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| COMP.     | _____ |

State of Nebraska } SS  
 Valley County }  
 Received for record this 31  
 day of May A.D. 2019 at  
 12 o'clock and 45 Minutes  
 PM and recorded in  
 Book 155 Page 496  
 of MTG  
 Paula Musil  
 County Clerk

*Paula Musil*

County Clerk

Recorder of De

Paid \$202.00  
 Res Title

**JOHN L. LUTZ AND VON T. LUTZ, AS EQUAL TENANTS IN COMM**  
 Trustor

To

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
 Trustee

for the benefit of

**WORLD BUSINESS LENDERS, LLC**  
 Beneficiary

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS  
 AND SECURITY AGREEMENT**  
 \$50,000.00

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Dated: As of 5/29/2019

Property Location: Sec. 33, Yale Township, Valley, Nebraska - (APN:  
 880037070)

Assessor's Parcel Number: 880037070

DOCUMENT PREPARED BY ALEXANDER PENA AND WHEN RECORDED,

RETURN TO:

World Business Lenders, LLC  
 101 Hudson Street, 33<sup>rd</sup> Floor  
 Jersey City, New Jersey 07302

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Borrower: New Beginnings Family Services, LLC

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**DEED OF TRUST, ASSIGNMENT OF LEASES  
AND RENTS AND SECURITY AGREEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Deed of Trust"), made as of May 30, 2019 (the "Effective Date"), by John L. Lutz and Von T. Lutz, as equal tenants in common, having an address at 1825 N. Grand Island Ave. Grand Island, NE 68803 and 521 W 40th Scottsbluff, NE 69361, respectively ("Trustor") to Old Republic National Title Insurance Company, having an address at 7980 Clayton Rd, Suite 211, St. Louis, MO 63117 ("Trustee") for the benefit of WORLD BUSINESS LENDERS, LLC, a New York limited liability company, with its address at 101 Hudson St., 33rd Fl., Jersey City, NJ 07302 (together with its successors and assigns, "Beneficiary").

WHEREAS, pursuant to a certain business promissory note and security agreement dated as of the Effective Date (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") by New Beginnings Family Services, LLC, respectively ("Borrower") in favor of Beneficiary, the Beneficiary is making a secured commercial loan to Borrower (the "Loan"). Certain capitalized terms are defined in Article V of this Deed of Trust. All other capitalized terms used herein without definition are used as defined in

|     |      |            |
|-----|------|------------|
| the | Loan | Agreement. |
|-----|------|------------|

WHEREAS, in consideration for the Loan to its affiliate, Borrower, Trustor has guaranteed Borrower's payment of the Obligations.

NOW, THEREFORE, in consideration of the mutual premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

To secure the payment of all Obligations which may or shall become due under the Loan Agreement and/or under any of the other documents evidencing, securing or executed in connection with the Loan (this Deed of Trust, the Loan Agreement, and such other documents, as any of the same may, from time to time, be amended, modified, restated, consolidated or supplemented, being hereinafter referred to, each, as a "Loan Document", and collectively as the "Loan Documents"), including interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Trustor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (as amended from time to time, the "Bankruptcy Code"), and the costs and expenses of enforcing any provision of any Loan Document (all such sums, together with the Obligations, being hereinafter collectively referred to as the "Debt"), Trustor has given, granted, bargained, sold, alienated, encumbered, conveyed, confirmed, warranted, pledged, assigned, and hypothecated and by these presents does hereby give, grant, bargain, sell, alienate, encumber, convey, confirm, warrant, pledge, assign, and hypothecate unto Trustee in trust for the benefit of Beneficiary, WITH POWER OF SALE, the following property, rights, interests and estates (the Premises (as hereinafter defined), the Improvements (as hereinafter defined), and the property, rights, interests and estates hereinafter described being collectively referred to herein as the "Trust Property"):

- (a) the land described in Schedule A attached hereto (the "Premises");
- (b) all of the building, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements");
- (c) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Trustor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (d) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Trustor, or in which Trustor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Trustor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect from time to time in the state where the Trust Property is located (the "UCC"), superior to the Lien of this Deed of Trust;
- (e) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;
- (f) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter each referred to as a "Lease" and collectively referred to as "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account or benefit of Trustor or its, his or her

