



Upon recording, please return to:
Kevin Musil
Sapp Bros., Inc.
9915 S. 148th Street
Omaha, NE 68138

MAIL

**DEED OF TRUST
AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST is made on this 1st day of June, 2018, by WANDA M. WRIGHT, TRUSTEE of the Harry L. Wright Revocable Trust Agreement dated May 15, 2001, with an address of 2623 Park Avenue, Lincoln, Nebraska 68502 ("Trustor"); William R. Kutilek, whose principal place of business is 134 South 13th Street, Suite 400, Lincoln, Nebraska 68508 ("Trustee"), and Sapp Bros., Inc., which maintains a principal place of business at 9915 South 148th Street, Omaha, Nebraska 68138 (herein the "Beneficiary").

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Lancaster County, Nebraska, commonly referred to as 2510 South 48th Street, Lincoln, Nebraska 68506, and legally described as follows ("Property"):

**LOTS 3, 4, AND 5 (EXCEPT THE WEST 10 FEET), BLOCK 4, NORMAL PARK
ADDITION TO LINCOLN, LANCASTER COUNTY, NEBRASKA**

NOVA

TOGETHER WITH, all buildings, improvements, fixtures, easements, rights, privileges and appurtenances located thereon or pertaining thereto, and all rents and profits therefrom and subject to all easements, covenants and restrictions of record, if any. The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate".

FOR THE PURPOSE OF SECURING (as provided in *Neb. Rev. Stat. § 76-1002*):

- (a) The payment of any and all existing debts of Trustor to Beneficiary, which by this reference are hereby made a part hereof, including any and all renewals, modifications, extensions, and future advances made thereon;
- (b) The payment of any and all obligations of Trustor, Wright Way Fuel, LLC.

Wanda Wright, and Katie Bunker to Beneficiary created simultaneously with the execution of this Deed of Trust, including but not limited to the Promissory Note in the principal amount of Forty-Six Thousand Sixty-Three Dollars and Nineteen Cents (\$46,063.19) (referred to as the "Note" herein) which by this reference are hereby made a part hereof, including any and all renewals, modifications, extensions, and future advances made thereon;

(c) The performance of all covenants and agreements of Wright Way Fuel, LLC and the payment of any and all obligations of Wright Way Fuel, LLC to Beneficiary created under the following agreements, as amended and/or renewed from time to time:

- (1) Credit Application and Credit Agreement;
- (2) Dealer Supply and Repayment Agreement dated January 6, 2014 between Beneficiary and Wright Way Fuel, LLC. for retail location at 2510 South 48th Street, Lincoln, Nebraska;

(d) The payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of 16% per annum; provided, however, that if the maximum rate allowed by law is less than 16% per annum, the maximum allowable rate shall apply; and

(e) The performance of all covenants and agreements of Trustor set forth herein.

The debts identified in subparts (a), (c), (d) and (e) above are collectively referred to as "the Obligations" herein.

THIS DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. UPON REQUEST OF TRUSTOR, BENEFICIARY, AT BENEFICIARY'S OPTION, PRIOR TO RECONVEYANCE OF THE PROPERTY TO TRUSTOR MAY MAKE FUTURE ADVANCES TO TRUSTOR. SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS DEED OF TRUST; PROVIDED, HOWEVER THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AND BENEFICIARY HEREBY COVENANT AND AGREE AS FOLLOWS.

1. Payment of Indebtedness. Trustor shall pay when due the principal and interest as provided in the Note and Obligations, together with any charges, fees and all other sums as provided in the Note, the Obligations, or herein.
2. Title. Trustor is the owner of the Property, has the right and authority to convey the Property, and warrants that the lien created hereby is a first and prior lien on the Property except as may otherwise be set forth herein, and the execution and delivery of this Trust Deed does not violate any contract or other obligation to which Trustor is subject.
3. Taxes. Trustor shall pay each installment of all general real estate taxes and special assessments of every kind, now or hereafter levied against the Trust Estate before the same become delinquent, without notice or demand, and shall, before delinquent date, provide Beneficiary with evidence of the payment of same.
4. Insurance. Trustor shall maintain fire and extended coverage insurance insuring the improvements and buildings, if any, constituting part of the Trust Estate for an amount not less than the full replacement value of the improvements. Such insurance policy shall contain a standard mortgage clause in favor of the Beneficiary. In case of loss under such policy, the Beneficiary is authorized to adjust, collect and compromise, all claims thereunder and

shall apply all or part of the insurance proceeds in the following order, as long as the Trustor is not in default: (a) first, in payment of the repair or restoration of the property; (b) second to any indebtedness secured hereby and in such order as Beneficiary may determine; (c) third, for any other purpose or object satisfactory to Beneficiary without affecting the lien of this Trust Deed for the full amount secured hereby before such payment occurred. If a default has been declared, Beneficiary has the option to apply said payment as it sees fit. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payment under the Note and the Obligations, or cure any default thereunder or hereunder. Any policy shall provide that such policy may not be canceled or modified except upon thirty (30) days prior written notice to Beneficiary.

5. Inspections. Beneficiary, or their agents, representatives or workmen, are authorized to enter the Trust Estate, with reasonable advance notice to the Trustor, for the purpose of inspecting the same and for the purpose performing any of the acts they are authorized to perform under the terms of this Deed of Trust.

6. Protection of Security. If Trustor fails to perform the covenants and agreements contained herein, Beneficiary may do whatever is reasonably necessary to protect the value of the Trust Estate. Any amount disbursed by the Beneficiary under this paragraph shall become an additional debt of the Trustor secured by this Deed of Trust from the date of the disbursement.

7. Eminent Domain. The proceeds of any condemnation award are hereby assigned and shall be paid to the Beneficiary and shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to the Trustor. Condemnation under this Deed of Trust shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof.

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

- (a) The failure of Trustor to pay any installment of principal or interest when due according to the terms of the Note or renewal, modification or extension thereof, or any other sum secured hereby when due;
- (b) A breach of or default under any of the terms of the Note, the Obligations, or this Trust Deed;
- (c) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Property;
- (d) There shall be filed by or against Trustor any action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or there shall be appointed any trustee, receiver, or liquidator of Trustor or of all or any part of the Property, or the rents, issues or profits thereof, or Trustor shall make any general assignment for the benefit of creditors; and
- (e) The sale, transfer, assignment, or encumbrance of all or any part of the Property, either voluntarily or involuntarily, without the express written consent of Beneficiary.

9. Remedies. Acceleration Upon Default. Should an event of default occur and not be cured within the time specified herein, in the Note or the Obligations, then the Beneficiary, at its option, may declare all indebtedness secured hereby to be due and payable. Thereafter Beneficiary may:

- (a) Elect to foreclose upon the Property by POWER OF SALE granted herein, and Trustee shall thereafter cause Trustor's interest, if any, in the Property to be sold and the proceeds to be distributed in the manner provided in the Nebraska Trust

Deeds Act, or

- (b) Commence an action to foreclose this Trust Deed as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

10. Appointment of Successor Trustee. The Trustee may resign at any time without cause, and Beneficiary may, from time to time, by written instrument executed and acknowledged by Beneficiary mailed to the Trustor and recorded in the county where the Property is located, and by otherwise complying with the provisions of applicable law, substitute a successor or successors to the Trustee named herein or acting hereunder. Trustee shall not be liable to any party, including with limitation Beneficiary, for any loss of damage unless due to reckless or willful misconduct, and shall not be required to take any action in connection with the enforcement of the Trust Deed unless indemnified, in writing, for all costs, compensation or expenses which may become associated therewith. In addition, Trustee may postpone the sale of all or any portion of the Property, as provided by law; or sell the Property as a whole, or in separate parcels or lots.

11. Notices. Trustor hereby requests a copy of any notices required by law or by this Deed of Trust, including, without limitation, notices of default and notices of sale, be mailed to him at the address set forth in the first paragraph of this Deed of Trust, or to such other address or addresses as may, from time to time, be designated by Trustor. Each such notice shall be in writing and shall be effective only if the same is delivered by personal service or mailing by certified mail, postage prepaid, return receipt requested.

12. Fees and Expenses. In the event Trustee sells the Property by exercise of the power of sale granted herein, Trustee shall be entitled to apply any sale proceeds first to the payment of all costs and expenses of exercising said power of sale, including all Trustee's fees actually incurred. In the event Beneficiary exercises any rights provided by law to cure an event of default, Beneficiary shall be entitled to recover from Trustor all costs and expenses actually incurred as a result of Trustor's default, including without limitation all Trustee's and reasonable attorney's fees.

13. Waiver. Any extension or modification of any terms of the Note, the Obligations or this Deed of Trust granted by the Beneficiary shall not operate to release the liability of the Trustor. Any forbearance by the Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

14. Assignment of Leases and Rents. As additional security hereunder, Trustor hereby assigns to Beneficiary the rents, issues and profits of the Property.

15. Successor and Assigns. The Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns.

16. Reconveyance by Trustee. Upon payment of all sums herein provided, the Beneficiary shall direct the Trustee to reconvey the Property to the Trustor or Trustor's nominee and shall surrender this Deed of Trust and the Note. The Trustee shall reconvey to the Property without warranty and without charge to the persons legally entitled to it.

17. 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 this Deed of Trust conflicts with the applicable laws, such conflict shall not affect other provisions of the Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom

