

COUNTER P C.E. B  
VERIFY P D.E. B  
PROOF OK  
FEES \$ 28.00  
CHECK# 168923  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2017-22567

09/18/2017 2:18:38 PM

*Floyd J. Dowling*

REGISTER OF DEEDS



AFTER RECORDING RETURN TO:

Martin P. Pelster, Esq.  
CROKER, HUCK, KASHER, DEWITT,  
ANDERSON & GONDERINGER, L.L.C.  
2120 South 72nd Street, Suite 1200  
Omaha, Nebraska 68124-2356

*RJR  
(E)*

**DEED OF TRUST**

THIS DEED OF TRUST is made effective as of Sept. 7, 2017. The Trustor is KINGS INDUSTRIES, LLC, a Nebraska limited liability company. The Trustee is MARTIN P. PELSTER, attorney-at-law and a member of the Nebraska State Bar. The Beneficiary is RAJESH PRASAD, a/k/a Lender. Beneficiary's address is 2516 Hunters Run Drive, Plano, Texas 75025. Borrower irrevocably conveys to Trustee, in trust, with power of sale, the following:

Certificate No. 12072, Sarpy County, Nebraska  
(Parcel No. 011575671)

Lot 5 of the R & M Business Park subdivision, as platted and recorded in Sarpy County, Nebraska

Together with and subject to easements and restrictions of record, if any.

Borrower owes Lender Sixty-Six Thousand Nine Hundred Thirty-Seven and 56/100 Dollars (\$66,937.56), plus interest thereon at 14% per annum from and after July 11, 2016, pursuant to Sarpy County Treasurer's Certificate of Tax Sale No. 12072 (hereinafter the "Tax Sale Certificate"), payable according to the Amended Chapter 11 Plan in *In Re Kings Industries, LLC* in the United States Bankruptcy Court for the District of Nebraska, Case No. 16-81049, as amended from time to time (hereinafter collectively the "Plan").

This Security Instrument is given to provide Lender additional security for the Debt evidenced by the Tax Sale Certificate and the Plan and to insure that Lender's interest in the Property is adequately protected, and to secure the payment.

This Security Instrument secures to Lender the Debt evidenced by the Tax Sale Certificate and the Plan, to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of the Property and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

**BORROWER AND LENDER AGREE AS FOLLOWS:**

1. Borrower shall pay when due, the principal and interest as provided in said Plan.
2. All payments received by Lender shall be first applied to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the Property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien.
5. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
6. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Borrower's last known address.
7. This security instrument and the Plan and Tax Sale Certificate which it secures shall be governed by Nebraska law.
8. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the Property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement.

9. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the Property and shall surrender this security instrument and the note secured. Trustee shall reconvey the Property without warranty and without charge to the persons legally entitled to it.

10. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this security instrument is recorded. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

11. Borrower requests that copies of all notices provided herein be sent to Borrowers at the following address:

Kings Industries, LLC  
5086 S. 160<sup>th</sup> Circle  
Omaha, NE 68135

With a copy to:

Howard T. Duncan  
Koenig Dunne, P.C., L.L.O.  
1266 S. 13<sup>th</sup> Street  
Omaha, NE 68108

IN WITNESS WHEREOF, the Borrower has signed this agreement as of the date first above written.

KINGS INDUSTRIES, LLC

By: [Signature]  
Its: PRESIDENT

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.  
)

The foregoing instrument was acknowledged before me on this 7 day of September, 2017, by Sennay Emanuel, president of Kings Industries, LLC.



[Signature]  
Notary Public