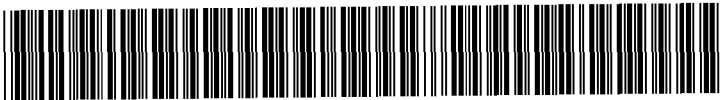




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Fee amount: 106.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/01/2015 14:19:48.00



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(The above space for use of Register of Deeds.)

WHEN RECORDED TO BE RETURNED TO:

Jon E. Blumenthal
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT FIXTURE FILING**

IT IS UNDERSTOOD BY BORROWER AND BANK THAT THIS SECURITY INSTRUMENT, WHICH IS SECURED BY THE PROPERTY HEREIN DESCRIBED, IS A SECURITY AGREEMENT; THAT IT DOES OR WILL SECURE AN OBLIGATION WHICH BORROWER HAS OR WILL INCUR FOR THE PURPOSE OF MAKING AN IMPROVEMENT OR IMPROVEMENTS ON PROPERTY HEREIN DESCRIBED AND IS A CONSTRUCTION SECURITY INTEREST; AND THAT ADVANCES MADE HEREUNDER WILL BE APPLIED TO THE PAYMENT OF THE CONTRACT PRICE OF SAID IMPROVEMENTS.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT FIXTURE FILING (herein "Deed of Trust ") is made as of the 29th day of June, 2015, among the Trustor, Mayberry 51, LLC, a Nebraska limited liability company whose address is 720 North 13th Street, Omaha, Nebraska 68102 (herein "Borrower"), U.S. Bank National Association (herein "Trustee"), and the Beneficiary, U.S. Bank National Association, a corporation organized and existing under the laws of the United States of America, whose address is 8800 West Center Road, Omaha, Nebraska 68124 (herein "Bank").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, assigns, and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of and security of Bank, under and subject to the terms and conditions hereinafter set forth, the following described real property:

(See Exhibit "A" attached hereto and incorporated herein by this reference.)

TOGETHER WITH all improvements, machinery, appliances, apparatus, equipment, inventory and fixtures now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Borrower to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, heating and cooling equipment, 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 Security Instrument; and all of the foregoing, together with said property, or the leasehold estate if this Security Instrument is on a leasehold, are herein referred to as the "Property";

TO SECURE to Bank the repayment of the indebtedness evidenced by Borrower's Promissory Note dated as of June 29, 2015 (the "Note") in the original principal amount of **Seven Hundred Ninety-Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$798,750.00)** (the "Principal") with interest thereon as set forth in the Note ("Interest"), with the balance of the Note, if not sooner paid, due and payable on July 1, 2016 ("Maturity Date"). The payment of all sums, with interest thereon, advanced in accordance herewith to protect the real and personal property covered by this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained or contained in the Note, or any other document executed by Borrower in connection with the indebtedness secured hereby (jointly, the "Loan Documents").

Borrower covenants to Bank and Trustee that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, except for Permitted Encumbrances (defined below) and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject only to the declarations, covenants, easements, restrictions and those liens or encumbrances listed in the schedule of exceptions to coverage in the title insurance policy insuring Bank's interest in the Property and otherwise reasonably acceptable to Bank, and a mortgage or mortgages given by Borrower for the benefit favor of Ascot Development, LLC, so long as such mortgage (or mortgages) is subordinate to and remains junior and inferior to the lien of this Deed of Trust (collectively, the "Permitted Encumbrances").

Borrower and Bank covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the Principal of and Interest on the indebtedness evidenced by the Note, and all prepayment and late charges, if any, as provided in the Note or in this Security Instrument.

2. **FUNDS FOR TAXES AND INSURANCE.** Subject to applicable law and only upon the written request of Bank, Borrower shall pay to Bank on each due date under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, plus one-twelfth of yearly premium installments for the insurance required to be maintained pursuant hereto, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills or other reasonable estimates thereof.

The Funds shall be held by Bank and commingled with Bank's other funds and, further, Bank shall not be liable to Borrower for interest on such Funds. Bank shall apply the Funds to pay said taxes, assessments, and insurance premiums. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If at any point during the term hereof, the amount of the Funds held by Bank shall exceed the amount required to pay the taxes, assessments, and insurance premiums as they fall due during the next consecutive twelve-month period, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on future monthly payments of Funds. If the amount of the Funds held by Bank shall not be sufficient to pay taxes, assessments, and insurance premiums, as they fall due during the next consecutive twelve-month period, Borrower shall pay to Bank any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Bank to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Security Instrument, Bank shall promptly refund to Borrower any Funds held by Bank, if any. If under Paragraph 23 herein the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sums secured by this Security Instrument.

Notwithstanding the foregoing, unless and until there has been an Event of Default as defined herein, Borrower shall not be required to make escrow payments to Bank of insurance premiums and real estate tax payments as otherwise provided in this Section 2, provided, further, that Borrower shall otherwise directly make any insurance and real estate tax payments required hereunder.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Bank under the Note and Paragraphs 1 and 2 hereof shall be applied by Bank on the Note (i) first to interest payable on the Note, (ii) then in payment of amounts payable to Bank by Borrower under Paragraph 2 hereof, and (iii) then to the Principal of the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payments directly, Borrower shall promptly furnish to Bank receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner reasonably acceptable to Bank, or shall in good faith contest such lien by, or defend such enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. INSURANCE COVERAGES. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Bank may reasonably require, in an amount equal to the full replacement value of the improvements (no co-insurance), as established by a competent insurance appraiser. Commercial general liability insurance will also be obtained, with a company reasonably acceptable to Bank, for an amount not less than \$2,000,000.00 combined single limit. Loss of rents insurance for a twelve (12) month period, as established by a competent insurance appraiser, shall also be carried throughout the term of the loan. The Property, if located in a 100-year flood plain, shall also be covered, for the term of the loan, by flood insurance in an amount at least equal to the outstanding principal balance of the loan, or the maximum limit of coverage made available with respect to this particular type of property, whichever is less.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Bank; provided that such approval shall not be unreasonably withheld. It is required that the insurance carrier hold a Policyholders Rating of at least B+ as set forth in the most current issue of Best's Key Rating Guide for property and casualty companies. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

In the event any policy is not renewed on or before ten (10) days of its expiration, the Bank, to protect its interest, may procure insurance on the improvements, pay the premiums and such sums shall become immediately due and payable with Interest at the rate set forth in the Note until paid and shall be secured by this Security Instrument. Failure by Borrower to comply may, at the option of Bank, constitute a default under the terms of this Security Instrument.

All insurance policies and renewals thereof shall be in form acceptable to Bank and shall include a Bank's loss payable endorsement/standard mortgagee clause in favor of and in form acceptable to

Bank, shall provide that the policies may not be canceled, modified, or not renewed except upon the giving of at least thirty (30) days prior written notice to Bank, and shall also provide that any losses shall be payable to Bank and Borrower, as their respective interest may appear, notwithstanding (i) any act, failure to act or negligence contained in such policy by any named insured, (ii) the occupation or use of the Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by Bank or foreclosure pursuant to any provision of this Security Instrument, or (iv) any change in title or ownership of the Property. Bank shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Bank all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Borrower.

Unless Bank and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair by Borrower of the Property damaged, provided such restoration or repair is economically feasible and, the real and personal property covered by this Security Instrument is not thereby impaired. In the event of restoration or repair, the insurance proceeds shall be held in escrow by Bank and disbursed to Borrower as construction is completed and Borrower's contractors are paid. If such restoration or repair is not economically feasible or if the real and personal property covered by this Security Instrument would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Bank within thirty (30) days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to Principal shall not extend or postpone the due date of the installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments. If under Paragraph 23 hereof the Property is acquired by Bank, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part hereof.

7. COMPLIANCE WITH LAWS; HAZARDOUS MATERIALS. Borrower shall keep the Property in compliance in all material respects with any and all applicable federal, state and local laws, ordinances and regulations relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and ground water conditions (collectively the "Environmental Laws"). Borrower shall not use, generate, release, manufacture, store or dispose of on, under or about the Property, or transport to or from the Property, any flammable explosive, radioactive materials, asbestos, petroleum or petroleum products, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any Environmental Laws (collectively referred to hereinafter as "Hazardous Materials"). Nothing contained herein shall be construed so as to limit Borrower's ability to use and store janitorial and office supplies and medical supplies in reasonable quantities on the Property, provided such supplies are employed, stored and disposed of in accordance with all Environmental Laws. Borrower hereby warrants and

represents to Bank that, to the best of Borrower's knowledge, there are no Hazardous Materials on or under the Property. Borrower hereby agrees to indemnify and hold harmless Bank, its directors, officers, employees, and agents, and any successors to Bank's interest, from and against any and all claims, damages and liabilities arising in connection with the presence, use, storage, release, disposal or transport of any Hazardous Materials on, under, from or about the Property, including, without limitations, (i) all damages directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Borrower or any prior owner or operator of the Property or any other person, including an adjacent property owner or operator, and (ii) all costs of any required or necessary repair, remediation, clean-up or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on or under the Property prior to transfer of title thereto by Bank. THE FOREGOING WARRANTIES AND REPRESENTATIONS ARE IN ADDITION TO AND NOT IN LIMITATION OF THOSE IN ANY SEPARATE CERTIFICATE, DOCUMENT OR AGREEMENT IN FAVOR OF BANK, AND BORROWER'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

