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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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After Filing Return To: Scott A. Meyerson, Esq., Likes Meyerson Hatch LLC, 444 Regency Parkway Dr., Suite 100, Omaha, NE 68114

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AGREEMENT SECURES AMONG OTHER THINGS FUTURE ADVANCES AND OBLIGATIONS AND IS TO BE GOVERNED BY THE PROVISIONS OF SECTION 76-238.01 OF THE NEBRASKA STATUTES. THE TOTAL PRINCIPAL AMOUNT OF OBLIGATIONS THAT MAY BE SECURED HEREUNDER IS \$730,000.

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("Security Instrument") is made as of this 29 day of April, 2015, by Tony Kim & Mia Kim, husband and wife, as trustor ("Trustor") having an address of 1 SPYRACK, Irvine, CA 92602, to Scott A. Meyerson, Esq., as trustee ("Trustee") having an address of 444 Regency Parkway Dr, Suite 100, Omaha, Nebraska 68114, for the benefit of Prince Realty, LLC, as beneficiary ("Lender") having an address of 8405 Indian Hills Dr., #2A7, Omaha, Nebraska 68114.

WITNESSETH:

WHEREAS, Trustor is indebted to Lender in the principal sum of Seven Hundred Thirty Thousand and No/100 Dollars (\$730,000.00) which indebtedness is evidenced by a promissory note in the original principal sum of \$730,000.00 made by Trustor dated of even date herewith and having a maturity date of June 1, 2028 (hereinafter called the "Note").

NOW THEREFORE, for the purpose of securing:

- (a) payment of the Note, together with interest thereon, late charges, prepayment premiums, fees, any future advances, and all extensions, modifications, substitutions and renewals thereof,
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Security Instrument or the property secured hereby in accordance with the terms hereof and the performance of the covenants and agreements of Trustor, whether or not set forth herein,

(c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained or incorporated by reference herein or in any other security instrument, document or agreement at any time given to secure the Note, or otherwise executed in connection therewith, and

(d) repayment of all other sums or future advances, with interest thereon, which may heretofore have been or hereafter be advanced by Lender to Trustor or Trustor's successor in interest or title,

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, transfers and conveys to Trustee, in trust, WITH POWER OF SALE, the real estate legally described as:

Lot 2, Hoberman Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

together with (i) all buildings, structures, fixtures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, goods, machinery, and all other articles of personal property now or hereafter attached to, located upon, used, or adapted for use in the operation of, the Trust Property, including without limitation, all heating, cooling, air conditioning, ventilating, refrigeration, generating, lighting, plumbing, power, water, lifting, laundry, maintenance, incinerating, cleaning, fire prevention and extinguishing, security and access control, gas, cooling, electric and communication fixtures, equipment and apparatus, all pipes, pumps, tanks, motors, engines, dynamos, conduits, transformers, ducts, oil burners, compressors, water heaters, furnaces and boilers, all ovens, ranges, stoves, refrigerators, disposals, dishwashers, washing and drying machines and other appliances, all escalators and elevators, all cabinets, partitions, built-in mirrors, mantels, panels, shades, windows and sashes, all carpeting, underpadding and draperies, all furnishings of public spaces, halls, lobbies and common areas, and all shrubbery and plants, (iii) all easements and rights of way appurtenant thereof, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature) pertaining thereto, (v) all rents, issues, profits and income therefrom, (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance, condemnation awards and tax refunds or rebates in connection with real estate taxes), and (x) any and all other rights of Trustor in and to the items set forth in the foregoing sections and in and to the real estate described above all of which is hereinafter collectively called the "Trust Property".

TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Title. Trustor covenants, warrants and agrees with Lender, and its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Security Instrument is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Security Instrument as a first and paramount lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Security Instrument, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such 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 Security Instrument, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Lender.

2. Condition. Trustor shall not commit, suffer or permit any waste or deterioration of the Trust Property. Nothing contained herein shall prohibit Trustor from demolishing all existing buildings and improvements on the Trust Property in anticipation of the development of the same.

3. New Construction. Trustor shall complete in good and workmanlike manner any demolition or new construction which may be hereafter commenced upon or with respect to the Trust Property, to pay when due all costs and expenses incurred therefor, and not to permit any construction liens against the Trust Property to remain in place for more than thirty (30) days.

