

WARRANTY DEED

HTS  
2134

KNOW ALL MEN BY THESE PRESENTS:

MAPLE NORTH ENTERPRISES, INC., a Nebraska corporation (herein the "Grantor") in consideration of One and no/100 Dollar (\$1.00) and other consideration, delivered and received, does hereby grant, bargain, sell, convey and confirm unto Paradise Homes, Inc. (herein the "Grantee"), the following described real property in Douglas county, Nebraska (herein the "Property"):

Lot 499 in Hillsborough, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold the Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor shall have good right and lawful authority to convey the Property and is lawfully seized of the Property and that the Property is free from encumbrance except: (i) the Declaration of Covenants, Conditions and Restrictions, now of record, as may be amended from time to time; and (ii) easements, conditions and restrictions now of record; and (iii) lien of current real estate taxes, and any levied or unlevied special assessments.

The Grantor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever.

Dated: August 25, 1993.

MAPLE NORTH ENTERPRISES, INC.,  
a Nebraska corporation,



By [Signature]  
Robert P. Horgan, President  
(Office)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.:

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 25th day of August, 1993, by Robert P. Horgan, President of MAPLE NORTH ENTERPRISES, INC., a Nebraska corporation, on behalf of the corporation.



[Signature]  
Notary Public

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GEORGE J. BOGARDUS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

11137 1999 R Comp FB ME-16530  
CASH BR  
TYPE deed PG 341 C/O Y COMP VP SCAN  
FEE 550 OF deed LEGISL PG MC PV

3024 S. 160th Ave 68130

MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164



RECEIVED

MAR 26 11 20 AM '96

GEORGE J. ...  
REGISTER ...  
DOUGLAS ...

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

BENNINGTON COMPANY, a Nebraska corporation (herein the "Grantor") in consideration of One and no/100 Dollar (\$1.00) and other consideration, delivered and received, does hereby grant, bargain, sell, convey and confirm unto Lane Building Corp. (herein the "Grantee"), the following described real property in Douglas County, Nebraska (herein the "Property"):

Lot 1101 in Hillsborough, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold the Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor shall have good right and lawful authority to convey the Property and is lawfully seized of the Property and that the Property is free from encumbrance except: (i) the Declaration of Covenants, Conditions and Restrictions, now of record, as may be amended from time to time; and (ii) easements, conditions and restrictions now of record; and (iii) lien of current real estate taxes, and any levied or unlevied special assessments.

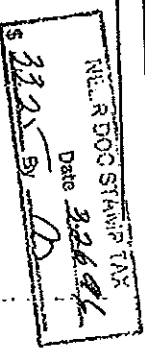
The Grantor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever.

Dated: March 20, 1996

BENNINGTON COMPANY, a Nebraska corporation,

By Barb Shaw  
President

(Office)



STATE OF NEBRASKA )  
                                  ) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 20th day of March, 1996, by Barb Shaw President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.



Teresa A. Wilson  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

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1996 29 09/1 FV  
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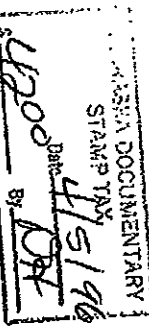
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GEORGE J. BURGELWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:



BENNINGTON COMPANY, a Nebraska corporation (herein the "Grantor"), in consideration of One and no/100 Dollar (\$1.00) and other consideration, delivered and received, does hereby grant, bargain, sell, convey and confirm unto ~~XXXXXXXXXXXXXXXXXXXX East Construction, Inc.~~ herein the "Grantee", the following described real property in Douglas County, Nebraska (herein the "Property"): AW

Lot 1046 in Hillsborough, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold the Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor shall have good right and lawful authority to convey the Property and is lawfully seized of the Property and that the Property is free from encumbrance except: (i) the Declaration of Covenants, Conditions and Restrictions, now of record, as may be amended from time to time; and (ii) easements, conditions and restrictions now of record; and (iii) lien of current real estate taxes, and any levied or unlevied special assessments.

The Grantor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever.

Dated: April 1, 1996

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By Barb Shaw  
President  
(Official)

STATE OF NEBRASKA )  
                                  ) ss.:  
COUNTY OF DOUGLAS )

BENNINGTON COMPANY, a Nebraska corporation,

The foregoing instrument was acknowledged before me this 1st day of April, 1996, by Barb Shaw, President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.



Teresa A. Wilson  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164



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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

BENNINGTON COMPANY, a Nebraska corporation (herein the "Grantor") in consideration of One and no/100 Dollar (\$1.00) and other consideration, delivered and received, does hereby grant, bargain, sell, convey and confirm unto Cannon Construction Co., Inc. [herein the "Grantee"], the following described real property in Douglas County, Nebraska (herein the "Property"):

Lot 1 023 in Hillsborough, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

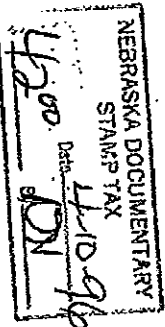
To have and to hold the Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor shall have good right and lawful authority to convey the Property and its lawfully seized of the Property and that the Property is free from encumbrance except: (i) the Declaration of Covenants, Conditions and Restrictions, now of record, as may be amended from time to time; and (ii) easements, conditions and restrictions now of record; and (iii) lien of current real estate taxes, and any levied or unlevied special assessments.

The Grantor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever.

Dated: April 4, 1996

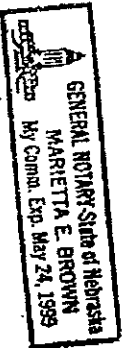
BENNINGTON COMPANY, a Nebraska corporation,



By Barb Shaw  
President  
(Official)

STATE OF NEBRASKA )  
                                  ) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4th day of April, 1996 by Barbara Shaw, President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.



[Signature]  
Notary Public

04088 96 482

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NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Return this document to:

**BROWN & WOLFF, P.C.**  
Suite 270 Embassy Tower  
9300 Underwood Avenue  
Omaha, NE 68114-2685

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DEED OF TRUST



This Deed of Trust made this 19th day of August, 1994 by:

Trustor: **BENNINGTON COMPANY**, a Nebraska corporation  
Address: 9300 Underwood Avenue, suite 270, Omaha, NE 68114  
Beneficiary: **MAURICE M. UDES**  
Address: 9627 Oak Circle, Omaha, NE 68124  
Trustee: **PAUL M. BROWN**  
Address: 9300 Underwood Avenue, Omaha, NE 68114

GEORGE L. BUGLIEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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For valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this deed of trust, the real property located in Douglas County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the Premises), together with all buildings and improvements thereon, all rents, profits, royalties, income and other benefits derived from the Premises; all easements, licenses, rights of-way now or hereafter accruing to the Premises (collectively referred to as the "Security") and,

**FOR THE PURPOSE OF SECURING:**

(a) The payment of the debt to the Beneficiary evidenced by the Trustor's Note dated December 31, 1992, in the principal sum of **THREE MILLION ONE HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND 52/100 (\$3,182,697.52)** and the Trustor's Note dated August 19, 1994, in the principal sum of **FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00)** (hereinafter collectively referred to as the "Notes"), together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions of the Notes;

(b) The performance of each agreement between the Trustor and Beneficiary and the covenants of the Trustor in this Deed of Trust;

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:**

- Obligation.** Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Notes, and all other charges and fees provided in the Notes or secured by this Deed of Trust.
- Warranty of title.** Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Premises hereby conveyed and has the right to grant and convey the Premises; the Premises are free and clear of all liens, encumbrances, easements, and assessment except those of record; and Trustor shall warrant and defend the title to the property against all claims and demands.
- Maintenance of Security.**

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3. Maintenance of Security.

3.1 Trustor shall keep the Security in good condition and repair; shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Premises or diminish the value of the Security except reasonable wear and tear; and may add any building or improve the Premises so long as the same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

3.2 If the Security or any part thereof is condemned, Trustor shall give immediate written notice of the event to the Beneficiary. Proceeds from any condemnation award or settlement shall be paid first to the Beneficiary and applied to any interest due under the Notes and then to the remaining principal balance. Upon payment in full of the Notes, any excess monies shall be paid to the Trustor.

