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RICHARD N. TARECHI
REGISTERED DEEDS
DOUGLAS COUNTY, NE



WHEN RECORDED, PLEASE RETURN TO:
Mortgage Loan Department
First National Bank of Omaha
Third Floor, First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68154

**DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN THAT IS A CONSTRUCTION SECURITY INTEREST.

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Deed of Trust") is made as of November 3, 1997, by and among MAPLE 144 LLC, a Nebraska limited liability company ("Trustor"), whose address is 10855 West Dodge Road, Suite 270, Omaha, Nebraska 68154; FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Beneficiary"), whose address is 1620 Dodge Street, Omaha, Nebraska 68102; and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged:

I. Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, 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 hereinafter set forth, all of the following-described estate, property and interest of Trustor now owned or hereafter acquired, together with all cash and non-cash proceeds thereof, which may be referred to herein collectively as the "Real Property":

A. The "Property," being the real property located in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

That part of the East 1/2 of the SE 1/4 of Section 2, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the SE corner of said East 1/2;

SE SE

thence N00°38'05"E (assuming the South line of said East 1/2 to bear East - West) 361.14 feet on the East line of said East 1/2 to the Point of Beginning, said point being on the Northerly line of West Maple Road and the SE corner of a tract of land described on a "Warranty Deed" recorded in Book 1941 at Page 76 of the Douglas County records and hereinafter called Tract "A;"

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thence S25°29'06"W 143.00 feet on the Northerly line of West Maple Road and on the Southerly line of said Tract "A;"

thence S04°45'43"W 120.42 feet on the Northerly line of West Maple Road and on the Southerly line of said Tract "A;"

thence N81°48'15"W 567.07 feet on the Northerly line of West Maple Road and on the Southerly line of said Tract "A" to the SW corner thereof;

thence N81°35'46"W 342.39 feet on the Northerly line of West Maple Road and on the Southerly line of a tract of land described on a "Survivorship Warranty Deed" recorded in Book 1858 at Page 531 of the Douglas County records and hereinafter called Tract "B" to the SW corner thereof;

thence N00°19'56"E 1077.94 feet on the West line of said Tract "B" to the NW corner thereof;

thence East 321.00 feet on the North line of said Tract "B;"

thence S00°19'56"W 56.60 feet on a line 18.00 feet West of and parallel with the East line of said Tract "B;"

thence Southeasterly on a non-tangent 330.00 foot radius curve to the right, chord bearing S54°01'19"E, chord distance 22.15 feet, an arc distance of 22.15 feet to the East line of said Tract "B;"

thence S00°19'56"W 74.31 feet on the East line of said Tract "B;"

thence Southeasterly on a non-tangent 330.00 foot radius curve to the left, chord bearing S61°14'06"E, chord bearing 46.37 feet, an arc distance of 46.41 feet to the North line of said Tract "A;"

thence S89°52'54"E 589.28 feet on the North line of said tract "A" to the NE corner thereof;

thence S00°38'05"W 791.45 feet on the East line of said Tract "A" and on the East line of said East 1/2 to the Point of Beginning.

together with all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Trustor in and to all leases or subleases covering the Property, or any portion thereof, now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open

EXHIBIT "A"

Permitted Encumbrances

1. Right of Way Easement granted to Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed May 19, 1982, in Book 671 at Page 21.
2. Controlled Access Line over a portion of the premises in question, as set forth in Return of Appraisers, filed January 24, 1983, in Book 682 at Page 627.
3. Driveway Easement over a portion of the premises in question, as set forth in instrument filed April 28, 1983, in Book 687 at Page 727; and re-recorded May 12, 1983, in Book 689 at Page 189.
4. Controlled Access Line over a portion of the premises in question, as set forth in Deed filed October 26, 1982, in Book 1694 at Page 234.
5. Easement granted to Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed January 29, 1982, in Book 666 at Page 241.
6. Terms and provisions of an unrecorded Lease in favor of Donald Sweazy, Sr., Lessee, notice of which is given by Return of Appraisers, filed January 24, 1983, in Book 682 at Page 627.
7. Terms and provisions of an Easement Agreement, filed March 9, 1992, in Book 1000 at Page 73.