

MISC 2013078264



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BKP EXAM *[Signature]*

IND SCAN PRF

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/1/2013 14:59:56.81



2013078264

THIS PAGE INCLUDED FOR INDEXING
 PAGE DOWN FOR BALANCE OF INSTRUMENT.

RETURN TO: SAM MURANTE
2411 O St.
Omaha, NE 68107
402-699-3929

CHECK NUMBER

Sam Murante Sr
2411 O Street Ste 2
Omaha, Nebraska

Sam Murante Sr) AFFIDAVIT to include promissory note

Re: Lien to be placed on property at 5002 S 24th Street, 5006 S 24 and 5015 S 24 Omaha Ne 68107

The undersigned affiant, Sam Murante Sr, being first duly sworn, hereby deposes and says:

- 1 I am over the age of 18, suffer no legal disabilities, have personal knowledge of the facts set forth below and in the attached promissory note attached and dated 6/01/06 & modified & reaffirmed 6/01/13 and am competent to make this affidavit.
- 2 I am the borrower in the attached promissory note and certify that it is true and accurate and that at the time the note was signed in 6/01/06 that I was the managing member of Property Ventures LLC and recognize that Property Ventures did borrow \$101,768.12 and is then responsible to John M Murante (Holder) for the repayment of that debt of money borrowed.
- 3 I certify that this money (\$101,768.12) came from a partnership of which John M Murante was a 50% partner and that Property Ventures has an obligation to repay that same debt plus interest.
- 4 This Affidavit is intended to encumber the property described as follows and to secure repayment of that debt upon the sale of that same property described as follows.
- 5 Address is 5002 S 24th Street and Legal is South Omaha City Lots lot 1, block 84 (60 x 150) an addition to the city of Omaha as surveyed, platted and recorded in Douglas County and 5006 S 24, Legal South Omaha City Lots 2 Block 84 N 36 ft 36 x 150, an addition to the city of Omaha as surveyed. Platted and recorded in Douglas County Nebraska and 5015 S 25 St, Legal So Omaha 1st add lot 10, block 2 60 x 150 as surveyed platted and recorded in Douglas County Nebraska.

This the 1st day of August, 2013



Sam Murante Sr

Continued on next page
Page 1 of 4

Acknowledgement
State of Nebraska
Douglas County

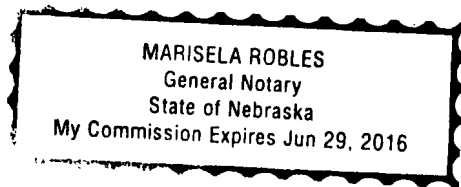
The foregoing instrument was acknowledged before me this 1st of August 2013

SAM MURANTE SR.



Notary Public Signature

Affix seal here



Page 2 of 4

Page 3 of 4 and 4 of 4 are the two (2) pages of the Promissory note agreement and attached hereto.

Promissory Note Agreement

\$101,768.12

6/01/06

3 LOANS FROM EQUUS TOTAL TO PULL IN 2002

For value received the undersigned, SAM MURANTE (herein called "Borrower") promises to pay to SAM MURANTE, or assignee herein called "Holder"), at such place as the Holder of this Note may from time to time designate, the principal sum of \$101,768.12 and No/100 Dollars (\$ 101,768.12) with interest from the date hereof on the unpaid principal balance at the interest rate of 5 percent (5%) per annum on the following terms and conditions.

1. **Principal and Interest Payments.** Borrower agrees to make a lump sum payment to include accrued principal and interest no later than 6/01/10

2. **Prepayment.** Borrower may prepay this Note in full at any time without penalty.

3. **Maturity Date.** All principal and interest remaining outstanding as of the 6/01/10 (the Maturity Date) shall be paid on that date. *REVISED 5/5/10*

4. **Default.** If any payment required by the terms hereof, or by the terms of any other documents evidencing or securing this Note (the Loan Documents), is not paid when due, or if any other default occurs under the Loan Documents, the whole of the unpaid principal and interest owing on this Note shall, at the option of holder and without notice, become immediately due and payable. Holder's failure to exercise its option shall not be construed as a waiver of this provision with respect to any subsequent event of default.

Upon default, and continuing until such default has been cured, the interest rate shall be increased to the Default Rate. The Default Rate shall be the lesser of (a) sixteen percent (16%) per annum or (b) the highest rate legally permissible. *EN/A*

5. **Late Charge.** In the event any installment is not received by Holder upon its due date, Borrower agrees to pay to Holder an amount equal to four percent (4%) of the installment due as a Late Charge. This paragraph and the amount which it provides is in addition to all other rights and remedies of Holder.

6. **Waiver.** Borrower, for itself, its heirs, legal representatives, successors and assigns, hereby waives presentment, demand, protest, notice of dishonor and any other notices provided by law, and waives any right to be released by reason of any extension of time or change in terms of payment or by reason of any change, alteration or

release of any security given for the payment of this Note.


7. **Governing Law.** This Note shall be interpreted, construed and enforced according to the laws of the State of Nebraska.

8. **Maximum Rate of Interest.** Borrower does not intend to pay nor does Holder intend to charge, accept or collect any interest greater than the highest legal rate of interest which may be charged under applicable law. Should the acceleration of this Note or any charges made hereunder result in the computation of interest which would cause this Note to violate any such law, any and all such excess shall be and the same is hereby waived by Holder, and any and all such excess shall be credited by Holder to the balance due on this Note.

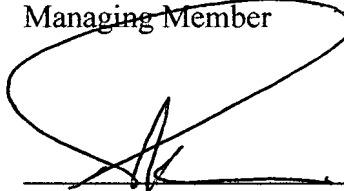
9. **Miscellaneous.**

(a) Principal, interest and charges are payable in lawful money of the United States.

(b) In this Note, the singular shall include the plural and this Note shall be the joint and several obligation of each Borrower





Property Ventures LLC by Managing Member
Managing Member



Individual

May 5, 2013
Loan, it does not appear that I will be able to have the funds to pay you off. I am therefore extending my obligation to pay you and need more time. The market is starting to recover and I just need more time. I agree to extend my obligation to pay you with the absolute deadline of the end of 2013 (12/31/2013). I was hoping the sale proceeds of the Sutherland project would have provided those funds but did not.

 AS Managing member of PV LLC
 AS Individual.