3.3 The Beneficiary or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

3.4 The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

4. Insurance.

4.1 Trustor shall keep the Security insured against with the following coverage; (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Premises with limits and deductible amounts approved by the Beneficiary; and (2) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Security. All insurance shall be paid for by the Trustor, shall be in a form and provided by a company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least 30 days prior to cancellation or termination becomes effective as to the Beneficiary.

4.2 Trustor shall provide the Beneficiary proof of insurance required by this Agreement upon request by the Beneficiary or Trustee. If the Trustor fails to provide insurance, the Beneficiary may declare the Notes and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Security, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be paid by the Trustor.

5. Taxes, Assessments and Charges.

5.1 Trustor shall pay all taxes, assessments, liens and other charges, including utility charges, that may affect the Security as they are due and before they are delinquent. Upon request, Trustor shall show Beneficiary proof of payment Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part therefor upon the Beneficiary.

5.2 If Trustor fails to make the payments required herein, the Beneficiary may declare the Notes and Deed of Trust in default. Beneficiary may pay such amounts necessary to protect the Security. The amount of such payment with interest shall be due and payable from Trustor upon written demand therefor by Beneficiary.

6. Condemnation. Condemnation under this Deed of Trust shall include any

damage or taking by any governmental authority and any transfer by private sale in lieu thereof. On condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor hereby assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied to the indebtedness secured by this Deed of Trust and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

7. Additional Liens and Protection of Security and Subrogation.

7.1 Beneficiary, in his sole discretion, may make any payment, expend or advance any funds he deems necessary to protect the Security. Such payment, expenditures or advancements with interest shall be construed to be an advancement under Section 8.2.

7.2 The beneficiary is subrogated to the Trustor for all insurance proceeds, claims or damages to the Security.

8. Default, Remedies, Acceleration, Sale.

8.1 If the Trustor does not: (1) make payment within thirty (30) days after demand therefor; (2) perform any of the covenants of the Deed of Trust; (3) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary; or (4) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall immediately become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Notes. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and demand for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Security and if the Beneficiary decides the Security is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Notes and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Security to be sold, and the Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

8.1.1 The Trustee shall proceed to sell the Security complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Security in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction to the highest bidder, with the purchase price payable in cash or as otherwise suitable to the Trustee at time of sale. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Security so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

8.1.2 When the Trustee sells the Security pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the trustee's fees incurred. Trustee's fees hereunder shall be deemed reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of

sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;
- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust;
- (4) The remainder, if any, to the person legally entitled thereto.

8.2 Sums Advanced to Protect Security. Beneficiary may advance such sums as Beneficiary, in its sole discretion deems reasonable to protect the Security. Sums advanced to protect the Security whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Security shall be at ten percent (10%) per annum or the highest rate allowed by law from the date such sums were paid by Beneficiary, whichever is less.

8.3 Interest Rate Upon Default. After acceleration, upon default or after maturity, all sums due the Beneficiary and secured by this Deed of Trust, including interest not paid when due, shall bear interest at ten percent (10%) per annum from the date such sums were due, or the highest rate allowed by law, whichever is less.

9. Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) Pays Beneficiary all sums which then would be due under this Deed of Trust and the Notes had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) Pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 8 hereof.

10. Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Security. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under the Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue independent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

11. Transfer of the Property Assumption. If all or part of the Security interest herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any leasehold interest of three years or less not containing an option to purchase, or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary,



such action is a breach of this Agreement, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Security is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

12. Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

13. Beneficiary's Powers. Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Security not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of Trustor (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at the Beneficiary's option any portion or all of the Security; (e) take or release any other or additional security for any obligation herein mentioned; (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in his sole discretion, (i) inspect the Security at any reasonable time; (ii) require such additional security as may be reasonable; and (iii) substitute the Trustee herein with any person, entity or corporation qualified to so act. The attorneys for the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustee as herein stated.

14. Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorneys' fees expended by the Beneficiary or the Trustee to collect any sum due hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Security when paid by the Beneficiary. Provided further, however, that this section does not apply to the Trustee fee referred to in Section 8.1.2.

15. Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Notes to the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Security then held hereunder. The recitals and such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

#### 16. Notices.

16.1 Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law, Trustor waives notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing.

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

16.2 Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the Security herein, be mailed to them at the addresses provided above.

#### 17. Environmental Pollutants.

17.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

17.2 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Security and may hereafter located above, in, on, under or around the Security. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Notes or otherwise.

17.3 Compliance with Environmental Requirements. If at any time it is determined that the Security, any activity related to the Security or an Environmental Pollutant above, in, under, from or around the Security is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if requirement by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Security, Trustor shall, at Trustor's sole expense, commence with due diligence, within ten (10) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

17.4 Notification to Beneficiary. Trustor, immediately upon obtaining knowledge thereof, shall notify Beneficiary in writing of:

17.4.1 Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Security;

17.4.2 All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

17.4.3 The presence of radon above, in, on, under, from or around the Security in unacceptable levels.

17.5 Rights of Beneficiary. Beneficiary shall have the right:

17.5.1 At any time that Beneficiary reasonably suspects the presence of radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Security; or

17.5.2 Upon and after default of any of the term and conditions of Section 17 hereof, to require Trustee, at the sole cost and expense of Trustee, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Security to determine whether there is any radon or Environmental Pollutant above, in, on, under, from or around the Security, such that the Security, any activity related to the Security or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Security.

18. Miscellaneous.

18.1 This Deed of Trust shall be governed by the laws of the State of Nebraska.

18.2 This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Notes, whether or not named as a beneficiary herein.

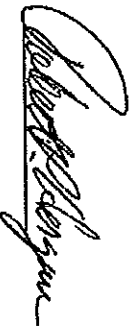
18.3 In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder way be declared to first apply to the portions of the debt that have become or are non-secured.

19. Acceptance by the Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustee has executed this Deed of Trust as of the day and year first above written.

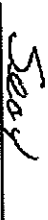
BENNINGTON COMPANY,  
a Nebraska corporation.

Attest:



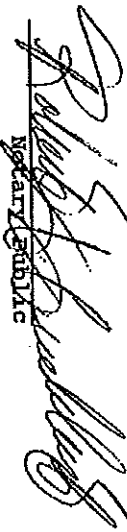
  
Barbara Udes Shaw, President

Title:



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 14th day of August, 1994 in and for said County and State, before me, the undersigned, a Notary Public personally appeared BARBARA UNDS SHAW, President of Bennington Company, a Nebraska corporation, known to be the identical person named in and who executed the foregoing Deed of Trust and acknowledged that she executed the same as their voluntary act and deed and the voluntary act and deed of said corporation.

  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION

NE / NW  
 SE / SW  
 NW / NE  
 SW / NE

PARCEL 1: The West 1/2 1/3 rods of the West 3/4ths of the North Half (NW<sup>1/2</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas county, Nebraska;

and, The West Half of the Northwest Quarter (NW<sup>1/4</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas county, Nebraska,

EXCEPT the following described tracts:

- A. The West 283.0 feet of the North 303.0 feet of the Northwest Quarter (NW<sup>1/4</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska;
- B. That part of the West Half of the Northwest Quarter (NW<sup>1/4</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:
 

Commencing at the Northwest corner of said section 1; thence South, along the West line of said section 1, 783.0 feet; thence East 33.0 feet, to the Point of Beginning; thence continuing East 410.0 feet, thence South 702.0 feet; thence West 410.0 feet; thence North, along a line 33.0 feet East of and parallel to the West line of said section 1, 702.0 feet, and parallel to the Point of Beginning;
- C. That part of the West Half of the Northwest Quarter (NW<sup>1/4</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:
 

