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APR 28 11 56 AM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, made this 15th day of April, 1998, by and among Lanoha - Mission Development, Inc., a Nebraska corporation ("Trustor"), David F. Lanoha, Patricia A. Lanoha, Patricia Sorensen, Michael P. Arp and Bruce Kalchik, Trustees of Sanitary and Improvement District No. 412 of Douglas County, Nebraska ("SID Trustors"), and First National Bank of Omaha, a national banking association, Omaha, Nebraska, as Trustee and Beneficiary:

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, Parcels 1 and 2 more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustor or in which Trustor now has or hereafter acquires an interest; (e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and (h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor. The Real Estate and the additional property above described are hereinafter referred to as the "Mortgaged Property".

10908
FEE 255 FB 07-60000
BKP 9-14-11 C/O COMP MB
DEL SCAN DC FV

WHEN RECORDED, PLEASE RETURN TO:

First National Bank of Omaha
11404 West Dodge Road
Omaha, NE 68154
ATTN: Mortgage Loan Department

#16

File # 977
4.1498

FOR THE PURPOSE OF SECURING EACH OF THE FOLLOWING (the "Secured Obligations"):

A. Payment of the principal sum of One Million Dollars (\$1,000,000.00) evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "Promissory Note") issued by Trustor in said amount and payable to the order of Beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.

B. Performance, discharge of and compliance with every other obligation, covenant and agreement of Trustor in the Promissory Note, other than as set forth in A. above.

C. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor contained herein, incorporated herein by reference or contained in any other "Loan Document," as defined in the Promissory Note or in any other agreement now or hereafter at any time given by Trustor to secure any indebtedness or obligation hereby secured, or any part thereof.

D. Payment of all fees and charges of Beneficiary, whether or not set forth herein.

E. Payment of future advances necessary to protect the Mortgaged Property.

F. Payment of future advances to be made at the option of Trustor and Beneficiary.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor COVENANTS:

1. **Title:** That it is lawfully seized and possessed of a good and indefeasible title and estate to the Mortgaged Property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Mortgaged Property, subject only to the Permitted Exceptions set forth in Exhibit "B" attached hereto.

2. **Maintenance:** To keep the Mortgaged Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof, to comply with the provisions of restrictions affecting the Mortgaged Property; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon the Mortgaged Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

3. **Construction of Improvements:** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on the Mortgaged Property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any construction lien against the Mortgaged Property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed Improvements promptly, (b) to complete same in accordance with plans and specifications as approved by Beneficiary, (c) to comply with all of the terms of any construction loan agreement between Trustor and Beneficiary, (d) to allow Beneficiary to inspect the Mortgaged Property at all times during construction, and (e) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered or certified mail, sent to his last known address, or by personal service of the same.

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29. Miscellaneous.

(a) Any provision in this Deed of Trust to the contrary notwithstanding, the occurrence of any default or Event of Default and the right of beneficiary to accelerate contained herein shall be subject to the applicable grace and cure periods, if any, provided in the Promissory Note secured hereby.

(b) Notwithstanding anything contained in this Deed of Trust to the contrary or contained in the Promissory Note or in any of the other "Loan Documents," as defined in the Promissory Note, the sale of lots or portions of lots from the Real Estate of Trustor or Additional Trustors in the ordinary course of business shall not constitute an Event of Default or a default under the Promissory Note, this Deed of Trust or any of the other Loan Documents, or enable the Beneficiary or Trustee to accelerate the indebtedness secured hereby.

(c) Provided that an Event of Default or default has not occurred and is continuing under this Deed of Trust, the Promissory Note or any of the other Loan Documents, Trustee and Beneficiary shall reconvey platted lots comprising the real estate upon receipt of the Applicable Principal Reduction set forth in the Promissory Note secured hereby and payment of a \$50.00 Release Fee for each lot reconveyed from this Deed of Trust.

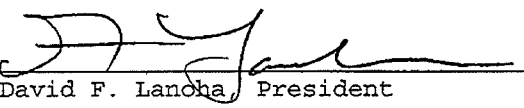
(d) Trustee and Beneficiary hereby agree to execute such documents and to take such actions, from time to time, as shall reasonably be required for the subdivision platting of the Real Estate into Mission Pines, a subdivision, in accordance with the proposed plat thereof acknowledged by Trustor under date of October 7, 1997, and sanitary and improvement district installation of special improvements.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above written.