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agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, or rendering of services by Trustor or any of its, his or her agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as "**Rents**"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the full and indefeasible payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Trust Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property;

(h) the right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Beneficiary in the Trust Property;

(i) all deposit accounts and securities accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, franchise agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**"); and

(j) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a Bankruptcy Proceeding is commenced by or against Trustor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Deed of Trust shall automatically extend to all Rents acquired by Trustor after the commencement of the proceeding and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

**TO HAVE AND TO HOLD** the Trust Property unto and to the use and benefit of Beneficiary and its successors and assigns, forever;

**PROVIDED, HOWEVER**, these presents are upon the express condition that, upon the indefeasible satisfaction in full of the Debt provided in the Loan Documents in a timely manner, these presents, and the estate hereby granted shall cease, terminate and be void;

**AND** Trustor represents and warrants to and covenants and agrees with Beneficiary as follows:

#### ARTICLE I. TRUSTOR COVENANTS

1. Payment of Debt and Incorporation of Covenants, Conditions and Agreements.

Trustor shall pay the Debt at the time and in the manner provided in the Loan Documents to which it is a party. All the covenants, conditions and agreements contained in the Loan Documents are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein. No portion of any principal advanced under the Loan is to be used (i) for the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the United States Federal Reserve System, 12 C.F.R. 221 and 224, as amended from time to time, or (ii) for any purpose other than the conduct of the Trustor's business in the ordinary course. All sums advanced by Beneficiary under the Loan, including sums advanced to protect or enhance collateral pledged by Trustor or any other Person, including any individual, as security for the Debt, are advanced solely for the lawful business purposes of the Trustor.

2. Leases and Rents.

(a) Trustor does hereby absolutely, unconditionally, and irrevocably assign to Beneficiary all of Trustor's right, title and interest in all current and future Leases and Rents, it being intended by Trustor that this assignment constitutes a present, absolute assignment, and not an assignment for additional security only. Such assignment shall not be construed to bind Beneficiary to the performance of any of the covenants or provisions contained in any Lease or otherwise impose any obligation upon Beneficiary. Nevertheless, subject to the terms of this paragraph, Beneficiary grants to Trustor a revocable license to operate and manage the Trust Property and to collect and receive the Rents. Upon an Event of Default, without the need for notice or demand, the license granted to Trustor herein shall automatically be revoked, and Beneficiary shall immediately be entitled to possession of all Rents in Trustor's possession or control and all Rents collected thereafter (including Rents past due and unpaid), whether or not Beneficiary enters upon or takes control of the Trust Property. Trustor hereby grants and assigns to Beneficiary the right, at its option, upon revocation of the license granted herein, to enter upon the Trust Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected and received after the revocation of such license may be applied toward payment of the Debt in such priority and proportions as Beneficiary in its sole discretion may deem proper.

(b) Trustor shall not enter into, modify, amend, replace, cancel, terminate or renew any Lease without the prior written consent of Beneficiary.

3. Use of the Trust Property. Trustor shall not initiate, join in, acquiesce in or consent to any change in any public or private restrictive covenant, zoning law or other public or private restriction limiting or defining the uses which may be made of the Trust Property (or any portion thereof). If, under applicable zoning provisions, the use of the Trust Property (or any portion thereof) is or shall become a nonconforming use, Trustor shall not cause or permit such nonconforming use to be discontinued or abandoned without the consent of Beneficiary. Trustor shall not (i) change, or permit or suffer to occur any change to, the use of the Trust Property, (ii) permit or suffer to occur any waste on or to the Trust Property, or (iii) take any steps to convert the Trust Property to a condominium or cooperative form of ownership. Trustor has, and at all times shall have obtained, all permits, licenses, exemptions, and approvals necessary to occupy, operate, and market the Trust Property, and shall maintain compliance with all Legal

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Requirements applicable to the Trust Property and necessary for the transaction of its business and operations. No portion of the Trust Property has been or will be purchased, improved, equipped or fixtured with or from proceeds of any illegal activity, and no part of the proceeds of the Loan will be used in connection with any illegal activity.

4. Transfer or Encumbrance of the Trust Property.

(a) Trustor acknowledges that (i) Beneficiary has examined and relied on the creditworthiness and experience of Trustor and its Affiliates in owning, operating, and maintaining properties such as the Trust Property in agreeing to make the Loan, (ii) Beneficiary will continue to rely on Trustor's ownership of the Trust Property as a means of maintaining the value of the Trust Property as security for the Debt, and (iii) Beneficiary has a valid interest in maintaining the value of the Trust Property so as to ensure that, should Trustor default in the repayment or other satisfaction of the Debt, Beneficiary can recover the Debt by a sale or other Transfer of the Trust Property. Trustor shall not sell, convey, alienate, mortgage, encumber, pledge or otherwise Transfer the Trust Property or any portion thereof, or suffer or permit any Transfer to occur.

(b) Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder or under the Loan Documents in order to declare the Debt immediately due and payable upon a Transfer in violation of this Paragraph 4. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or other Transfer of the Trust Property (and every other Transfer) regardless of whether voluntary or not. Any Transfer made in contravention of this Paragraph 4 shall be null and void and of no force and effect. Trustor agrees to bear and shall pay or reimburse Beneficiary on demand for all reasonable expenses (including reasonable attorneys' fees and disbursements, title search costs, title insurance endorsement premiums, and other related costs) incurred by Beneficiary in connection with the review, approval and documentation of any Transfer.

5. Taxes. Trustor shall pay prior to delinquency all Taxes that are or which may become a Lien upon or cause a loss in value of the Trust Property or any interest therein. Trustor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any Governmental Authority upon Beneficiary by reason of its interest in the Debt or in the Trust Property, or by reason of any payment made to Beneficiary on account of the Debt or any portion thereof; provided, however, Trustor shall have no obligation to pay any taxes or other charges which may be imposed by any Governmental Authority from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income.

6. Changes in Legal Requirements Regarding Taxation. If any Legal Requirement is enacted, adopted, or amended after the Effective Date which deducts the Debt from the value of the Trust Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Beneficiary's interest in the Trust Property, Trustor will pay such tax, with interest and penalties thereon, if any. If Beneficiary determines that the payment of such tax or interest and penalties by Trustor would be unlawful, taxable to Beneficiary or unenforceable, or would provide the basis for a defense of usury, then Beneficiary shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

7. No Credits on Account of the Debt. Trustor shall not claim or demand or be entitled to any credit on account of the Debt for any part of the Taxes or Other Charges assessed against the Trust Property, and no deduction shall otherwise be made or claimed from or against the assessed value of the Trust Property for tax purposes by reason of this Deed of Trust or the Debt. If such claim, credit or deduction shall be required by any Legal Requirement, Beneficiary shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

8. Further Acts, Etc. Trustor shall, at its sole cost and expense, perform, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances (each, an "Act or Instrument of Further Assurance") as Beneficiary shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary the Trust Property and rights hereby mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering or recording this Deed of Trust or for facilitating the sale and Transfer of the Loan and the Loan Documents. Upon foreclosure, the appointment of a receiver or any other relevant action, Trustor shall, at its sole cost and expense, cooperate fully and completely to effect the assignment or other Transfer of any license, permit, agreement or any other right necessary or useful to the ownership, operation, or marketing of the Trust Property. Trustor grants to Beneficiary during the continuance of an Event of Default, an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary at law and in equity, including such rights and remedies available to Beneficiary pursuant to this paragraph. Said power of attorney will terminate upon the full and final indefeasible payment of the Debt.