Commencing at the Northwest corner of said section 1; thence South, along the Western Section line of said section 1, a distance of 2,435.0 feet to a point; thence at right angles, Easterly, a distance of 33.0 feet, to the Eastern right-of-way line of 144th Street, and the Point of Beginning; thence continuing Easterly, parallel to the Northern section line of said section 1, a distance of 410.0 feet, to a point; thence South, a distance of 250 feet, parallel to the Western section line of said section 1; thence West, a distance of 410 feet, line of said section 1; thence West, a distance of 410 feet, to a point on the Eastern right-of-way line of 144th Street, which is also parallel to the Northern section line of said section 1; thence North, along a line 33.0 feet East of and parallel to the Western section line of said section 1, which is also the Eastern right-of-way line of 144th Street, a distance of 250 feet, to the Point of Beginning.

PARCEL 2: That part of the West Half of the Northwest Quarter (NW<sup>1/4</sup>) of Section 1, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said section 1; thence South, along the Western Section line of said section 1, a distance of 2,435.0 feet to a point; thence at right angles, Easterly, a distance of 33.0 feet, to the Eastern right-of-way line of 144th Street, and the Point of Beginning; line of continuing Easterly, parallel to the Northern section line of said section 1, a distance of 410.0 feet, to a point; thence South, a distance of 250 feet, parallel to the Western section line of said section 1; thence West, a distance of 410 feet, to a point on the Eastern right-of-way line of 144th Street, which is also parallel to the Northern section line of said section 1; thence North, along a line 33.0 feet East of and parallel to the Western section line of said section 1, which is also the Eastern right-of-way line of 144th Street, a distance of 250 feet, to the Point of Beginning.

PARCEL 3:

A tract of land being part of the East 1/2 of the East 1/2 of the Southwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 2; thence N00°00'06"W (Assumed the South line of the Southwest Quarter as S89°21'35"W) along the East line of the Southwest Quarter a distance of 142.18 feet to a point on the Northernly right of way of line Maple Street and said point being the true point of beginning; thence S89°46'21"W along the Northernly right of way line of Maple Street a distance of 661.09 feet to a point; thence N00°00'05"W a distance of 2495.53 feet to a point on the North line of the Southwest Quarter; thence N89°18'07"E along the North line of the Southwest Quarter a distance of 661.12 feet to the Northeast corner of the Southwest Quarter; thence S00°00'06"E along the East line of the Southwest Quarter a distance of 2500.96 feet to the point of beginning and said tract of land contains 37.91 acres more or less.

NE/SW  
4/2

PARCEL 4:

A tract of land being part of the East 1/2 of the West 1/2 of the Southwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 2; thence N89°21'35"E (Assumed Bearing) along the Southernly line of the Southwest Quarter a distance of 1322.28 feet; thence N0°00'03"W a distance of 191.71 feet to a point on the Northernly right of way line of Maple Street and said point also being the true point of beginning; thence S27°50'07"W along the Northernly right of way line of Maple Street a distance of 63.93 feet to a point; thence N83°22'46"W continuing along the Northernly right of way line of Maple Street a distance of 347.47 feet to a point; thence S85°46'13"W continuing along the Northernly right of way line of Maple Street a distance of 286.86 feet to a point; thence N00°00'02"W a distance of 2479.67 feet to a point on the North line of the Southwest Quarter; thence N89°18'07"E along the North line of the Southwest Quarter a distance of 661.13 feet to a point; thence S00°00'03"E a distance of 2450.10 feet to the point of beginning and said tract of land contains 37.61 acres more or less.

NW / SW  
4/2

PARCEL 5:-

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 21 MINUTES 36 SECONDS WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 661.13 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS WEST A DISTANCE OF 148.94 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET AND SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 61 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET A DISTANCE OF 177.62 FEET TO A POINT; THENCE SOUTH 76 DEGREES 22 MINUTES 07 SECONDS WEST CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET A DISTANCE OF 287.28 FEET TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 00 SECONDS WEST A DISTANCE OF 288.14 FEET TO A POINT; THENCE SOUTH 89 DEGREES 21 MINUTES 36 SECONDS WEST A DISTANCE OF 147.50 FEET TO A POINT; THENCE SOUTH 01 DEGREES 15 MINUTES 36 SECONDS EAST A DISTANCE OF 206.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET A DISTANCE OF 117.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST A DISTANCE OF 2,450.10 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 18 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 661.13 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST, A DISTANCE OF 2,496.63 FEET TO THE POINT OF BEGINNING.

