

FILED
CASS COUNTY, NE.

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REGISTER OF DEEDS
#01002 \$40.00

Return to: Robert J. Murray, Lamson, Dugan and Murray, LLP, 10306 Regency Parkway Drive, Omaha, NE 68114
SPACE ABOVE THIS LINE FOR RECORDER

DEED OF TRUST

This Deed of Trust is made this 16th day of February, 2015. The Trustor is Mark Tincher, an individual, and Tincher Investments Co., Inc., a Nebraska corporation ("Borrower"). The Trustee is LDM Business Services, Inc., a Nebraska corporation. The beneficiary is Wiles Bros. Fertilizer, Inc., a Nebraska corporation ("Lender"). Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the real property specifically described on Exhibit A ("Property"), attached hereto, together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), as evidenced by Borrower's Promissory Note of even date herewith payable according to the terms thereof ("Note").

This Deed of Trust secures to Lender the debt evidenced by said Note, and 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 agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrants and will defend title to the real estate 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. The payments received by Lender shall be first applied to advances which may have been required to be made by Lender and then to interest due and finally to the remaining unpaid principal.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
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 shall give Borrower a notice identifying the lien and Borrower shall satisfy the lien within ten (10) days.

5. Borrower shall keep the improvements on said premises 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 identifying 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. Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the payment provided in the Note, or change the amount of the payment.
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 payment of any sum secured by a lien which has priority over this Deed of Trust, 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 Deed of Trust, 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 Deed of Trust, 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-in-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 Deed of Trust shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, to the Borrower's last known address.
10. This Deed of Trust and the Note which it secures shall be governed by Nebraska law.
11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Deed of Trust and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (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 their option, may require immediate payment in full of 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. The failure of Lender to exercise the option to accelerate, or any other rights to which Lender may be entitled, shall not constitute a waiver of the right to exercise such option or other rights in the event of any subsequent default by Borrower.

12. If the power of sale is invoked, the 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. If such default is not cured by Borrower in the time prescribed by Nebraska law, Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, with notice required by Nebraska law on Borrower, shall sell the property at public auction to the highest bidder at the time and place 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 on 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.

13. Upon acceleration under Paragraph 11 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.

14. To protect the security of this Deed of Trust, Trustor hereby makes the following representations and warranties to Beneficiary and covenants and agrees as follows:

(a) Payment or Performance of Obligations. Trustor shall timely pay all Obligations and Trustor shall otherwise fully perform under and comply with the terms and conditions of this Deed of Trust and the Note.

(b) Warranty of Title. Trustor is lawfully seized and possessed of good and marketable title and estate to the Trust Estate and has the right and authority to grant and convey the Trust Estate as herein provided. The Trust Estate is and, until the Trust Estate is reconveyed pursuant to the terms hereof, shall remain, free and clear of all security interests, pledges, mortgages, liens and encumbrances except those for (i) current and non-delinquent taxes or taxes being contested in good faith and by appropriate legal proceedings in a manner which, in the judgment of Beneficiary, will not jeopardize Beneficiary's interest in the Trust Estate, (ii) liens arising in the ordinary course of business for sums not past due or sums being protested in good faith and by appropriate legal proceedings in a manner which, in Beneficiary's judgment, will not jeopardize Beneficiary's interest in the Trust Estate, and (iii) easements, exceptions, reservations, covenants, and rights of way of record as of the date hereof. During the Term (as hereinafter defined) of this Deed of Trust, Trustor shall not sell, convey, transfer or dispose of all or any portion of the Trust Estate without the prior written consent of Beneficiary and will warrant and defend title to and possession of the Trust Estate against all claims and demands.

(c) Maintenance and Compliance With Laws. Until the Trust Estate is reconveyed pursuant to the terms hereof, Trustor shall keep the Trust Estate in good repair and condition and shall not commit waste or permit impairment or deterioration of the Trust Estate, reasonable and normal wear and tear expected. No improvement on the Trust Estate which materially affects the value of the Trust Estate shall be removed or demolished without the prior written consent of Beneficiary, except to the extent required by Governing Law (as hereinafter defined) or where Trustor replaces the removed or demolished improvement with an improvement of equal or greater value. Trustor shall comply with, and shall not commit, suffer or permit any act to be done in or upon the Trust Estate in violation of, any law, ordinance,

regulation, covenant, condition and restriction affecting the Trust Estate, including environmental law. Trustor shall cause to be restored within a reasonable period of time and in a good and workmanlike manner any improvement which may be damaged or destroyed and cause to be paid, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof.

(d) Taxes, Assessments and Charges.