9. Recording of Deed of Trust, Etc. Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, shall cause this Deed of Trust, and any security instrument creating a Lien or security interest or evidencing the Lien hereof upon the Trust Property and each Act or Instrument of Further Assurance pursuant to Paragraph 8 hereof to be filed, registered or recorded in such manner and in such places as may be required by any present or future Legal Requirement in order to publish notice of, and fully to protect, the Lien hereof upon, and the interest of Beneficiary in, the Trust Property. Trustor shall pay all filing, registration and recording fees, all expenses incident to the preparation, execution and acknowledgment of, and all federal, state, county and municipal, taxes, duties, imposts, documentary stamps, assessments and charges arising out of or in connection with the execution and delivery of, this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument or evidence of Lien with respect to the Trust Property or any Act or Instrument of Further Assurance pursuant to Paragraph 8 hereof, except where prohibited by any Legal Requirements to do so. Trustor shall hold harmless and indemnify Beneficiary, its successors and assigns, from and against any liability incurred by reason of the imposition of any Tax on the making or recording of this Deed of Trust. The provisions of this Paragraph 9 shall survive the repayment of the Debt and the full or partial release or satisfaction of this Deed of Trust.

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10. Maintenance. Trustor covenants: (a) to insure the Trust Property against such risks as Beneficiary may require as set forth herein and in the Loan Documents, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Trust Property in good condition and repair; (c) not to remove or demolish the Trust Property or any portion thereof, not to alter or add to the Trust Property; (d) to complete or restore promptly and in good and workmanlike manner the Trust Property, or any portion thereof which may be damaged or destroyed, without regard to whether Beneficiary elects to require that insurance proceeds be used to reduce the Debt; (e) to comply with all Legal Requirements and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Trust Property and pertain to acts committed or conditions existing thereon, including any work, alteration, improvement or demolition mandated by such Legal Requirements and covenants; (f) not to commit or permit waste of the Trust Property; and (g) to do all other acts which from the character, use, or operation of the Trust Property may be reasonably necessary to maintain and preserve its value.

11. Alterations. None of the Improvements or any portion thereof, shall be removed, altered or demolished without prior written consent of the Beneficiary in each instance, provided, however, that the Trustor shall have the right, without consent of the Beneficiary, to remove and dispose of, free from the Lien of this Deed of Trust, such personal property as from time to time may become worn out or obsolete, provided, that, simultaneously therewith or prior to such removal, any such personal property shall be replaced by personal property of like kind and value at least equal to that of the replaced personal property and free of any title retention, security interest or other encumbrance or Lien.

12. Purchase Options. Trustor represents and warrants to Beneficiary as of the Effective Date that neither the Trust Property nor any portion thereof is subject to any purchase options, rights of first refusal, rights of first offer or other similar rights in favor of any Person.

13. Title to the Trust Property. Trustor is the sole owner of the Deed of Trust Property and hereby warrants to and shall defend its title to the Trust Property, and the validity and priority of all Liens granted or otherwise given to Beneficiary hereunder and/or under the Loan Documents, against the claims of all Persons.

14. Liens. Without Beneficiary's prior written consent, Trustor shall not create, incur, assume, permit or suffer to exist any Lien on all or any portion of the Trust Property, except Liens in favor of Beneficiary.

15. Insurance.

(a) Coverage. Trustor shall, while all or any portion of the Debt (including any Obligation) remains outstanding, maintain at Trustor's sole cost and expense, with licensed insurers acceptable to Beneficiary, the following Policies in form and substance reasonably satisfactory to Beneficiary (capitalized terms used in this Paragraph 15 shall have the same meaning as such terms are commonly and presently defined in the insurance industry):

(i) Property Insurance. An All Risk/Special Form Property Insurance Policy, including theft coverage and such other coverages and endorsements as



Beneficiary may require, insuring Beneficiary against damage to the Trust Property in an amount not less than 100% of the full replacement cost of the Improvements. Such coverage should adequately insure the Trust Property, whether such Trust Property or any portion thereof is onsite, stored offsite or otherwise. During times of construction on the Trust Property, Trustor shall further maintain, or cause each applicable contractor(s), or subcontractor(s), as applicable, to maintain, a Builders All Risk/Special Form Completed Value (Non-Reporting Form) Hazard Insurance Policy.

