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**NEBRASKA DEED OF TRUST**

**PARTIES**

**TRUSTOR:** Pharmacy Properties, LLC, a Nebraska limited liability company, with an office for the conduct of its business located at 605 E. Francis, North Platte, Nebraska 69101

**BENEFICIARY:** Wells Fargo Financial Leasing, Inc., an Iowa Corporation, with an office for the conduct of its business located at 800 Walnut St., Des Moines, Iowa 50309

**TRUSTEE:** Commonwealth Land Title Insurance Company, with an office for the conduct of its business located at 13915 Gold Circle, Omaha, Nebraska 68144.

The parties promise and agree as follows:

**Transfer of Rights in the Property**

1. FOR VALUABLE CONSIDERATION, Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property and interest of Trustor described herein.

**Obligation Secured by Deed of Trust**

2. This Deed of Trust, in the amount of Eight Hundred Nineteen Thousand Eight Hundred Sixty Five and 01/100 Dollars (\$819,865.01) secures a Lease Agreement and or Lease Agreements made by the parties hereto.

This Deed of Trust shall also collateralize any and all additional extensions, renewals and modifications of the obligations evidenced with respect to or under this Lease or any additional or future Lease Agreements made by the parties

hereto and payment of all sums advanced by Beneficiary to protect the Property, as defined below, with interest thereon at the Default Rate, as defined herein.

The indebtedness described above is referred to as the "Indebtedness."

#### **Secured Property**

3. The property encumbered by this Deed of Trust (hereinafter, the "Property") by the Trustor for the benefit of the Beneficiary is legally described on Exhibit A attached hereto and incorporated herein by reference.

This Deed of Trust is given as additional collateral security for the Lease Agreement and/or Lease Agreements, and also any other obligation(s) of the Trustor to Beneficiary in any form or fashion whatsoever, and shall also secure all improvements now or hereafter existing on the Property and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights, and all fixtures located thereon or associated therewith.

#### **Payment**

4. Trustor will pay the Lease as promised in the Lease according to its terms.

#### **Insurance**

5. Trustor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Beneficiary. The policies shall contain the standard Mortgagees clause in the name of the Beneficiary. Within thirty (30) days after notice and demand, Trustor must insure the Property against any risk reasonably required by Beneficiary. If Trustor fails to obtain the required insurance or keep the buildings or the Property insured, Beneficiary may obtain the insurance.

#### **Taxes, Etc.**

6. Trustor will pay all taxes, assessments, sewer rents or water rates within thirty (30) days prior to their delinquency. Trustor must show receipts for these payments within ten (10) days of Beneficiary's demand for them.

#### **Beneficiary's Right to Cure**

7. Trustor authorizes the Beneficiary to make any payments necessary to correct any failure by the Trustor to provide insurance or pay taxes or other items listed in paragraphs 5 and 6 of this Deed of Trust.

The Beneficiary may make an interest charge at the default rate of the maximum rate permitted by law at the time of the payment on any payments of this kind (the "Default Rate") and if the Trustor does not pay the advances and interest to the

Beneficiary within ten (10) days after being asked to do so, the amount of the payments and interest will be added to this Deed of Trust.

**Maintenance**

8. Trustor will keep the Property in reasonably good repair.

**Oil & Hazardous Materials**

9. Trustor agrees that there has been no release of oil or other hazardous materials on the premises, nor has it ever been used for the treatment, storage or disposal of oil or other hazardous materials nor shall it be so used.

**Environmental Audit**

10. If the Beneficiary shall be required to pay for an environmental audit, the Trustor shall reimburse the Beneficiary, within 30 days after demand, for the cost of the same, and if a lien is filed against the premises by any Federal, State and/or Local Authority pertaining to oil or hazardous materials, Trustor shall pay and remove the lien within 30 days of the date of filing.

**Environmental Liability**

11. Trustor shall indemnify and hold the Beneficiary harmless from any loss, liability or expense, including, without limitation, costs associated therewith for all proceedings, engineering expenses and attorneys' fees as incurred by Beneficiary as a result of any release of oil or hazardous material onto the premises.

**No Sale or Alteration**

12. The Trustor may not, without the consent of the Beneficiary, (a) alter, demolish or remove the buildings and improvements on the Property or (b) sell the Property or any part of it.

**Title**

13. Trustor warrants the title to the Property.

**Default When Full Amount  
of Obligation Due Immediately**

14. At the option of the Beneficiary, the full amount of the Lease payments may be declared to be due and payable immediately for any default.

