



DEED 2013115950



NOV 20 2013 10:13 P 6

Nebr Doc
Stamp Tax

11-20-2013
Date

\$5625.00

By MS

Fee amount: 40.00
FB: 61-14810
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/20/2013 10:13:35.00



2013115950

Special Warranty Deed

AFTER RECORDING. RETURN TO:

Emmer Bros., L.L.C.
604 Kapalar Circle
Norfolk, Nebraska 68701
Attn: Mr. Steve Beller

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

November 18, 2013 (the "Effective Date")

STATE OF NEBRASKA §
 §
COUNTY OF DOUGLAS §

Trigild Inc., not in its individual capacity but solely in its capacity as Court-appointed Receiver pursuant to that certain Order Appointing Receiver entered by the District Court of Douglas County, Nebraska on November 5, 2012 in that certain lawsuit styled as *U.S. Bank National Association, as Trustee, as Successor-in-Interest to Bank of America, N.A., as Trustee under that Certain Indenture, Dated as of June 13, 2007 between Hometown Commercial Trust 2007-1 and LaSalle Bank National Association v. Global Hospitality LLC* pending as Cause No. CI 12 7071 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Emmer Bros., L.L.C., a Nebraska limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land, lying and being situated in the County of Douglas, State of Nebraska, more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference as if fully set forth herein, together with all improvements thereon (the "Property").

This deed and conveyance are made and accepted subject to those matters set forth on **Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein, to the extent that the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor but not otherwise.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES THAT GRANTEE CONDUCTED ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF ALL ASPECTS OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON SUCH INDEPENDENT INVESTIGATION AND INSPECTION AND, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND THE EXPRESS COVENANTS, WARRANTIES AND REPRESENTATIONS OF GRANTOR CONTAINED IN THE REAL ESTATE SALES CONTRACT REGARDING THE PROPERTY BETWEEN GRANTOR AND GRANTEE AND ANY CLOSING DOCUMENTS

EXECUTED IN CONNECTION THEREWITH, HAS NOT RELIED ON ANY INFORMATION PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR GRANTOR'S BROKER IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY HAS BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND THE EXPRESS COVENANTS, WARRANTIES AND REPRESENTATIONS OF GRANTOR CONTAINED IN THE REAL ESTATE SALES CONTRACT REGARDING THE PROPERTY BETWEEN GRANTOR AND GRANTEE AND ANY CLOSING DOCUMENTS EXECUTED IN CONNECTION THEREWITH, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, ANY STATE OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PHYSICAL OR OTHER CONDITION OF THE PROPERTY. GRANTEE HEREBY WAIVES ANY SUCH REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES (EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND THE EXPRESS COVENANTS, WARRANTIES AND REPRESENTATIONS OF GRANTOR CONTAINED IN THE REAL ESTATE SALES CONTRACT REGARDING THE PROPERTY BETWEEN GRANTOR AND GRANTEE AND ANY CLOSING DOCUMENTS EXECUTED IN CONNECTION THEREWITH).

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS, WHERE IS, WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR.

Grantor's authority to execute and deliver this Special Warranty Deed is given pursuant to that certain Order Granting Receiver Authority to Sell Property in accordance with Neb. Rev. Stat. § 25-1087 and the Purchase and Sale Agreement, dated October 17, 2013, entered by the Judge in the District Court of Douglas County, Nebraska (the "**Court**") pending as Cause No. CI 12 7071, and Grantor's execution and delivery of this Special Warranty Deed is strictly in its capacity as receiver pursuant to that certain Order Appointing Receiver entered by the Court on November 5, 2012 in that certain lawsuit styled as *U.S. Bank National Association, as Trustee, as Successor-in-Interest to Bank of America, N.A., as Trustee under that Certain Indenture, Dated as of June 13, 2007 between Hometown Commercial Trust 2007-1 and LaSalle Bank National Association v. Global Hospitality LLC*.

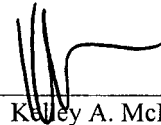
[signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the Effective Date.

GRANTOR:

Trigild Inc., not in its individual capacity but solely in its capacity as Court-appointed Receiver pursuant to that certain Order Appointing Receiver entered by the District Court of Douglas County, Nebraska on November 5, 2012 in that certain lawsuit styled as *U.S. Bank National Association, as Trustee, as Successor-in-Interest to Bank of America, N.A., as Trustee under that Certain Indenture, Dated as of June 13, 2007 between Hometown Commercial Trust 2007-1 and LaSalle Bank National Association v. Global Hospitality LLC* pending as Cause No. CI 12 7071

By:



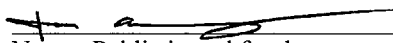
Kelley A. McLaren, Authorized Agent

THE STATE OF ^{California} ~~NEBRASKA~~ §
COUNTY OF ^{San Diego} ~~DOUGLAS~~ §

This instrument was acknowledged before me on the 14 day of November, 2013, by Trigild Inc., not in its individual capacity but solely in its capacity as Court-appointed Receiver pursuant to that certain Order Appointing Receiver entered by the District Court of Douglas County, Nebraska on November 5, 2012 in that certain lawsuit styled as *U.S. Bank National Association, as Trustee, as Successor-in-Interest to Bank of America, N.A., as Trustee under that Certain Indenture, Dated as of June 13, 2007 between Hometown Commercial Trust 2007-1 and LaSalle Bank National Association v. Global Hospitality LLC* pending as Cause No. CI 12 7071.

[SEAL]




Notary Public in and for the
State of California

Ian Angkiangco
Printed Name of Notary

My Commission Expires: August 14, 2014

Exhibit A

Legal Description

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

Lot 1, Hampton Commercial Plaza, an Addition to the City of Omaha, in Douglas County, Nebraska.

Exhibit B

Permitted Encumbrances

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes and Assessments not yet due or payable and special assessments not yet certified to the county treasurers office:
9. Easements as set forth on the Plat and contained in the Dedication of Hampton Commercial Plaza filed December 16, 1987 in Book 1817 at Page 297, Deed Records, Douglas County, Nebraska.
10. Terms and provisions of the Easement Agreement filed January 25, 1988 in Book 837 at Page 649, Miscellaneous Records, Douglas County, Nebraska.
11. Easement and Right of Way granted to Metropolitan Utilities District of Omaha by instrument filed August 26, 1988 in Book 860 at Page 139, Miscellaneous Records, Douglas County, Nebraska.
12. Right of Way Easement granted to the Omaha Public Power District by instrument filed March 10, 1987 in Book 807 at Page 6, Miscellaneous Records, Douglas County, Nebraska.
13. Terms and provisions of the Protective Covenants filed December 4, 1962 in Book 390 at Page 323, Miscellaneous Records, Douglas County, Nebraska.
14. Limitations of access contained in the Deed filed December 5, 1962 in Book 1170 at Page 277, Deed Records, Douglas County, Nebraska.
15. The rights or interest of tenants in possession, as tenants only, pursuant to unrecorded or recorded leases, contracts and/or verbal agreements.