(ii) Flood Hazard Insurance. If any portion of the Improvements is located within a special flood zone or flood-prone area, a Policy of flood insurance, as deemed necessary by Beneficiary, in an amount required by Beneficiary, but in no event less than the amount sufficient to meet the requirements of any Legal Requirement.

(iii) Liability Insurance. A Policy of Commercial General Liability Insurance on an occurrence basis, with coverages and limits as required by Beneficiary, insuring against liability for injury and/or death to any Person and/or damage to any property occurring on the Trust Property and/or in the Improvements. During the period of any approved construction, Trustor may cause its contractors and/or subcontractors to maintain in full force and effect any or all of the liability insurance required hereunder. Whether Trustor employs a general contractor or performs as owner-builder, Beneficiary may require that coverage include statutory workers' compensation insurance.

(b) Other Coverage. Trustor shall promptly provide to Beneficiary evidence of such other Policies in such reasonable amounts as Beneficiary may from time to time request against such other insurable hazards which at the time are commonly insured against for property similar to the Trust Property located in or around the region in which the Trust Property is located. Such coverage requirements may include, but are not limited to, coverage for earthquake, acts of terrorism, toxic mold or fungus of a type that may pose a risk to human health or the environment or would negatively impact the value of the Property ("Toxic Mold"), loss of business income, delayed business income, rental loss, sink hole, soft costs, tenant improvements, or environmental liabilities.

(c) Generally. Trustor shall, upon request, promptly provide to Beneficiary insurance certificates or other evidence of coverage in form acceptable to Beneficiary, with coverage amounts, deductibles, limits and retentions as required by Beneficiary. All insurance policies shall provide that the coverage shall not be cancelable without ten (10) days prior written notice to Beneficiary of any cancellation for nonpayment of premiums, and not less than thirty (30) days prior written notice (or such longer period as may be required by Legal Requirements) to Beneficiary of any other cancellation. With respect to any material change or modification of any Policy (including any reduction in coverage) which change or modification is not provided to Beneficiary by Trustor's insurance company, Trustor shall provide not less than thirty (30) days (or such longer period as may be required by Legal Requirements) prior written notice to Beneficiary of such material change or modification. Beneficiary shall be a named additional insured and shall be named under a Beneficiary's Loss Payable Endorsement or a Standard Beneficiary Clause Endorsement (in form acceptable to Beneficiary) on all Policies required to be maintained by Trustor hereunder. All insurance Policies shall be issued and maintained by insurers approved to do business in the state in which the Trust Property is located

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and must have an A.M. Best Company financial rating and policyholder surplus acceptable to Beneficiary.

16. Hazardous Substances.

(a) (i) The Trust Property is not in violation of any Environmental Laws, (ii) the Trust Property is not subject to any private or governmental Lien or judicial or administrative notice or action or inquiry, investigation or claim relating to Hazardous Materials, (iii) to the best of Trustor's knowledge, after due inquiry, no Hazardous Materials are or have been (including the period prior to Trustor's acquisition of the Trust Property), discharged, generated, treated, disposed of or stored on, incorporated in, or removed or transported from the Trust Property other than in compliance with all Environmental Laws, (iv) to the best of Trustor's knowledge, after due inquiry, no Hazardous Materials are present in, on or under any nearby real property which could migrate to or otherwise affect the Trust Property, (v) no underground storage tanks exist on the Trust Property and the Trust Property has never been used as a landfill, and (vi) there have been no environmental investigations, studies, audits, reviews or other analyses conducted by or on behalf of Trustor which have not been provided to Beneficiary.

(b) Trustor shall give prompt written notice to Beneficiary of (i) any proceeding or inquiry by any Person (including any Governmental Authority) with respect to the presence of any Hazardous Material on, under, from or about the Trust Property, (ii) all notices given or claims made or threatened by any Person (including any Governmental Authority) against Trustor or the Trust Property or any Person occupying the Trust Property relating to any loss or injury resulting from any Hazardous Material; and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Trust Property that could cause the Trust Property to be subject to any investigation or cleanup pursuant to any Environmental Law. Upon becoming aware of the presence of Toxic Mold at the Trust Property, Trustor shall (i) undertake an investigation to identify the source(s) of such Toxic Mold and shall develop and implement an appropriate remediation plan to eliminate the presence of any Toxic Mold, (ii) perform or cause to be performed all acts reasonably necessary for the remediation of any Toxic Mold (including taking any action necessary to clean and disinfect any portion of the Trust Property affected by Toxic Mold, including providing any necessary moisture control systems at the Trust Property), and (iii) provide evidence reasonably satisfactory to Beneficiary of the foregoing. Trustor shall permit Beneficiary to join and participate in, as a party if it so elects, any legal or administrative action or other proceeding initiated with respect to the Trust Property in connection with any Environmental Laws or Hazardous Materials, and Trustor shall pay or reimburse, as applicable, all reasonable attorneys' fees and disbursements incurred by Beneficiary in connection therewith.

(c) Upon Beneficiary's request, at any time and from time to time, Trustor shall provide an inspection or audit of the Trust Property prepared by a licensed hydrogeologist, licensed environmental engineer or qualified environmental consulting firm approved by Beneficiary assessing the presence or absence of Hazardous Materials on, in or near the Trust Property. The costs and expenses of such audit or inspection shall be paid by Trustor. Such inspections and audit may include soil borings and ground water monitoring. If Trustor fails to provide any such inspection or audit within thirty (30) days after such request, Beneficiary may but shall not be obligated to order same at Trustor's sole cost and expense, and Trustor hereby

grants to Beneficiary and its employees and agents access to the Trust Property and a license to undertake such inspection or audit.

(d) If any environmental site assessment report prepared in connection with such inspection or audit recommends that an operations and maintenance plan be implemented for any Hazardous Material, whether such Hazardous Material existed prior to the ownership or acquisition of the Trust Property by Trustor, or presently exists or is reasonably suspected of existing, Trustor shall cause such operations and maintenance plan to be prepared and implemented at its expense upon request of Beneficiary, and with respect to any Toxic Mold, Trustor shall take all action necessary to clean and disinfect any portion of the Improvements affected by Toxic Mold in or about the Improvements, including providing any necessary moisture control systems at the Trust Property. If any investigation, site monitoring, containment, cleanup, removal, restoration or other work of any kind is reasonably necessary under an applicable Environmental Law ("Remedial Work"), Trustor shall commence all such Remedial Work within thirty (30) days after demand by Beneficiary and thereafter diligently prosecute to completion all such Remedial Work within such period of time as may be required under any Legal Requirement. All Remedial Work shall be performed by licensed contractor(s) or subcontractor(s) approved in advance by Beneficiary and under the supervision of a consulting engineer approved by Beneficiary. All costs of such Remedial Work shall be paid by Trustor, including Beneficiary's reasonable attorneys' fees and disbursements incurred in connection with the monitoring and review of such Remedial Work. If Trustor does not timely commence and diligently prosecute to completion the Remedial Work, Beneficiary may (but shall not be obligated to) cause such Remedial Work to be performed at Trustor's cost and expense. Notwithstanding the foregoing, Trustor shall not be required to commence such Remedial Work within the above specified time period: (x) if prevented from doing so by any Governmental Authority, (y) if commencing such Remedial Work within such time period would result in Trustor or such Remedial Work violating any Environmental Law, or (z) if Trustor, at its expense and after prior written notice to Beneficiary, is contesting by appropriate legal, administrative or other proceedings, conducted in good faith and with due diligence, the need to perform Remedial Work. Trustor shall have the right to contest the need to perform such Remedial Work, provided that, (1) Trustor is permitted by Environmental Laws to delay performance of the Remedial Work pending such proceedings, (2) neither the Trust Property nor any portion thereof or interest therein will be sold, forfeited or lost if Trustor fails to promptly perform the Remedial Work being contested, and if Trustor fails to prevail in such contest, Trustor would thereafter have the opportunity to perform such Remedial Work, (3) Beneficiary would not, by virtue of such contest, be exposed to any risk of any civil liability for which Trustor has not furnished additional security, as provided in clause (4) below, or to any risk of criminal liability, and neither the Trust Property nor any interest therein would be subject to the imposition of any Lien for which Trustor has not furnished additional security as provided in clause (4) below, as a result of the failure to perform such Remedial Work and (4) Trustor shall have furnished to Beneficiary additional security in respect of the Remedial Work being contested and the loss or damage that may result from Trustor's failure to prevail in such contest in such amount as may be reasonably requested by Beneficiary but in no event less than 125% of the cost of such Remedial Work as estimated by Beneficiary and any loss or damage that may result from Trustor's failure to prevail in such contest.

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(e) Trustor shall not install or permit to be installed on the Trust Property any underground storage tank.

(f) In the event any environmental report delivered to Beneficiary in connection with the Loan recommends the development of or continued compliance with an operation and maintenance program for the Trust Property (including with respect to the presence of asbestos and/or lead-based paint) ("O & M Program"), Trustor shall develop (or continue to comply with, as the case may be) such O & M Program and shall comply in all material respects with the terms and conditions of the O & M Program.

17. Casualty and Condemnation.

(a) In case of loss or damage by fire or other casualty to the Trust Property, Beneficiary may, in its sole discretion, settle and adjust any claim under any applicable Policy or allow Trustor to settle such claim. In either event, the Beneficiary shall collect all Proceeds paid by reason of such loss or damage, and will make such Proceeds available to Trustor for the purpose of restoring, repairing, replacing or rebuilding the Trust Property (each, following such loss or damage or following any Taking, a "Restoration"; and "Restore" shall have the correlative meaning) of the Trust Property, subject to the following conditions:

(i) the plans and specifications for the Restoration of the Trust Property shall be subject to the prior written approval of Beneficiary; and

(ii) in the event Beneficiary determines, in its sole discretion, that the insurance proceeds are insufficient to complete the Restoration of the Trust Property in accordance with the plans and specifications approved by Beneficiary, Trustor shall deposit with Beneficiary, within a period of forty-five (45) days after written demand therefor, such additional funds as shall be deemed necessary by Beneficiary to so complete the Restoration of the Trust Property; and

(iii) the Proceeds disbursed do not exceed 100% of the costs incurred in the Restoration of the Trust Property;

(iv) the Proceeds will be disbursed under procedures established by Beneficiary for disbursement of construction loans, and Beneficiary shall be entitled to a reasonable and customary administrative fee for every disbursement or partial disbursement of Proceeds made;

(v) Trustor shall be responsible for the payment of, and shall reimburse Beneficiary for, all documented Third Party costs and expenses incurred by Beneficiary, including, but not limited to, reasonable consulting, engineering, architectural and legal fees and travel expenses;

(vi) the net operating income from the Trust Property shall, in Beneficiary's sole discretion, be sufficient to continue to service the Loan; and

(vii) at the time of the occurrence of such casualty, and at the time any such disbursement of Proceeds is sought, neither Trustor nor any other Loan Party is in default hereunder or under the Loan Agreement or under any other Loan Documents.

(b) If in the opinion of Beneficiary, the Proceeds together with any additional funds deposited by Trustor, are insufficient to permit Restoration of the Trust Property, Beneficiary may apply the Proceeds to the reduction of the Debt. If (i) the Proceeds are used for the Restoration of the Trust Property and (ii) any surplus shall exist after such Restoration, such surplus may, at the option of Beneficiary, be held and applied to the reduction of the Debt.

(c) In the event of a Taking, Trustor hereby assigns to Beneficiary all Awards and authorizes Beneficiary to collect and receive such Awards and to give receipts and acquittances therefor. Trustor hereby agrees, upon request, to make, execute and deliver any and all additional assignments and other instruments sufficient, necessary or proper for the purpose of assigning said Awards to Beneficiary free and clear of any Liens or encumbrances of any kind or nature whatsoever. In the event that all or substantially all of the Trust Property is Taken or in the event that less than all of the Trust Property is Taken and Beneficiary determines, in its sole discretion, that the Trust Property cannot be Restored to a condition which does not impair the Trust Property, then all Awards shall be applied by the Beneficiary to the payment and satisfaction of the Debt, including the reimbursement of all expenses incurred by the Beneficiary, and the balance of any remaining Awards, if there are any, shall be released to Trustor.