At any time that Bank reasonably suspects the presence of Hazardous Materials, in, on, under, from or around the Property (except with respect to any Hazardous Materials used in the ordinary course of business of Borrower or the tenants of the Property, with respect to which use there has been no violation of Environmental Laws) or upon and after any Event of Default, and the expiration of any applicable notice and cure period hereunder, Bank shall have the right to require Borrower, at the sole cost and expense of Borrower, to employ a qualified independent environmental firm, acceptable to Bank, to conduct an environmental assessment of the Property to determine whether there is any Hazardous Material above, in, on, under, from or around the Property, such that the Property, any activity related to the Property, or the Hazardous Materials is subject to regulation under Environmental Laws. Bank shall instruct such environmental firm to conduct such assessment in such a manner as to minimize interference with the operation of the Property.

8. BANKRUPTCY. The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under the Security Instrument, the Note and other Loan Documents or obligations which this Security Instrument secures, and that parties other than Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Security Instrument. The parties also agree that this Security Instrument is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Security Instrument shall be allowed in bankruptcy. Should an assumption of or assignment of this Security Instrument be permitted in violation of this covenant, the parties agree that Bank will not have adequate assurance of performance unless and until Bank is allowed access to adequate financial and other information to satisfy itself that the trustee or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this Security Instrument, in full accordance with its terms. The parties further agree that the definition of the term "adequate assurance" as set forth in the United States Bankruptcy Code, as amended, shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Security Instrument.

In the event Borrower becomes a debtor in bankruptcy, the debtor in possession or trustee shall not be permitted to use, sell or lease any of the Property, whether or not in the ordinary course of business, without providing adequate protection to Bank. The parties agree that the language in the United States Bankruptcy Code, as amended, shall be the definition of the term "adequate protection" in connection with any use, sale or lease of the Property. The cash payment referred to in that section shall mean the full payments required under the Note and all other indebtedness which this Security Instrument secures.

The parties agree that because of the extreme financial importance to Bank of this transaction, Bank will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Security Instrument. In the event a plan of reorganization is proposed under Chapter 11 of the United

States Bankruptcy Code, as amended, the parties also agree that the plan will be fair and equitable to Bank, as a secured creditor, only if Bank realizes under the plan the full payments required under the Note and all other indebtedness which this Security Instrument secures.

9. AMERICANS WITH DISABILITIES ACT. At its sole expense, Borrower shall cause the Property to be and remain in compliance with the Americans with Disabilities Act and all similar state and local laws, rules and regulations (hereafter "ADA") during the term hereof. If the Property is remodeled or altered while this Security Instrument is in effect, Borrower shall have the work performed so that the Property continues to comply with the ADA. Borrower shall furnish to Bank, if requested, a written opinion from a licensed architect that the remodeling/alterations comply with the ADA. Borrower hereby warrants and represents to Bank that there are no pending or, to Borrower's knowledge, threatened claims by the Department of Justice or third parties relating to the ADA. Borrower hereby agrees to indemnify and hold harmless Bank, its directors, officers, employees and agents, and any successor to Bank's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the violation of the ADA. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE THE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

10. PROTECTION OF BANK'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or in any other Loan Document, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, enforcement of laws or regulations, or arrangements or proceedings involving a bankrupt or decedent, then Bank, after providing written notice of such failure to Borrower and a reasonable period of time to cure such failure, at Bank's option, may make such appearances, disburse such sums and take such action as is necessary to protect e at the highest rate permissible under applicable law. Nothing contained in this Paragraph 10 shall require Bank to incur any expense or take any action hereunder.

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

12. REPRESENTATIONS AND WARRANTIES OF BORROWER. In order to induce Bank to execute and deliver this Security Instrument and perform hereunder, Borrower makes the following representations and warranties to Bank, which representations and warranties shall remain in effect throughout the term of this Security Instrument, and shall survive and shall be unaffected by any investigations, inspections or inquiries made by Bank, the recording of any of the Loan Documents, or the performance by Bank and Borrower hereunder:

(a) Organization: Borrower is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of Nebraska, is qualified, in good standing, and authorized to do business in each of the jurisdictions in which the nature of its activities or properties require such authorization, and has full power and authority to own its properties, carry on this business(es) as now being conducted, and to enter into, deliver and perform under this Security Instrument.

