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Register of Deeds, Douglas County, NE
11/28/2016 07:46:01.00



2016098374

RETURN TO:
DRI Title & Escrow
13057 W. Center Rd., Ste #1
Omaha, NE 68144

DEED OF TRUST

** a married person*
THIS DEED OF TRUST is made this 18th day of March, 2016, between Juan E. Contreras and Norberto Torres Martinez, ^{*- a single person*} (hereinafter "Trustor", whether one or more), who address is 5814 S. 22nd Street, Nebraska 68107, and Dennis L. Hardt, Attorney at Law (hereinafter "Trustee") whose address is 13911 Gold Circle, Suite 120 Street, Omaha, NE 68144; for the benefit of Ilya Dobin, (hereinafter "Beneficiary", whether one or more), whose address is 4537 S. 134th Avenue, Omaha, NE 68137.

Trustor and Trustee covenant and agree as follows:

SECTION 1. PROPERTY IN TRUST.

Trustor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Douglas, State of Nebraska:

The West 50 feet of Lots 9 and 10 and all of Lot 11, Block 133, South Omaha, now a part of the City of Omaha, Douglas County, Nebraska.

together with all its appurtenances and all easements and right of way used in connection with the property (hereinafter the "Property").

SECTION 2. PROMISSORY NOTE SECURED.

This Deed of Trust is given to secure to Beneficiary the repayment of the indebtedness evidenced by a promissory note executed by Juan E. Contreras and Norberto Torres, Martinez, dated March 18, 2016, in the principal sum of One Hundred Twelve Thousand Seven Hundred Sixty Dollars and Thirty-nine Cents (\$112,760.39), with all sums, both principal and interest, due and payable in full on or before March 18, 2021, (hereinafter the "Note").

SECTION 3. TITLE.

Trustor covenants that it owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants and any pre-existing mortgage, if any, as of this date.

SECTION 4. PAYMENT OF PRINCIPAL AND INTEREST.

Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and shall perform all of the covenants set forth in said Note. *1554353.1200850*



SECTION 5. APPLICATION OF PAYMENTS.

All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in accordance with the terms and conditions of the Note.

SECTION 6. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.

Trustor shall perform all of Trustor's obligations under any prior deed of trust and any other prior liens. Trustor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust. Despite the foregoing, Trustor shall not be required to make payments otherwise required by this paragraph if Trustor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof.

SECTION 7. PROPERTY INSURANCE.

7.1 Coverage. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

7.2 Insurance Carrier. The insurance carrier providing the insurance shall be qualified to write Property Insurance in the State of Nebraska and shall be chosen by Trustor subject to Beneficiary's right to reject the chosen carrier for reasonable cause.

7.3 Insurance Policies. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

7.4 Notice of Loss. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

7.5 Insurance Proceeds. Insurance proceeds shall be applied to the restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Section 19.3 by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

7.6 No Effect on Installments. Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 4, or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Section 16 the Property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

7.7 Respective Rights. All of the rights of Trustor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

SECTION 8. PRESERVATION AND MAINTENANCE OF PROPERTY.

Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Trustor shall perform all of Trustor's obligations under any declarations, covenants, by-laws, rules or other documents governing the use, ownership or occupancy of the Property.

SECTION 9. PROTECTION OF BENEFICIARY'S SECURITY.

9.1 Cure of Defects. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Trustor if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. *Trustor hereby assigns to Beneficiary any right Trustor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

9.2 Reimbursement by Trustor. Any amounts disbursed by Beneficiary pursuant to Section 9.1 shall become additional indebtedness of Trustor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest at the rate of nine percent (9.0 %) per annum. Nothing contained in this Section 9 shall require Beneficiary to incur any expense or take any action hereunder.

SECTION 10. ENVIRONMENTAL WARRANTIES.