(i) Until the Trust Estate is reconveyed pursuant to the terms hereof, Trustor shall cause to be paid directly and before delinquent, all real estate and other taxes, assessments and other charges, whether general or special, including, without limitation, all fines, penalties and impositions, and all lawful claims for labor, materials, and supplies, if any, which are assessed or imposed upon all or any part of the Trust Estate, or become due and payable and create, may create, or appear to create a lien or other encumbrance upon all or any part of the Trust Estate; provided that Trustor may protest in good faith and by appropriate legal proceedings, in a manner which will not jeopardize Beneficiary's interest in the Trust Estate. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and all receipts evidencing payment of such amounts or evidence that Trustor is exempt from payment thereof.

(ii) If at any time after the date hereof there shall be assessed or imposed a tax assessment on the Trust Estate in lieu of or in addition to an amount payable by Trustor pursuant to Section (2)(d)(i) hereof, or a license fee, tax or assessment imposed on Beneficiary or this Deed of Trust and measured by or based in whole or in part upon the amount of the Obligations, then all such taxes, assessments or fees shall also be paid by Trustor as herein provided with respect to the payment of amounts due pursuant to Section (2)(d)(i) hereof. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the Obligations.

(e) Actions Affecting Trust Estate. Trustor, at its own expense, shall appear in and contest vigorously any action or proceeding purporting to adversely affect the Trust Estate or the rights and powers of Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including the cost of evidence of title and attorneys' fees to the fullest extent permitted by Governing Law, in any such action or proceeding in which Beneficiary or Trustee may appear.

15. This Deed of Trust and every part hereof shall be binding upon Borrower and upon the legal representatives, successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns, including without limitation, any and all subsequent holders of any portion or all of the indebtedness represented by the Note.

16. 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.

17. Lender, at its option, may from time to time, remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

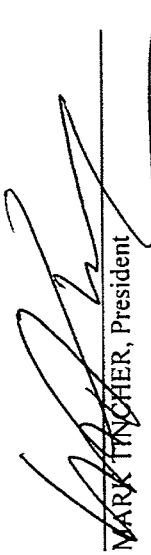
18. Borrower requests that copies of all notices provided herein be sent to Borrower's address.

IN WITNESS WHEREOF, Borrower have executed this Deed of Trust as of the date and year first set forth above.

Borrower:

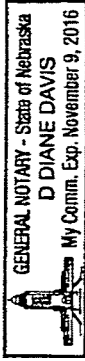

MARK TINCHER, an individual

TINCHER INVESTMENTS CO., INC.,
a Nebraska corporation,

By: 
MARK TINCHER, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

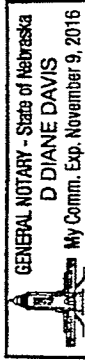
The foregoing instrument was acknowledged before me this 16th day of February, 2015 by Mark Tincher, an individual.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16th day of February, 2015 by Mark Tincher as President of Tincher Investments Co., Inc.





Notary Public

EXHIBIT "A"

The real property commonly known as 1901 Young Road, Plattsmouth, Nebraska 68048, and legally described as follows:

07-11-14 TL5 W ½ NE ¼ (10.01) ~ in Cass County, Nebraska

The real property commonly known as 1005 Belgrade Court, Plattsmouth, Nebraska 68048, and legally described as follows:

BEAVER LAKE LOT 1473A 13-11-13 ~ in Cass County, Nebraska

The real property commonly known as 1005 Belgrade Court, Plattsmouth, Nebraska 68048, and legally described as follows:

BEAVER LAKE LOT 1474A 13-11-13 ~ in Cass County, Nebraska

The real property commonly known as 203 Wiles Road, Plattsmouth, Nebraska 68048, and legally described as follows:

Lot 2, in the NE ¼ of the NE ¼ of Section 26, Township 12 North, Range 13 East of the 6th P.M. , Cass County, Nebraska; EXCEPT that portion of Lot 2 described as follows: Beginning at the E ¼ corner of said Section 26, thence North 1,324.93 feet; thence West 48 feet to the true point of beginning, the said point being the SE corner of said Lot 2; thence continuing West for a distance of 237 feet along the south property line of said Lot 2; thence North 15 feet; thence East 157 feet to a point 15 feet North of the South property line of said Lot 2; thence North 15 feet; thence East 80 feet to a point on the East line of said Lot 2; said point being 30 feet North of the point of beginning; thence South 30 feet to the point of beginning, AND EXCEPT Highway, AND EXCEPT Relocation of Wiles Road, filed January 8, 1998, in Book 14, Page 651, Official Records.