



WHEN RECORDED, RETURN TO:  
Western National Bank

P.O. Box 6  
Summerfield, KS 66541

**NEBRASKA DEED OF TRUST  
SECURITY AGREEMENT - FINANCING STATEMENT**

The undersigned:

Andrew Ross Real Estate, LLC, a Nebraska Limited Liability Company

, whose address is 6830 Marcus Road, Lincoln, NE 68516

(hereinafter called "TRUSTORS", whether one or more), for the purpose of securing the indebtedness hereinafter described, and in consideration of the uses, purposes and trusts hereinafter set forth, having granted, bargained and sold, and by these presents do grant, bargain and sell **IN TRUST, WITH POWER OF SALE** unto Western National Bank, Trustee, of Marshall County, Kansas, and his substitutes or successors, for the benefit and security of Western National Bank (herein "Beneficiary") all of the following described property situated in Lancaster County, Nebraska, to-wit:

The West 45 feet of the East 89 feet of Lots 16, 17, 18 and 19, Block 33, Havelock, Lincoln, Lancaster County, Nebraska

Address Reference: 6012 Ballard Avenue, Lincoln, NE 68507

together with all improvements now or hereafter situated thereon, inclusive of all goods which are or are to become fixtures in and about such improvements, including, without limitation, all heating, air conditioning, ventilating, plumbing, and electrical fixtures and wiring, and all replacements thereof and additions thereto, all of which Trustors represent and agree are or will be a part of and affixed to said land.

If checked this is a CONSTRUCTION SECURITY AGREEMENT. This is a construction security interest which secures an obligation which the Debtor incurred for the purpose of making an improvement of the real estate in which the security interest is given.

TO HAVE AND TO HOLD the above described property ("Property"), together with the rights, privileges, and appurtenances thereto, unto the said Trustee, and to his substitutes or successors forever. And Trustors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims of all persons claiming or to claim said Property or any part thereof.

This conveyance, however, is made in TRUST to secure payment of all of the following indebtedness:

(a) The indebtedness evidenced by the following promissory note(s) (the "Note", whether one or more) and any modifications, renewals or substitutions of the Note, executed by:

Andrew Ross Real Estate, LLC

("DEBTORS," whether one or more) and payable to BENEFICIARY (which definition shall include any holder of the Note), according to the terms provided in Note, bearing interest as therein stipulated, provided for acceleration of maturity and for attorney's fees:

Type of Instrument: Promissory Note

Amount: \$ 92,000.00

Maturity Date: 02/10/2023

Havelock

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3/1/20

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(b) All sums advanced or paid by Beneficiary on account of the failure of the Trustors or Debtors to comply with the terms or covenants of this Deed of Trust or other document(s) signed by Trustors or Debtor.

(c) Subject to the provisions of Paragraph 23, all future advances and future obligations as provided herein.

If Trustors do and perform all of the covenants and agreements herein contained, and if Debtors make prompt payment of all indebtedness secured hereby as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and this Deed of Trust shall be released, at the expense of Trustors, by the Beneficiary.

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### REPRESENTATIONS, WARRANTIES AND COVENANTS

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Trustors covenant and agree as follows:

1. **Title.** That they are lawfully seized of the Property, and have the right to convey the same, and that the Property is free from all liens and encumbrances, except as herein provided.
2. **Taxes, Assessments.** To protect the title and possession of the Property, and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Property or levied or assessed on the interest therein created by this Deed of Trust, and to deliver to Beneficiary on or before thirty (30) days prior to the date such taxes become delinquent, validated receipts evidencing payment of all such taxes, and to preserve and maintain the lien hereby created as a first and prior lien, except as hereinafter provided, on the Property, including any improvements hereafter made a part of the realty.
3. **Maintenance.** To keep the improvements on the Property in good repair and condition, and not to permit or commit any waste thereof, and to keep all buildings and other improvements occupied so as not to impair the insurance carried thereon.
4. **Insurance.** To insure and keep insured all improvements now or hereafter created upon the Property against loss or damage by fire and windstorm and any other hazard or hazards, as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such insurance company or companies as may be approved by Beneficiary; and to deliver to Beneficiary the policies of such insurance, having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; and to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire. Any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at its option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect; or Beneficiary may permit Trustors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.
5. **Performance by Beneficiary.** That, in the event Trustors shall fail to keep the improvements on the Property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments as aforesaid, or to preserve the prior lien of this Deed of Trust on the Property, or to keep the buildings and improvements insured as aforesaid, or to deliver the policy or policies of insurance, or the renewal or renewals thereof, to Beneficiary as aforesaid, then Beneficiary may, at its option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on the Property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; and any sums which may be so paid out by Beneficiary, and all sums paid for insurance premiums as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Property, shall bear interest from the dates of such payments at the rate stated in said Note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.
6. **Default, Foreclosure.** That, in the event of default in the payment of any installment, principal or interest, of the Note hereby secured, in accordance with the terms thereof, or in the event of a breach of any of the covenants herein contained to be performed by Trustors, or to be performed by Debtors under any loan agreement or loan commitment executed in connection with the indebtedness secured hereby, then and in any of such events, Beneficiary may elect, Trustors hereby expressly waiving notice of intent to accelerate maturity of the indebtedness, protest and notice of protest, presentment and demand for payment, to declare the entire principal indebtedness hereby secured, with all interest accrued thereon and all other sums hereby secured, immediately due and payable; and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and the Trustee may proceed to sell the above described and conveyed Property then subject to the lien hereof and any and every part thereof, at public venue, to the highest bidder, at the customary place in the county in which the above described real estate is located, for cash, first giving the public notice required by law of the time, terms and place of sale, and of the property to be sold; and upon such sale the Trustee shall execute and deliver a deed of conveyance of the Property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of money hereby secured to be paid, existence of the secured obligations, notice of advertisement, sale, receipt of money, and the happening of any of the events whereby any successor trustee became successor as herein provided, shall be prima facie evidence of the truth of such statement or recital; and the Trustee shall receive the proceeds of such sale, out of which the Trustee shall pay: first, the cost and expenses of executing his trust, including attorneys' fees and compensation to the Trustee for his services; and next to Beneficiary or its endorsees or assignees, upon the usual vouchers therefor, all monies paid pursuant to or under any provisions set forth herein, in the Note or in any of the other documents or instruments secured hereby; and next to the payment of the Note and other secured obligations, in such order as Beneficiary may elect; and the balance of such proceeds, if any, shall be paid to the person or persons legally entitled thereto; and the Trustee covenants faithfully to perform the trust herein created; all in accordance with applicable law. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in CFR Part 1940, Subpart G, Exhibit M.
7. **Possession.** If a sale shall be held hereunder, the Trustee hereby lets the Property to Trustors, upon the following terms and conditions, to-wit: Trustors, and every and all persons claiming or possessing the Property, or any part thereof, by, through, or under Trustors shall or will pay rent therefor during the term at the rate of one cent per month, payable monthly upon demand and shall and will surrender peaceable possession of the Property, and any and every part thereof, to the Trustee, its successors, assignees, or purchasers thereof, without notice or demand therefor, upon the occurrence of any default or breach under the Note or this Deed of Trust.

