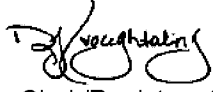



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2019-17246
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County Clerk/Register of Deeds
Deb Houghtaling


When Recorded Return To:

Mutual of Omaha Bank
4001 W 114th Street, Suite 110
Leawood, Kansas 66211
Attn.: Brian Hoban, Kansas City Market President

**TRUST DEED AND ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT AND FIXTURE FILING**

DATE: July 31, 2019

PARTIES:

Borrower: M-H Real Estate, LLC, a Kansas limited liability company
Borrower's Address: 11120 Tomahawk Creek Parkway
Leawood, Kansas 66211
Attention: Timothy R. Murphy
Trustee: Andrew P. Romshek
Trustee's Address: Kutak Rock LLP
1650 Farnum Street
Omaha, Nebraska 68102
Lender: Mutual of Omaha Bank, a federal savings bank
Lender's Address: 4001 W 114th Street, Suite 110
Leawood, Kansas 66211
Attention: Brian Hoban, Kansas City Market President

DEED OF TRUST AND FIXTURE FILING

THIS DEED OF TRUST AND FIXTURE FILING ("**Deed of Trust**"), dated July ³¹, 2019, is executed by **M-H Real Estate, LLC**, a Kansas limited liability company, having an address of 11120 Tomahawk Creek Parkway, Leawood, Kansas 66211, Attn.: Timothy R. Murphy, as grantor ("**Borrower**"), in favor of **Andrew P. Romshek**, having an address of Kutak Rock LLP, 1650 Farnum Street, Omaha, Nebraska 68102, as trustee ("**Trustee**"), for the benefit of **Mutual of Omaha Bank**, having an address of 4001 W. 114th Street, Suite 110, Leawood, Kansas 66211, Attn.: Brian Hoban, Kansas City Market President, as beneficiary (together with its successors and assigns, "**Lender**").

NOTE: PURSUANT TO NEB. REV. STAT. § 76-1002, THIS DEED OF TRUST SECURES ALL FUTURE ADVANCES OF AMOUNTS AVAILABLE FOR BORROWING UNDER THE NOTE, AS WELL AS FUTURE ADVANCES NECESSARY TO PROTECT THE SECURITY PROVIDED BY THIS DEED OF TRUST. THE TOTAL PRINCIPAL AMOUNT WHICH MAY BE SECURED IS FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$14,700,000.00), EXCLUSIVE OF ADVANCES FOR THE PROTECTION OF LENDER'S INTERESTS IN THE MORTGAGED PROPERTY (AS HEREAFTER DEFINED).

RECITALS:

A. Borrower is the owner of all the real property described on **Exhibit A**, attached hereto and incorporated herein by reference, together with all Borrower's rights, privileges, royalties and easements relating thereto ("**Real Property**"); provided Borrower is not the owner of furniture, fixtures and equipment presently or hereafter installed or furnished in or on the Real Property by the tenant of Borrower at such tenant's sole cost and expense and without any proceeds of the "Loan", as defined below ("**Tenant Property**").

B. On or about even date herewith, in consideration for Lender extending certain credit to Borrower in the maximum total amount of Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000.00) ("**Loan**"), Borrower has executed and delivered to Lender certain documents, including but not limited to the following:

1. Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000.00) Promissory Note ("**Note**");
2. Loan and Security Agreement ("**Loan Agreement**");
3. Assignment of Leases, Rents and Profits ("**Lease Assignment**"); and
4. UCC financing statements.

C. The Note, Loan Agreement, Lease Assignment, this Deed of Trust, all other documents described above, and all other documents defined as "Loan Documents" in the Loan Agreement, as same may be modified from time to time, together with all substitutions and replacements thereof, shall hereafter collectively be referred to as the "**Loan Documents**".

D. All debts and obligations presently and hereafter owed by Borrower under the Loan Documents shall hereafter be collectively referred to as the "**Indebtedness**".

CONVEYANCES, COVENANTS, REPRESENTATIONS AND WARRANTIES:

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of Borrower's obligations under the Loan Documents, and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BORROWER HEREBY GRANTS, CONVEYS, BARGAINS, SELLS AND CONFIRMS UNTO TRUSTEE, IN TRUST, WITH POWER OF SALE AS ESTABLISHED IN NEB. REV. STAT. § 76-1005 AND RIGHT OF ENTRY AND POSSESSION**, all of Borrower's present and hereafter acquired interests in and to the following, including all products and proceeds thereof, all of which shall be hereafter collectively referred to as the "**Mortgaged Property**":

- I. The Real Property, but not including any Tenant Property;
- II. All buildings, structures, facilities, fixtures, and other improvements now existing or hereafter located on the Real Property ("**Fixtures**"), but not including any Tenant Property;

III. All water, water rights, water stock, oil and gas rights, rights of way, easements, tenements, hereditaments, entitlements, environmental permits and participation rights, utility and other reimbursement rights, plans, plats, permits, development rights, and privileges now or hereafter used or enjoyed with the Real Property; and

IV. All Borrower's interest in any taking of any portion of the Real Property by any power of eminent domain, by any proceeding, conveyance or purchase in lieu thereof, or through other governmental action, and all awards, proceeds, or other compensation payable in connection therewith.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee, forever, and Borrower does hereby bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that if Borrower shall pay (or cause to be paid) the Indebtedness in full as and when the same shall become due and payable and Lender shall have no obligation to advance any additional funds or extend any additional credit to or on behalf of Borrower, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate, in accordance with the provisions hereof, and Lender shall execute and deliver releases of the liens and security interests of the Loan Documents, otherwise same shall remain in full force and effect.

AND Borrower further represents, warrants, covenants and agrees as follows:

1. **RECITALS.** The recitals listed above form an integral part of this Deed of Trust, are fully binding upon Borrower, and are incorporated herein by reference.
2. **COMPLIANCE WITH THE NOTE AND THE LOAN DOCUMENTS.** Borrower shall comply with all provisions of the Note, this Deed of Trust, and all other Loan Documents.
3. **WARRANTY OF TITLE.** Borrower owns and is indefeasibly seized of all the Real Property in fee simple. The Mortgaged Property is and shall remain free from all liens, clouds, easements, contracts, commitments and encumbrances other than a) the lien of this Deed of Trust; b) the Permitted Lease (as defined in the Loan Agreement); and c) those liens, clouds, easements, contracts, commitments and encumbrances that Lender may accept on its policy of title insurance insuring this Deed of Trust, except any exception for liens arising from unpaid taxes and all preprinted and/or standard exceptions and exclusions appearing thereon (collectively, the "Permitted Encumbrances").
4. **LIEN.** Borrower represents and warrants that the lien of this Deed of Trust is a first mortgage lien that is valid and enforceable in all respects.
5. **ZONING; COMPLIANCE WITH LAWS, COVENANTS, CONDITIONS AND RESTRICTIONS.** Borrower represents and warrants that the use of the Mortgaged Property as represented in the Section of this Deed of Trust entitled "Representations, Warranties and Covenants" complies with all land use designations and zoning classifications applicable to the Mortgaged Property. The Mortgaged Property complies with, and Borrower covenants and agrees that the Mortgaged Property shall remain in compliance with, a) all applicable statutes, rules, and regulations now or hereafter relating to the ownership, development, construction, lease, use and operation of the Mortgaged Property, including all applicable statutes, rules and regulations pertaining to requirements for equal opportunity, anti-discrimination, fair housing, environmental protection, zoning and land use; b) all covenants, conditions, restrictions, and easements affecting the ownership, development, construction, lease, use and operation of the Mortgaged Property; and c) all applicable health, fire and building codes.
6. **NO FURTHER ENCUMBRANCES.** As material inducements to Lender to make the Loan evidenced by the Note, Borrower unconditionally acknowledges that no portion of the Mortgaged Property shall be further encumbered by any lien, deed of trust, mortgage, security interest or other matter for any reason other than those liens listed as Permitted Encumbrances; provided however, Borrower shall have the right to contest in good faith any involuntary lien, so long as it does so diligently, by appropriate proceedings and without prejudice to Lender, and provided a) neither the Mortgaged Property nor any interest therein would be in any danger of sale, loss or forfeiture as a result of such proceeding or contest; b) Borrower commences such contest no later than forty-five (45) days of entry of such involuntary lien and promptly provides Lender notice of such contest; and c) upon Lender's request, Borrower promptly provides a bond, cash deposit or other security satisfactory to Lender in a monetary amount equal to one hundred twenty-five percent (125%) of the face amount of the contested claim to protect Lender's interest and security should the contest be unsuccessful. If Borrower shall fail to immediately discharge or provide security against any such claim or demand as aforesaid, Lender

may do so and any and all expenses incurred by Lender, together with interest thereon at the Default Rate (as defined in the Note) from the date incurred by Lender until actually paid by Borrower, shall be immediately paid by Borrower on demand and shall be secured by this Deed of Trust.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. As of the date hereof and continuing for so long as this Deed of Trust remains in effect, Borrower hereby represents and warrants as follows: **a)** there is no person or entity in possession of or entitled to possession of the Mortgaged Property or any part or aspect thereof other than interests listed as Permitted Encumbrances; **b)** there is no litigation or similar proceeding pending or to its knowledge threatened against the Mortgaged Property; and **c)** at all times the Mortgaged Property shall be owned, developed, leased and used only as a truck dealership, and the use or development of the Mortgaged Property shall not be changed without the prior written consent of Lender, which consent shall not be unreasonably withheld.

8. FURTHER ASSURANCES. Borrower shall, from time to time, execute and deliver to or at the direction of Lender such further documents and assurances as Lender may reasonably require for the purpose of evidencing, perfecting or confirming the Indebtedness and the liens and the security interests created by the Loan Documents.

9. HAZARDOUS WASTE.

9(a) Borrower represents and warrants to the best of its knowledge that: **i)** the Mortgaged Property is now in full compliance with all Environmental Laws (as hereinafter defined); **ii)** no portion of the Mortgaged Property has ever contained either asbestos, PCB's or other toxic materials, whether used in construction or stored on the Mortgaged Property; **iii)** all aboveground and underground storage tanks on the Mortgaged Property (if any) have been properly registered as required by all applicable laws and regulations; **iv)** there are no Hazardous Substances (as hereinafter defined), the presence of which is limited, regulated or prohibited by any federal, state or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith; and **v)** Borrower has not received notice of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with any Environmental Law or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, which may give rise to any statutory or common law legal liability or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance with respect to the Mortgaged Property.

9(b) Borrower hereby agrees to indemnify Lender and holds Lender completely harmless from and against any and all claims, losses, liabilities, penalties, fines and expenses (including reasonable attorneys', expert, and consultant fees and costs) of every kind and nature asserted, imposed, sanctioned, assessed, incurred or suffered by Lender to the extent caused by any matter that: **i)** is contrary to the warranties contained in the preceding paragraph of this Section 9 of this Deed of Trust; or **ii)** relates to or arises from the presence of any Hazardous Substance on the Mortgaged Property while owned by Borrower.

9(c) As used herein, "**Environmental Law**" means any federal, state or local statutory or common law, ordinance, rule or regulation, relating to pollution or protection of the environment, including, without limitation, any common law of nuisance or trespass, and any law, rule or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or Hazardous Substances or wastes.

9(d) As used herein, "**Hazardous Substance**" means any substance or material **i)** identified in Section 101(14) of CERCLA, 42 USC Section 9601 (14) and as set forth in Title 40, Code of Federal Regulations, Part 302, as the same may be amended from time to time; or **ii)** determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule, or regulation or a judicial or administrative order or decision, as the same may be amended from time to time; **iii)** asbestos; **iv)** radon; **v)** polychlorinated

biphenyls; and vi) such other materials, substances or wastes which are otherwise generally recognized as dangerous, hazardous, or harmful to human health or the environment.

9(e) Lender shall have the right to enter the Mortgaged Property at reasonable times and perform, by its agents or employees, such environmental inspections and audits as shall be deemed necessary by Lender to the extent Lender reasonably believes that there exists an adverse environmental condition on the Mortgaged Property. The cost of any such environmental inspections or audits shall be paid by Borrower.

10. TAXES AND ASSESSMENTS. Borrower shall bear full and complete responsibility for, and shall promptly pay, all assessments, taxes, charges, impositions, stamps and other obligations (together with any interest or penalties associated therewith) heretofore or hereafter arising under or imposed by the United States Government or other federal, state, county or local governmental agency or subdivision in connection with the Mortgaged Property, the debt instruments, the security instruments, or the transaction evidenced by the Loan Documents other than income and franchise taxes incurred by Lender ("**Taxes**"). All such payments shall be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Borrower shall furnish to Lender copies of receipts evidencing the payment thereof at least thirty (30) days before the date such taxes, charges, and assessments become delinquent.

11. INSURANCE. Until substantial completion of the Project (as defined in the Loan Agreement), including the issuance of a certificate of occupancy necessary for Borrower's use of the Project, Borrower shall maintain or cause to be maintained a builder's risk insurance policy covering the Mortgaged Property. The general limits of such builder's risk insurance shall be in the amount of the contract between Borrower and general contractor for the entire construction of the Project. The builder's risk policy shall provide coverage for direct physical loss and insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, and windstorm. Upon substantial completion of the Project, Borrower shall maintain property insurance with respect to the Mortgaged Property in accordance with the following: Such insurance shall be on an all risk type form and such property insurance shall apply on a replacement cost basis. The policy shall contain a provision that the insurance shall not be canceled until at least thirty (30) days written notice is provided to Lender. Borrower shall also maintain comprehensive general liability insurance covering personal injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Borrower shall be responsible for payment of all premiums on such insurance ("**Premiums**"). All insurance shall be carried with reputable companies. The property insurance required herein shall include a standard mortgage clause and a separate lender's loss payable clause in Lender's favor and law and ordinance coverage, providing Coverage A: "Loss Due to Operation of Law" (with a minimum liability limit equal to Replacement Cost With Agreed Value Endorsement), Coverage B: "Demolition Cost" and Coverage C: "Increased Cost of Construction". Borrower shall give immediate written notice to Lender and Lender may make proof of loss if not made promptly by Borrower. The insurance company insuring the Mortgaged Property is hereby authorized and directed to make payments for such loss directly to Lender alone, rather than to Borrower or to Borrower and Lender jointly. Borrower shall not settle or otherwise compromise any claim for insurance proceeds without Lender's prior written consent, which consent may be withheld in Lender's sole discretion. Subject to the immediately following paragraph, Lender may, at its sole discretion, apply such insurance proceeds to any or all of the following, or any combination thereof: (i) all costs, expenses and attorneys' fees incurred in connection with the enforcement of this section and the collection of such insurance proceeds; (ii) payment of all amounts outstanding under the Note and other Loan Documents, either in whole or in part, which payment shall be applied first to any interest and other charges then due and owing under the Note and other Loan Documents in any order determined by Lender in its reasonable discretion, with the balance to be applied as a prepayment of principal under the Note; and (iii) repair or replacement, either partly or entirely, of any part of the Mortgaged Property so destroyed or damaged, in which case Lender may impose such terms, conditions and requirements for the disbursement of such proceeds for such purposes as Lender, in its reasonable discretion, deems advisable. Lender shall not be a trustee with respect to any such insurance proceeds, and may commingle insurance proceeds with its funds without obligation to pay interest thereon. Lender is hereby authorized to settle and compromise (in Lender's reasonable discretion) all claims, awards, damages, rights of action and proceeds, and all other payment and relief under any insurance policy. In the event of foreclosure of the lien created by this Deed of Trust, or other transfer of title to the Mortgaged Property, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event of default under any of the terms, covenants and conditions to be performed or observed by Borrower under the Note, this Deed of Trust, or any of the Loan Documents, Lender may cancel any insurance policy as and when Lender deems appropriate and replace such policy with insurance satisfactory to Lender.

12. CONDEMNATION. If any material part of the Mortgaged Property shall be damaged or taken through condemnation or eminent domain (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State in which the Mortgaged Property is located or the United States of America to so damage or take by eminent domain, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire Indebtedness and all other sums secured hereby shall (at the sole option of Lender) become immediately due and payable, and Lender shall be entitled to all claims, rights of action awards, settlement recoveries, damages, compensations, and proceeds from or on account of any taking or damage through condemnation or eminent domain. Lender is hereby authorized to commence, appear in and prosecute (in its own name or in Borrower's name) any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such claims, rights of action, settlement recoveries, awards, damages, compensations, proceeds, and other payments or relief, and all rights thereto, are hereby assigned to, and shall be paid directly and solely to, Lender. Each condemning authority is hereby authorized and directed to make all eminent domain or condemnation awards and payments directly to Lender alone, rather than to Borrower or to Borrower and Lender jointly. Borrower shall not settle or otherwise compromise any claim for eminent domain or condemnation of proceeds or awards without Lender's prior written consent, which consent may be withheld in Lender's sole discretion. Subject to the immediately following paragraph, Lender may, at its sole discretion, apply such condemnation proceeds to either or all of the following, or any combination thereof: a) all costs, expenses and attorneys' fees incurred in connection with the enforcement of this Section and the collection of such condemnation proceeds; b) payment of all amounts outstanding under the Note and other Loan Documents, either in whole or in part, which payment shall be applied first to any interest and other charges then due and owing under the Note and other Loan Documents in any order determined by Lender in its sole and unfettered discretion, with the balance to be applied as a prepayment of principal under the Note; and c) replacement or restoration, either partly or entirely, of any part of the Mortgaged Property so taken through condemnation or eminent domain, in which case Lender may impose such terms, conditions and requirements for the disbursement of such proceeds for such purposes as it, in its sole and unfettered discretion, deems advisable. Lender shall not be a trustee with respect to any such condemnation or eminent domain proceeds, and may commingle such proceeds with its funds without obligation to pay interest thereon. The assignment effected hereby and Lender's right to damages or awards arising from any condemnation shall not be extinguished by any foreclosure or by the acceptance of any deed-in-lieu of foreclosure or otherwise. This assignment shall survive and shall remain absolute notwithstanding the status of this Deed of Trust, unless previously released, or the amount of the Indebtedness secured hereby.

13. CARE OF MORTGAGED PROPERTY. Borrower shall not remove, demolish, transfer or encumber any property forming a part of the Mortgaged Property (except in the ordinary course of business and only if promptly replaced with property of equal or greater value) without the prior written consent of Lender. Borrower shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and all improvements thereon in good condition and full repair. Borrower shall notify Lender in writing within three (3) calendar days of any damage to, or impairment of, the Mortgaged Property.

14. INSPECTIONS. Lender may, with reasonable advance notice, inspect the Mortgaged Property during normal business hours and Borrower shall pay all costs incurred by Lender in executing such inspections subsequent to the occurrence of an Event of Default.

15. PRESERVATION EXPENSES. Borrower shall promptly pay all the costs, charges and expenses (including reasonable attorneys' fees and disbursements) to protect or preserve the Mortgaged Property. If Borrower fails to pay and discharge all such amounts within thirty (30) days of written demand from Lender, Lender may (but shall not be obligated to) pay and discharge such amounts and Lender shall receive reimbursement in accordance with this Deed of Trust.

16. LENDER'S RIGHT TO MAKE PAYMENTS. If Borrower fails to pay or discharge any Taxes, Premiums or Permitted Encumbrances when and as required, or fails to keep the Mortgaged Property insured or fails to deliver the insurance policies (with Premiums paid), or fails to repair, protect and preserve the value of the Mortgaged Property in any manner required hereunder, or fails to fulfill any other obligation hereunder to protect or preserve the value of the Mortgaged Property, Lender may, within thirty (30) days of written demand to Borrower, elect in Lender's sole discretion to pay or discharge any or all of such Taxes, Premiums, Permitted Encumbrances, levies, liabilities, obligations, encumbrances or mortgage liens, or any part thereof, in order to protect and preserve the value of the Mortgaged Property. The full amount of each such payment made by or

at the direction of Lender shall be immediately due and payable to Lender without notice, and shall bear interest from the date thereof until paid at rate of interest provided in the Note. All amounts paid or advanced by Lender in connection with the Mortgaged Property, together with such interest thereon at the Default Rate as set forth in the Note, shall be secured by the liens of this Deed of Trust and the Loan Documents. If Borrower fails to reimburse Lender within ten (10) days for funds advanced or expended by Lender hereunder, such failure shall constitute an additional Event of Default under this Deed of Trust and the Loan Documents. Notwithstanding the foregoing, nothing contained herein shall be construed as requiring Lender to advance or expend any sums for any purpose.

17. AFTER ACQUIRED PROPERTY. The lien of this Deed of Trust shall automatically attach (without further act or notice) to all after acquired property of Borrower, of whatever kind, located in, on, or attached to, or used or intended to be used in connection with, or in the operation of, the Mortgaged Property.

18. EVENTS OF DEFAULT. Any one of the following shall constitute an "Event of Default":

18(a) The occurrence of any "Event of Default" as defined in the Note, the Loan Agreement, or any other Loan Document.

18(b) Failure by Borrower to keep exclusive fee simple title to the Mortgaged Property and to keep the Mortgaged Property completely free from any lien, cloud, easement and encumbrance of every kind (with the exclusive exceptions of the Permitted Encumbrances).

18(c) Failure by Borrower to duly keep, properly perform, timely observe or fully discharge any monetary or non-monetary covenant, warranty, condition, obligation or agreement in this Deed of Trust.

18(d) Any breach of any warranty or falsity of any representation contained herein, which Lender reasonably determines has a material and adverse impact on Borrower, Borrower's financial status, or the Mortgaged Property or any portion thereof.

19. ACCELERATION. Upon the occurrence of any Event of Default, Lender shall have the right to accelerate the Loan in accordance with the terms and conditions of the Loan Agreement and Note.

20. REMEDIES.

20(a) Lender's remedies as provided in the Loan Documents shall be cumulative and concurrent, and may be pursued individually, successively, or together, at Lender's sole and absolute discretion. Borrower acknowledges and consents that Lender shall not be required or obligated to elect or select remedies and no election of remedies shall be implied or imposed. Lender shall not be required or obligated to pursue or exhaust any right or remedy against any person or property before pursuing rights or remedies against any other person or property that is obligated or may be liable to Lender under the Loan Documents or otherwise.

20(b) Upon the occurrence of any Event of Default: i) upon written notice to Borrower as provided above, the outstanding principal balance of the Indebtedness, all accrued and unpaid interest, and all other sums payable in connection with the Indebtedness shall immediately become due and payable in full, without notice, demand, or any other action; and ii) Lender shall have the right to enforce all of its liens and security interests, and exercise all of its rights or remedies, in accordance with the provisions of the Loan Documents, applicable law, and/or principles of equity, in any order, manner, or combination from time to time. Lender may:

20(b)(i) Demand for Payment. Demand payment of the Indebtedness in full by formal notice.

20(b)(ii) Judicial Foreclosure. Institute a proceeding or proceedings for the complete or partial judicial foreclosure of this Deed of Trust as to any or all of the Mortgaged Property, under any applicable provision of law.

20(b)(iii) Non-Judicial Foreclosure. Direct the Trustee to sell the Mortgaged Property, and all estate, right, title, interest, claim and demand of Borrower therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and personal property (and, to the extent permitted by applicable law Lender, may elect to deem all of the Mortgaged Property to be real property for purposes thereof) as Lender may deem expedient, in accordance with the law governing foreclosure of Deeds of Trust in the State where the Mortgaged Property is located, including, at the Trustee's election, to proceed with either public or private sale, or judicial or non-judicial foreclosure. The title to and right of possession of the Mortgaged Property will pass to the purchaser as completely as if it had been actually present and

delivered to purchaser at the sale. To the fullest extent permitted by law, after the sale the Borrower will be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and the sale will be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming to claim the property sold or any part of it, by, through, or under Borrower. Lender may be a purchaser at any sale and its bid price may be credited to the Indebtedness in the manner and order provided herein in lieu of the payment of cash. Without limiting the foregoing provisions, Lender may declare all Indebtedness to be immediately due and payable by delivery to Trustee of written notice described in Neb. Rev. Stat. § 76-1006 and 76-1007. The notice may contain an election to cause the Mortgaged Property to be sold by Trustee under the private power of sale described in Neb. Rev. Stat. § 76-1005. Without limitation of the remedies described in this Deed of Trust, Lender will be entitled to enforce this Deed of Trust in the manner described in the Nebraska Trust Deed Act, Neb. Rev. Stat. § 76-1001 – 76-1018.

20(b)(iv) Trustee; Successor Trustee(s).

20(b)(iv)(A) The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for the Trustee's bad faith or willful misconduct. The Trustee may rely on any instrument or document authorizing or supporting any action taken or proposed to be taken under this Deed of Trust which the Trustee believes in good faith to be genuine.

20(b)(iv)(B) The Trustee shall be reimbursed for expenses incurred in the performance of duties hereunder and shall be entitled to reasonable compensation for services under this Deed of Trust, as well as any commission or other compensation to which Trustee is entitled under applicable law. All such amounts shall be deemed part of the Indebtedness.

20(b)(iv)(C) The Trustee may resign by giving written notice to Lender. If the Trustee dies, resigns, or becomes disqualified from acting as Trustee or fails or refuses to act as Trustee, or if, for any reason, Lender prefers to appoint another person to act in place of the Trustee then serving hereunder, Lender may appoint a successor trustee and, if preferred, several successor trustees in succession, by executing a document evidencing such appointment. Such written appointment shall be effective upon execution, without the necessity of recording, and may be made effective on any earlier date to ratify actions taken by the successor trustee named therein prior to such execution. Any successor trustee so appointed shall immediately and automatically succeed to all the estate, rights, powers, and duties of the Trustee originally named herein.

20(b)(iv)(D) If a successor trustee is appointed after notice of a Sale has been given, or while any public advertisement of such notice is being published, the successor trustee may proceed to complete the Sale as contemplated in the existing notices thereof, without the necessity of amending or re-commencing any advertised notice, or providing any additional notice of his appointment.

20(b)(v) Suit for Collection of Indebtedness. Lender may sue and recover a judgment on the Indebtedness, and may execute on such judgment and take any other actions to enforce the collection thereof in any manner permitted by law.

20(b)(vi) Reimbursement of Expenses. Borrower shall pay, or reimburse Lender for the payment of, all expenses incurred by Lender in obtaining any judgment or decree or in enforcing any other rights or remedies under this Deed of Trust, any other Loan Document, or applicable law. All of such expenses shall be part of the Indebtedness.

20(b)(vii) Control and Management of the Mortgaged Property. Upon taking possession of the Mortgaged Property, Lender may: **A)** hold, store, and use the Mortgaged Property; **B)** conduct the business thereof; **C)** from time to time make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures, personalty and other property; **D)** insure the Mortgaged Property and exercise all the rights and powers with respect to the same; **E)** manage and operate the Mortgaged Property and exercise all rights and powers with respect to the same; and **F)** enter into any and all agreements deemed necessary with respect to the use, operation, management, and control of the Mortgaged Property.

20(b)(viii) Application of Proceeds. After deducting all costs, fees, and expenses of Trustee, including costs to insure or obtain evidence of title in connection with the sale, Trustee will apply the proceeds of sale to payment of the costs, expenses, and amounts described in Neb. Rev. Stat. § 76-1011, with

any balance being paid to the person or persons "legally entitled thereto", as provided in Neb. Rev. Stat. § 76-1011, or any similar or successor statute. To the extent permitted by law, an action may be maintained by Lender to recover a deficiency judgment for any balance due under the Note or due under this Deed of Trust.

20(b)(ix) Attorney-in-fact. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact to do and perform, from time to time, any and all actions necessary and incidental to exercise Lender's remedies under the Loan Documents.

21. WAIVER OF ANTI-DEFICIENCY LAWS. In the event the Mortgaged Property is foreclosed upon pursuant to a judicial or non-judicial sale, Borrower hereby waives, to the maximum extent permitted by law, the benefits of any and all laws prohibiting, restricting or limiting the right of Lender to obtain a deficiency judgment against Borrower. To the fullest extent permissible by law, Borrower waives any right to have the fair market value of the Mortgaged Property determined by judge or jury in any action seeking a deficiency judgment or any action on the Indebtedness, including any hearing to determine fair market value pursuant to Neb. Rev. Stat. § 76-1013.

22. APPOINTMENT OF A RECEIVER.

22(a) Upon and after any Event of Default, Lender shall be automatically entitled, immediately upon application without notice and without receivership bond, to the appointment of a receiver to operate, maintain, construct, develop, complete, control, protect and preserve the Mortgaged Property and any aspect thereof. Borrower irrevocably consents to the appointment of a receiver for the Mortgaged Property, and Lender's entitlement to the appointment of a receiver shall be absolute and automatic, and shall not be dependent upon or affected by **i)** the value or condition of the Mortgaged Property, **ii)** the actions or ability of Borrower, or **iii)** the status or condition of the Loan. In order to be entitled to the appointment of a receiver, Lender shall not be required to show or prove (to any degree) that the Mortgaged Property is deteriorated or deteriorating, or that the value of the Mortgaged Property is less than the Indebtedness secured hereby, or that Borrower is unsuitable to maintain or manage the Mortgaged Property. Lender's agent or designee may serve as the receiver and the receiver shall not be required to post any bond or security for performance or otherwise.

22(b) Upon, or at any time after, the filing of a complaint to foreclose this Deed of Trust, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Mortgaged Property. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The appointment of a receiver shall in no way preclude or prohibit Lender from exercising its other remedies, including without limitation a non-judicial foreclosure as described herein.

23. DELAY OR OMISSION NO WAIVER. No delay or omission of Lender to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein.

24. NO WAIVER OF ONE DEFAULT TO AFFECT ANOTHER. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

25. ATTORNEYS' FEES AND COSTS. Lender shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, in the enforcement of this Deed of Trust following an Event of Default. All amounts recoverable hereunder shall bear interest at the rate set forth in the Note from the date such amounts are incurred until Lender receives reimbursement therefor.

26. NOTICES. Any and all notices specifically required or otherwise permitted under this Deed of Trust shall be in writing and shall be deemed given and effective according to the terms of the Loan Agreement.

