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State of Nebraska Gage County ss. Entered
Numerical Index and filed for record the
04 day of May, 2017
at 02:50 o'clock PM, and recorded as

INSTRUMENT NO. **2017-01318**



Register of Deeds

Pages 9 By JN
Recording Fees \$58.00
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After recording please return to:
Andrew R. Willis
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST is made as of the 1st day of May, 2017, by and among RGH Properties, LLC, a Nebraska limited liability company, whose mailing address is 1000 O Street, Suite 102, Lincoln, Nebraska 68508 ("Trustor"), and Andrew R. Willis, attorney at law, whose mailing address is 233 South 13th Street, 1900 U.S. Bank Building, Lincoln, Nebraska 68508 ("Trustee"), and Beatrice Ford Lincoln, Inc., a Delaware corporation, whose mailing address is 4115 North 6th Street, Beatrice, NE 68310 (collectively, the "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys, and assigns to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, its successors and assigns under and subject to the terms and conditions of this Deed of Trust, the real property located in Beatrice, Gage County, Nebraska, and legally described as follows:

Lot One (1), Burnham Addition to the City of Beatrice, Gage County, Nebraska;
AND

A portion of Lot One (1) of the North Commerce Addition to the City of Beatrice, Gage County, Nebraska more completely described as follows: Beginning at the Northwest corner of Lot 1, thence East along the North line of Lot 1 a distance of 425.90 feet to the Northwest corner of Burnham Addition; thence South along the West line of Burnham Addition a distance of 300.00 feet to the Southwest corner of Burnham Addition; thence West on a bearing of N89°31'50"W a distance of 425.90 feet more or less to the West line of the North Commerce Addition; thence North along the West line of the North Commerce Addition to the point of beginning.

(the "Real Estate"), together with all rents, easements, appurtenances, hereditaments, interest in adjoining roads, streets, alleys, improvements, buildings of any kind situated thereon, and all personal property that may be or hereafter become an integral part of such buildings and improvements, and all water and mineral rights related thereto, which Real Estate and the entire estate and interest conveyed to the Trustee hereunder are hereinafter referred to collectively as the "Trust Estate".

1. Obligations to be Secured. This Deed of Trust is made for the purpose of securing:

- (a) The payment of indebtedness in the total principal amount of One Million Three Hundred Fifty Thousand and no/100 Dollars

NTC 0522758

(\$1,350,000.00), with interest thereon, as evidenced by that certain Note of even date therewith by and between Trustor and Beneficiary (the "Note"), which Note is incorporated herein and made a part hereof by this reference;

(b) The prompt, full and faithful performance and discharge as and when the same are due of each and every obligation, covenant and agreement due and owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust, and/or the Note;

(c) The prompt payment of all amounts due and owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust or the Note; and

(d) The prompt repayment of all sums or amounts that are advanced or extended by Beneficiary, for the maintenance, protection or preservation of the Trust Estate, or any part thereof, with interest thereon at the rate provided in the Note, and all costs and charges (including court costs and reasonable attorney's fees) incurred in the enforcement of this Deed of Trust, the Note, or in the taking and/or sale of the Trust Estate and in the care and protection thereof.

This Deed of Trust, the Note and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments."

2. Representations and Warranties by Trustor. Trustor hereby represents and warrants as follows:

(a) Trustor has the legal capacity and full right, power and authority to execute deliver and perform this Deed of Trust and the Note;

(b) Once executed and delivered, this Deed of Trust and the Note will constitute legal and binding obligations of Trustor and be enforceable against Trustor in accordance with their respective terms;

(c) Trustor is the legal and equitable owner of and is in possession of all the Trust Estate and the Trust Estate is free and clear of all liens, encumbrances, security interests, charges, adverse claims and encumbrances of every kind and nature, and Trustor shall and will warrant and defend the title to said Trust Estate against the claims of all persons whomsoever;

(d) There are no: (i) bankruptcy proceedings involving the Trustor and none is contemplated; (ii) dissolution proceedings involving Trustor and none is contemplated; (iii) unsatisfied judgments of record against Trustor; or (iv) tax liens filed against Trustor; and

- (e) Trustor has good and lawful authority to pledge, assign and deliver the Trust Estate in the manner contemplated herein.
3. Covenants. In addition to and not in limitation of any other covenants, agreements or obligations required to be observed or performed by Trustor hereunder or under the Note, Trustor hereby covenants and agrees as follows:
- (a) to pay when due the principal of, and the interest on, the indebtedness evidenced in the Note and all charges, fees, and sums as provided in the Loan Instruments;
- (b) to observe and promptly perform and discharge all obligations, terms, covenants, understandings, conditions or agreements required to be performed or observed by Trustor pursuant to the Loan Instruments; and
- (c) to pay when due all assessments on or against the Trust Estate that arise or are payable at any time on or after the date hereof and to not suffer or permit the same to become delinquent or be in default.
4. Taxes. Trustor agrees to pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Trust Estate or any part thereof, promptly when the same are due and before delinquency, without notice or demand, and shall provide Beneficiary with evidence of the payment of same. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or therein or upon this Deed of Trust or the debt secured hereby without regard to any law that may be enacted requiring payment of the whole or any part thereof by Beneficiary.
5. Insurance. So long as this Deed of Trust shall remain in effect, Trustor agrees to purchase and maintain in force broad form property casualty insurance insuring the Real Estate and all improvements buildings or structures located thereon in an amount of their full replacement value against loss by fire or other casualty. Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be cancelable, terminable, or subject to modification without thirty (30) days prior written notice to Beneficiary. Said insurance shall be purchased from an insurance company that is duly licensed to do business in Nebraska and which has a B+ or better rating. Further, at the time the Trustor signs this Deed of Trust and as Beneficiary may from time to time request thereafter, Trustor agrees to provide a certificate of insurance issued by the insurance company evidencing that such insurance is in full force and effect.
6. Maintenance and Repairs. Trustor agrees to keep the Real Estate in a neat, clean and sanitary condition, and to promptly repair, maintain, and replace the Trust Estate or any part thereof so that, except for ordinary

wear and tear, the Trust Estate shall not deteriorate. In no event shall Trustor conduct waste on or to the Trust Estate.

7. Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and shall pay all costs and expenses, including cost of evidence of title and attorney fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without relieving Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney fees.
8. Hazardous Substances. As used in this Section 8: (a) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (b) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (c) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Trustor agrees not to do, nor allow anyone else to do, anything affecting the Trust Estate (a) that is in violation of any Environmental Law or creates an Environmental Condition.

Trustor agrees to promptly give Beneficiary written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Trust Estate and any Environmental Law or Environmental Condition of which Trustor has knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, or any private party, that any remediation of any Environmental Condition affecting the Trust Estate is necessary, Trustor agrees, at its sole cost and expense, to promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary for an Environmental Cleanup.

9. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any manner including deed in lieu of condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor agrees to give prompt written notice thereof to Beneficiary. Beneficiary or his successors or assigns shall be entitled to all compensation, awards, and other payments or relief therefor and shall be entitled at his, its or their option to commence, appear in, and prosecute in its own name any action

or proceedings. Beneficiary or its successors or assigns shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such Compensation, awards, damages, rights of action, and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

10. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Trustor's failure to make payment of any installment of interest, principal, or principal and interest, or any other sum secured hereby when such payment is due, which failure is not satisfied within ten (10) days following the Trustee's receipt of written notice of nonpayment from Beneficiary;

(b) Trustor's failure to observe or perform any obligation, term, covenant, understanding, condition or agreement, or the provisions required to be performed or observed by Trustor under the terms of any of the Loan Instruments, which failure is not satisfied within thirty (30) days following the Trustor's receipt of written notice of such failure from Beneficiary, or in the case of a failure that cannot reasonably be cured within thirty (30) days, such longer period as may be reasonable, provided Trustor immediately undertakes such action as may be reasonably necessary to correct such failure and thereafter diligently pursues the cure of such failure to the Beneficiary's reasonable satisfaction;

(c) Any representation or warranty given by Trustor in any of the Loan Instruments being false or becoming false at any time in the future in any material respect;

(d) Trustor's sale or transfer of all or any part of the Trust Estate or an interest therein without Beneficiary's prior written consent, which consent shall be reasonably granted; and/or

(e) Trustor making an assignment for the benefit of its creditors, or admitting in writing its inability to pay its debts as they become due, or filing a petition in bankruptcy, or being adjudicated bankrupt or insolvent, or filing a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or filing an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or not having such a petition dismissed or vacated within sixty (60) days after filing, or seeking or consenting to or acquiescing to the appointment of any trustee, receiver or liquidator of a material part of its properties, or not having said appointment of such trustee, receiver or liquidator vacated within sixty (60) days of such appointment.

11. Acceleration Upon Default, Additional Remedies. Should an event of default occur, Beneficiary may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest, or notice of any kind. Thereafter, Beneficiary may:
- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon, and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom, or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues, and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt, and application of rents, issues, or profits, Trustee or Beneficiary shall have and be entitled to exercise every right or remedy provided for in any of the Loan Instruments or by law or in equity upon occurrence of any event of default, including the right to exercise the power of sale;
 - (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
 - (c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate official records of the county in which the Trust Estate is located; or
 - (d) Take such steps to protect and enforce its rights, whether by action, suit or proceeding at law or in equity, for the specific performance of any covenant, condition or agreement in this Deed of Trust, or in aid of the execution of any power granted herein or therein, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.
12. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, and Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) As may be permitted by law, after deducting all costs, fees, and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of any sale to the payment of (i) all sums expended under the terms hereof not then repaid; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may, in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

13. Assignment of Rents. For the purpose of providing further security for the debt secured hereby, Trustor hereby assigns, transfers, and sets over to Beneficiary, to be applied toward the payment of the Purchase Price and all other sums secured hereby or evidenced by the Loan Instruments, in case of default in the performance of any of the terms or conditions of this Deed of Trust or the terms of any Loan Instruments, all the rents, revenues, and incomes, if any, to be derived from the Property during such time as the Note shall remain unpaid; and Beneficiary shall have the power to appoint any agent or agents they may desire for the purpose of repairing the Property and of renting the same and collecting the rents, revenues, and income, and it may pay out of said income all expenses of repairing the Property and necessary commissions and expenses incurred in renting and managing the same and of the payment of insurance premiums and of collecting rentals therefrom, and the balance remaining, if any, to be applied toward the discharge of the Note.
14. Due on Sale. Upon the sale or transfer of all or any part of the Trust Estate without the Beneficiary's prior written consent, the Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. Sale or transfer means the conveyance of the Trust

Estate or any right, title or interest in the Trust Estate, whether legal, beneficial or equitable.

15. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located, and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.
16. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors, and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.
17. Inspections. Beneficiary or its agents, representatives, or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.
18. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to them at the address set forth in the first paragraph of this Deed of Trust.
19. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect the provisions of such Loan Instruments which can be given effect without the conflicting provision and, to this end, the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.
20. Reconveyance by Trustee. Upon written request of Beneficiary stating that all obligations secured hereby have been paid or performed in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, if any, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto."
21. Notices. Whenever Beneficiary, Trustor, or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Deed of Trust, unless notice is required by law to be given by another method, each such notice, demand, request, or other

communication shall be in writing and shall be effective on delivery if the same is delivered by personal service two (2) days following posting if mailed by certified mail or reputable overnight carrier, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

22. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed by Trustor and acknowledged, is made a public record as provided by law.
23. Subordination. This Deed of Trust shall be a second position lien that is subordinate to the following lien on the Trust Estate: Deed of Trust dated May 1, 2017 by and between Trustor as Borrower and Frontier Bank as Beneficiary, recorded with the Gage County Register of Deeds on May 3, 2017, as Instrument No. 2017-01296.
24. Counterparts. This Deed of Trust may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Deed of Trust is executed and entered into as of the day and year first above written.

"TRUSTOR"

RGH PROPERTIES, LLC


By: 

Justin Hernandez, Manager

By: 

Raymond Hernandez, Member

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on May 15th, 2017 by Justin Hernandez, Manager* of RGH Properties, LLC, on behalf of the company.
*Raymond Hernandez, Member 


Notary Public