4. Payment of Charges. Trustor shall pay, before they become delinquent, all real estate taxes and assessments and ground rents, if any, and all premiums for insurance. Trustor further agrees to pay all taxes, assessments and other charges levied upon or assessed, placed or made against, or measured by, this Security Instrument or the recordation hereof.

5. Application of Payments. All payments received by Lender as to any debt, liability or obligation owed to Lender by Trustor may be applied by Lender to the payment of the Indebtedness or to any such other debt, liability or obligation, in any order or manner of application which Lender, in its absolute discretion, deems appropriate. Unless otherwise elected by Lender, any such payment shall be deemed applied first to the payment of any debt, liability or obligation other than the Note.

6. Charges; Liens. Trustor will keep the Trust Property free from all charges, liens and encumbrances, whether statutory, voluntary or involuntary (other than the lien created by this Security Instrument, any other instrument, document or agreement given to Lender contemporaneously herewith as security for the Indebtedness), and whether superior or inferior to this Security Instrument, excluding however: (a) non-delinquent real estate tax liens, and (b) non-delinquent special assessment liens.

7. Insurance. Trustor shall maintain with an insurance company having a current rating in Best's Key Rating Guide of at least A:VIII comprehensive public liability insurance covering claims for bodily injury, death and property damage in an amount no less than the full replacement cost of the Trust Property and naming Lender as an additional insured. The policy or policies of insurance shall be in form and content acceptable to Lender and provide that the same may not be modified without thirty (30) days prior written notice to Lender. In the event of Lender's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale.

8. Compliance with Laws. Trustor will comply with all present and future ordinances, requirements and regulations of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof.

9. Inspection. Lender or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection at Lender's sole cost and expense. Lender shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection.

10. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Security Instrument and such failure continues for a period of ten (10) days after written notice from Lender to Trustor (except in the event of emergency in which case no notice need be given to Trustor), or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Lender therein or the title of Trustor thereto, then Lender, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Lender deems reasonably necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees. Any amounts

disbursed by Lender pursuant hereto, with interest thereon, shall constitute Indebtedness of Trustor secured by this Security Instrument. Unless Trustor and Lender agree to other terms of payment, such amounts shall be payable upon demand from Lender to Trustor, and shall bear interest from the date of disbursement at the interest rate in the Note plus 500 basis points. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Lender to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as herein provided. Lender shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment thereof paid or discharged by Lender under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Security Instrument.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Lender. Trustor irrevocably authorizes and empowers Lender, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Lender in the collection thereof, at the sole discretion of Lender, be released to Trustor, applied to restoration of the Trust Property, or applied to the payment of the Indebtedness as a prepayment of the Note. Unless otherwise provided in the Note, any such application of proceeds to Indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for thereunder.

12. Trustor Not Released. Extension of the time for payment or modification of any amortization of the Indebtedness granted by Lender to any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor or Trustor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the Indebtedness by reason of any demand made by Trustor or Trustor's successors in interest.

13. Assignment of Rents. Trustor hereby assigns to Lender all rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or letting of, or of any agreement for the use or occupancy of the Trust Property, or any part thereof (hereinafter called the "Rents") and Trustor hereby confirms upon Lender the right, power and authority to collect all Rents hereby irrevocably appointing Lender its true and lawful attorney-in-fact to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Trustor for all Rents and to apply the same to the Indebtedness. Trustor hereby declares its intention to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and leases and to authorize and empower Lender to collect and receive all Rents and exercise all of Trustor's rights under all leases (including, without limitation, the right to modify, extend or terminate any such lease) without any further action by Trustor; it being intended that this assignment is effective immediately and not an assignment made for security only, notwithstanding any provision hereof to the contrary. Furthermore, Lender shall have the right to notify all tenants and occupants of the Trust Property to pay Lender all Rents due or to become due. Prior to the occurrence of an Event of Default, Trustor shall hold a revocable license to collect the Rents; immediately upon the occurrence of an Event of Default, such license shall be revoked and all Rents shall be paid to Lender.

Nevertheless, subject to the terms of this Security Instrument, Lender grants to Trustor a revocable license (i) to manage the leasing activities of the Trust Property, (ii) to exercise all of Trustor's rights under the leases, and (iii) to collect and receive the Rents in trust for Lender and to apply the Rents to discharge all current amounts due on the Indebtedness and to pay the current costs of managing, operating and maintaining the Trust Property. So long as no Event of Default exists, the Rents remaining

after application pursuant to the preceding sentence may be retained by Trustor free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument. From and after the occurrence of an Event of Default, and without the necessity of notice or prior demand or Lender's entering upon and taking and maintaining control of the Trust Property (whether directly or through a receiver), the license granted to Trustor by this Section shall terminate automatically, and Lender shall be entitled to receive and collect the Rents as they become due and payable and exercise all of Trustor's rights or the rights of lessor under the Leases and with respect to the Rent. Lender's right to revoke the license granted to Trustor is in addition to all other rights and remedies available to Lender following an Event of Default.

Neither the granting of this assignment to Lender, nor Lender's exercise of any rights or remedies with respect to this assignment, shall be construed (i) to make Lender a "mortgagee in possession" of the Trust Property in the absence of Lender itself taking actual possession of the Trust Property, or (ii) to obligate Lender to take any action with respect to the leases, including, without limitation, the performance of any obligation to be performed on the part of Trustor under any of the leases, which shall remain exclusively with Trustor. Without limiting the foregoing, this assignment shall not operate to place on Lender any obligation or liability for: (i) the control, care, management or repair of the Trust Property; (ii) for carrying out any of the terms and conditions of the Leases; (iii) any waste committed on the Trust Property by tenants or any other parties; (iv) any dangerous or defective condition of the Trust Property (including, without limitation, the presence of any Hazardous Materials as defined in the Environmental Indemnity); or (v) any negligence in the management, upkeep, repair or control of the Trust Property resulting in injury or death to any tenant or any other party or any loss of personal property. Trustor, for itself and any party claiming under or through Trustor, hereby releases and discharges Lender from any such liability to the fullest extent permitted by law. Lender shall be obligated to account only for Rents actually collected or received by Lender, and Lender shall not be liable for any loss sustained by Trustor resulting from Lender's failure to lease the Trust Property after an Event of Default.

14. Sale, Transfer or Encumbrance. Lender shall have the option of accelerating maturity of the Note in the event of any sale, transfer or encumbrance of the Trust Property.

15. INTENTIONALLY OMITTED.

16. Waiver of Statute of Limitations; Forbearance by Lender Not a Waiver. Time is of the essence in all of Trustor's obligations and duties hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Security Instrument or any rights or remedies contained herein. Any forbearance by Lender 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. The procurement of insurance or payment of taxes or the discharge of liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness.

17. Assignment of Deposits. In the event construction of improvements in or upon the Trust Property is hereafter undertaken in accordance with the terms of this Security Instrument, Trustor hereby transfers and assigns to Lender, as additional security for the Indebtedness, all right, title and interest to any and all monies deposited by or on behalf of Trustor with any city, county, public body or agency, sanitary district, utility company, and any other body or agency, for the installation or to secure the installation of any utility or improvement by Trustor, pertaining to the Trust Property.

18. Remedies Cumulative. All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

19. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender, Trustee and Trustor. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Notice. Except for any notice required under applicable law to be given in another manner, all notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Lender as provided herein, and addressed to Lender at its mailing address set forth above or at such other address as Lender may designate by notice to Trustor as provided herein. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

21. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument which can be given effect without the conflicting provisions and to this end the provisions of this Security Instrument are declared to be severable.

22. Events of Default. Each of the following occurrence shall constitute an event of default hereunder (hereinafter called an "Event of Default"):

- (a) Trustor shall fail to pay when due any principal, interest, or principal and interest on, or any other sums due and payable under the Note;
- (b) any warranty of title made by Trustor herein shall be untrue;
- (c) Trustor shall breach or default in the terms and provisions of paragraph 14;
- (d) a trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within sixty (60) days after the date on which such order or petition was filed, or Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property;
- (e) final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a stay of execution pending such appeal;
- (f) Trustor shall fail to observe or perform any of the other covenants, agreements or conditions in this Security Instrument not provided for above and such failure shall continue for a period of thirty (30) days after written notice from Lender to Trustor; provided, if the nature of the failure is such that it cannot be cured within such thirty (30) day period, then Trustor shall have a reasonable period in which to cure such failure if Trustor commences such cure within the

thirty (30) day period and Lender determines, in its sole judgment and discretion, that Trustor is working diligently to complete the cure;

(g) Trustor shall fail (after the giving of any notice and/or the expiration of any grace period provided therein) to perform or observe any of the covenants, conditions or agreements contained in, or binding upon Trustor under, or any event of default shall occur under the Note;

(h) Trustor shall fail to observe and perform all of the terms and provisions of any permitted secondary liens upon the Trust Property; or

(i) A material adverse change occurs in Trustor's financial condition, or Lender believes in good faith the prospect of payment or performance of the Note is impaired.

23. Remedies: Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Lender may, at its option, declare all the Indebtedness secured hereby immediately due and payable and the same shall thereupon bear interest at the default rate set forth in the Note and, irrespective of whether Lender exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

(a) Lender may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any acts which Lender deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive Rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Lender's costs, upon the Indebtedness secured hereby and in such order as Lender may determine. Upon request of Lender, Trustor shall assemble and shall make available to Lender any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any Rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Lender's continuance in possession or receipt and application of rents, issues or profits, Lender shall be entitled to exercise every right provided for in this Security Instrument or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any actions referred to in this paragraph may be taken by Lender at such time as Lender may determine without regard to the adequacy of any security for the Indebtedness secured hereby.

(b) Lender shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.

(c) Lender may bring any action in any court of competent jurisdiction to foreclose this Security Instrument or enforce any of the covenants hereof.

(d) Lender may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Lender or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Lender, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including the payment of

trustee's fees actually incurred, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Lender in enforcing any right under this Security Instrument, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall, to the extent permitted by law, be and constitute Indebtedness secured hereby.

24. Duties of Trustee. Trustor agrees that:

(a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Security Instrument and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

(b) no provision of this Security Instrument shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

(c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

(d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Security Instrument.

25. Waiver of Rights of Redemption and Other Rights

(a) Waiver of Rights of Redemption, Marshalling and Other Rights. Trustor hereby waives, to the fullest extent permitted by law, the benefit of all laws, now or hereafter in force, providing for (a) the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof pursuant to this Security Instrument or any decree, judgment or order of a court of competent jurisdiction; (b) the right to stay or extend any such proceeding, to have this Security Instrument reinstated or to redeem the Trust Property or any portion thereof so sold; (c) rights of marshalling relating to any such sale or sales; (d) any right to require that the Trust Property be sold as separate tracts or units in connection with enforcement of this Security Instrument; and (e) the benefit of any moratorium, exemption or homestead rights now or hereafter provided. Trustor makes such waivers on its own behalf and on behalf of all parties now or hereafter claiming or having an interest (direct or indirect) by, through or under Trustor.

(b) Waiver of Counterclaim. Trustor hereby waives, to the fullest extent permitted by law, the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Trustee or Lender arising out of, or in any way connected with, the Indebtedness or the obligations hereunder.

(c) Waiver of Foreclosure Defense. Trustor hereby waives, to the fullest extent permitted by law, any defense Trustor might have by reason of Lender's failure to make any tenant or tenant of the Trust Property a party defendant in any foreclosure instituted by Lender.

(d) Waiver of Notices Generally. Trustor hereby waives, to the fullest extent permitted by law, its rights to notice from Lender except when this Security Instrument, the Note, or applicable law expressly provides for or requires Lender to give notice to Trustor.

(e) Waiver of Statute of Limitations and Laches. Trustor hereby waives, to the fullest extent permitted by law, the benefit of any statute of limitations or laches defense to payment of the Indebtedness or performance of the obligations hereunder.

(f) WAIVER OF TRIAL BY JURY. TRUSTOR WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS TRUSTOR AND LENDER.

(g) Consent to Jurisdiction. Trustor hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in Douglas County, Nebraska with respect to any legal action or proceeding arising with respect to this Security Instrument or the Note and waives all objections which it may have to such jurisdiction and venue. Nothing herein shall, however, preclude or prevent Lender from bringing actions against Trustor in any other jurisdiction as may be necessary to enforce or realize upon the security herein provided.

26. Additional Provisions. The provisions set forth below control in the event of any conflict with the other terms of this Security Instrument.

