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Register of Deeds, Douglas County, NE
5/30/2017 14:18:10.35



2017041078

Return to:
Nebraska Enterprise Fund
c/o Jane Olson
330 North Oakland Ave.
Oakland, NE 68045

DEED OF TRUST,
May 1, 2017

MADE BY

No More Empty Pots, an Nebraska Non Profit Corporation

Address: 8501 N 30th Street
Omaha, Ne 68112

TO

Gregory S. Frayser, Esq., an individual

Address: 233 S. 13th Street, Suite 1900
Lincoln, NE 68508

FOR THE BENEFIT OF

The Nebraska Enterprise Fund, a Nebraska nonprofit corporation

402-763-0543

This Deed of Trust (hereinafter "Deed of Trust") is made under the laws of the State of Nebraska ("Governing Jurisdiction").

No More Empty Pots, an Nebraska Non-profit Organization, are collectively referred to as "Trustor".

Gregory S. Frayser, Esq., an individual, is referred to as "Trustee".

The Nebraska Enterprise Fund, a Nebraska nonprofit corporation, is referred to as "Beneficiary".

Trustor hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE and right of entry and possession, all of Trustor's estate, right, title and interest in, to and under and grants to Beneficiary a security interest in all of the following described property which is, except where the context otherwise requires, herein collectively called the "Property," whether now owned or held or hereafter acquired, and any proceeds, products, accessories, rents, profits, and substitutions thereof or thereto, including:

(A) The real property described as:

FLORENCE LOT 7 BLOCK 32 S 44.2 FT

together with all of the easements, rights, privileges, franchises and appurtenances belonging or in any way pertaining thereto, either at law or in equity;

(B) All structures, buildings, and improvements of every kind and description now or at any time hereafter located on or used in connection with the Property, including any replacements thereof or additions thereto and all construction contracts and other agreements between Trustor and third parties for the construction of any improvements to the Property, and all plans and specifications relating to any construction being performed or to be performed on the Property or the improvements to the Property to the extent owned by the Trustor or in which either Trustor now has or hereafter acquires an interest, which construction contracts are hereby assigned to Beneficiary (the foregoing are collectively referred to as the "Improvements");

(C) All fixtures, including any replacements thereof or additions thereto, including, without limitation, built-in furniture and installations, shelving, partitions, doorstops, vaults, elevators, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, freezers, cooling units, refrigerators, heating units, stoves, ovens, water heaters, air handling units, air cooling units, waste disposal, treatment and dispensing systems, sump pump system, incinerators, furniture and furnishings, communication systems, surveillance and security equipment, all specifically designed installations and furnishings, and all equipment, now or at any time hereafter located on or used in any way in connection with the use, enjoyment, occupancy or operation of the Property or the Improvements, and all building materials and equipment now or hereafter delivered to the Property and intended to be installed or placed in or about the Improvements ("Fixtures");

(D) All right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Property;

(F) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect:

(1) Due, prompt and complete observance, performance and discharge of each and every obligation, covenant and agreement contained in the Secured Promissory Note between Trustor and Beneficiary dated 05/01/2017 in the original principal amount of \$150,000 (the "Note") including, without limitation, all obligations evidenced by the Note as defined therein, to Beneficiary; and any and all modifications, substitutions, extensions or renewals of the Note and whether the entire amounts shall have been repaid in part and;

(2) Due, prompt and complete observance, performance and discharge of each and every obligation, covenant and agreement of Trustor contained herein; and

(3) Payment of any other or further indebtedness at any time owing by Trustor to Beneficiary however the same may be incurred, and in whatever form it may be, whether contingent or represented by notes, judgments, or otherwise, and all interest thereon.

(4) Due, prompt and complete observance, performance and discharge of each and every obligation, including payment obligations, covenant and agreement of contained in the Loan Agreement, Security Agreement or any other document executed in connection with the Note and this Deed of Trust.

The foregoing debts and obligations are hereinafter collectively referred to as the "Obligations").

ARTICLE I

COVENANTS

Trustor covenants, warrants, represents and agrees to and with Beneficiary and Trustee as follows:

1.01 Payment of Principal and Interest. Trustor will pay the Obligations according to the terms thereof.

1.02 Warranty of Title. Trustor owns fee simple title to the Property and is lawfully seized of the Property hereby conveyed, has the right to grant and convey the Property, and has good and marketable title to the Property subject to no lien, charge or encumbrance—except for any such liens or encumbrances disclosed to Beneficiary in writing as set out on **Exhibit A** to the Loan Agreement executed of even date herewith OR EXHIBIT A HERETO (IF YOU'RE NOT USING A LOAN AGREEMENT); Trustor owns the Fixtures free and clear of liens and claims, except as permitted under this Deed of Trust; and this Deed of Trust is and will remain a valid and enforceable lien on the Property subject only to the exceptions referred to below. Trustor represents and warrants that Trustor has full power and lawful authority to grant, assign, transfer and mortgage its interest in the Property in the manner and form hereby done or intended. Trustor will preserve its interest in and title to the Property and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor shall promptly and completely observe, perform, and discharge as and when due each and every obligation, covenant and agreement affecting the Property whether the same is prior and superior or subject and subordinate hereto.

1.03 Further Assurances. Trustor shall, at its own cost and without expense to Trustee or Beneficiary, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, confirmations, instruments or further assurances and consents as Beneficiary may deem reasonably necessary or proper in order to effectuate, perfect, evidence or protect the liens, covenants and agreements created by or contained in this Deed of Trust and shall cause to be timely and properly filed, registered or recorded any existing documents or instruments of further assurance necessary to fully protect the lien of this Deed of Trust.

1.04 Taxes, Assessments, and Charges.

(a) Trustor will pay prior to delinquency all real estate taxes, personal property taxes, special assessments, assessments, charges, fines and impositions imposed upon, assessed against or otherwise relating to the Property or any part thereof, and any leasehold payments or ground rents, if any, except no such tax, assessment, charge, fine or imposition need be paid which is being contested in good faith and by appropriate legal proceedings and as to which adequate reserves shall have been established, and as to which no foreclosure, distraint, sale or similar proceedings have commenced. Trustor will, upon the request of Beneficiary, deliver to Beneficiary receipts evidencing such payments.

(b) Trustor will pay when due all lawful claims and demands of mechanics, materialmen, laborers, and others which might result in the creation of a lien on the Property unless contested in good faith and by appropriate legal proceedings, and as to which adequate reserves shall have been established

1.05 Conversion of Security. All right, title and interest of Trustor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to the Property, hereafter acquired by, or released to, Trustor or constructed, assembled or placed by Trustor on the Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Trustor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Trustor and specifically described in the granting clause hereof, but at any and all times Trustor will execute and deliver to Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed of Trust.

1.06 Security Agreement. This Deed of Trust shall be self-operative and constitute a Security Agreement under the Uniform Commercial Code of the Governing Jurisdiction, as amended from time to time, with respect to the Fixtures or any personal property situated on or associated with the Property; provided, however, Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such financing statements or other instruments as Beneficiary may reasonably request or require in order to impose or perfect the lien or security interest hereof more specifically thereon.

1.07 Compliance with Laws. Trustor will not commit any waste on or of the Property or make any change in the use of the Property which will in any way increase any ordinary fire or other hazard arising out of construction of the Improvements or operation of the Property, nor will Trustor make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Property nor will Trustor consent to any such change without the written consent of the Beneficiary, which consent will not be unreasonably withheld. Trustor will at all times comply with all Laws of any Governmental Authority having jurisdiction over construction of the Improvements or otherwise affecting the Property and maintain and keep, or cause to be maintained and kept, the Improvements in good operating order and condition. After completion of the Improvements, they shall not be removed, demolished or substantially altered; nor shall any of the Fixtures be removed, without the prior written consent of Beneficiary, except where appropriate replacements free of superior title, liens and claims are immediately made having a value at least equal to the value of the Fixtures so removed.

1.08 Impositions. Trustor shall pay all reasonable costs, fees and expenses of Trustee, its agents and legal counsel in connection with the performance of its duties hereunder; and Trustor shall pay all taxes (except federal and state income taxes) and any other governmental charges or impositions imposed by any Governmental Authority on Trustee or Beneficiary by reason of their interests in this Deed of Trust.

1.09 Subrogation. Beneficiary shall be subrogated for the full amount, notwithstanding their release of record at a discount, to any construction, mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Property, with the exception of the First Deed of Trust, to the extent that the same are paid or discharged by the Beneficiary.

1.10 Release of Liability or Performance. Without affecting the liability of Trustor or of any other person who is or shall become bound by the terms of this Deed of Trust or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms and at such times as it deems best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or nonexercise by Beneficiary of any of its rights under this Deed of Trust, no dealing by Beneficiary with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Beneficiary shall in any way affect any of the obligations of Trustor hereunder or any security furnished by Trustor, or give Trustor any recourse against Beneficiary, except with respect to Beneficiary's gross negligence or willful misconduct.

ARTICLE II

EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

2.01 Observance and Performance of Agreements. The failure by Trustor to make any payment when due under the terms of the Note, Loan Agreement of even date herewith, Security Agreement of even date herewith or this Deed of Trust, or the failure by Trustor in the due, prompt and complete observance and performance of any other obligation, covenant or agreement contained in the Note, Loan Agreement of even date herewith, Security Agreement of even date herewith or this Deed of Trust.

2.02 Event of Default. The occurrence of any "Event of Default" as defined under the Note, Loan Agreement of even date herewith, Security Agreement of even date herewith or this Deed of Trust.

2.03 Warranty or Representation. Any warranty or representation made under the Note, or this Deed of Trust, is determined by Beneficiary to be untrue in any material respect.

2.04 Bankruptcy. Any person, or other entity that (a) owns all or any part of the Property, (b) is liable for the payment of all or any part of the Obligations, or (c) is a guarantor (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer in bankruptcy as a debtor or seeking reorganization or an arrangement or otherwise to take advantage of any State or Federal bankruptcy or insolvency law, (iii) makes an assignment for the benefit of creditors, (iv) files a petition for or consents to the appointment of a receiver for its assets or any part thereof, or (v) without its consent has a petition filed in any bankruptcy or insolvency proceeding or an order, decree or judgment entered by a court of competent jurisdiction appointing a receiver of the Property or approving a petition filed against it seeking reorganization or an arrangement of it or its assets or debts under any bankruptcy or insolvency law and such petition, order, decree or judgment is not dismissed, vacated, set aside or stayed within sixty (60) days from the date of entry.

ARTICLE III

REMEDIES

Upon the occurrence of any Event of Default, which is not cured within any applicable grace or curative period, Trustee and Beneficiary shall have the following rights and remedies:

3.01 Acceleration. Beneficiary may, without further notice, declare the Obligations (even if not then due and payable), and all other sums secured by this Deed of Trust, to be due and payable immediately, and said sums shall thereupon become and be immediately due and payable without presentment, demand, protest or notice of any kind.

3.02 Beneficiary Powers. Irrespective of whether Beneficiary exercises the option provided in Section 3.01 above, Beneficiary in person or by agent may, without any obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereunder: (i) make any payment or do any act which Trustor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Property or any part thereof; (iii) exclude or evict Trustor from the Property; (iv) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Property, or any part thereof, upon such terms or conditions as Beneficiary reasonably and in good faith deems proper; and (v) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security hereof. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Property any of the Property which has been removed therefrom. The entering upon and taking possession of the Property and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Trustee or Beneficiary shall be entitled, at their election and without notice, to the appointment of a receiver or receivers for the Property; provided, however, that any of the actions referred to in this Section 3.02 may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver, and any such action may also be taken irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured. Further, Beneficiary, at the expense of Trustor, either by purchase, repair or construction, may from time to time maintain and restore the Property, or any part thereof, and complete construction of the Improvements uncompleted as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as Beneficiary may deem desirable and may insure the same.

3.03 Foreclosure. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof.

3.04 Power to Sell. Beneficiary may elect to sell the Property, or any part thereof, as follows:

- (a) If Beneficiary elects to exercise its power of sale with respect to the Property, or any part thereof, Trustee shall record a notice of default in each county in which any part of such Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to other persons prescribed by applicable law. Trustee may sell the Property subject to this Deed of Trust as a group or individually, at the Beneficiary's sole discretion. After the time required by applicable law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell such Property at public auction to the highest bidder at the time and place and 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 of the Property in accordance with the provisions of applicable law. Trustee, Beneficiary, or their designee, may purchase at any such sale. Upon receipt of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying all of Trustor's rights

in the Property that is sold. The recitals in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof.

(b) Should Beneficiary elect to cause the disposal of any of the Property subject to the Security Agreement in Section 1.06, it may dispose of any part thereof in any manner now or hereafter permitted by the Uniform Commercial Code of the Governing Jurisdiction or in accordance with any other remedy provided by law. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Both Trustee and Beneficiary shall be eligible to purchase any part or all of such Property at any such disposition. Any such disposition may be either public or private as Beneficiary may elect, subject to the provisions of the Uniform Commercial Code of the Governing Jurisdiction. Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the Governing Jurisdiction. Expenses of retaking, holding, preparing for sale, selling or the like shall include Beneficiary's reasonable attorneys' fees and legal expenses, and upon such default, Trustor, upon demand of Beneficiary, shall assemble such Property and make it available to Beneficiary at the Property, a place which is hereby deemed reasonably convenient to Beneficiary and Trustor. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor, in the manner provided for the mailing of notices herein, it shall constitute reasonable notice to Trustor.

(c) Trustee is hereby irrevocably appointed the true and lawful attorney-in-fact of Trustor in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Property, or any part thereof, and the rights so sold and for that purpose Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or any substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Trustor, if so requested by Trustee or Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Trustee or to such purchaser or purchasers all such instruments as may be advisable in the judgment of Trustee or Beneficiary, for the purpose as may be designated in such request.

(d) Trustor hereby expressly, waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto.

3.05 Proceeds. Unless otherwise provided by law, the proceeds of any sale made, and all sums recovered under this Article III, together with all other sums held by Trustee or Beneficiary under this Deed of Trust, shall be applied in the following order:

(a) to the extent allowable under the laws of the Governing Jurisdiction, to all costs and expenses incurred in connection with the sale or sales and any judicial proceedings, including, but not limited to, all reasonable Trustee's and attorney's fees and expenses, and the costs of any title evidence;

(b) to the repayment of all sums expended by Trustee or Beneficiary in accordance with the terms of this Deed of Trust and the Note;

(c) the remainder, if any, to the person or persons legally entitled thereto.

3.06 Power to Purchase. Trustee, Beneficiary, or their designee, may purchase at any sale or sales made under or by virtue of this Article III. No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Property or upon any other property of Trustor shall affect, in any manner or to any extent, the lien of this Deed of Trust upon the Property, or any part thereof, or any liens, rights, powers or remedies of Trustee or Beneficiary hereunder, but such liens, rights, powers and remedies of Trustee and Beneficiary shall continue unimpaired as before.

3.07 Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of Trustor, or of any of its property, or of the Property or any part thereof, Trustee and Beneficiary shall be entitled to retain possession and control of all Property now or hereafter held under this Deed of Trust.

3.08 Other Remedies. Beneficiary may elect to exercise any other remedies at law or in equity.

3.09 Beneficiary's Other Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any portion or all of the Property, (v) make compositions or other arrangements with debtors in relation thereto.

3.10 Remedies Not Exclusive. No remedy or right in this Deed of Trust is intended to be exclusive of any other remedy herein or by law provided, 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. No delay or omission of Trustee or Beneficiary in exercising any right or remedy contained in this Deed of Trust shall be construed to be a waiver of any Events of Default or any acquiescence therein; and every right and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, the Beneficiary, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder, either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust shall affect the obligation of Trustor to pay Obligations in the manner and at the time and place provided in the Note or any other Security Documents.

3.11 Waiver by Trustor. To the fullest extent permitted by applicable law, Trustor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law or law pertaining to the marshaling of assets, the administration of estates of decedents, any exemption from execution or sale of the Property, or any part thereof, including exemption of homestead, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, and Trustor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Trustee or Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

ARTICLE IV

CONCERNING TRUSTEE

4.01 Reconveyance. Upon payment of all sums secured by this Deed of Trust Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

4.02 Successor Trustee. Beneficiary, at its option and expense, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder 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 applicable law.

ARTICLE V

MISCELLANEOUS

5.01 Construction. In the event any one or more of the provisions contained in this Deed of Trust or the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

5.02 Notices. Unless applicable law requires otherwise, all notices under this Deed of Trust shall be in writing and sent by registered or certified mail to the addresses designated in the Note.

5.03 Successor and Assigns. This Deed of Trust and all terms, conditions and obligations herein shall apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns.

5.04 Joint and Several. If Trustor consists of more than one party, the covenants and agreements of Trustor shall be joint and several as to each such party.

5.05 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.06 Acceptance by Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Notice of Default and Notice of Sale. Trustor hereby requests that a copy of any Notice of Default and Notice of Sale as may be required by law be mailed to them at 6302 Maple St, Omaha Ne 68104.

5.08 Granting Consent. The granting of consent or approval by Beneficiary to any transaction, as required by the terms hereunder, shall not be deemed a waiver of the right to require consent to future or successive transactions.

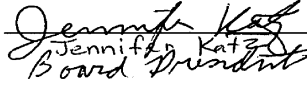
5.09 Jurisdiction. This Deed of Trust is to be construed and enforced according to the laws of the Governing Jurisdiction, except that with respect to any portion of the Property located outside of the Governing Jurisdiction, the laws of the state in which such portion of the Property is located shall be applicable thereto, but only to the extent required for Beneficiary to exercise its rights and remedies in order to realize upon its interests in the Property.

5.10 Titles. Any title of the several parts, articles, sections, and paragraphs of this Deed of Trust are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions.

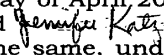
IN WITNESS WHEREOF, this Deed of Trust is executed by the undersigned duly designated officer with the authority to bind Trustor as stated herein.

"TRUSTOR"

No More Empty Pots


Jennifer Katz
Board President

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 1st day of April 2017, before me, the undersigned, a notary public, personally appeared  who executed the foregoing and acknowledged that she had read the same, understood its contents and purposes and executed the same as her voluntary act and deed.


Notary Public
State of Nebraska General Notary
Melina Arroyo
Commission Expires April 12, 2020

4827-7400-6048, v. 1