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Return To: Darrell K. Stock, Attorney at Law, 5533 S. 27th St., Suite 203, Lincoln, NE 68512 (402) 474-8690

DEED OF TRUST

THIS DEED OF TRUST, security instrument, is made on the date set forth by the signature of the Trustor.

The Trustor is **NuMark Golf, L.L.C.**, a **Nebraska Limited Liability Company**, also referred to as Borrower. The Trustor's address is 8901 Augusta Dr., Lincoln, NE 68526.

The Trustee is **Darrell K. Stock**. The Trustee's address is 5533 S. 27th St., Suite 203, Lincoln, NE 68512.

The Beneficiary is **Amy A. Wieseler** also referred to as Lender. The Beneficiary's address is 8701 Augusta Dr., Lincoln, NE 68526.

BORROWER IRREVOCABLY CONVEYS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, the following described real estate, property:

See Attached Exhibit A

BUT SUBJECT TO: any easements, and rights of way, and restrictions and reservations, of record, which may affect title to the Property.

BORROWER OWES LENDER: Five Hundred Eighty-four Thousand Two Hundred Eighty Dollars (\$584,280.00), evidenced by Borrower's Promissory Note (Note) of even date as this Deed of Trust, which amount (the debt owed) is payable according to the terms of the Note. As set forth in the Promissory Note, Borrower shall pay Lender principal and interest payments in accordance with the following schedule:

Orig. DTS 458 00

- (a) Borrower shall pay Lender the sum of Three Thousand Five Hundred Forty Dollars and Sixty-two Cents (\$3,540.62) on the 1st day of July, 2017 and a similar amount on the 1st day of each month thereafter for a total of 240 months.

which interest rate accrues over the entire life of the debt. This Security Instrument secures to Lender the debt evidenced by this Note the payment of which, together with interest accruing, is advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements. Therefore, Borrower covenants that Borrower is lawfully seized of such Property and has the legal power and lawful authority to convey the same as set forth in this Deed of Trust, and warrants and will defend title to the real estate against the lawful claims of all persons. Accordingly,

BORROWER AND LENDER AGREE AS FOLLOWS:

1. **Pay When Due:** Borrower shall pay, when due, the principal and interest as provided in said Note.
2. **Application of Payments:** All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due. Payments are not made by the Borrower until they are actually received by the lender which means that timely mailing is not relevant, what is relevant is the actual receipt by the lender.
3. **Taxes & Assessments:** Borrower shall pay all taxes and special assessments of every kind, now or hereafter levied against the trust estate or any part thereof as follows:
 - (a) Borrower shall directly pay such taxes, without notice or demand as each installment comes due and shall provide the beneficiary with evidence of the payment of the same.
 - (b) Borrower shall pay all general real estate taxes and special assessments against the real estate before the same become delinquent, or become a lien.
4. **Prior Liens:** If lender determines that any part of the property is subject to any other lien, which other lien is or may attain priority over this Deed of Trust, Lender may give Borrower a written notice identifying the lien and then Borrower shall have ten days to satisfy that lien and have it released of record.
5. **Insuring Improvements:** Buyer shall keep the improvements on said Property insured against loss by fire and hazards included within the term "extended coverage" for their insurable value, never to be less than the unpaid balance of this debt in any circumstances. Any policy for the same shall include a "standard mortgage clause" showing lender, herein, as the payee. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree; except, if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless lender and Borrower otherwise agree in writing, any proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments, but shall be added onto principal to reduce the number of payments.

6. **Protection of Trust Property:** If borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the real estate and Lender's rights in the property, including: the paying of any sum secured by a lien which has priority over this security instrument; appearing in Court; paying reasonable attorney fees; and, entering the real estate to make repairs. Any amount disbursed by lender under this paragraph shall become an additional debt of Borrower secured by this Deed of Trust, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, and shall bear interest at the highest lawful rate until refunded by Borrower. The lawful rate shall be whatever Nebraska law allows in such circumstances at the time of default in any covenant or agreement.

7. **Forbearance Not A Waiver:** Any extensions or modifications of the debt herein 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; because the Lender has the right to declare when a default occurs according to the terms of this Deed of Trust.

8. **Environmental Compliance:** Borrower shall comply with all federal, state and local environmental laws, ordinances, rules, requirements, regulations and publications as now existing or hereafter existing, amended, supplemented or supplanted relating to the preservation of the environment or the regulation or control of toxic or hazardous substances or materials. Borrower hereby warrants and represents to Lender that there are no toxic or hazardous substances or materials on or under the Property. Borrower does hereby indemnify and hold Lender harmless, and any successors to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any substance the subject of any environmental law, regulation or control of toxic or hazardous substances or materials on, under, from or about the property. This indemnity shall survive reconveyance of the property secured by this Deed of Trust.

9. **Use & Preservation of Property:** Borrower shall use the Property for lawful purposes only; and shall not substantially change the Property, allow the Property to deteriorate, or commit or permit waste. Borrower shall comply with all laws and regulations applicable to the use of the Property, and shall maintain the improvements thereon in good repair.

10. **Inspection:** Lender or Lender's agents may make reasonable entries on the Property for purposes of inspection.

11. **Transfer of Property:** Borrower enters into this agreement with responsibility owed to the Lender, and on the basis of the amicable relations which have previously existed between Lender and Borrower with respect to the subject Property. Should Borrower desire to sell or encumber the subject Property or any part thereof, Borrower shall forthwith obtain the consent of

Lender to such sale or encumbrance while any sums remain due on the Note secured by this Deed of Trust. Should Borrower sell or encumber any part of the subject Property or any interest therein to any third party, or enter into an agreement to sell, encumber, or create an interest in a third person in the Property without the consent of Lender, other than the granting of a farm lease to a third party or the granting of an oil, gas, or other mineral lease on any part of the premises, or should Borrower permit any part of the subject premises or any interest therein to become subject to a lien of any kind without the consent of Lender, Lender, at the Lender's option, can declare the entire indebtedness remaining due and unpaid secured hereby immediately due and payable, and exercise any remedies available under the provisions of this Deed of Trust. This provision shall not apply to Borrower's grant of a farm lease to a third party or Borrower's grant of an oil, gas, or other mineral lease to a third party.

12. **Condemnation:** The proceeds of any condemnation award are hereby assigned and shall be paid to lender, and shall be applied to the sums secured by this Deed of Trust whether or not then due, with any excess paid to Borrower.

13. **Notices:** Notices, when any may be required in this Deed of Trust, shall be: To each of the Trustor or Trustee or Beneficiary, at the addresses which are set forth on the first page. That is, unless a different address has been provided, however any other address shall be not effective unless the same appears of record as an amendment to this Deed of Trust.

14. **Nebraska Law Governs:** This Deed of Trust and the Note which it secures shall be governed by Nebraska Law.

15. **Assignment of Rents:** As additional security, Trustor hereby assigns to Beneficiary the rents of the Property, provided that Trustor shall, prior to acceleration hereunder or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration as provided hereunder or Trustor's abandonment of the Property, Beneficiary, in person or by agent or by a judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and collect the rents and products of the Property. All rents and products collected by Beneficiary or the receiver shall be applied first to payment of costs of managing the Property and collection of rents and products, including, but not limited to, receiver's fees, premiums on receiver's and applicant's bonds, and, if allowed by law, reasonable attorney's fees, and then to sums secured by this Deed of Trust.

16. **Trustee's Duties:** Trustor acknowledges that:

- (a) The duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;
- (b) No provision of this Deed of Trust shall require Trustee to expend or risk Trustee's own funds or otherwise incur any financial obligation in the performance of any of Trustee's duties herein, or in the exercise of any of

Trustee's rights or powers if Trustee shall have grounds for believing that assurance of the repayment of such funds is uncertain;

- (c) Trustee may consult with counsel of Trustee's own choosing and the advice of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by Trustee hereunder in good faith and in reliance upon such advice;
- (d) Trustee shall not be liable for any action taken by Trustee in good faith and reasonably believed by Trustee to be authorized or within the discretion or rights or powers conferred upon Trustee by this Deed of Trust.

17. **Events of Default:** Any of the following events shall be deemed an event of default under this Deed of Trust:

- (a) Any default of a term or condition within the Promissory Note which this Deed of Trust secures;
- (b) Any default of a term or condition within a separate agreement which provides, as a part of its terms, the creation of the Promissory Note and this Deed of Trust;
- (c) Borrower has, at any time within negotiations leading to the execution of this Deed of Trust, given any materially false, misleading, or inaccurate information or statements, which induced the Lender to loan money and enter into this Security Instrument;
- (d) Borrower shall have failed to perform any covenant required by Borrower to be performed herein or in a separate agreement between Lender and Borrower. Lender may elect to give Borrower written notice of any failure of Borrower to perform covenants hereunder, after which Borrower shall have 30 days after such written notice from Lender to Borrower to perform. However, the Lender is not obliged to give this notice as the Borrower is responsible to perform the covenants, herein, without notice;
- (e) Borrower shall have failed to pay any money as required in the Promissory Note which is secured by this Deed of Trust, on or before 15 days after such payment of money is required; or
- (f) Borrower shall have sold or encumbered the Property in violation of paragraph "11. Transfer of Property" herein.