NE  
SE  
SW

PARCEL 6:

A tract of land being part of the West 1/2 of the East 1/2 of the Southwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 2; thence S89°21'35"W (Assumed Bearing) along the South line of the Southwest Quarter a distance of 1063.07 feet to a point; thence N01°15'30"W a distance of 189.87 feet to a point on the Northerly right of way line of Maple Street and said point also being the true point of beginning; thence S89°46'21"W along the Northerly line of Maple Street a distance of 137.50 feet to a point; thence N01°15'30"W a distance of 205.14 feet to a point; thence N89°21'35"W a distance of 137.50 feet to a point; thence S01°15'30"E a distance of 206.13 feet to the point of beginning and said tract of land contains 0.65 acres more or less.

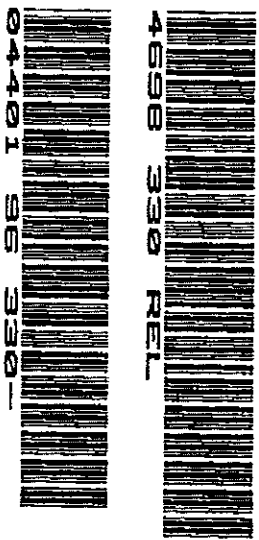
NE  
SE  
SW

292

Parcel 7: That part of the NE 1/4 of Section 1, T15N, R11E, of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said NE 1/4; thence S89°56'35"W (assumed bearing) 608.00 feet on the North line of said NE 1/4 to the point of beginning; thence S00°12'57"W 896.70 feet on a line 608.00 feet West of and parallel with the East line of said NE 1/4 and on the West line of a tract of land described on a warranty deed recorded in Book 1782 at Page 122 of the Douglas County records to the SW corner of said tract of land; thence S00°12'39"E 853.71 feet on a West line of a tract of land described on a referee's deed in partition recorded in Book 1709 at Page 415 of the Douglas County records; thence N89°41'15"W 1437.81 feet on a North line of said tract of land to the East line of the West 116 1/3 rods of the East 3/4 of the North 1/2 of said Section 1; thence N00°10'59"E 1708.14 feet on the East line of the West 116 1/3 rods of the East 3/4 of the North 1/2 of said Section 1 to the South line of Fort Street; thence N89°56'35"E 824.44 feet on a line 33.00 feet South of and parallel with the North line of said NE 1/4 and on the South line of Fort Street; thence N00°12'57"E 33.00 feet on a line 1216.00 feet West of and parallel with the East line of said NE 1/4; thence N89°56'35"E 608.00 feet on the North line of said NE 1/4 to the point of beginning.

Parcel 8: Lots 1, 13, 19 through 23, inclusive, 25 through 31, inclusive, 40, 42, 43, 45, 47 through 49, inclusive, 51, 53 through 130, inclusive, 132 through 215, inclusive, 217 through 226, inclusive, 228 through 294, inclusive, 297, 300, 301, 303 through 308, inclusive, in Huntington Park, a subdivision in Douglas County, Nebraska.





RECEIVED

MAR 26 11 20 AM '96

GEORGE L. BROWN, JR.  
 REGISTERED  
 DOUGLAS COUNTY

PARTIAL DEED OF RECONVEYANCE

(Under Nebraska Trust Deeds Act)

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust dated August 19, 1994, executed by Paul M. Brown as Trustee for the benefit of Maurice M. Udes, the Beneficiary named therein, and recorded in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, on September 16, 1994 in Book 4409 at Page 258, the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered;

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereof all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 1101, in Hillsborough, a subdivision, as surveyed, platted and recorded in the office of the Register of Deeds in Douglas County, Nebraska.

Dated this 20th day of March, 1996.

