

DEED OF TRUST

This Deed of Trust, made this 29th day of December, 1977, by and between CONSTRUCTION SCIENCES, INC., a Nebraska Corporation whether one or more, hereinafter called the "Trustor", whose mailing address is 8425 Madison Street, Omaha, Ne. 68127 THE UNITED STATES NATIONAL BANK OF OMAHA, Omaha, Nebraska hereinafter called the "Trustee", whose mailing address is P. O. Box 3408, Omaha, Nebraska 68103 and THE UNITED STATES NATIONAL BANK OF OMAHA, Omaha, Nebraska hereinafter called the "Beneficiary", whose mailing address is P. O. Box 3408, Omaha, Nebraska 68103

WITNESSETH:

WHEREAS, under even date herewith, Trustor executed and delivered to Beneficiary a Promissory Note payable to Beneficiary in the principal sum of \$ 585,000.00

which note will be referred to herein as the "Note" or the "Note Secured Hereby";

NOW, THEREFORE, for the purpose of securing payment of the Note, according to its terms and any extension or renewals thereof, and for the purpose of securing performance by Trustor of the agreements herein contained, Trustor irrevocably grants and transfers to Trustee, in trust, with POWER OF SALE, all of the following described real estate situated in Douglas and Sarpy County, Nebraska, hereinafter called the "Described Premises":

together with all buildings, fixtures and improvements upon the Described Premises, whether now or hereafter existing, all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection with the described premises, or any part thereof (subject, however, to be the right, power and authority of Trustor to collect and apply such rents, issues, profits and income as they become due and payable, so long as no default exists hereunder) and all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, all of which collectively is hereinafter referred to as the "Trust Property".

IT IS AGREED, without affecting the generality of any of the foregoing provisions, that all heating, cooling, air conditioning and plumbing appliances and equipment now or hereafter attached to, or built in, any building or improvement, now or hereafter erected upon the described premises, shall be deemed fixtures and a part of the realty, and are a portion of the Trust Property.

TO HAVE AND TO HOLD the Trust Property upon and subject to the trusts and agreements hereinafter set forth:

1. Trustor agrees to punctually pay the principal of, and interest on, the Note on the dates and at the place and in the manner provided therein and to punctually perform all agreements, conditions and provisions of any other security instrument given in connection with this transaction.
2. Trustor, at its expense, will maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Trust Property, will cause this Deed of Trust, and each amendment or supplement thereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place, and will take such other action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be from time to time amended or supplemented.
3. If title to any part of the Trust Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Trustee who shall apply such amount to the prepayment of the Note. Trustor will promptly, and with due diligence, repair, alter and restore the remaining part of the Trust Property to its former condition substantially to the extent that the same may be feasible and so as to constitute a complete and usable unit.
4. Trustor, at its expense, will maintain with insurers approved by Beneficiary insurance with respect to the improvements and personal property constituting the Trust Property against loss by fire, lightning, and other perils covered by standard extended coverage endorsement, in an amount equal to at least 100% of the full replacement value thereof; and insurance against such other hazards and in such amount as is customarily carried by owners and operators of similar properties and as Beneficiary may require for its protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interest of the respective parties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor, Trustee and Beneficiary as insureds, as their respective interests may appear, and provide there shall be no cancellation or modification without 15 days prior written notification to Trustee and Beneficiary. In the event any policy hereunder is not renewed on or before 15 days prior to its expiration date, Trustee or Beneficiary may procure such insurance, pay the premiums therefor, and such sums shall immediately become due and payable with interest at the rate of 9% per annum until paid and shall be secured by this Deed of Trust. All policies of insurance required by this Deed of Trust shall be delivered to and retained by Trustee. Failure of Trustor to furnish such insurance, or renewals as are required hereunder, or failure to pay any sums advanced hereunder shall, at the option of Beneficiary, constitute a default. All unearned premiums are hereby assigned to Trustee as additional security and a sale and conveyance of the Trust Property by the Trustee shall operate to convey to the purchaser the Trustor's interest in and to all policies of insurance upon the Trust Property.

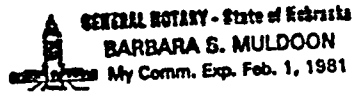
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

BOOK 2211 PAGE 339

On this 29th day of December, 1977, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said County, personally came John J. Smith, President and Gale L. Larsen, Secretary of Construction Sciences, Inc., a Nebraska Corporation who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written

Barbara S Muldoon
Notary Public



My commission expires:

STATE OF NEBRASKA)
) ss
COUNTY OF)

On this day of A.D., before me a Notary Public in and for said County, personally appeared

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.

WITNESS my hand and Notarial Seal on the day and year last above written.

Notary Public

My commission expires:

83-3402c
80-6802c

Book 2211
Page 336
of 336

RECEIVED
1977 DEC 30 PM 2:49
CLERK OF DISTRICT COURT
COUNTY OF DOUGLAS
NEBR.

[Handwritten signature]

EXHIBIT "A"

Lots 145 and 146, in Granville East, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska,
Lots 39, 87 and 88 in Granada II, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska,
Lot 220, in Mission Gardens, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska,
Lots 29 and 114, in Park Hills III, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska,
Lots 62 and 64, in Briarwood, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska,

Lots 16 and 58, in Timber Creek II, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska,
Lots 255, 266, 275 and 288, in Pheasant Run, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

1910
P. O. Box 3408
Omaha, Nebraska 68108

IN CONSIDERATION of the payment of the debt named therein, and Assignment of Rents

THE OMAHA NATIONAL BANK

hereby releases the mortgage made to THE OMAHA NATIONAL BANK

by CHARLES G. SMITH AND NELLIE M. SMITH, Husband and wife

on the following described real estate situated in Douglas County, Nebraska to wit:

SEE LEGAL DESCRIPTION BELOW

which is recorded in Book 2139 of Real Estate Mortgages, page 312 of the records of Douglas County, NE. Assignment of Rents recorded in Book 577 Page 331 misc. records of Douglas County, NE. IN TESTIMONY WHEREOF, the said The Omaha National Bank has caused these

presents to be executed by its vice president and its Corporate Seal to be affixed

hereto this 7th day of January 19 82

THE OMAHA NATIONAL BANK

By Donald R. Sievers Vice, President

Attest: Peter Gage, Jr., V.P. Cashier

On this 7 day of January 19 82

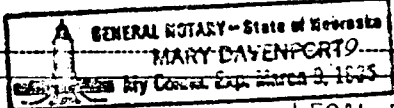
before me, the undersigned, a Notary Public in and for said County, personally

STATE OF NEBRASKA } ss. Douglas County

came Donald R. Sievers vice President of The Omaha National Bank

to me personally known to be the vice President and identical person whose name is affixed to the above release and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of the said The Omaha National Bank Witness my hand and Notarial Seal at Omaha, in said County the day and year last above written.

My commission expires



Mary Davenport, Notary Public

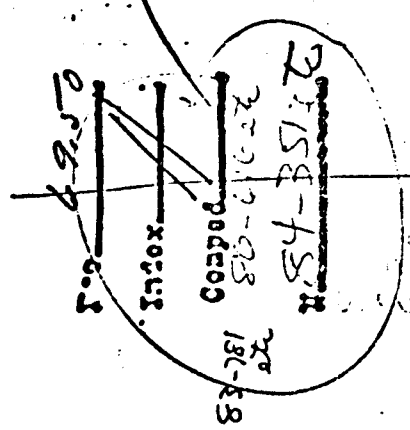
LEGAL DESCRIPTION

LOTS 1, 2, 3, 6, 23, 24, 27, 28, 29, 30, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, 118, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 156, 157, 158, 159, 161, 163, 164, 165, 166, 167, 168, 169, 170, 176, 177, 178, 179, 180, 181, 189, 190, 199, 200, 206, 207, 229, 231, 240, 246, 247, 248, 249, 250, 251, 253, 255, 256, 258, 259, 266, 269, 270, 275, 276, 277, 278, 280, 281, 288, 289, 295 PHEASANT RUN, A SUBDIVISION, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122. OF LOT 299, PHEASANT RUN REPLAT #1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

1 Red

RECEIVED 1982 JAN - 7 PM 3:03 C. HAROLD OSTLER REGISTER OF DEEDS DOUGLAS COUNTY, NEBR.

Handwritten notes: Book 2483, Page 123, etc.



RELEASE OF MORTGAGE

COMES NOW Pheasant Run, Inc., a Nebraska corporation and hereby releases that certain mortgage given by Charles G. Smith and Nellie M. Smith, in the original principal amount of Seven Hundred Thirteen Thousand (\$713,000.00) Dollars, dated December 10, 1976, recorded December 23, 1976 in Book 2141 at Page 45, Mortgage Records as amended by instrument dated January 7, 1977 and recorded June 23, 1977 in Book 582 at Page 589, Miscellaneous Records, to amend the mortgage in Book 2141 at Page 45, Mortgage Records.

This Release releases the above mortgage and amendment thereto against all such mortgaged property and specifically as follows:

Lots 1 through 48, inclusive, 50 through 81, inclusive, 83 through 87, inclusive, 90 through 103, inclusive, Pheasant Run Replat II, a Subdivision in Douglas County, Nebraska.

This Release made and given this 14th day of January, 1982.

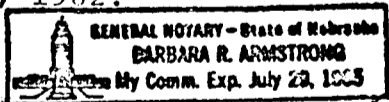
PHEASANT RUN, INC.

BY TED REEDER, PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, in and for said county and state personally appeared TED REEDER, President of Pheasant Run, Inc. and acknowledged his execution of the above instrument as his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 13th day of January, 1982.



Barbara R. Armstrong
Notary Public

RECEIVED
1982 JAN 15 AM 8:55
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Handwritten notes and stamps: 2002, 199, 276, 2775, 2775, 84-351

10 Rec.