The following are defaults: (a) Trustor fails to make any payment required by the Lease; (b) Trustor fails to keep any other promise or agreement in this Deed of Trust or in the Lease Agreement and/or Lease Agreements, within the time stated, or, if no time is stated, within a reasonable time after notice is given that Trustor

is in default; (c) Trustor transfers the Property voluntarily, involuntarily or by operation of law without the prior written consent of the Beneficiary.

#### **Exercise of Power of Sale**

15. If Beneficiary elects to sell Trustor's interest in the Trust Property by exercise of the power of sale herein contained, Beneficiary shall notify Trustee in the manner then required by law.

Upon receipt of such notice of Beneficiary and at the direction of Beneficiary, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Deed of Trust. Trustee shall, only at the direction of Beneficiary and without demand on Trustor, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Trust Property at the time and place of sale fixed by it in such notice of sale, either as whole or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale. Trustee may in the manner provided by law postpone sale of all or any portion of the Trust Property.

#### **Distribution of Sale Proceeds**

16. The Trustee shall apply the proceeds of the trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees actually incurred not to exceed the amount which may be provided for in the Deed of Trust, second, to payment of the obligation secured by the Deed of Trust, third, to the payment of junior deeds of trust, mortgages or other lienholders, and the balance, if any, to the person or persons legally entitled thereto.

#### **Receiver**

17. If Beneficiary sues to foreclose the Deed of Trust, Beneficiary shall have the right to have a receiver appointed to take control of the Property.

#### **Payment of Rent and Eviction After Default**

18. If there is a default under this Deed of Trust, Trustor must pay monthly in advance to Beneficiary, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the Property that is in the

possession of the Trustor. If Trustor does not pay the rent when due, Trustor will vacate and surrender the Property to Beneficiary or to the receiver.

**Applicable Law**

19. This Deed of Trust shall be governed by the laws of the State of Nebraska.

**Notices**

20. Notices, demands or requests may be in writing and may be delivered in person or sent by mail. Trustor, for itself and for each person who is a party hereto, hereby requests a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at the applicable addresses provided above.

**Attorneys' Fees**

21. Trustor shall be liable for the payment of any and all reasonable attorneys' fees and costs incurred in any action to foreclose this Deed of Trust or to collect the obligation pursuant to the Lease Agreement and/or Lease Agreements, as may be permitted by law to be charged, including any and all additional statutory costs and allowances.

### **Who is Bound**

22. If there is more than one Trustor, each shall be separately liable. The words "Trustor" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns. If there are more than one, the word "Beneficiary" used in this Deed of Trust shall include them. If there are more than one, the word "Trustee" used in this Deed of Trust shall include them.

### **Assignment**

23. Beneficiary shall have the right to assign this Deed of Trust or any part thereof.

### **No Oral Changes**

24. This Deed of Trust cannot be changed or ended except in writing signed by the Beneficiary.

### **Trustee Liability; Compensation**

25. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever. Trustee shall not be personally liable in case of entry by it or anyone acting by virtue of the powers herein granted it upon the Deed of Trust for debts contracted or liability for damages incurred in the management or operation of the Trust Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder or believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by it in the performance of its duties hereunder and to reasonable compensation for such of its services hereunder as shall be rendered. Grantor will, from time to time, pay compensation due Trustee hereunder and reimburse Trustee for and save and hold it harmless from and against any and all loss, cost, liability, damage and expense whatsoever incurred by it in the performance of its duties.

All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies ( except to the extent required by law) and Trustee shall be under no liability for interest on any monies received by it hereunder.

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by the Trustor.

TRUSTOR:

By *Michael G Hamik*  
Name Michael G Hamik  
Title Pres

TRUSTOR:

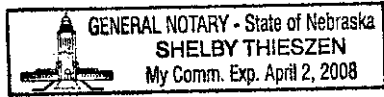
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Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Hall )

The foregoing instrument was acknowledged before me this 22 day of, December, 2006 by Michael G. Hamik, Member of Pharmacy Properties, LLC, a Nebraska limited liability company, on behalf of the limited liability company. .

*Shelby Thieszen*  
Notary Public

My commission expires:  
Apr 2, 2008





**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Parcel 1:**

The South 130.00 feet of the North 180.00 feet of the West 237.51 feet of Lot 8, in Mockingbird Hills West, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

**Parcel 2:**

The East 100.00 feet of the West 337.51 feet of the North 180.00 feet AND the North 50.00 feet of the West 237.51 feet, all in Lot 8, Mockingbird Hills West, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.