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JUL 23 2014 12:30 P 4

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 FB: 10-42280
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2014056297

SPACE ABOVE THIS LINE FOR RECORDER

Return to: Catherine E. French, LAMSON, DUGAN and MURRAY, LLP, 10306 Regency Parkway Drive, Omaha, NE 68114

DEED OF TRUST

This Deed of Trust is made as of the 22nd day of July, 2014. The trustor is FTK MIDTOWN GROUP, LLC, a Nebraska limited liability company ("Borrower"). The trustee is LDM BUSINESS SERVICES, INC. a Nebraska corporation, located at 10306 Regency Parkway Drive, Omaha, NE 68114 ("Trustee"). The beneficiary is MT BRIAR, LLC, a Nebraska limited liability company and its successors-in-interest ("Lender"). Borrower irrevocably conveys to Trustee, in trust, with power of sale, the real property specifically described on Exhibit "A" ("Property"), together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender the sum of Three Hundred Four Thousand and 00/100 Dollars (\$304,000.00), 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 has 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 as provided in said Note.
2. The payment received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and 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 may 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 said 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. If any payment of principal under the Note is not paid when due and remains unpaid for a period of sixty (60) days after the due date, Lender, at his 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 the county in which 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 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 his designee may purchase the property at any sale. Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser the 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. 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.

15. Lender, at his 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.

IN WITNESS WHEREOF the Borrower has executed this Deed of Trust as of the date first written above.

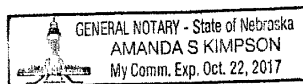
FTK MIDTOWN GROUP, LLC
a Nebraska limited liability company

Christopher Raymond Falcone
By: Christopher Raymond Falcone
Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Christopher Raymond Falcone a duly authorized member of FTK Midtown Group, LLC, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be such person's voluntary act and deed.

Witness my hand and notarial seal this 22 day of July, 2014.



Amanda S. Kimpson
NOTARY PUBLIC

LDM #591821

EXHIBIT A

Lots Ten (10) and Eleven (11) and the North 48.00 feet of Lot Twelve (12) lying East of Saddle Creek Road, in Block Two (2), in Doneckens Addition to Walnut Hill, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; EXCEPT that part deeded to the City of Omaha, Nebraska, a municipal corporation by Corporate Warranty Deed, recorded June 30, 1997 in Book 2064, Page 349, more particularly described as follows:

An irregular shaped parcel of land located in Lots Eleven (11) and the North 48.00 feet of Lot Twelve (12), lying East of Saddle Creek Road, in Block Two (2), in Doneckens Addition to Walnut Hill, more particularly described as follows: Beginning at a point 14.00 feet North and 62.52 feet West of the Southeast Corner of said Lot Twelve (12); thence North 89 degrees 05 minutes 02 seconds West for a distance of 7.38 feet, to a point on the East Right of Way line of Saddle Creek Road, thence North 01 degrees 10 minutes 49 seconds East for a distance of 78.20 feet and along the East Right of Way line of Saddle Creek Road; thence South 06 degrees 27 minutes 58 seconds East for a distance of 30.55 feet and to a point of curvature; thence on a curve to the right with a radius of 610.96 feet, a central angle of 03 degrees 41 minutes 05 seconds (chord bearing South 04 degrees 37 minutes 12 seconds for a distance of 8.72 feet) for an arc distance of 8.74 feet; thence South 02 degrees 22 minutes 17 seconds East for a distance of 39.29 feet to the point of beginning.