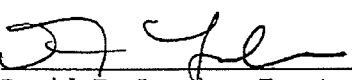
TRUSTOR:


LANOHA - MISSION DEVELOPMENT, INC., a
Nebraska corporation


By:

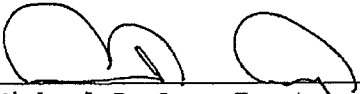

David F. Lanoha, President

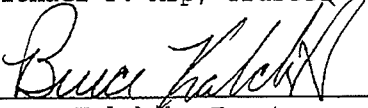
SID TRUSTORS:


David F. Lanoha, Trustee


Patricia A. Lanoha, Trustee


Patricia Sorensen, Trustee


Michael P. Arp, Trustee


Bruce Kalchik, Trustee

TA-35804

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: A tract of land being all of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 9, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 9, T14N, R11E of the 6th P.M., in Douglas County, Nebraska; thence along the South line of said Southeast Quarter, South 89°33'51" West (assumed bearing), 1,316.45 feet, to the Southwest corner of the Southeast Quarter of said Southeast Quarter; thence along the West line of the Southeast Quarter of said Southeast Quarter, North 00°00'14" West, 1,324.96 feet, to the Northwest corner of the Southeast Quarter of said Southeast Quarter, said point also being on the South line of Mission Park 2nd Addition, a platted and recorded subdivision of said County; thence along said South line and along the North line of the Southeast Quarter of said Southeast Quarter, North 89°32'50" East, 1,316.54 feet, to the Northeast corner of the Southeast Quarter of said Southeast Quarter; thence along the East line of the Southeast Quarter of said Southeast Quarter, South 00°00'00" East, 1,325.34 feet, to the Point of Beginning;

EXCEPT a parcel of land lying in the Southeast Quarter (SE¼) of Section 9, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southeast corner of said Section 9; thence North 00°00'00" East (assumed bearing), along the East line of said Southeast Quarter, 950.04 feet; thence North 90°00'00" West, 33.00 feet, to a point on the West right-of-way line of 168th Street, being the Point of Beginning; thence continuing North 90°00'00" West, 17.00 feet; thence North 00°00'00" East, 374.96 feet, to the North line of the Southeast Quarter of the Southeast Quarter of said Section 9; thence North 89°32'40" East, 17.00 feet, along said North line, to a point on the West right-of-way line of 168th Street; thence South 00°00'00" West, 375.10 feet, along said West line, to the Point of Beginning;

AND, EXCEPT a tract of land located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 9, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter; thence along the South line of the Southeast Quarter of said Southeast Quarter, South 89°33'51" West (assumed bearing), 1,316.45 feet, to the Southwest corner of the Southeast Quarter of said Southeast Quarter; thence along the West line of the Southeast Quarter of said Southeast Quarter, North 00°00'14" West, 490.00 feet, to the true Point of Beginning; thence continuing along said West line, North 00°00'14" West, 140.00 feet; thence North 89°59'46" East, 54.34 feet; thence South 07°15'46" East, 138.30 feet, to the beginning of a non-tangent curve to the right; thence along said curve, having a radius of 350.00 feet and a chord bearing South 86°22'00" West, 44.31 feet, an arc distance of 44.34 feet; thence South 89°59'46" West, 27.59 feet, to the true Point of Beginning. (NOTE: The above excepted parcel is to be platted and known as Lot 1, in MISSION PINES, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.)

Subject to public roads and/or highways.

NOTE: All of the above premises is to be platted and known as Lots 1 through 53, inclusive, in MISSION PINES, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

PARCEL 2: A tract of land located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 9, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter; thence along the South line of the Southeast Quarter of said Southeast Quarter, South 89°33'51" West (assumed bearing), 1,316.45 feet, to the Southwest corner of the Southeast Quarter of said Southeast Quarter; thence along the West line of the Southeast Quarter of said Southeast Quarter, North 00°00'14" West, 490.00 feet, to the true Point of Beginning; thence continuing along said West line, North 00°00'14" West, 140.00 feet; thence North 89°59'46" East, 54.34 feet; thence South 07°15'46" East, 138.30 feet, to the beginning of a non-tangent curve to the right; thence along said curve, having a radius of 350.00 feet and a chord bearing South 86°22'00" West, 44.31 feet, an arc distance of 44.34 feet; thence South 89°59'46" West, 27.59 feet, to the true Point of Beginning. (NOTE: The above excepted parcel is to be platted and known as Lot 1, in MISSION PINES, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.)

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EXHIBIT "B"

Permitted Exceptions

1. Easement granted to Sanitary and Improvement District No. 354 of Douglas County, Nebraska, by Report of Appraisers dated February 1, 1990 and recorded February 9, 1990, in Book 913 at Page 126 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain a sanitary sewer over a portion of subject property.
2. Easement and Right-of-Way granted to Metropolitan Utilities District of Omaha by instrument dated May 20, 1994 and recorded June 24, 1994, in Book 1123 at Page 87 of the Miscellaneous Records of Douglas County, Nebraska, to lay, operate and maintain pipelines and appurtenances for the transportation of water on, over, under and through a portion of subject property.