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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/13/2013 09:37:17.34



2013113700

Full and Complete Legal Description:

The South 12 Feet of Lot 1 and all of Lots 2, 3, 4, and 5, 1st Addition to Irvington, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

Return to:

Ryan M. Hoffman
* Anderson, Bressman & Hoffman, P.C., L.L.O.
11440 W. Center Rd., Suite A
Omaha, NE 68144-4421

ck. 014546 (14546) *
ck. 014490 (14490)

DEED OF TRUST

This Deed of Trust is made this 7th day of October, 2013, by and among Patrick Harkins and P.H.I., Inc. as Trustors, Ryan M. Hoffman as Trustee, and Darren Johnson and Exterior Options, LLC as Beneficiaries.

- A. Secured Interest in Property Conveyed. Trustors irrevocably grant, transfer, and assign to the Trustee in trust, with power of sale, the properties located at 6515 through 6525 Irvington Road, Omaha, Nebraska, all of which have a common legal description which is:

The South 12 Feet of Lot 1 and all of Lots, 2, 3, 4, and 5, 1st Addition to Irvington, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

together with all interests that the 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 and (b) all buildings, structures, improvements, fixtures, equipment, furnishings, and appurtenances now or hereafter placed thereon. The Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Beneficiaries to confirm the lien of this Deed of Trust on any of the aforementioned property. The Lien so created and conveyed hereunder is placed upon the above described property hereinafter referred to as the "property".

- B. Trustors' Transfer. Trustors absolutely and irrevocably grant, transfer, and assign to the Beneficiaries a Secured Lien on the property in an amount which includes the \$26,426.38 Reinstatement Fee paid by Beneficiaries and additionally includes all subsequent payments Beneficiaries make on behalf of Trustors to the Lender, Wells Fargo, for Wells Fargo account #172738392 under the Deed of Trust recorded by the Douglas County Register of Deeds as Instrument #2007128924 pursuant to Beneficiaries' contract with Trustors for the Lease and Exclusive Option to Purchase the property.
- C. Purpose. This Deed of Trust is signed for the purposes of securing Beneficiaries' interest in the property as detailed herein:
1. Beneficiaries have paid the reinstatement amount due to Lender from Trustors, specifically, the amount of \$26,426.38, Twenty Six Thousand Four Hundred and Twenty Six Dollars and 38 cents.
 2. Beneficiaries will pay the Lender, Wells Fargo, each month, to

service Trustors' Obligations under Trustors' Deed of Trust recorded as Instrument #2007128924 in the Douglas County Register of Deeds Office. Upon each payment made by Beneficiaries to the Lender, Wells Fargo, on Account #172738392, Beneficiaries' Secured Interest in the Property as described in this Deed of Trust will increase by the of Beneficiaries' payment to Lender.

D. Trustor's Covenants. To protect the security of this Deed of Trust, the Trustor covenants that:

1. Title. Trustor is lawfully seised and possessed of a good and indefeasible title and estate to the property subject only to the First Mortgage and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that he will, at his expense, maintain and preserve the lien of this Deed of Trust as a second lien on the property.
2. Title Transfer. Trustor will transfer title to the property in fee simple, by warranty deed, pursuant to the terms of the incorporated Lease and Exclusive Option to purchase agreement between Trustors and Beneficiaries upon Beneficiaries' full payment of the various obligations the property is subject to under the Deed of Trust recorded as Instrument #2007128924 in the Douglas County Register of Deeds Office. If at that time Trustor should, for any reason, fail or neglect to transfer good title to the property in fee simple to Beneficiaries, Trustor will have defaulted on this Agreement and the Lease and Exclusive Option to Purchase agreement and all sums paid by Beneficiaries to Lender, on behalf of Trustor, will be due and owing to Beneficiaries from Trustor and will be secured by the property as described in this Deed of Trust.
3. Fire, Casualty and Liability Insurance. Trustor will ensure that the property remains insured against loss or damage by fire and other risk or risks, as Trustor is already required to do so pursuant to the terms of Trustors' Deed of Trust with Wells Fargo, recorded as Instrument #2007128924 in the Douglas County Register of Deeds Office. As described in the incorporated Lease and Exclusive Option Agreement, Beneficiary/Tenant Darren Johnson and Exterior Options LLC will be responsible for the costs of insurance.
4. Compliance With Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, regulations and codes, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the property. The zoning classification

of the property shall not be changed or sought to be changed without the written approval of the Trustee and Beneficiaries.

E. Mutual Covenants. It is mutually agreed that:

1. Litigation. The Trustor will defend this trust in any action or proceeding purporting to affect the property, whether or not it affects the security hereof, or purporting to affect the rights or powers of the Beneficiaries or the Trustee, and will file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the property; and either the Trustee or the Beneficiaries are hereby authorized, but are not obligated, to commence, appear in, or defend any such action, whether brought by or against the Trustor, the Beneficiaries, or the Trustee or brought 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. The Trustor or the Beneficiaries may appear or intervene in any action or proceeding and retain counsel therein; may take such action therein, as either may be advised; may settle, compromise, or pay the same or any other claims; and, for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not the Trustor so appears or defends, the Trustor on demand will pay all costs and expenses of the Beneficiaries and the Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which the Beneficiaries or the Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the Beneficiaries' or the Trustee's interest in the property is directly questioned by the action, including but not limited to any action for the condemnation or partition of the property and any suit brought by the Beneficiaries to foreclose this Deed of Trust.
2. Condemnation. All sums due, paid, or payable to the Trustor or any successor in interest of the Trustor, whether by way of judgment, settlement, or otherwise, (a) for injury or damage to the property, (b) in connection with any condemnation for public use or injury to the property or any part thereof, (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 will be paid to the Beneficiaries. The Beneficiaries are entitled, at her option, to commence, intervene in, appear in, and prosecute in her own name any action or proceeding or to make any compromise or settlement in connection with any such taking or damage. The Trustor agrees to execute such further assignments of any compensation, award, damages, rights of action, and proceeds as the Beneficiaries may require.

All amounts received by the Beneficiaries 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 property and for injury or damage to the property, will be applied at the option of the Beneficiaries on any indebtedness secured hereby.

3. Consent, Partial Reconveyance, etc. At any time, or from time to time, without liability therefor and without notice, on written request of the Beneficiaries, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, the lien of this Deed of Trust on the remainder of the property for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the Beneficiaries or the Trustee with respect to the remainder of the property, the Trustee may (a) reconvey any part of the 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.

5. Trustee's Sale. On the Trustor's default of any indebtedness secured hereby or in performance of any agreement hereunder or any agreement secured hereby including but not limited to the Lease and Exclusive Option Agreement, the Beneficiaries may declare all sums secured hereby immediately due and payable and shall cause to be filed of record a written notice of default and election to sell the property. After the lapse of such time as then may be required by law following recordation of the notice of default and with notice of sale given as then required by law, the Trustee, without demand on the Trustor, may sell the property, either as a whole or in separate parcels and in such order as it or the Beneficiaries may determine, at public auction to the highest bidder. The Trustee may postpone the sale of all or any portion of the 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. The Trustee will deliver to the purchaser its deed conveying the property so sold, but without any covenant or

warranty, express or implied. The recital in the deed of any matters of fact or otherwise will be conclusive proof of the truthfulness thereof. Any person, including the Trustor, the Trustee, or the Beneficiaries, may purchase at such sale. After deducting all costs, fees, and expenses of the Trustee and of this trust, including cost of evidence of title in connection with such sale, the Trustee will apply the proceeds of sale first to payment of all sums expended under the terms hereof and not then repaid, with accrued interest at the rate then payable under the note or notes secured hereby; second, to payment of all other sums secured hereby; third, to the payment of junior trust deeds, mortgages, or other lienholders; and if there are any proceeds remaining, the Trustee will distribute them to the person or persons legally entitled thereto.

7. Substitution of Trustee. The Beneficiaries may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder; the instrument, executed and acknowledged by the Beneficiaries and recorded in the office of the Douglas County Register of Deeds will be conclusive proof of proper substitution of such trustee or trustees, who will, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power, and duties.
8. No Waiver by Beneficiary. No waiver by the Beneficiaries of any right under this Deed of Trust will be effective unless in writing. Waiver by the Beneficiaries of any right granted to the Beneficiaries under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences will not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, by making any payment or performing any act on behalf of the Trustor that the Trustor was obligated to perform hereunder but failed to make or perform, or by adding any payment so made by the Beneficiaries to the indebtedness secured hereby, the Beneficiaries does not waive her right to require prompt payment when due of all other sums so secured, to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.
9. Waiver of Statute of Limitations. Time is of the essence in all the Trustor's obligations hereunder; and to the extent permitted by law, the 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 right or remedies hereunder.

10. Acceleration Clause. If the Trustor is in default under this Deed of Trust or the Trustor or any successor in interest of the Trustor voluntarily or involuntarily sells, exchanges, conveys, transfers, contracts to sell, disposes of, or further encumbers the property or any part thereof or any interest therein, or if any of said parties is divested of title to the real property or any part thereof or any interest therein either voluntarily or involuntarily, or if title to the property is subjected to any lien or charge voluntarily or involuntarily, contractual or statutory, without the written consent of the Beneficiary being first had and obtained, then the Beneficiary will have the right, at her option, to declare all sums secured hereby to be forthwith due and payable.

11. Remedies. No remedy herein provided will be exclusive of any other remedy herein or now or hereafter existing by law, but remedies will be cumulative. Every power or remedy hereby given to the Trustee or the Beneficiaries 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 the Beneficiaries hold any additional security for any obligation secured hereby, they may enforce the sale thereof at their option, either before, contemporaneously with, or after the sale is made hereunder; and on any default of the Trustor, the Beneficiaries may at their option offset against any indebtedness secured hereby, and the Beneficiaries is hereby authorized and empowered at his option, but not obligated, and without affecting the obligations hereof, to apply toward the payment of any of the Trustor's indebtedness to the Beneficiaries any and all sums of the Trustor's money that the Beneficiaries may have in their possession or under their control, including, without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow, or trust funds.

12. Law Applicable. This Deed of Trust will be construed according to the laws of the State of Nebraska.

13. Savings Clause. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, that conflict will not affect other provisions of this Deed of Trust that can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

14. 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 means the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Beneficiary herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and will not be used in construing it. If more than one person is named herein as Trustor, each obligation of the Trustor will be the joint and several obligation of each such person. The rights or remedies granted hereunder or by law will not be exclusive, but will be concurrent and cumulative.

15. Notice of Default. Any notice of default, notice to cure default, or notice of sale shall be sent to the Trustor at the mailing address set forth below, or at such other address as may be directed by the Trustor.

The Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. The Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which the Trustor, the Beneficiaries, or the Trustee shall be a party, unless brought by the trustee.

Mailing address for notices to Trustor:

_____ Omaha, NE _____

Mailing address for notices to Trustee: 11440 West Center Road, Suite A,
Omaha, NE, 68136

In witness whereof, the Trustor has signed this Deed of Trust on the date first above written.

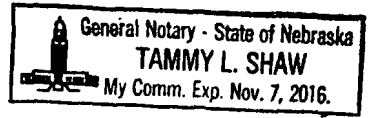
[Signature]
PATRICK HARKINS, Trustor

[Signature]
P.H.I., Inc., Trustor

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 7th day of October, 2013, before me, a notary public in and for said county and state, appeared Patrick Harkins, personally known to me to be the exact person whose name is affixed to the foregoing Deed of Trust as Trustor, and acknowledged the signing thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand the day and date above written.



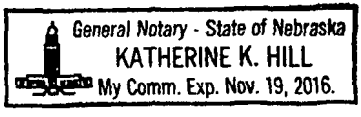
[Signature]
Notary Public

[Signature]
RYAN M. HOFFMAN, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 7th day of October, 2013, before me, a notary public in and for said county and state, appeared Ryan M. Hoffman, personally known to me to be the exact person whose name is affixed to the foregoing Deed of Trust as Trustee, and acknowledged the signing thereof to be her voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand the day and date above written.



[Signature]
Notary Public

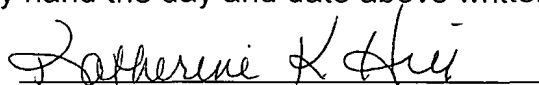


PATRICK HARKINS, President
P.H.I., Inc.

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 5th day of November, 2013, before me, a notary public in and for said county and state, appeared Patrick Harkins, personally known to me to be the exact person whose name is affixed to the foregoing Deed of Trust as President of P.H.I., Inc., and acknowledged the signing thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand the day and date above written.


Notary Public