18. **Acceleration Upon Default & Additional Remedies:** Should an event of default occur, Lender may declare all indebtedness secured hereby to be due and payable and the same shall

thereupon become due and payable without any presentment, demand, protest, or notice of any kind. Thereafter, Lender may:

- (a) Either in person or by agent, with or without bringing any action or proceeding or by a receiver appointed by a court and without regard to the adequacy of trust property, enter upon and take possession of the Property, or any part thereof, in Lender's own name or in the name of Trustee, and do any acts which Lender deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof, or interest therein; increase the income therefrom or protect the trust property hereof, and with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those, past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, if permitted, on any indebtedness secured hereby, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof shall not cure or waive any default or notice of default hereunder, or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Deed of Trust or Note, or by law on occurrence of any event of default, including the right to exercise the Power of Sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, to seek deficiency on the indebtedness after foreclosure, to appoint a receiver, and to otherwise specifically enforce any of the covenants or provisions hereof;
- (c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Borrower's interest in the Property to be sold under the Power of Sale contained herein, which notice to Trustee shall cause to be duly filed for record in the appropriate official records of the county where the trust property is located, all to the extent required by applicable law. Neither the Lender nor Trustee is obliged to give the Borrower any written notice, upon the election of the Power of Sale, except the statutory "Notice of Default" required by Neb. Rev. Stat. 76-1006; and, no language in this Deed of Trust shall be interpreted to the contrary.
- (d) Expend such sums as Lender deems necessary to protect the Property and cure any default of the Borrower;
- (e) Exercise all rights and remedies available to Lender under the Nebraska Trust Deeds Act.

19. **Foreclosure Using Power of Sale:** Should Lender elect to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this

Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

- (a) On receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Borrower such notice of default as then required by law and by this Deed of Trust. Trustee shall, without demand on Borrower, after such time as may then be required by law and after recording of such notice of default and publishing notice of sale, all as required by law, sell the Property at the time and place of sale fixed by Trustee in such notice of sale, either as a whole or in separate lots, parcels or items as Trustee shall deem expedient, and in such order as Trustee may determine, at public auction to the highest bidder for cash or in lawful money of the United States, or certified or cashier's check, payable at the time of sale; or as otherwise may be provided in the published notice of sale. Trustee shall deliver to such purchaser, or purchasers thereof, Trustee's good and sufficient deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including, without limitation, Borrower, Trustee or Lender, may purchase at such sale and Borrower hereby covenants to warrant and defend the title of such purchaser or purchasers;
- (b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Deed of Trust incurred in connection with any such default or sale or foreclosure, or all of them, including costs of evidence of title in connection with a default or sale, a Trustee's fee and an attorney's fee, as provided by law, or provided by paragraph "21. Trustee's Fee & Attorney's Fee". Also, any attorney's fees incurred by the Trustee shall be paid, whether such fees were incurred addressing a default or using the Power of Sale. Trustee shall apply the proceeds of sale to payment of:
 - i. All sums expended under the terms hereof not then repaid with accrued interest at the default rate provided in the Note,
 - ii. All other sums then secured hereby, and
 - iii. The remainder, if any, to the person or persons legally entitled thereto;
- (c) Trustee may, in any manner provided by law, or as referenced in the published notice of sale, postpone sale of all or any portion of the Property.

20. **Remedies Not Exclusive:** No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy herein or permitted or provided by law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute. Nothing herein shall be construed as prohibiting Lender from seeking a deficiency judgment against the Borrower to the extent such action is permitted by law.

EXHIBIT A

Attachment to Deed of Trust NuMark Golf, LLC-Amy Wieseler

Property ID: 16-11-122-010-000	Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0224, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-122-011-000	Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0228, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-125-010-000	Himark Estates 20th Addition, Pt Outlot B Lying In TD 0224, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-125-011-000	Himark Estates 20th Addition, Pt Outlot B Lying In TD 0035, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-125-013-000	Himark Estates 20th Addition, Pt Outlot C Lying In TD 0035, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-330-004-000	Himark Estates 16th Addition, Outlot A & Himark Estates 11th Addition, Outlot B & Himark Estates 3rd Addition, Outlot C & Himark Estates 1st Addition, Outlot C, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-408-009-000	Irongate Estates 3rd Addition, Remaining Port Outlot A, That Part Lying Outside City Limits, Lincoln, Lancaster County, Nebraska
Property ID: 16-11-408-008-000	Irongate Estates 3rd Addition, Remaining Port Outlot A That Part Lying Inside City Limits, Lincoln, Lancaster County, Nebraska