

Lincoln
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Inst # 2012043734 Thu Sep 06 09:04:43 CDT 2012
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Lancaster County, NE Assessor/Register of Deeds Office DTRUST
Pages 4



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DEED OF TRUST

THIS DEED OF TRUST (the "Deed of Trust") is made on the 31 day of August, 2012. The Trustor is: Apollo Block Properties, LLC, a Nebraska limited liability company, whose mailing address is: 919 Dutch Mill Drive, Ballwin, MO 63011 (the "Borrower") The Trustee is: R. Kent Radke, a member of the Nebraska Bar Association, 1640 Normandy Ct., Suite C, Lincoln, NE 68512. The Beneficiary is: Stuart A. Marx, PO Box 22761, Lincoln, NE 68542-2761 (the "Lender"). Borrower irrevocably conveys to Trustee, in Trust, *with power of sale*, the following real estate located in Lancaster County, Nebraska (the "Property")

The South 45 feet of the North 92 feet of Lot 7 and the South 45 feet of the North 92 feet of the West 37 feet of Lot 8, all in Block 148, Original Lincoln, Lancaster County, Nebraska, a/k/a 736 South 11ths Street, Lincoln, Nebraska.

Together with all rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender Fourteen Thousand Two Hundred Fifty and no/100 Dollars (\$14,250.00) evidenced by Borrower's Deed of Trust Note (the "Note") of even date, due and payable September 1, 2017.

This Deed of Trust is a security instrument and secures to Lender the Debt evidenced by the Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreement.

Borrower covenants that Borrower is lawfully seized of the Property and has the legal power and lawful authority to convey the same and warrants and will defend title to the Property against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in the Note.
2. All payments received by Lender shall be first applied to advances, which may have been made by Lender, and then to interest due and last to principal due.
3. Borrower shall pay all real estate taxes assessed against the property before they become delinquent and provide proof of payment to the Lender. In the event Borrower does not pay the real estate taxes, before they become delinquent, Lender may pay the taxes,

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TitleCore, LLC
1640 Normandy Ct., Ste C
Lincoln, NE 68512

declare a default under this Deed of Trust and add the amount of taxes paid to the amount due to Lender.

4. If Lender determines that any part of the Property is subject to a lien, which is or may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Borrower shall keep the improvements, if any, on the Property insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the Property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened. Otherwise said proceeds shall be paid on the debt herein, whether or not then due. Upon request Buyer shall provide Lender with proof that the Insurance required by this section is in force. Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in the Note, or change the amount of the payments.
6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the Property to make repairs. Any amount disbursed by lender under this paragraph shall become an additional debt of Borrower secured by this instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.
8. Any extensions or modifications of the loan granted by Lender to any successor interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Borrower's last known address.
10. Nebraska Law shall govern this security instrument and the note, which it secures.
11. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, Lender shall not exercise this option if federal law as of the date of this Deed of Trust prohibits exercise.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered

or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand by Borrower.

12. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Deed of Trust and the note that it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full or all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.
13. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska 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 any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property. 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 sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

Purchaser shall have no liability under the terms of this note to seller and the sole recourse of the seller shall be against the property encumbered herein, and not against the borrowers personally.

14. Upon acceleration or abandonment of the Property, 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. Any 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 fees, and then to the sums secured by this Deed of Trust.
15. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the Property and shall surrender this Deed of Trust and the Note secured. Trustee shall

reconvey the Property without warranty and without charge to the persons legally entitled to it.

16. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee. Without reconveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.
17. Borrower requests that copies of all notices provided herein be sent to Borrower's address, which is: 919 Dutch Mill Drive, Ballwin, MO 63011.

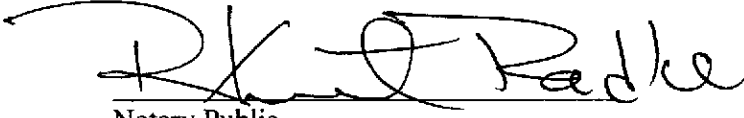
**Apollo Block Properties, LLC, a
Nebraska limited liability company, Borrower**

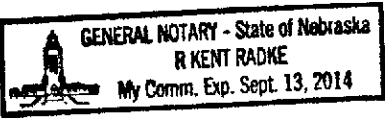
By: 
Nils E. Flodberg, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the 31 day of August, 2012 by Nils E. Flodberg, Managing Member of Apollo Block Properties, LLC, Borrower, to me known to be the identical person who signed the foregoing Deed of Trust, and acknowledged the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.


Notary Public



TC File No. 12-502962
TitleCore, LLC
1640 Normandy Ct. Ste C
Lincoln NE 68512