8. **Right to Purchase.** Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Property, and to have the amount for which such Property is sold credited on the debt then owing.
9. **Substitute Trustee.** Beneficiary may, from time to time, remove the Trustee and substitute another trustee in place of the Trustee herein named or in place of any previously appointed successor trustee. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the titles, estates, rights, powers and trusts conferred upon the Trustee herein named. Such appointment shall be made by written instrument executed by Beneficiary which shall be recorded among the public records in the county where this Deed of Trust is recorded, and shall be conclusive proof of the proper appointment of the successor trustee.
10. **Abandonment, Dismissal.** It is agreed that, in the event a foreclosure hereunder is commenced by the Trustee, or his substitute or successor, Beneficiary may, at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit, for the collection of said Note and for the judicial foreclosure of this Deed of Trust lien. It is further agreed that, if Beneficiary institutes a suit for the collection thereof and for a judicial foreclosure of this Deed of Trust lien, Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same and require the Trustee, his substitute or successor, to sell the Property in accordance with the provisions of this Deed of Trust.
11. **Prior Liens.** It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether vendor's, materialmen's or mechanic's lien, hereafter created on the Property; and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on the Property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.
12. **Bankruptcy.** It is further agreed that, if Trustors, their heirs or assigns, while the owner of the Property, commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or if an act of bankruptcy is committed and involuntary proceedings in bankruptcy are instituted or threatened, or if the Property is taken over by a receiver for Trustors, their heirs or assigns, then the Note shall, at the option of Beneficiary, immediately become due and payable, and the Trustee may then proceed to sell the same under the provisions of this Deed of Trust.
13. **Assignment of Rents.** Trustors assign to Beneficiary, and grant to Beneficiary a security interest in absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Trustors warrant the validity and enforceability of the assignment. Trustors may as Beneficiary's licensee collect rent and other income and receipts as long as there is not a default under the Note or this Deed of Trust. Trustors will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Trustors may retain the excess. If there is a default in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Trustors' license to collect and then as Trustors' agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property and Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to obligations owed to the Beneficiary under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Trustors become voluntary or involuntary bankrupts, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Nebraska law.
14. **Possible Extensions.** It is agreed that an extension or extensions may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the Property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrance, mortgagee or purchaser, or any person acquiring an interest in the Property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the Property, and all improvements thereon and that may be hereafter constructed thereon, as first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon, after the execution of this instrument, notwithstanding any such extension of the time of payment or the release of a portion of Property from this lien.
15. **Application of Payments.** In the event any portion of the indebtedness herein above described cannot be lawfully secured by this Deed of Trust lien on the Property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.
16. **Condemnation.** Beneficiary shall be entitled to receive any and all sums which may become payable to Trustors for the condemnation of the Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Trustors for damages caused by public works or construction on or near the Property. All such sums are hereby assigned to Beneficiary, who may, after deduction therefrom all expenses actually incurred, including attorney's fees, release same to Trustors or apply same to the reductions of the indebtedness hereby secured, whether then matured or to mature in the future, or to the reduction of any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstance, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.
17. **Controlling Agreement.** Nothing herein, or in said Note, contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Nebraska and/or the United States on the principal indebtedness hereby secured or on any money obligation hereunder, and in no event shall the Debtors or Trustors be obligated to pay interest thereon in excess of such rate.
18. **References.** If this Deed of Trust is executed by only one person or by a corporation, the plural reference to Trustors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by, and the rights conferred upon, the respective Trustors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, personal representatives, grantees, successors and assigns.
19. **Fixtures.** It is understood and agreed that by this instrument Trustors, in addition to fixing and creating a Deed of Trust lien upon and against the Property, inclusive of all goods which are or are to become fixtures thereon, have also created and granted to the Beneficiary pursuant to the Uniform Commercial Code of Nebraska a security interest in said goods. This Deed of Trust constitutes a fixture filing under sections 9-501(a)(1) and 9-502(c) of the Uniform Commercial Code and for this purpose, the following information is set forth: (a) the Trustors are the debtor and their address is shown on page 1 hereof; (b) the Beneficiary is the secured party and its address is shown on page 1 hereof; (c) this document covers goods which are or are to become fixtures on the real property described herein; (d) the Trustor (debtor) is the record owner of the real property described herein; and (e) this fixture filing covers proceeds and products of the fixtures.

20. **Sale or Transfer.** Upon sale or transfer of all or any part of the Property, or any interest therein, or of any beneficial interest in any Trustors (if said Trustors is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Beneficiary may, at its option, declare all of the sums secured by this instrument to be immediately due and payable, and Beneficiary may invoke any remedies provided in this instrument.

21. **Limitation on Interest.** The parties hereto stipulate that, in the event any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and Note transaction, or any charge provided in other indebtedness secured hereby, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. Any amounts of such interest or other charges previously paid to Beneficiary in excess of the amounts permitted by applicable law shall be applied by Beneficiary to reduce the principal of the indebtedness evidenced by the Note, or, at Beneficiary's option, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading, in equal parts during the period of the full stated term of the pertinent loan and indebtedness, all interest at any time contracted for, charged or received from the maker of the Note in connection with the loan and indebtedness secured hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

22. **Environmental Matters.**

A) **Defined Terms.** All capitalized terms used in this instrument shall have the meanings defined in the Sections where they are first used, or if not therein defined, the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

(1) "Contaminants" means hazardous substances, toxic substances, hazardous wastes, special wastes, petroleum or any other substance regulated under any applicable federal, state or local environmental law; and (2) "Environmental Agency" means the U.S. Environmental Protection Agency, a state or local attorney general or any other federal, state or local governmental agency that regulates or controls the generation, treatment, storage, transportation, release or disposal of Contaminants or the remediation of problems pertaining to Contaminants.

B) To the best of Trustors' knowledge, information and belief:

(1) The Property is free of all contaminants. Neither Trustors nor any other person (including but not limited to prior owners, occupants or tenants) has ever caused or permitted any contaminants to be generated, treated, stored, transported, released or disposed of, on, at, through or under the Property; and (2) Neither Trustors nor any other person (including but not limited to prior owners, occupants or tenants) has received any notice of any action, proceeding or investigation by an Environmental Agency related to any suspected or actual violation of any applicable federal state or local environmental law relating to the Property or to Contaminants on the Property.

C) **Compliance with Environmental Laws.**

(1) Trustors shall immediately notify Beneficiary in writing of any notice of any pending or threatened action, proceeding or investigation from an Environmental Agency; and (2) Trustors shall keep the Property free from all Contaminants and shall not use the Property for the generation, treatment, storage, transport or disposal of Contaminants; and (3) Beneficiary shall have the right at any time and from time to time to require Trustors at Trustors' expense to obtain an environmental assessment of the Property, the form and content of which must be satisfactory to Beneficiary, by an environmental consultant satisfactory in Beneficiary. Should Trustors fail to have such environmental assessment performed within thirty (30) days of Beneficiary written request, Beneficiary shall have the right to retain an environmental consultant to perform such environmental assessment. Beneficiary shall also have the right without limitation of Beneficiary's other rights under this instrument, to enter onto the Property to conduct tests or to take such other actions as it deems necessary or advisable to cleanup, remediate, encapsulate, remove, resolve or minimize the impact of, or otherwise deal with any Contaminants or breaches of applicable environmental laws which could result in an order, suit or other action against Trustors and/or which, in the sole opinion of Beneficiary, could jeopardize its lien and security interest under this instrument. Trustors shall pay to Beneficiary on demand the amount of all costs and expenses incurred by Beneficiary in the exercise of such rights, together with interest thereon from the date when incurred at the default rate provided under the Note. Such amounts and interest shall be secured by this instrument and shall be a lien on and security interest in the collateral prior to any right, title, interest, lien, or claim in or upon the collateral subordinate to the lien of this instrument; and (4) Beneficiary's rights in this Section may be exercised by it in its sole discretion. Beneficiary shall have no obligation to enter on Property or take any other action which it is authorized by this Section to take for the protection of its security. Any action which it may elect to take shall be solely for its own benefit and all third party beneficiary rights are hereby expressly negated. Beneficiary shall have no responsibility for the conduct of Trustors' environmental practices respecting the Property. Any action or inaction by Beneficiary hereunder shall not be deemed to constitute the taking of control over Trustors' disposal, generation, treatment, storage, management, or other environmental practices with respect to the Property or any Contaminants.

23. The total principal amount of the indebtedness secured hereby, including any future debts, advances or obligations shall not exceed the sum of \$ 92,000.00, provided, however, that nothing contained herein shall constitute a commitment to make any future loan or advances in any amount. If the Property includes Trustor's principal dwelling or is otherwise a 1 to 4 family dwelling, this Deed of Trust will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for a personal, family or household purpose unless specific reference to the Property is expressly made in the subsequent transaction and all required notices and disclosures are given to Trustors as required by applicable consumer laws and regulations (including, without limitation, any required notice of the right of rescission).

24. Request is hereby made that a copy of any notice of default and a copy of notice of sale under this Deed of Trust be mailed to Trustor at the mailing address set forth herein.

EXECUTED on the dates set forth in the acknowledgments below, to be effective as of 01/15/2018.

**TRUSTOR(S) SIGNATURE(S)**



Andrew J. Ross, Manager

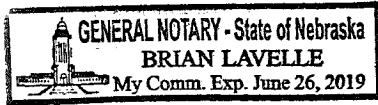
| MAILING ADDRESS OF TRUSTEE               | MAILING ADDRESS OF BENEFICIARY           |
|--|--|
| 401 Main Street<br>Summerfield, KS 66541 | 401 Main Street<br>Summerfield, KS 66541 |

**ACKNOWLEDGMENT**

STATE OF Nebraska }  
COUNTY OF Lancaster } ss.

The foregoing instrument was acknowledged before me on this 01/15/2018 by

Andrew J. Ross, Manager of Andrew Ross Real Estate, LLC



Printed Name: Brian Lavelle

Notary Public in and for said State

My Commission Expires: 6/26/2019 Commissioned in Lancaster County