(a) Deed of Trust Future Advance Security Instrument. This Security Instrument is governed by Section 76-238.01 of the Nebraska Revised Statutes and secures present and future advances and present and future obligations, whether optional or obligatory. The future advances and future obligations secured hereby may be evidenced not only by this Security Instrument and the Note, but also such other notes, guarantees and other documents executed and delivered by Trustor to Lender subsequent to the date hereof. Neither the existence or priority of this Security Instrument shall be adversely affected if at any time or from time to time subsequent to the date hereof there are no obligations secured hereby or the obligations secured hereby are reduced to zero. Subject only to the limitations of said Section 76-238.01 aforesaid, the total amount of obligations secured hereby may increase or decrease from time to time without affecting the validity or priority of this Security Instrument.

(b) Additional Event of Default. It shall be an additional Event of Default under Section 23 of this Security Instrument if Trustor shall give any notice pursuant to Section 76-238.01 of the Nebraska Revised Statutes, or otherwise by which Trustor elects to terminate the operation of this Security Instrument as security for future advances or future obligations made or incurred after the date Lender receives such notice, or Trustor shall take any other action for the purpose of limiting or attempting to limit the operation of this Security Instrument as such security.

(c) Deed of Trust Trustee's Sale. If an Event of Default shall occur hereunder, Trustor hereby agrees that Trustee, at the direction of Lender, may proceed to sell the Property and any and every part thereof, at public venue, to the highest bidder, at the customary place in the county in which the Trust Property is located, for cash, first giving the public notice required by law of the time, terms and place of sale, and of the property to be sold; and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of indebtedness hereby secured, existence of the indebtedness so secured, notice of advertisement, sale, receipt of money, and the happening of any of the events whereby any successor trustee became successor as herein provided, shall be prima facie evidence of the truth of such statement or recital; and the Trustee shall receive the proceeds of such sale, and the Trustee covenants faithfully to perform the trust herein created.

27. Security Agreement and Fixture Filing. This Security Instrument shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Nebraska Uniform Commercial Code with respect to all goods constituting a part of the Trust Property which are or are to become fixtures related to the real estate described herein, together with all substitutions and replacements therefor and all other property of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. For this purpose, the following information is provided:

- (a) Name & Address of Debtor: Tony Kim & Mia Kim
Laprock
Irvine CA 92602
- (b) Name & Address of Secured Party: Prince Realty, LLC
8405 Indian Hills Dr., #2A7
Omaha, NE 68114

With copy to: Scott A. Meyerson, Esq., Trustee
c/o Likes Meyerson Hatch LLC
444 Regency Parkway Dr., Suite 100
Omaha, NE 68114

- (c) This document covers goods which are or are to become fixtures.

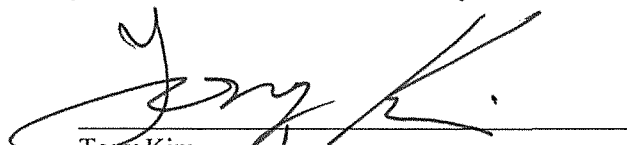
28. Reconveyance. Upon payment of all Indebtedness secured by this Security Instrument, Lender shall request Trustee to re-convey the Trust Property and shall surrender this Security Instrument and the Notes evidencing the Indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

29. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Trust Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.


30. Miscellaneous Rights of Lender. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Lender, its agent or any purchaser following trustee's sale, foreclosure or under deed in lieu of trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

31. Request for Notice. Each party to this Security Instrument hereby requests that copies of any notice of default and notice of sale (as described in the Nebraska Trust Deeds Act) be sent to them at their respective mailing addresses set forth above.

IN WITNESS WHEREOF, this Security Instrument has been executed by Trustor as of the day and year set forth above.



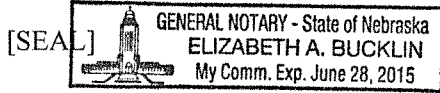
Tony Kim



Mia Kim

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

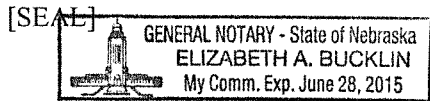
On this 29 day of April, 2015, before me, a notary public in and for said county and state, personally came Tony Kim, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Elizabeth A. Bucklin
Notary Public
Printed Name:

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 29 day of April, 2015, before me, a notary public in and for said county and state, personally came Mia Kim, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Elizabeth A. Bucklin
Notary Public
Printed Name: