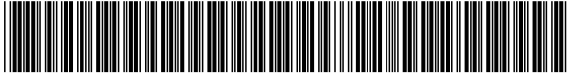


MTG 2017035771



MAY 11 2017 12:30 P 10

Fee amount: 64.00
FB: 0U-18440
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/11/2017 12:30:38.00



2017035771

DEED OF TRUST

This deed of trust, made this 10th day of May 2017, between DJ's Storage, L.L.C. (Daren Johnson) Trustor; and Matt Saathoff as Trustee; LNP Investment LLC as Beneficiary
LNP Investment LLC
1607 S 189th Court
Omaha, Ne 68130

Witnesseth:

That the Trustor irrevocably grant, transfer, and assign to the Trustee in trust, with power of sale, the following property: 6617 Irvington Road Omaha NE 68122 legally described as

Lot 1, Except the South 12 feet thereof, 1st Addition to Irvington, as surveyed, platted and recorded in Douglas County, Nebraska.

Together with all interest 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, 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 Beneficiary to confirm the lien of this deed of trust on any of the aforementioned property. The property so conveyed hereunder is hereinafter referred to as "The Property."

The Trustor absolutely and irrevocably grants, transfers, and assigns to the Beneficiary the rents, income, issues, and profits of all property covered by this deed of trust if Trustor has not corrected any Default within 30 days of receiving notice.

For the purpose of securing:

- A. Payment of the principal sum of \$73,722.25 evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "promissory note") issued by the Trustor in said amount and payable to the order of the Beneficiary, together with interest thereon, late charges, and prepayment bonuses according to the terms of the promissory note and all renewals, extensions, and modifications thereof.
- B. Performance, discharge of, and compliance with every obligation, covenant, and agreement of the Trustor incorporated by reference or contained herein or in any other security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.

ATS 12004A

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

To protect the security of this deed of trust, the Trustor covenants that:

1. Title . Trustor is lawfully seized and possessed of a good and indefeasible title and estate to the property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that she will, at her expense, maintain and preserve the lien of this deed of trust as a first and paramount lien on the property.
2. Maintenance . Trustor will keep the property in good condition and repair; will complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon and will pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; will comply with the provisions of restrictions affecting the property; will not commit or permit any waste thereof or any act on the property in violation of law; will do in a timely and proper manner all other acts that from the character or use of the property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.
3. Construction of improvements. Trustor will complete in good and workmanlike manner any building or improvement or repair relating thereto that may be begun on the property or contemplated by the loan secured hereby, will pay when due all costs and liabilities incurred therefor, and will not permit any mechanic's lien against the property to remain unresolved.
4. Fire and casualty insurance. Trustor will keep the property insured against loss or damage by fire and other risk or risks that, in the opinion of the beneficiaries, should be insured against, under policies of insurance with loss payable jointly to the Trustor and the Beneficiary, in form and amount and with companies acceptable to the beneficiaries; will deliver to the 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 the Trustor fails to so deliver any renewal policies, the Beneficiary may procure such insurance as he may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither the Trustee nor the Beneficiary will be responsible for obtaining or maintaining such insurance. The Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to the Beneficiary pursuant hereto, and any information concerning the loan secured hereby. In no event and whether or not default hereunder has occurred will the Beneficiary, by 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 the Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, the Trustor will give immediate written notice to the Beneficiary; and the Beneficiary may, but is not obligated to, make proof of loss if not made promptly by the Trustor. In case of any loss, the amount collected under any policy of insurance on the property may, at the Trustor's option, be applied on any indebtedness or obligation secured hereby and in such order and amount as the Trustor may determine; or said amount or any portion thereof may, at the Trustor's option, be used in either replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to the Beneficiary; or said amount or any portion thereof may be released to the Trustor. In any such event, neither the Trustee nor the Beneficiary will be obligated to see the property application thereof; nor will the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, or release will not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

If the property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all the Trustor's right, title, and interest 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 the sale, will belong to the Beneficiary. If property is sold at any Trustee's sale held hereunder, then any unexpired insurance and all returnable insurance premiums will inure to the benefit of, and pass to Trustor.

5. Taxes and other sums. Trustor will pay, satisfy, and discharge all general and special taxes and assessments affecting the property, including all taxes imposed retroactively for years in which this trust was in force, and in no event later than the date such amounts become due: (1) all encumbrances, charges, and liens, with interest, on the property or any part thereof that are or appear to the beneficiaries 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 the obligation secured hereby, in any amount demanded by the beneficiaries, not to exceed the maximum amount allowed by law therefor at the time when the request is made; (4) such other charges as the beneficiaries may deem reasonable for services rendered by the beneficiaries and furnished at the request of the Trustor or any successor in interest to the Trustor; (5) if the property includes a leasehold estate, all payments and obligations required of the Trustor or the Trustor's successor in interest under the terms of the instrument or instruments creating such leasehold, the Trustor hereby agreeing not to amend, change, or modify the Trustor's leasehold interest or the terms on which the Trustor has such leasehold interest, or to agree to do so, without first obtaining the written consent of the beneficiaries; (6) all payments and monetary obligations required of the owner of the property under any declaration of covenants, conditions, and restrictions pertaining to the property or any modification thereof. If the Trustor fails to make any such payment, the beneficiaries, after verifying the validity and amount, may elect to make or advance the payment,

together with any costs, expenses, fees, or charges relating thereto, including employing counsel and paying reasonable attorney's fees. The Trustor agrees to notify the Beneficiary immediately on receipt of notice of any increase in the assessed value of the property and agrees that the Beneficiary, in the name of the Trustor, may contest by appropriate proceedings such increase in assessment. In the event of the passage of any law deducting any lien on real property from the value of the real property for the purposes of taxation, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes or the manner of the collection of any such taxes, so as to affect this deed of trust, the holder of this deed of trust and of the obligations that it secures will have the right to declare all sums secured hereby due as of a date to be specified by not less than thirty (30) days written notice given to the Trustor by the Beneficiary; provided, however, that such election shall be ineffective if the Trustor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, the Trustor does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the property, and such agreement will constitute a modification of the deed of trust.

6. Advances. Trustor will pay immediately on demand any sums advanced or paid by the Beneficiary or the Trustee under any clause or provision of the Deed of Trust. Any such sums, until so repaid, will be secured hereby and will bear interest from the date advanced or paid at the same rate as such indebtedness and will be secured by this deed of trust.
7. Beneficiary's right to perform. If the Trustor fails to make any payment, to do any act as provided in this deed of trust, or to perform any obligation secured by this deed of trust, or does any act the Trustor agreed not to do, the Trustor will be in default under this deed of trust and the Beneficiary shall give a written Notice, to Trustor, detailing the Trustor's default(s). If the Trustor does not correct default(s) within 30 days of receiving written Notice, then the Beneficiary, without releasing the 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, the beneficiaries being authorized to enter on the property for such purposes; (b) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power, pay necessary expenses and employ counsel and pay reasonable attorneys' fees. The Trustor will repay the necessary expenses on demand of the Beneficiary.

It is mutually agreed that:

8. 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 Beneficiary 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 Beneficiary is hereby authorized, but is not obligated, to commence, appear in, or defend any such action, whether brought by or against the Trustor, the Beneficiary, 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 Beneficiary 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 and the Beneficiary on demand will equally share in paying all costs and expenses of the Trustor, Beneficiary and the Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which the Beneficiary or the Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the Beneficiary's 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 Beneficiary to foreclose this deed of trust.

9. 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 Beneficiary. The Beneficiary is entitled, at his option, to commence, intervene in, appear in, and prosecute in his 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 Beneficiary may require.

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

10. Consent, partial reconveyance, etc. At any time, or from time to time, without liability therefor and without notice, on written request of the Beneficiary, 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 Beneficiary or the Trustee with respect to the remainder of the property, the trustees 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.

11. Full reconveyance . On written request of the Beneficiary stating that all sums secured hereby have been paid, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of any matters of fact in such reconveyance will be conclusive proof of the truthfulness thereof. The grantee in the reconveyance may be designated as "the person or persons legally entitled thereto." Such request and reconveyance will operate as a reassignment of the rents, income, issues, and profits hereinbefore assigned to the beneficiaries.
12. Right to receive rents. Notwithstanding any other provisions hereof, the Beneficiary hereby grants permission to the Trustor to collect and retain the rents, income, issues, and profits of the property as they become due and payable, but reserves the right to revoke this permission, if Trustor is in default, by notice in writing to the Trustor, mailed to the Trustor at the Trustor's last known address. In any event, such permission to the Trustor automatically will be revoked on the Trustor's default in payment of indebtedness secured hereby or in the performance of any agreement hereunder. On any such default where written Notice and 30 days to correct default(s) has been given to Trustor, the Beneficiary may, 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 indebtedness secured hereby, enter on and take possession of the 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 attorneys' fees, on any indebtedness secured hereby and in such order as the Beneficiary may determine. Except for such application, the Beneficiary will not be liable to any person for the collection or non collection of any rents, income, issues, or profits or for the failure to assert or enforce any of the foregoing rights, nor shall the Beneficiary be charged with any of the duties and obligations of a mortgagee in possession. The entering on and taking possession of the property, the collection of such rents, income, issues, or profits, the doing of other acts herein authorized, and the application thereof as aforesaid will not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
13. 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, the Beneficiary will provide written Notice of default(s) and 30 days to correct such

default(s) to the Trustor. If Trustor does not correct default(s) within 30 days of Notice, then the Beneficiary 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, will sell the property, either as a whole or in separate parcels and in such order as it or the Beneficiary 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 Beneficiary, may purchase at such sale. The Trustee may also sell at any such sale and as part thereof any shares of corporate stock securing the obligation secured hereby. (The Beneficiary at its option may also foreclose on such shares by independent pledge 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 lien holders; and if there are any proceeds remaining, the Trustee will distribute them to the person or persons legally entitled thereto. If this deed of trust or any note secured hereby provides for any charge for prepayment of any indebtedness secured hereby, the Trustor agrees to pay that charge if any of said indebtedness is paid prior to the maturity date thereof stated in said note or this deed of trust, even if and notwithstanding the Trustor has defaulted in payment thereof or in performance of any agreement hereunder and the Beneficiary, by reason thereof, has declared all sums secured hereby immediately due and payable.

14. Substitution of Trustee. The Beneficiary 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 Beneficiary and recorded in the office of the register of deeds of the county or counties where the property is situated, 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.
15. No waiver by beneficiaries. No waiver by the Beneficiary of any right under this deed of trust will be effective unless in writing. Waiver by the Beneficiary of any right granted to the Beneficiary 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 hereunder but failed to make or perform, or by adding any payment so made by the Beneficiary to the indebtedness secured hereby, the Beneficiary does not waive its 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.

16. Inspection and business records. The Beneficiary, at any time during the continuation of this trust, may enter and inspect the property at any reasonable time after giving a 24 hour notice. The Trustor agrees that in the event the property is now or hereafter used for commercial or residential income purposes, the Trustor will, when requested by the Beneficiary, promptly deliver to the Beneficiary certified financial statements and profit and loss statements of such types and at such intervals as may be required by the Beneficiary, to be in form and content prepared according to the usual and acceptable accounting principles and practices, which statements will cover the financial operations relating to the property; and the Trustor further agrees that when requested by the Beneficiary, the Trustor will promptly deliver in writing such further additional information as the Beneficiary requires relating to any such financial statements.
17. Acceleration clause. If the Trustor remains in default under this deed of trust, after being given written Notice and 30 days to correct such default, or the Trustor or any successor in interest of the Trustor voluntarily or involuntarily sells, exchanges, conveys, transfers, contracts to sell, leases with option to purchase, subleases, disposes of, changes the character or use 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 its option, to declare all sums secured hereby forth with due and payable; and this same right of acceleration will be available to the Beneficiary if the undersigned is a partnership and the interest of a general partner terminates, is assigned or transferred, or is diminished, or if the undersigned is a corporation and any of the corporate stock is transferred, sold, or assigned, or if the undersigned is a Trustee of a trust and there is a change of any of the beneficial interest of the trust.
18. 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 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 the Beneficiary holds any additional security for any obligation secure hereby, 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 the Trustor, the Beneficiary may at his option offset against any indebtedness secured hereby, and the Beneficiary 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 Beneficiary any and all sums of the Trustor's money that the Beneficiary 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.

19. Law applicable. This deed of trust will be construed according to the laws of the state of Nebraska.

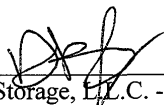
20. Illegality. In the event that any provision or clause of this deed of trust conflicts with applicable law, that conflict will not affect other provisions of this deed of trust that can be given effect without the conflicting provision, and to this end the provisions of this deed of trust are declared to be severable.

21. 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.

22. Notice of default. The Beneficiary hereby requests that a copy of any notice of default and notice of sale be sent to it at the mailing address set forth below.

1607 S 189t Court
Omaha Ne 68130

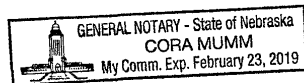


DJ's Storage, L.L.C. - Darren Johnson Trustor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of May 2017, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Darren Johnson, Member for DJ's Storage, L.L.C., individually, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

Witness my hand and notarial seal the date last above written.



A handwritten signature in cursive script, appearing to read "Cora Mumm".

Notary Public in and For Said State

My Commission Expires:
[SEAL]