(b) Authorization: The execution and delivery of this Security Instrument and the satisfaction of Borrower's obligations hereunder have been duly authorized by all necessary action in accordance with the laws of the State of Nebraska. Each of the Loan Documents, upon execution and delivery to Bank, constitutes a legally valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, except as such enforcement may be qualified or limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights in general.

(c) No Contravention: The execution, delivery, and performance of this Security Instrument by Borrower will not, immediately or with the passage of time, the giving of notice or

otherwise, result in (i) the breach of, or constitute a default under, or in any manner release any party thereto from, or accelerate any obligations under, any of the terms or provisions of any lease, security agreement, mortgage, note, indenture, security instrument, license, permit, contract, agreement, or other instrument or document of any kind or nature to which Borrower is a party of by which it or its property is bound or affected, or any restriction to which it or its property is subject, (ii) the creation or acceleration of any lien or encumbrance on the property of Borrower, (iii) a violation of any order, writ, injunction, or decree by which Borrower is bound of any court, administrative agency, or governmental body, or (iv) the breach of the terms of Borrower's Articles of Organization and Operating Agreement.

(d) Disclosure: No representation or warranty of Borrower in this Security Instrument or any statement or certificate furnished or to be furnished by Borrower pursuant to this Security Instrument or in connection with the transactions contemplated herein contains or shall contain any untrue, inaccurate, or misleading statement of material fact or omits to state a material fact necessary in order to make a statement contained therein not misleading.

(e) Litigation: No suits, actions, governmental investigations or inquiries, proceeding (including, without limitation, condemnation or eminent domain proceedings), or other litigation is pending or, to the best of Borrower's knowledge, proposed or threatened, against or affecting Borrower, the Property, or the Collateral which, singularly or in the aggregate, if adversely determined, would materially inhibit or impair Borrower's ability to perform hereunder or reduce or restrict Borrower's interest in the Property or the Collateral, and Borrower knows of no basis for any such litigation.

(f) Property: Neither the whole nor any portion of the Property is subject to any pending condemnation, taking, or other similar proceeding by any public or private authority, and, to the best of Borrower's knowledge, no such condemnation or taking is threatened or contemplated with respect to the Property. Borrower is unaware of and has not been notified of any plan, study, or effort by any governmental authority or agency which in any way affects or would affect the present use or zoning of the Property nor any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway adjoining the Property. The Property and the occupancy by or operation of Borrower's business at the Property is not in violation of any law or any building, zoning, fire, health, or other ordinance, code, or regulation, and neither Borrower nor, to Borrower's knowledge, any tenant has received any notice or request from any governmental authority, insurance company or board of fire underwriters alleging any such violation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property which has not been heretofore complied with. There exist adequate rights of egress from and ingress to the Property, and there is currently adequate access to all water, sewer, gas, electric, telephone, drainage, and other utility equipment and services required by law or necessary for the operation of the business(es) currently operated on the Property, and, to the best of Borrower's knowledge, no fact, condition, or threatened or proposed action exists which would or could have the effect of diminishing such rights.

(g) Environmental Matters: For purposes of this Security Instrument, "Hazardous Substances" shall mean asbestos in a friable state or condition, non-contained polychlorinated biphenyls ("PCBS"), petroleum or petroleum products, and any hazardous or toxic waste or substance or related material defined or treated as a "hazardous substance" or "toxic substance" or "hazardous waste" or "toxic waste" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.) ("CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et. seq.) ("RCRA"), or any other applicable federal, state or local statute, law or ordinance, and any rules and regulations promulgated thereunder (jointly, the "Applicable Environmental Law"). To Borrower's knowledge, no Hazardous Substances have been generated, used, discharged, dispersed, released, disposed of, or allowed to escape on or under the Property in violation of Applicable Environment Law. To Borrower's knowledge, no asbestos

or asbestos-containing substance presently in a condition or in a sufficient quantity as to violate Applicable Environmental Law has been installed, used, incorporated into or disposed of on the Property. To Borrower's knowledge, no underground liquid storage tanks are located on the Property. No notice has been received by Borrower or any tenant with respect to, nor is Borrower aware of any basis for, any federal, state or local agency investigation, administrative order, consent order or decree, litigation, or settlement regarding the existence of Hazardous Substances on or under the Property or the use, generation, or disposal thereof by Borrower or any tenant or previous owner or tenant. The Property is and at all times has been in compliance with Applicable Environmental Laws. No notice, demand, claim, or other communication has been received by Borrower or, to Borrower's knowledge, any tenant from any governmental or other entity or individual claiming any violation of or demanding compliance with any Applicable Environmental Law, or demanding payment, contribution, remedial action or any other action or inaction with respect to any actual or alleged environmental damage or condition. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THIS PARAGRAPH 12 (g), SHALL SURVIVE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