Trustor hereby warrants, covenants and assures the Beneficiary that:

10.1 Hazardous material. The Property is not being used nor has it ever been used for any activities involving Hazardous Material nor have Hazardous Materials been discharged, disbursed, released, stored, treated, generated, disposed of allowed to escape on or under the Property. No Hazardous Material or Hazardous Material storage facility is presently situated on or under the Property.

10.2 Hazardous material defined. For the purposes of this Deed of Trust "Hazardous Material" shall include but not be limited to:

10.2.1 "Hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §1801, et seq., as now or hereinafter amended;

10.2.2 "Hazardous waste", as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901, et seq., as now or hereinafter amended; and/or

10.2.3 Any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or statute (including consent decrees, and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substance or material, all as now or hereinafter amended;

10.2.4 Crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and any radio active material, including any course, special nuclear or by-product material as defined at 42 U.S.C. §2011, et seq., as now or hereinafter amended.

SECTION 11. INSPECTION.

Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Trustor notice prior to any such inspection specifying the reasonable cause therefore related to Beneficiary's interest in the Property.

SECTION 12. CONDEMNATION.

12.1 **Assignment of Proceeds.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary as herein provided. *However, all of the rights of Trustor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

12.2 **Application of Proceeds.** In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. In the event of a partial taking of the Property, the proceeds shall be divided between payment upon the sums secured by this Deed of Trust and payment to the Trustor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Trustor's equity in the Property immediately prior to the date of taking. Trustor's equity means the fair market value less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes).

12.3 **Abandonment of Property by Trustor.** If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within 30 days after the date such notice is given, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

12.4 **No Effect on Installments.** Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 4, nor change the amount of such installments.

SECTION 13. TRUSTOR NOT RELEASED.

Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor, nor Trustor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor nor Trustor's successors in interest.

SECTION 14. FORBEARANCE BY BENEFICIARY NOT A WAIVER.

Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

SECTION 15. REMEDIES CUMULATIVE.

Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

SECTION 16. ACCELERATION; FORECLOSURE; OTHER REMEDIES.

16.1 **Acceleration.** Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust or in the Note, or upon any default in a prior lien upon the Property, at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable. To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

16.2 **Power of Sale.** If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Trustor of Trustor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Trustor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels

as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

16.3 **Proceeds of Sale.** Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

SECTION 17. TRUSTOR'S RIGHT TO CURE DEFAULT.

Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no acceleration had occurred, and the foreclosure proceedings shall be discontinued.

SECTION 18. RELEASE.

Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Trustor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice, shall obtain at Beneficiary's expense, and file, any lost instrument bond required by Trustee or pay the cost thereof to affect the release of this Deed of Trust.

SECTION 19. MISCELLANEOUS PROVISIONS.

19.1 **Binding Effect.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, personal representatives, successors and assigns of Beneficiary and Trustor. All covenants and agreements of Trustor shall be joint and several.

19.2 **Captions.** The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

19.3 **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Trustor or (2) mailing such notice by certified mail, return receipt requested, addressed to Trustor at Trustor's address stated herein or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in any manner designated herein.

19.4 **Governing Law.** The Note and this Deed of Trust shall be governed by the law of Nebraska.

19.5 **Severability.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust and Note which are declared to be severable.

19.6 **Trustor's Copy.** Trustor acknowledges receipt of a copy of the Note and of this Deed of Trust.

19.7. **Payment of Taxes and Special Assessment.** Trustor shall pay in a timely manner all real estate taxes and special assessments levied against the Property. Should any such taxes become delinquent such delinquency shall be considered a default hereunder.

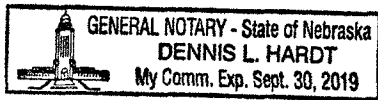
Juan E Contreras
Juan E. Contreras

Norberto Torres
Norberto Torres Martinez

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of March, 2016, Juan E. Contreras and Norberto Torres Martinez personally appeared before me, whose identities were proven on the basis of satisfactory evidence to be the persons whose names are subscribed on this Deed of Trust, and acknowledged that they executed it as their voluntary act and deed.

WITNESS my hand and official seal.



Dennis L. Hardt
Notary Public