*Paul M. Brown*  
 Paul M. Brown, Trustee

STATE OF NEBRASKA )  
 )  
 COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 20th day of March, 1996, by Paul M. Brown, Trustee.

**GENERAL NOTARY State of Nebraska**  
**TERESA A. WILSON**  
 My Comm. Exp. Oct. 30, 1998

*Teresa A. Wilson*  
 Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Date: March 20, 1996  
*Maurice M. Udes*  
 Beneficiary: Maurice M. Udes

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 FILE 521 R Comp FB  
 COMPR  
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NOTARIAL SEAL AFFIXED  
 REGISTER OF DEEDS

MAEMER/JORGIN DEVELOPMENT CO  
13215 Birch Street - Suite 103  
Omaha, NE 68164

Book 45

RECEIVED

Apr 5 12 43 PM '96

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



PARTIAL DEED OF RECONVEYANCE

(Under Nebraska Trust Deeds Act)

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LEGAL REC SCHM FW

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust dated August 19, 1994, executed by Paul M. Brown as Trustee for the benefit of Maurice M. Udes, the beneficiary named therein, and recorded in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, on September 16, 1994 in Book 4409 at Page 258, the beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered;

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereof all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 1046, in Hillsborough, a Subdivision, as surveyed, platted and recorded in the office of the Register of Deeds in Douglas County, Nebraska.

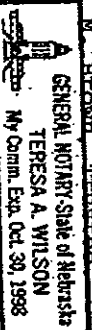
Dated this 1st day of April, 1996.

*Paul M. Brown*  
Paul M. Brown, Trustee

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1st day of April,

1996, by Paul M. Brown, Trustee



*Teresa A. Wilson*  
Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Date: April 1, 1996  
*Maurice M. Udes*  
Beneficiary: Maurice M. Udes

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



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GEORGE J. BUNIEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

PARTIAL DEED OF RECONVEYANCE  
(Under Nebraska Trust Deeds Act)

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust dated August 19, 1994, executed by Paul M. Brown as Trustee for the benefit of Maurice M. Udes, the Beneficiary named therein, and recorded in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, on September 16, 1994 in Book 4409 at Page 258, the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered;

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereof all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

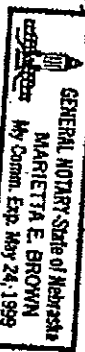
Lot 1023, in Hillsborough, a subdivision, as surveyed, platted and recorded in the office of the Register of Deeds in Douglas County, Nebraska.

Dated this 4th day of April, 1996.

*Paul M. Brown*  
Paul M. Brown, Trustee

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1996, by Paul M. Brown, Trustee.



*Marietta E. Brown*  
Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Date: April 4, 1996 MC-16530  
Beneficiary: Maurice M. Udes

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DEL C/O COMPANY B  
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NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164

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GEORGE J. ...  
REGISTER ...  
DOUGLAS



MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164

PARTIAL DEED OF RECONVEYANCE  
(Under Nebraska Trust Deeds Act)

Know All Men by these Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust dated August 19, 1994, executed by Paul M. Brown as Trustee for the benefit of Maurice M. Udes, the Beneficiary named therein, and recorded in the Mortgage Records in the office of the Registrar of Deeds of Douglas County, Nebraska, on September 16, 1994 in Book 4409 at Page 258, the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered;

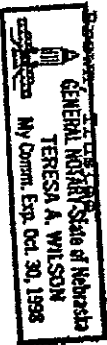
NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereof all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 950, in Hillsborough, a subdivision, as surveyed, platted and recorded in the office of the Registrar of Deeds in Douglas County, Nebraska.

Dated this 10th day of April, 1996.  
*Paul M. Brown*  
Paul M. Brown, Trustee

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 10th day of April, 1996, by Paul M.



*Teresa A. Wilson*  
Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property,

Date: April 10, 1996 MC-116530  
*Maurice M. Udes*  
Beneficiary: Maurice M. Udes

05580 R 1000 FB  
FEE 5322 COMP 1/15  
DEL. C/O  
LEGAL PG SCANNED BY