



MTG Inst. # 2019027052, Pg: 1 of 7 Rec Date: 04/24/2019 11:59:48.947  
 Fee Received: \$46.00 By: CC  
 Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

PLEASE RETURN TO:

John D. Stalnaker  
 Stalnaker, Becker & Buresh, P.C.  
 1111 North 102<sup>nd</sup> Street, Suite 330  
 Omaha, NE 68114-2194

**DEED OF TRUST**

THIS DEED OF TRUST executed effective the 22 day of April, 2019 ("Effective Date"), among the Trustor, OMAHA SMALL BUSINESS NETWORK, INC., a Nebraska non-profit corporation (herein "Borrower"), to the Trustee, John D. Stalnaker, a member of the Nebraska State Bar Association (herein "Trustee"), and for the benefit of the Beneficiary, OMAHA ECONOMIC DEVELOPMENT CORPORATION, a Nebraska non-profit corporation (the "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created irrevocably grants and conveys to Trustee, in trust, "WITH POWER OF SALE", the Borrower's right, title and interest in and to the following described real property located in the County of Douglas, State of Nebraska:

Lot 1, Block 4, Patrick Place, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Together with all buildings, structures, and improvements now or hereafter erected on the property, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with all easements, appurtenances, hereditaments, interests in adjoining roads, tenements absolute interest in the real estate are herein referred to as the "Property";

TO SECURE to Lender the following (individually and collectively, the "Obligations"): the repayment of the indebtedness evidenced by Borrower's note dated on or about of even date herewith (herein "Note"), in the principal sum of approximately \$20,000 and the performance of the covenants and agreements of Borrower herein contained.

NOW THEREFORE, Borrower and Lender covenant and agree as follows:

1. Payment of Note. Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. Charges; Liens. Borrower shall pay, prior to delinquency, all taxes, assessments, and other charges against the Property and attributable to the Property which may attain a priority over this Deed of Trust. Borrower shall promptly furnish to Lender, if Lender requests, receipts evidencing such payment, prior to such taxes, assessments, or other charges becoming delinquent.

3. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

4. Insurance. Borrower shall maintain public liability insurance and general liability insurance insuring any improvements and buildings hereafter constituting any part of the Property in form, amounts and coverages and with insurance companies acceptable to Lender, and, in any event, in an amount sufficient to prevent the operation of any co-insurance provisions in such policies. Such insurance policies shall contain a standard mortgagee clause in favor of Lender.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, lapse in insurance coverage, code enforcement, or arrangements or proceedings involving a bankrupt or decedent (other than where adequate provision for the Note has been made), then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 5 shall become an additional Obligation of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of Borrower's obligations secured by this Deed of Trust.

8. Events Of Default. Any of the following events shall be deemed an "Event of Default" under this Deed of Trust:

(a) The occurrence of an Event of Default as defined under the Note by Borrower, including the failure to pay any obligation under the Note when due; or

(b) All or any material part of the Property is condemned, taken in eminent domain, seized or appropriated by any governmental or quasi-governmental agency or entity; or

(c) Any improvements on the Property are materially damaged or destroyed by fire or other casualty to such an extent that Lender reasonably concludes that there are insufficient insurance proceeds or other funds available to Borrower to reconstruct the Improvements; or

(d) The occurrence of any breach or default by Borrower, or failure by Borrower to perform Borrower's obligations, under this Deed of Trust and such default is not cured within the twentieth (20th) day of notice thereof to Borrower.

9. Acceleration Upon Default, Additional Remedies. Should an Event of Default occur, then, subject to the provisions of the Nebraska Trust Deeds Act, Lender may declare all indebtedness secured hereby to be immediately due and payable, and the same shall thereupon become due and payable upon notice to Borrower. Thereafter Lender, at its sole option, may exercise any rights and remedies allowed at law or in equity, including without limitation:

(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 its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Property, or any part thereof or any interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the 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, upon 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 issues and profits and the application thereof as aforesaid 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, notwithstanding the continuance in possession of the Property or the collection, receipt and application of issues or profits; or

(b) Trustee or Lender may, but not be obligated to, cure any breach or default of Borrower. Without giving notice to Borrower, Trustee or Lender, in person, by agent or by court-appointed receiver, do any and all other things in connection with those actions that Lender may consider necessary and appropriate to protect the security of this Deed of Trust, including without limitation (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Trustee or Lender under, this Deed of Trust; (2) paying, purchasing, contesting or compromising any lien which in Trustee's or Lender's

judgment is or may be senior in priority to this Deed of Trust, such judgment of Trustee or Lender to be conclusive as among the parties to this Deed of Trust; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note or this Deed of Trust; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Trustee or Lender; or

(c) authorize Trustee to exercise the power of sale and foreclose this Deed of Trust in accordance with the Nebraska Trust Deeds Act; or

(d) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(e) exercise any other right or remedy allowable at law or in equity or provided for herein or in the Note.

10. Foreclosure By Power Of Sale. Should Lender elect to foreclose by authorizing Trustee to exercise the power of sale contained herein, Lender shall notify Trustee and shall deposit with Trustee true and correct copies of this Deed of Trust, the Note, and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Thereafter, and only in accordance with or as permitted by the Nebraska Trust Deeds Act:

(a) upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Borrower such notice of default and notice of sale and any other notice or document or instrument as then required by law. Trustee shall, without demand on Borrower, after such time as may then be required by law and after recordation or delivery of such notice of default, notice of sale, or any other notice required by law, sell the Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or 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 in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Lender (but specifically excluding the Borrower), may purchase at such sale, and Borrower hereby covenants to warrant and defend the title of such purchaser or purchasers; and

(b) after deducting all costs, fees and expenses of Trustee and those allowed or permitted by the Note, including attorneys' fees and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto; and

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

11. Remedies Not Exclusive. Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under the Note or any laws now or hereafter in force, notwithstanding some or all of such Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they, or either of them, may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note between Borrower and Lender may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender and either of them may pursue inconsistent remedies. Notwithstanding any provision contained herein to the contrary, Lender reserves the right to seek a deficiency judgment against the Borrower to the extent such action is permitted by law.

12. Appointment Of Successor Trustee. Lender may, from time to time, by a written instrument executed and acknowledged by Lender, mailed to Borrower and recorded in the county in which the Property is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

13. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Time, procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

16. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by United States Mail, (registered or certified), postage prepaid, addressed to Borrower at the address designated herein, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by United States Mail, postage prepaid, to Lender's address stated herein, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. For purposes of this Paragraph 16, the following addresses are designated:

Lender:	Omaha Economic Development Corporation 2221 North 24 <sup>th</sup> Street Omaha, Nebraska 68110
Borrower:	Omaha Small Business Network, Inc. 2505 North 24 <sup>th</sup> Street Omaha, NE 68110
Trustee:	John D. Stalnaker Stalnaker, Becker & Buresh, P.C. 1111 North 102 <sup>nd</sup> Street, Suite 330 Omaha, NE 68114-2194

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to an Event of Default hereof or abandonment of the Property, possess the right to collect and retain such rents as they become due and payable.

Upon an Event of Default, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the Obligations. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all Obligations, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property

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without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Request for Notices. Each party hereto hereby requests that a copy of any notice of default and a copy of any notice of sale under this Deed of Trust be mailed to such party at the address designated by Paragraph 16 of this Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

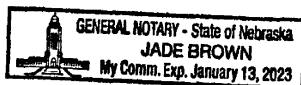
OMAHA SMALL BUSINESS NETWORK, INC.,  
a Nebraska non-profit corporation

By: [Signature]  
Name: Julia Parler  
Title: Executive Director

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF Douglas )

The foregoing Deed of Trust was acknowledged before me on this 23<sup>rd</sup> day of April, 2019 by Julia Parler, the Executive Director of OMAHA SMALL BUSINESS NETWORK, INC., a Nebraska non-profit corporation, on behalf of the corporation.

DOCS/2266001.3



[Signature]  
Notary Public