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NEBRASKA DOCUMENTARY
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Apr 02, 2015
\$1372.50 By JS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2015-07037
2015 Apr 02 09:18:21 AM
Sheryl J. Dowling
REGISTER OF DEEDS


Return to:
Michael F. Kivett
11240 Davenport Street
Omaha NE 68154-0125

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **JPM Management Group, LLC**, a Nebraska limited liability company (herein called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor, by Grantee (herein below named), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **Wintergreen Real Estate Holding, LLC**, a Colorado limited liability company, whose address is 100 N. Phillips Avenue, Sioux Falls SD 57101 (herein the "Grantee"), all of (i) the real property (the "Land") located in Sarpy County, Nebraska, and more particularly described as follows:

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

together with (ii) all and singular, the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads, and rights-of-way (herein called the "Rights and Appurtenances"); and together with (iii) all buildings, fixtures and other improvements located on the Land (herein called the "Improvements"); together with (iv) all personal property situated in, on or about the Land and any Improvements (herein called the "Personalty"). (The Land, Rights and Appurtenances, Improvements and Personalty shall herein collectively be called the "Property").

IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as

an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto;

B. All of the liens and security interests in favor of Great Western Bank (hereinafter collectively called the "Liens"), including, that certain Deed of Trust dated January 31, 2003 and recorded February 7, 2003 as Instrument No. 2003-06469 of the Mortgage Records in the Register of Deeds office of Sarpy County, Nebraska, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released or reconveyed by written instrument executed by Great Western Bank, or its successors and assigns, or the respective Trustee or Successor Trustee under the Deed of Trust, which release or reconveyance may be made as, if and when Great Western Bank, or its successors and assigns, shall determine in the exercise of its sole discretion;

C. Neither Grantor, Grantee nor Great Western Bank intend that there be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and title on the other be, and remain at all times SEPARATE and DISTINCT;

D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interest of Great Western Bank in the Property under the Liens and that for purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Property, and (ii) the Liens, any and all rights of the Great Western Bank to exercise its remedies of foreclosure by judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument;

E. The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever;

F. This deed is an absolute conveyance, the Grantor having conveyed said Property to the Grantee for a fair and adequate consideration; and

G. Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this deed with respect to said Property, other than the Agreement for Deed in Lieu of Foreclosure dated March 23, 2015 entered into between JPM Management Group, LLC, as Borrower, Timothy M. Scott and JPM Convenience Stores, Inc., as Guarantors, and Great Western Bank, as Lender. Grantor declares that possession of the Property described herein has been surrendered to the Grantee.

GRANTOR COVENANTS (JOINTLY AND SEVERALLY, IF MORE THAN ONE) WITH THE GRANTEE THAT GRANTOR:

A. is lawfully seised of such Property and that it is free from encumbrances except subject to easements, covenants and restrictions of record; existing and subsequent real estate taxes and assessments and the above-described Liens.

B. has legal power and lawful authority to convey the same; and

C. warrants and will defend the title to the real estate against the lawful claims of all persons.

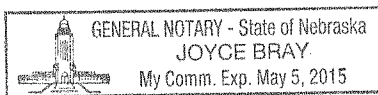
EXECUTED this 23rd day of March, 2015

JPM Management Company, LLC
a Nebraska limited liability company,
GRANTOR

By: 
Timothy M. Scott, Member

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 23rd day of March, 2015, by Timothy M. Scott, Member of JPM Management Group, LLC, a Nebraska limited liability company, on behalf of the Company.




Notary Public

EXHIBIT "A"

Parcel 1:

Lot 7, Southdale, an Addition to the City of Bellevue, in Sarpy County, Nebraska.

Parcel 2:

All of Lot 1, Lungrens Addition and also part of Tax Lot 3A1B and also part of Lot 2, Tiller's 2nd Addition and also part of vacated Highway No. 131 right-of-way, all located in the NE ¼ of Section 35, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, Lungrens Addition; thence N 33°02'00"W (assumed bearing) along the Westerly line of said Lot 1, Lungrens Addition, a distance of 150.00 feet; thence N 33°02'54"W along the Westerly line of said Tax Lot 3A1B, a distance of 12.01 feet; thence N 58°59'00"E, a distance of 185.02 feet to a point on the Westerly right-of-way line of Highway No. 131; thence S 33°02'00"E along said Westerly right-of-way line of Highway No. 131, a distance of 115.00 feet; thence S 04°22'07"W along said Westerly right-of-way line of Highway No. 131, a distance of 57.62 feet to the point of intersection of said Westerly right-of-way line of Highway No. 131 and the Northerly right-of-way line of Highway No. 370, said point also being the Southeast corner of said Lot 1, Lungrens Addition; thence S 58°59'00"W along said Northerly right-of-way line of Highway No. 370, a distance of 150.00 feet to the point of beginning.