13. CONDEMNATION. Borrower shall promptly provide Bank with notice of any condemnation, eminent domain, change of grade or other proceedings with respect to the Property. All moneys and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting, any portion of the Property by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank, and such moneys and awards are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank, and when paid shall be used at its option toward the payment of any indebtedness, taxes, assessments, repairs or other items for the payment of which this Security Instrument is given as security, whether the same be then due or not and in such order or manner as Bank may determine, or for the restoration or repair of the Property, and any amount not so used shall be released by Bank to Borrower. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to Principal shall not extend or postpone the due date of the installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

14. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Bank to any successor in interest or permitted assignee of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's guarantors. Bank shall not be required to commence proceedings against such successor or assignee or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's guarantors.

15. BANK'S POWERS. Without affecting the liability of Borrower or any other person liable for the payment of any obligation secured hereby, and without affecting the lien or charge of this Security Instrument upon any portion of the Property not then or heretofore released as security for the full amount of all unpaid obligations, Bank may, from time to time and without notice to Borrower (i) release any person so liable, (ii) extend or renew the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Bank's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compromises, settlements, or other arrangements with debtors in relation thereto.

16. FORBEARANCE BY BANK NOT A WAIVER. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. Likewise, the waiver by Bank of any default by Borrower hereunder shall not be deemed to be a waiver of any other or subsequent default by

Borrower hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Security Instrument in the event of Borrower's default hereunder.

17. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

18. **ASSIGNMENT; SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** Bank may assign its rights and obligations hereunder by notice to Borrower. Borrower may not assign its rights or obligations hereunder, whether by contract or operation of law, without the prior written consent of Bank, which may be withheld in Bank's sole discretion. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and permitted assigns of Bank and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

19. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Security Instrument shall be in writing to be effective and given by mailing such notice by first class U.S. mail, postage prepaid, to Borrower at 720 North 13th Street, Omaha, Nebraska 68102 or at such other address as Borrower may designate by notice to Bank as provided herein, and (ii) any such notice to Bank shall be in writing to be effective and given by mailing such notice by first class U.S. mail, postage prepaid, to Bank 8800 West Center Road, Omaha, Nebraska 68124, or to such other address as Bank may designate by notice to Borrower as provided herein. Any such notice shall be effective upon deposit with U.S. mail. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Bank only when given in the manner designated herein.

20. **UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY.** This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. In the event that any provision or clause of this Security Instrument or the Note or any other Loan Document conflicts with applicable law, such conflict shall not affect the other provisions of this Security Instrument or the Note or any other Loan Document which can be given effect without the conflicting provision, and to this end the provisions of the Security Instrument and the Note and the Loan Documents are declared to be severable. This Security Instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. This Security Instrument shall be governed by and construed in accordance with the laws of the State in which the Property is located, except to the extent that Federal laws or the rules and regulations of the Office of Thrift Supervision, or its successor, preempt the laws of the State in which the Property is located, in which case Bank shall be entitled to such Federal rights and remedies without regard to conflicting limitation imposed by State law.

21. **BORROWER'S COPY.** Borrower acknowledges receipt of a conformed and completed copy of the Note and of this Security Instrument at the time of execution.

22. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If Borrower or any successor in interest to Borrower or the Property described in this Security Instrument should, without the prior written consent of Bank, assign the Note or sell, convey, transfer, or alienate the Property, or any part thereof, or any interest therein, or be divested of its title or any interest therein in any manner, whether voluntary or involuntary, by contractual arrangement or operation of law, or if Borrower or any successor in interest to Borrower or the Property is a corporation, partnership, limited liability company, or joint venture, and control of more than fifty percent (50%) of the equity ownership of such corporation, partnership, limited liability company, or joint venture is, other than by reason of the death of a shareholder, partner, member or venturor, without the prior written consent of Bank, sold, conveyed, transferred or alienated, either voluntarily or involuntarily, by contractual arrangement or operation of law, then Bank shall have the right

at its sole option to declare any and all indebtedness due hereunder, or any other obligation secured by this Security Instrument, immediately due and payable.

Not less than thirty (30) days prior to any such sale or other transfer, Borrower shall notify Bank in writing of the proposed sale or transfer and shall provide Bank with such information concerning the terms and conditions of the sale or transfer and the creditworthiness and financial condition of the proposed purchaser or transferee as Bank may require. Bank may withhold its consent to any such sale or other transfer in Bank's sole discretion.

A consent and waiver of Bank's option to accelerate shall be subject to (a) the credit of the purchaser or transferee being satisfactory to Bank; (b) an assumption fee of one percent (1%) of the then outstanding Principal balance being paid to Bank; (c) assumption of full and unconditional liability on the indebtedness by all purchasers or transferees of the Property on a joint and several basis; and (d) any other requirements reasonably necessary to protect Bank's interest in the Property. Any agreement regarding Bank's consent and waiver of its option to accelerate must be in writing and reached prior to the date of the sale or transfer. Waiver of any right granted to Bank by the provisions of this paragraph as to one transaction, event or occurrence shall not be deemed to be a waiver of any right as to any subsequent transaction, event or occurrence.

The sale or transfer of the Property subject to this Security Instrument or the assignment of the Note shall not operate to release Borrower or any guarantor of the Note without the express written agreement of Bank, which may be withheld in Bank's sole discretion.

If the ownership of the Property subject to this Security Instrument becomes vested in a person(s), corporation, partnership, limited liability company, or joint venture other than Borrower, Bank may, without notice to Borrower, deal with such successor or successors in interest with reference to the Security Instrument and the debt evidenced hereby secured as with Borrower, and may forebear to sue, alter time for payment of the debt, change the Interest rate and/or payments of the debt hereby secured, without discharging or in any way affecting the liability of Borrower hereunder or upon the debt secured.

If Bank exercises such option to accelerate, Bank shall mail Borrower notice of acceleration in accordance with Paragraph 19 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due or cure such default. If Borrower fails to pay such sums or cure such default prior to the expiration of such period, Bank may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 23 hereof.

23. ACCELERATION; REMEDIES. Except as provided in Paragraph 22 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument or Loan Documents, including, but not limited to, the covenants to pay when due any sums secured by this Security Instrument, or if there shall be filed by or against Borrower an action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or there shall be appointed any trustee, receiver, or liquidator of Borrower of all or any part of the Property, or the rents, issues or profits thereof, or Borrower shall make any general assignment for the benefit of creditors, or abandonment of the Property, Bank prior to acceleration shall mail notice to Borrower as provided in Paragraph 19 hereof specifying (i) the breach; (ii) the action required to cure such breach; (iii) a date, not less than thirty (30) days from the date notice is mailed to Borrower, by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. If the breach is not cured on or before the date specified in the notice, Bank, at Bank's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Bank shall be entitled to collect all reasonable and necessary costs and expenses actually incurred in pursuing the remedies provided in this Paragraph 23, including, but not limited to, reasonable and necessary attorneys' fees actually incurred.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine and in the manner prescribed by applicable law. Trustee may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale and in the manner prescribed by applicable law. Bank or Bank's designee may purchase the Property at any such sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property sold. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable and necessary costs and expenses of the sale, including, but not limited to, Trustee's fees of not more than 1/2 of 1% of the gross sale price, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument, in such order as Trustee shall determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

24. ACCELERATION; PREPAYMENT PRIVILEGE. Upon any default by Borrower and following the acceleration of maturity as herein provided, a tender of payment of the amount necessary to satisfy the entire or any portion of indebtedness secured hereby, including the late payment fee and interest accrued at the default rate set forth in the Note, made at any time prior to foreclosure sale (including sale under power of sale) by Borrower, its successors or permitted assigns or by anyone on behalf of Borrower, its successors or permitted assigns, shall constitute an evasion of the prepayment terms of said Note and be deemed to be a voluntary prepayment thereunder and any such payment, to the extent permitted by law, will, therefore, include the additional payment required under the prepayment privilege, if any, contained in said Note.

25. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Bank's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Bank to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Security Instrument, or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Bank all sums which would be then due under this Security Instrument and the Note, had no acceleration occurred, including the late payment fee and Interest accrued at the default rate set forth in the Note; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument not waived by Bank; (c) Borrower pays all expenses actually incurred by Bank and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Bank's and Trustee's remedies as provided in Paragraph 23 hereof, including, but not limited to, attorneys' fees; and (d) Borrower takes such other action as Bank may reasonably require to assure that the lien of this Security Instrument, Bank's interest in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; BANK IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property pursuant to the Assignment of Leases and Rents dated of even date herewith by Borrower in favor of Bank, provided that Borrower shall, prior to acceleration under Paragraph 23 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

27. SECURITY AGREEMENT AND FINANCING STATEMENT UNDER UNIFORM COMMERCIAL CODE. This Security Instrument encumbers, and Borrower hereby grants Bank a security interest in, Borrower's interest in all personal property of any kind whatsoever, whether tangible or intangible, whether or not any such personal property is now or becomes a "fixture", which is used or

will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of the Property and is owned by Borrower. Such personal property ("Collateral") shall include those items as shown on the attached Exhibit "B".

"Fixtures" shall include all articles of personal property, furniture and furnishings which are so related to the Property such that an interest arises in them under the real estate laws of the State of Nebraska. To the extent of the existence of Collateral encumbered by this Security Instrument, this Security Instrument shall constitute a security agreement and when filed with the Nebraska Secretary of State and in the real property records of the county where the Property is situated is intended to create a perfected security interest in such Collateral in favor of Bank and to constitute a "fixture filing" in accordance with the provisions of Nebraska Uniform Commercial Code. This Security Instrument shall be self-operative with respect to such Collateral, but Borrower agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Bank may request in order to impose the lien hereof more specifically upon any such Collateral and to pay the recording and/or filing fees associated therewith. For purpose of treating this Security Instrument as a security agreement and financing statement, Bank shall be deemed to be the Secured Party and Borrower shall be deemed to be the Debtor.

Borrower hereby authorizes the Bank to file such financing statements, continuation statements and take such other action as is requested by Bank to impose, perfect and continue Bank's security interest in the Collateral. In addition to recording this Security Instrument in the real property records, Bank may, at any time and without further authorization from Borrower, file counterparts, copies or reproductions of this Security Instrument as financing statements. Borrower shall pay to Bank on demand any and all expenses, including attorneys' fees and expenses, incurred or paid by Bank in perfecting, continuing, and protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Upon the occurrence of any default hereunder not cured within any applicable grace period, Bank shall have the right to cause any of the Property which is personal property and subject to the security interest of Bank hereunder to be sold in one or more public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of the Property by Trustee, as provided for in this Security Instrument, and Bank shall further have all rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an attorney, employee or other agent of Bank or Trustee. Expenses of retaking, holding, preparing for sale, and selling such personal property shall be born by Borrower and shall include Bank's and Trustee's fees and actual and reasonable legal expenses. Bank shall have the right to enter upon the real property where any Collateral which is the subject of the security interest granted herein is located, to take possession of, assemble and collect such personal property or to render it unusable, or Borrower, upon demand of Bank, shall assemble such personal property and make it available to Bank at a place deemed reasonably convenient to Bank. If notice is required by law, Bank shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or other intended disposition is to be made, and, if such notice is sent to Borrower, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Borrower. Any sale made pursuant to the provisions of this section shall be deemed to have been a public sale conducted in a reasonably commercial manner if held contemporaneously with the sale under the power of sale granted in this Security Instrument upon giving the same notice with respect to the sale of the personal property as is required with respect to the trustee's sale under this Security Instrument.

28. RECONVEYANCE. Upon payment of all sums secured by this Security Instrument, Bank shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property 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.

29. SUBSTITUTE TRUSTEE. Bank, at Bank's option, may from time to time by an instrument recorded in the Register of Deeds' office of the County in which this Security Instrument is recorded and otherwise in accordance with the provisions of Neb. Rev. Stat. § 76-1004 remove Trustee

and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

30. OTHER DOCUMENTS. The undersigned has also executed other Loan Documents simultaneously with the Note and this Security Instrument. The parties hereto agree that said Loan Documents shall survive the closing, and that a default or violation of any one Loan Document is a default or violation of all Loan Documents, and that as a result thereof, the Security Instrument can be foreclosed or a default can be declared.

31. SECONDARY FINANCING. Borrower hereby agrees that there shall be no secondary financing on the Property without the prior written consent of Bank.

32. REQUEST FOR NOTICE. Borrower and Bank hereby request that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Borrower and Bank at their respective mailing addresses set forth above.

33. LEASES AND PERMITTED TRANSFERS. Notwithstanding any provision in this Security Instrument to the contrary, Beneficiary hereby consents to leases of the Property entered into on a commercially reasonable arms length basis (a "Lease") and transfers of membership interests in Borrower by any member of Borrower if such transfer: (i) results from a new member purchasing a non-controlling membership interest in Borrower; (ii) results from the death of a member; (iii) is made among the present members of Borrower; (iv) is made to immediate family members (spouses and children) or family trusts solely for the benefit of such family members for estate planning purposes; or (v) is made to Todd Simon and/or Bruce Simon and/or entities controlled and majority-owned by either of them (collectively (i)-(v), a "Permitted Transfer").

A Permitted Transfer shall be subject in each instance to the satisfaction of the following conditions: within thirty (30) days after any such transfer, Borrower shall provide written notice of such transfers to Beneficiary, together with a description of the sale or transfer, including a description of the nature and amounts of beneficial membership interests sold or transferred and a description of who owns the remainder not transferred, and copies of the transfer documents pursuant to which the transfer was effected.

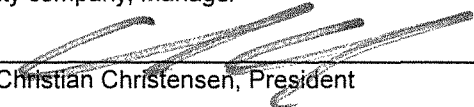
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IN WITNESS WHEREOF, Borrower has executed and delivered this Security Instrument as of the date and year first above written.

BORROWER:

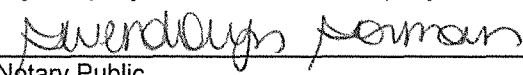
Mayberry 51, LLC, a Nebraska limited liability company

By: Bluestone Development, LLC, a Nebraska limited liability company, Manager

By: 
Christian Christensen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of June, 2015, by Christian Christensen, President of Bluestone Development, LLC, a Nebraska limited liability company, as Manager of Mayberry 51, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public

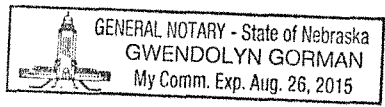


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (5120 Mayberry Street, Omaha, NE 68106):

The South 111 feet of Lots 1, 2, 3, 4 and 5, and all of Lots 6, 7, 8, 21, 22, 23 and 24, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with all of vacated Marcy Street adjacent to said Lots 1, 2, 3, 4, 5, 6, 7 and 8 on the South, and together with the South Half (S1/2) of the vacated alley adjacent to said Lots 6, 7 and 8 on the North, EXCEPT the South 20 feet of said Lots 21, 22, 23 and 24 appropriated by the City of Omaha for opening Mayberry Street and 51st Avenue.

PARCEL 2 (5110 Mayberry Street, Omaha, NE 68106):

Lot 25 and the West 32 feet of Lot 26, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

PARCEL 3 (836 S 51 ST, Omaha, NE 68106):

The East 18 feet of Lot 26 and all of Lots 27 and 28, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

EXHIBIT "B"

A. All structural and mechanical components of any structures, buildings, and improvements currently or at a later date erected or placed upon the PROPERTY described on the foregoing Exhibit "A," together with all trees, shrubs, flowers, drains and drainage rights appurtenant to, located on, under, or above or used in connection with the PROPERTY and the improvements situated thereon, or any part thereof, whether now existing or hereafter created or acquired;

B. All of the following, to the extent now or at any time hereafter affixed to, attached to, placed upon or used in connection with the Property: machinery, equipment, apparatus, fixtures, furniture, furnishings, appliances, including without limitation all built-in furniture and installations, shelving, partitions, door-stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, refrigerators, freezers, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings, all building materials and equipment now or hereafter delivered to the PROPERTY and intended to be installed or placed in or about the improvements;

C. Accounts, accounts receivable, contract rights, chattel paper, including tangible chattel paper and electronic chattel paper, promissory notes, drafts, instruments, investment property, money, letter of credit rights, commercial tort claims, documents and supporting obligations (including but not limited to all of the rents, royalties, issues, profits, revenue, income, proceeds and other benefits of the Premises) arising from the use or enjoyment of all or any portion of the Premises or from any lease agreement pertaining thereto, and all right, title and interest of the DEBTOR in and to all leases of the PROPERTY now or hereafter entered into and all right, title and interest of DEBTOR thereunder, all guarantees of tenants' or occupants' performances thereunder, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms; in addition all amounts paid or to be paid by the federal or state government or any governmental agency to or on behalf of DEBTOR or any tenant arising from the use or enjoyment of all or any portion of the Premises;

D. All deposit accounts of DEBTOR maintained at the offices or any branch of SECURED PARTY;

E. All proceeds of any unearned premiums on any insurance policies covering the Project, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Project;

F. All utility deposits made to procure or maintain utility services to the Property and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon held by Bank under or in accordance with Security Instrument;

G. To the extent the same may be assigned or encumbered, all rights, title and interest of DEBTOR in any and all building permits, and any other permits, licenses or authorization required by the governmental authorities having or exercising jurisdiction over the PROPERTY, all rights to performance or payment of any other nature which DEBTOR has or may have in the future under any contract or agreement regarding the PROPERTY, all rights to the names under or by which the PROPERTY may at any time be operated or known, and all rights to carry on business under any such names, logos and goodwill in any way relating to the PROPERTY;

H. To the extent the same may be assigned or encumbered, all documents of membership and any owners or members association or similar group having responsibility for managing or operating any part of the PROPERTY;

I. All proceeds (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (Insurance Proceeds) and condemnation awards on the PROPERTY (Condemnation Proceeds) (all of such proceeds hereinafter called "Proceeds").

J. Whether now owned or hereafter acquired or arising, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements thereof, and all proceeds and products of the foregoing wherever located.