



MTG 2014063151



AUG 14 2014 14:19 P 12

Fee amount: 76.00
 FB: 16-19122
 COMP: BW

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 08/14/2014 14:19:26.00



2014063151

After recording please return to:
 Assurity Life Insurance Company
 Attn: Steven Hill, Senior Director
 2000 Q Street
 P.O. Box 82533
 Lincoln, NE 68501-2533

DEED OF TRUST

This DEED OF TRUST (this “**Deed of Trust**”) is made as of the 13th day of August, 2014, by and between, 2566 LEAVENWORTH, LLC, 2566 Leavenworth Street, Omaha, Nebraska 68105, as “**Trustor**,” BRYAN S. MICK, a member of the Nebraska State Bar Association, 11422 Miracle Hills Drive, Suite 401, Omaha, Nebraska 68154, as “**Trustee**,” and ASSURITY LIFE INSURANCE COMPANY, a Nebraska corporation, 2000 Q Street, P.O. Box 82533, Lincoln, Nebraska 68501-2533, as “**Beneficiary**”:

WITNESSETH

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale and the right of entry and possession, the property described hereto on Exhibit “A,” together with all interest which Trustor now has or may hereafter acquire in and to said property and in and to: (a) all easements and rights of way appurtenant thereto; (b) all buildings, structures, improvements, fixtures, equipment, furnishings and appurtenances now or hereafter placed thereon, it being intended and agreed that all classes of property attached or unattached, other than consumable goods, used or to be used in connection with said property, are conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all personal property of every kind or description, now existing or hereafter acquired, used or useful in the operation of, use or enjoyment of the property, including all substitutes, general intangibles and all items of property acquired with the proceeds of any of the foregoing. Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on

any of the aforementioned property. The property so conveyed to Trustee hereunder is hereinafter collectively referred to as the “**Mortgaged Property.**”

The Trustor absolutely and irrevocably grants, transfers and assigns to Beneficiary the rents, income, issues, and profits of all Mortgaged Property covered by this Deed of Trust.

FOR THE PURPOSE OF SECURING:

1. Payment of the principal sum of \$1,650,000.00, as evidenced by that certain Promissory Note of date even herewith (the “**Note**”) and payable to the order of Beneficiary, together with interest thereon, late charges, and prepayment fees according to the terms of the Note and all renewals, extensions, and modifications thereof.

2. Performance, discharge of and compliance with every obligation, covenant, and agreement of Trustor incorporated by reference or contained herein or in any other loan agreement, security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.

3. Payment of all fees and charges of Trustee or Beneficiary, whether or not set forth herein.

The obligations for payment and performance set forth in paragraphs 1 through 3 above are hereinafter collectively referred to as the “**Secured Obligations.**”

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

Title: That it is lawfully seized and possessed of a good and indefeasible title and estate to the Mortgaged Property in fee simple, and will forever warrant and defend the title thereto against the claims and demands of all persons whomsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a superior lien upon the Mortgaged Property.

Maintenance: To keep the Mortgaged Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions of all insurance policies covering the Mortgaged Property; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property; not to remove, demolish or materially alter any building, or the character or use thereof at anytime thereof; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon the Mortgaged Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the Mortgaged Property, the specific enumerations herein not excluding the general.

Fire and Casualty Insurance: To keep such property insured against loss or damage by fire and other risk or risks which, in the opinion of Beneficiary should be insured against, under policies of insurance showing Beneficiary as additional insured with loss payable to Beneficiary in form, amount, and companies acceptable to Beneficiary. Said policies shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these obligations, which delivery shall constitute an assignment by, Trustor to Beneficiary to all rights thereunder, including all return premiums. Also, to deliver to Beneficiary a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Trustor fails to so deliver any renewal policies, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustee nor Beneficiary shall be responsible for obtaining or maintaining such insurance.

Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information concerning the Secured Obligations. In no event, and whether or not default hereunder has occurred, shall Beneficiary, by the fact or approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder.

In the event of loss, Trustor shall give immediate written notice to Beneficiary, and Beneficiary may, but is not obligated to, make proof of loss if not made promptly by Trustor. In case of any loss, the amount collected under any policy of insurance on the Mortgaged Property may, at the option of the Beneficiary, be applied by Beneficiary upon any of the Secured Obligations and in such order and amount as Beneficiary may determine; or said amount or any portion thereof may, at the option of the Beneficiary, either be used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to Beneficiary, or said amount or any portion thereof may be released to the Trustor. In any such event, neither the Trustee nor the Beneficiary shall be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any of the Secured Obligations. Sums applied by Beneficiary to any of the Secured Obligations shall not be deemed to be a prepayment of any of the Secured Obligations nor be counted against the allowed prepayment amount specified by the Note. Such application, use, and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the Mortgaged Property covered thereby at any Trustee's sale held hereunder. If any of the Mortgaged Property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of Trustor in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to Beneficiary, to the extent necessary to avoid any loss to Beneficiary.

Taxes and Other Sums Due: Trustor will furnish to Beneficiary bills for such taxes and assessments thirty (30) days before such taxes and assessments become delinquent. Trustor shall further pay, satisfy and discharge (1) all encumbrances, charges and liens, with interest, on the

Mortgaged Property, or any part thereof, which are, or appear to Beneficiary to be prior to or superior hereto, (2) all costs, fees and expenses of this trust, whether or not described herein, (3) fees or charges for any statement regarding any Secured Obligation, secured hereby in any amount demanded by Beneficiary, not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) such other charges as the Beneficiary may deem reasonable for services rendered by Beneficiary and furnished at the request of Trustor or any successor-in-interest to Trustor, (5) if any portion of the Mortgaged Property includes a leasehold estate, all payments and obligations required of the Trustor or his successor in interest under the terms of the instrument or instruments creating such leasehold, Trustor hereby agreeing not to amend, change, or modify Trustor's leasehold interest or the terms on which Trustor has such leasehold interest, or to agree to do so, without the written consent of Beneficiary being first obtained, and (6) all payments and monetary obligations required of the owner of the Mortgaged Property under any declaration of covenants, conditions and restrictions pertaining to the Mortgaged Property, or any modification thereof. Should Trustor fail to make any such payment, Beneficiary, without contesting the validity or amount, may elect to make or advance such payment together with any costs, expenses, fees or charges relating thereto, including employing counsel and paying his reasonable fees, and such advances shall bear interest from the date made at the Default Rate (as defined in the Note). Trustor agrees to notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Mortgaged Property and agrees that Beneficiary, in the name of Trustor, may contest by appropriate proceedings such increase in assessment.

Sums Advanced to Bear Interest: To pay immediately upon demand any sums advanced or paid by Beneficiary or Trustee under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the Default Rate and shall be secured by this Deed of Trust.

Failure of Trustor to Comply with Deed of Trust: Should Trustor, beyond any applicable cure period, fail to make any payment, or to do any act as provided in this Deed of Trust, or fail to perform any obligation secured by this Deed of Trust, including but not limited to, any Secured Obligation, or do any act Trustor agreed not to do, Trustor shall be in default under this Deed of Trust. Beneficiary, without obligation so to do and without notice except as otherwise required to, or without demand upon Trustor and without releasing Trustor from any obligation hereof, and without contesting the validity or amount of the same, may (a) make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon any part of the Mortgaged Property for such purposes, (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto, and (c) in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor agrees to repay any amount so expended on demand of Beneficiary.

IT IS MUTUALLY AGREED THAT:

Litigation: Trustor shall defend this Deed of Trust and the priority lien created hereby in any action or proceeding purporting to affect any portion of the Mortgaged Property, whether or not it affects the security hereof, or purporting to affect the rights or powers of Beneficiary or Trustee, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or

destruction of such property; and either Trustee or Beneficiary is hereby authorized, without obligation so to do, to commence, appear in or defend any such action, whether brought by or against Trustor, Beneficiary or Trustee, or with or without suit, to exercise or enforce any other right, remedy or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Trustee or Beneficiary may appear or intervene in any action or proceeding, and retain counsel therein; and take such action therein, as either may be advised and may settle, compromise or pay the same or any other claims and, in that behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Trustor so appears or defends, Trustor on demand shall pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Beneficiary or Trustee in such property is directly questioned by such action, including but not limited to any action for the condemnation or partition of any of the Mortgaged Property and any suit or non-judicial action brought by Beneficiary to foreclose this Deed of Trust.

Condemnation: All sums due, paid or payable to Trustor, or any successor in interest of Trustor, whether by way of judgment, settlement or otherwise, (a) for injury or damage to the Mortgaged Property, or (b) in connection with any condemnation for public use or injury to the Mortgaged Property or any part thereof, or (c) in connection with the transaction financed by the loan secured hereby, or (d) arising out of all causes of action, whether accruing before or, after the date of this Deed of Trust, sounding in tort or contract, including causes of action for fraud or concealment of a material fact together with the settlements, proceeds, awards and damages, direct and consequential, in connection therewith, are hereby absolutely and irrevocably assigned and shall be paid to Beneficiary. Beneficiary shall be entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. Trustor agrees to execute such further assignments of any, compensation, award, damages, rights of action and proceeds as Beneficiary may require. Sums received by Beneficiary pursuant to this paragraph shall not be deemed to be a prepayment of the indebtedness evidenced by the Note nor be counted against the allowed prepayment amount specified in the Note.

The amount received by Beneficiary pursuant to this Deed of Trust under any fire or other insurance policy, in connection with any condemnation for public use of or injury to the Mortgaged Property, for injury or damage to the Mortgaged Property, or in connection with the transaction financed by the loan secured hereby are to be applied at the option of Beneficiary upon any of the Secured Obligations. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Consent, Partial Reconveyance, Etc.: That at any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this Deed of Trust upon the remainder of the Mortgaged Property for the full amount of the Secured Obligations, or the rights or powers of the Beneficiary or the Trustee with respect to the remainder of the Mortgaged Property, Trustee may (a) reconvey any part of such property, (b) consent to the

making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Full Reconveyance: That, upon written request of Beneficiary stating that all Secured Obligations have been paid, Trustee shall reconvey, without warranty, the Mortgaged Property. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as “the person or persons legally entitled thereto.” Such request and reconveyance shall operate as a reassignment of the rents, income, issues and profits hereinbefore assigned to Beneficiary.

Right to Collect and Receive Rents and Profits: Notwithstanding any other provisions hereof, Beneficiary hereby grants permission to Trustor to collect and retain the rents, income, issues and profits of the Mortgaged Property as they become due and payable, and such permission to Trustor shall not be revoked so long as Trustor is not in default. However, such permission to Trustor shall be automatically revoked upon default by Trustor in payment of any Secured Obligations or in the performance of any agreement hereunder. On any such default, Beneficiary may at any time without notice, either in person, by agent, or by receiver to be appointed by the Court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Mortgaged Property, or any part thereof, make, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents; in its own name sue or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney’s fees, upon any Secured Obligations and in such order as Beneficiary may determine; and except for such application, Beneficiary shall not be liable to any person for the collection or noncollection of any rents, income, issues or profits, for the failure to assert or enforce any of the foregoing rights, nor shall Beneficiary be charged with any duties and obligations of a mortgagee in possession. The entering upon and taking possession of any of the Mortgaged Property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Events of Default: Each of the following occurrences shall constitute an event of default hereunder (hereunder “**Event of Default**”):

a. failure by Trustor to pay within thirty (30) days of the date such payment is due and payable (calculated by including the due date), except with respect to the final payment, for which there is no grace period (i) any payment of principal of or interest on the Note or (ii) any other sum due hereunder, together with interest thereon;

b. failure by Trustor to punctually perform or observe any other agreement contained in the Deed of Trust (other than the monetary obligations described in subparagraph (a) above) and such failure shall not have been cured within thirty (30) after written notice from Beneficiary of such failure, provided that if such failure is not reasonably susceptible to cure within such time period, so long as in Beneficiary’s sole determination, Trustor is diligently proceeding to cure, such failure shall not constitute an Event of Default;

c. Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Trustor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof; or Trustor shall make any general assignment for the benefit of creditors, or shall admit in writing Trustor's inability to pay its debts generally as they become due;

d. A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Trustor or of all or any part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence, of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

e. a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Property, or any judgment for monetary damages shall be entered against Trustor which shall become a lien on the Mortgaged Property, or any portion thereof or interest therein, and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy;

f. any suit or proceeding shall be filed against Borrower or which, if adversely determined, could substantially impair the ability of Borrower to perform any of their obligations contained in the Note or this Deed of Trust or, as determined by Lender in its sole and absolute discretion; provided that such suit or proceeding is not dismissed within sixty (60) days after service of summons upon such party;

g. subject to the section of this Deed of Trust with the caption "Transfer of Title," if, during the term of the Note, Trustor shall, without the prior written approval of Beneficiary, sell, convey, alienate, mortgage or encumber the Mortgaged Property, or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily.

Trustee's Sale on Default: Upon occurrence of any Event of Default, Beneficiary may declare all Secured Obligations immediately due and payable and shall cause to be filed of record a written notice of default and election to sell the Mortgaged Property. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Mortgaged Property, either as a whole or in separate parcels, and in such order as it or Beneficiary

may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustee may also sell at any such sale and as part thereof any shares of corporate stock securing the Secured Obligations, and Trustor waives demand and notice of such sale. (Beneficiary at its option may also foreclose on such shares by independent pledge sale, and Trustor waives demand and notice of such sale.) After deducting all costs, fees and expenses of Trustee, and of this Trust, including cost of evidence of title in connection with such sale, Trustee shall first apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate then payable under the Note, and then to payment of all other Secured Obligations, and if thereafter there be any proceeds remaining; distribute them to the person or persons legally entitled thereto.

Substitution of Trustee: That Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the register of deeds of the county or counties where the Mortgaged Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyances from the Trustee predecessor, succeed to all its title, estate, rights, power and duties.

No Waiver by Beneficiary: No waiver by Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Waiver by Beneficiary of any right granted to Beneficiary under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any portion of the Secured Obligations after its due date, or by making any payment or performing any act on behalf of Trustor that Trustor was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Beneficiary to any of the Secured Obligations, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

Waiver of Statute of Limitations: Time is of the essence in all Trustor's obligations 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 in any action or proceeding for the purpose of enforcing this Trust or any rights or remedies hereunder.

Inspection and Business Records: At any time during the continuation of this Deed of Trust, Beneficiary (a) may enter and inspect the Mortgaged Property at any reasonable time after reasonable prior notice to Trustor, (b) shall have free and unimpeded access to the Trustor's books and records, wherever situated. During said period, Trustor shall furnish to Beneficiary such statements and other financial data as Beneficiary may from time to time request.

Transfer of Title: Should the Trustor have knowledge, either actual or constructive, of any sale, escrow for sale, contract for sale, conveyance, assignment or transfer of the Mortgaged Property, including a sale or constructive transfer of Trustor's ownership (collectively, a "Transfer"), Trustor must immediately, upon obtaining such knowledge, notify Beneficiary. If title to the Mortgaged Property, or any other interest therein, is Transferred during the term of the Note, the Note shall, at the Beneficiary's sole option, be immediately due and payable. Notwithstanding the foregoing, Trustor may exercise a one-time right to Transfer the Mortgaged Property subject to the following conditions:

- a. Trustor shall provide Beneficiary with at least sixty (60) days written notice of the proposed Transfer;
- b. Beneficiary shall be furnished all information requested by Beneficiary pertaining to the terms of the Transfer and transferee's financial information.
- c. the transferee must assume the Secured Obligations and Trustor shall remain personally liable for the Secured Obligations;
- d. Beneficiary shall, in its sole discretion, approve the transferee as the new obligor of the Secured Obligations;
- e. after the Transfer, there shall be no other encumbrance other than the Secured Obligations;
- f. all guarantors shall confirm their continuing guaranty;
- g. any change in the management of the Mortgaged Property must be approved by Beneficiary;
- h. Beneficiary shall be paid an underwriting fee equal to 1% of the outstanding Note principal at the time Beneficiary's approval is requested; provided, however, that this fee shall be refunded to Trustor if Beneficiary's approval is denied, less Beneficiary's out of pocket expenses; and
- i. all of Beneficiary's actual expenses incurred in reviewing the proposed Transfer shall be paid in full upon demand.

Furthermore, so long as control of Trustor has not changed and existing guarantors have not changed, a Transfer to family members for trust or estate planning purposes shall require prior written approval by Beneficiary and this may not be considered a Transfer for purposes of this clause. As such, Beneficiary shall charge reasonable underwriting fees and Trustor shall be required to pay for a date-down endorsement to the title policy, loan documentation, reasonable attorney's fees and any other reasonable cost or expense associated with such Transfer.

Acceleration Clause: The Mortgaged Property shall remain free and clear of all encumbrances, liens, mortgages, security interests and financing statements subordinate to Beneficiary's, except those approved in writing by Beneficiary, and Trustor shall not, without Beneficiary's prior written consent, voluntarily or by operation of law (a) sell, transfer, convey, mortgage, encumber or hypothecate Trustor's interest in the Mortgaged Property or any portion thereof (but subject that the section of the Deed of Trust with the caption "Transfer of Title"), (b) substantially change Trustor's legal or equitable ownership, or (c) if Trustor is a limited liability company, change its manager or managing member. If any of the foregoing occur, any and all sums unpaid under the Note shall, at Beneficiary's option, become immediately due and payable.

Remedies: No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or to Beneficiary or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any Secured Obligations, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any Secured Obligation, and Beneficiary is hereby authorized and empowered at its option; without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of Trustor to Beneficiary, any and all sums of money of Trustor which may have in its possession or under its control, including without limiting the generality of the foregoing any savings account, deposit, investment certificate, escrow or trust funds.

Law Applicable: This Deed of Trust shall be construed according to the laws of the State of Nebraska.

Illegality: In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

General Provisions: (a) This Deed of Trust applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, (b) The term "Beneficiary" shall mean the owner and holder (including a pledgee) of the indebtedness evidenced by Note or any other Secured Obligation, whether or not named a Beneficiary herein, and the Lender of any participating interest therein (c) wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa, and (d) captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it. If more than one person is named herein as Trustor, each obligation of Trustor shall be the joint and several obligation of each such person. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative. Trustor further requests that copies of the notice of default and notice of sale be sent to each person who is a party hereto at the address of such person set forth herein.

TRUSTEE ACCEPTS this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or other security agreement, or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

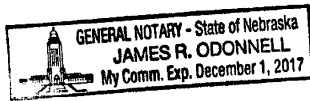
IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above written.

2566 LEAVENWORTH, LLC, a Nebraska limited liability company

By: *Michael S. Mapes*
Name: Michael S. Mapes
Title: Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 13th day of August, 2014, by Michael S. Mapes, Manager of 2566 Leavenworth, LLC, a Nebraska limited liability company.



James R. O'Donnell
Notary Public

EXHIBIT A
Legal Description

Lot 1, Johnson's Addition Replat Two, an Administrative Subdivision in the City of Omaha,
Douglas County, Nebraska