27. MISCELLANEOUS. **a)** This Deed of Trust shall be binding on and shall inure to the benefit of the parties and their successors and assigns. **b)** Headings are inserted into this Deed of Trust for convenience only and

shall not be considered in construing any provision. **c)** This Deed of Trust shall be deemed to have been delivered and executed in the State of Kansas and shall be governed and construed by its laws, except to the extent the enforceability and priority of the liens contained herein are governed by the laws of the State where the Mortgaged Property is located. **d)** The terms of this Deed of Trust may not be amended, nor any of its provisions waived, without the written consent of Borrower and Lender. **e)** Time shall be of the essence of this Deed of Trust, but no delay in enforcing any right or remedy hereunder shall be construed to be a waiver of that or any other right or remedy. **f)** The provisions of this Deed of Trust are severable. If any provision of this Deed of Trust is held to be invalid or unenforceable by any judgment of a court of competent jurisdiction, then the remaining terms of this Deed of Trust shall be carried out as nearly as possible according to its original terms. **g)** The term "**person**" includes, but is not limited to, natural persons, corporations, partnerships, trusts, limited liability companies, joint ventures, and/or other legal entities. **h)** The term "**modified**" means amended, changed, extended, renewed, altered, terminated, or cancelled. **i)** All Exhibits attached hereto are incorporated herein.

28. SEVERANCE AND WAIVER. The invalidity or unenforceability of any portion or provision of this Deed of Trust shall not affect the remaining portions or provisions hereof. If any portion or provision of this Deed of Trust is finally adjudicated, by a court of competent jurisdiction, to be invalid or unenforceable to any degree or in any manner, all other portions and provisions shall be valid and enforceable to the fullest extent of the law. If the enforceable and valid portions or provisions of this Deed of Trust (i.e. those portions or provisions other than the particular portion or provision adjudicated unenforceable or invalid) are not capable of being enforced or applied after removal of the unenforceable or invalid portion or provision, the remaining portions or provisions of this Deed of Trust shall be interpreted so as to serve Lender's interests and to effectuate its purposes.

29. JURISDICTION AND VENUE. Borrower irrevocably agrees that subject to Lender's sole and absolute discretion, Lender may bring suit, action, or other legal proceedings arising out of this Deed of Trust in courts located in Jackson County, Missouri, whether local, state, or federal, except to the extent required for the exercise of remedies under the laws of the state where the Mortgaged Property is located, in which case suit shall be brought in the courts thereof. Borrower hereby waives any rights Borrower may have to request a change of venue or removal to another court.

30. WAIVER OF REDEMPTION, APPRAISEMENT RIGHTS AND MARSHALLING OF ASSETS. To the maximum extent permitted by applicable law, Borrower hereby knowingly and voluntarily waives any and all rights whatsoever to redeem any or all of the Mortgaged Property subsequent to foreclosure and to require that the Mortgaged Property be appraised or that the sale be confirmed, whether such rights arise out of statute or otherwise, or are based upon legal or equitable rights. To the maximum extent permitted by applicable law, Borrower further waives all rights to a stay of any foreclosure hereunder, a marshalling of assets, and a sale in inverse order of alienation that may otherwise be available under the laws of the State in which the Mortgaged Property is located. These waivers are intentionally and knowingly made, and Borrower acknowledges and understands that Lender is expressly relying upon these waivers in agreeing to make the Loan as requested by Borrower.

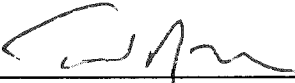
31. WAIVERS OF JURY TRIAL. Borrower hereby waives the right to trial by jury in any action or proceeding based upon or related to the subject matter of this Deed of Trust, and all other documents described herein. By accepting this Deed of Trust, Lender waives the right to a trial by jury in any action or proceeding brought by any party in connection with this Deed of Trust.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and delivered on or about the date first written above.

BORROWER:

M-H Real Estate, LLC,
a Kansas limited liability company


By: 
Timothy R. Murphy, Trustee Under Trust Agreement
dated April 21, 1995, as amended,
its Authorized Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 31st day of July, 2019, before me personally appeared Timothy R. Murphy, Trustee Under Trust Agreement dated April 21, 1995, as amended, the Authorized Member of **M-H Real Estate, LLC**, a Kansas limited liability company, and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, and that said individual as Trustee is authorized to execute said instrument on behalf of said limited liability company.

In witness whereof, I hereunto set my hand and official seal.


Notary Public for the State of Kansas
My Commission Expires: 3-22-21

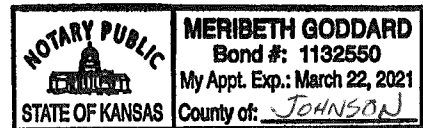


EXHIBIT A

Real Property

Lot 2, Steel Ridge South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.