



MTG 2010030908



APR 13 2010 09:03 P 4

Fee amount: 25.50
FB: SEE ATTACHED
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
04/13/2010 09:03:06.00



2010030908

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

Deed of Trust

**THIS DEED OF TRUST (the "Trust") dated this 22nd day of February 2010
BETWEEN:**

Rising-Sun Developers LLC
2607 N 157th St. Omaha NE-68116
(the "Trustor")

-AND-

Mohammed Quader
1645 N 128 Circle Omaha NE 68154
(the "Beneficiary")

The Trustee

First American Title Insurance Company
13924 Gold Circle, Omaha NE-68144

Background

A. The Trustor, being registered as owner of the estate in the following described property (the "Property") located at **2208, 2226 & 2302 N Street and 4824-4834 & 4901 S 23rd Street** in Douglas County, State of Nebraska, United States with the following legal description:

Legal Desc: (1) Lots 10-13 inclusive, Block 113, South Omaha City Lots **04-81000**
 (2) Lot 5, Block 87, South Omaha City Lots
 (3) Lot 6, Block 87, South Omaha City Lots
 (4) E 100' of Lot 7, Block 87, South Omaha City Lots
33-37100 (5) Lots 5 & 6, Stones-RM-Subdivision, and
 (6) W 44' of Lots 17 and 18, Block 112, South Omaha City Lots

B. Any buildings or structures on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and Improvements located on, above or below the surface of the Property are covered by this Trust. However, no additions, alterations or improvements will be made by the Trustor without the Beneficiary's prior written consent. Any addition, alteration or improvement will be subject to all recorded easements, rights of way, conditions, encumbrances and limitations, and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.

IN CONSIDERATION OF the sum lent to the Trustor by the Beneficiary, in the amount of \$560,000.00 U.S. DOLLARS (the "Principal Amount") the receipt of which the Trustor does hereby acknowledges itself indebted, the parties to this Trust agree as follows:

U.C.C. Security Agreement

1. It is agreed that if any of the Property herein trusted is of a nature so that a security interest in the Property can be perfected under the Uniform Commercial Code, this instrument will constitute a Security Agreement and Trustor agrees to join with the Beneficiary in the execution of any financing statements and to

execute any and all other instruments that will be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

Governing Law

2. This Trust will be governed by both the law of Nebraska and any applicable federal law ("Applicable Law"). All rights and obligations contained in this Trust are subject to any requirements and limitations of Applicable Law.

MATTERS RELATING TO PAYMENT

Promise to Pay

3. The Trustor, for value received, promises to pay to the Beneficiary, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Trust or in any amendment, extension or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

Interest

4. The Trustor agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 6.25% calculated per annum and compounding monthly, (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins (the "Interest Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:

a. The Principal and interest will be repaid in consecutive monthly installments of \$4,093.20 each on the 1st of each month;

b. The Interest Adjustment Date for this Trust is March 1st, 2013; The adjusted rate would reflect the current available rates that are offered by lending institutions at that time.

c. The balance, if any, of the Principal Amount and any interest thereon and any other moneys owing under this Trust will be due and payable no later than the 7th of each month the payment is due.

October 1st, 2020 (the "Maturity Date"). Although the term of the loan is 20 years, the Trustor plans to pay an additional amount to go towards principal each month.

First Payment Date: 4/01/2010

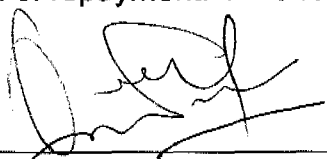
Payment P+I made: Monthly on the First


For the first year an additional \$2000.00/month will be paid towards to pay the loan off.

Maturity Date:

Prepayment of partial or entire principal is allowed at any time.

Location of repayment: 1645 N 128 Circle Omaha NE 68154


Beneficiary Mohammed Quader

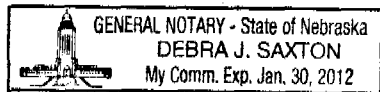

Trustor Rising-Sun Developers
By Naushad Qureishi, Manager

STATE OF NEBRASKA)

COUNTY OF Douglas)ss.

On this 12 day of April, 2010, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Naushad Qureishi, Manager of Rising-Sun Developers LLC, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.



Debra J. Saxton

Notary Public

My commission expires the ____ day of _____, _____.