(d) If, prior to the receipt by Beneficiary of any Award, the Trust Property shall have been Transferred as a result of any foreclosure of this Deed of Trust, Beneficiary shall have the right to receive such Award to the extent of any deficiency found to be due upon such Transfer, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust shall have been sought, recovered or denied.

**18. Right to Cure Defaults.** Upon the occurrence of any Event of Default, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereunder, perform the obligations of Trustor and any other Loan Party under the Loan Documents in default in such manner and to such extent as Beneficiary may deem necessary to protect the Lien and security interest created hereby. Beneficiary is authorized to enter upon the Trust Property for such purposes or appear in, defend or bring any action or proceeding to protect its interests in and to the Trust Property or to foreclose this Deed of Trust or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by applicable Legal Requirements), with interest thereon at the then applicable default rate from the date on which such cost or expense was incurred by Beneficiary under this Paragraph 18 to the date of payment to Beneficiary, shall: (i) constitute a portion of the Debt, (ii) be secured by this Deed of Trust and the other Loan Documents, and (iii) be due and payable to Beneficiary upon demand.

## ARTICLE II. REMEDIES

### 19. Remedies.

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(a) Upon the occurrence of any Event of Default, under the Loan Agreement, or under any other Loan Document, in addition to any other rights, remedies and powers that Beneficiary may have under the Loan Documents or as permitted by Legal Requirements, Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Trustor and in and to the Trust Property, by Beneficiary itself or otherwise, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary, whether under the Loan Agreement, the other Loan Documents or any Legal Requirement:

(i) declare the entire Debt to be immediately due, payable and collectible regardless of maturity;

(ii) give such notice of default and of election to cause the Trust Property to be sold as may be required by law or as may be necessary to cause Trustee to exercise the power of sale granted herein; Trustee shall then record and give such notice of Trustee's sale as then required by law and, after the expiration of such time as may be required by law, may sell the Trust Property at the time and place specified in the notice of sale, as a whole or in separate parcels as directed by Beneficiary, or by Trustor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, all in accordance with applicable law. Trustee, from time to time, may postpone or continue the sale of all or any portion of the Trust Property by public declaration at the time and place last appointed for the sale and no other notice of the postponed sale shall be required unless provided by applicable law. Upon any sale, Trustee shall deliver its deed conveying the property sold, without any covenant or warranty, expressed or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof;

(iii) institute a proceeding or proceedings, judicial or nonjudicial, to the extent permitted by Legal Requirements, by advertisement or otherwise, for the complete foreclosure of this Deed of Trust, in which case the Trust Property may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(iv) with or without entry, to the extent permitted and pursuant to the procedures provided by Legal Requirements, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Debt not then due;

(v) sell for cash or upon credit the Trust Property and all estate, claim, demand, right, title and interest of Trustor therein and rights of redemption thereof, pursuant to the power of sale, to the extent permitted by Legal Requirements, or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by Legal Requirements;

(vi) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Decd of Trust, the Loan Agreement, or any other Loan Document;

(vii) recover judgment on the Loan Agreement and other Loan Documents either before, during or after any proceeding for the enforcement of this Decd of Trust;

(viii) if permitted by Legal Requirements, obtain a judgment for any deficiency remaining in the Debt after application of amounts received from the exercise of the rights provided in this Paragraph 19;

(ix) apply for the appointment of a trustee, receiver, liquidator or conservator of the Trust Property, without notice and without regard for the adequacy of any security for the Debt and without regard for the solvency of the Trustor or of any Person liable for the payment of the Debt;

(x) enforce Beneficiary's interest in the Leases and Rents and enter into or upon the Trust Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its, his, or her agents and employees therefrom, and thereupon Beneficiary may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with the Trust Property and conduct the business thereat; (B) complete any construction on the Trust Property in such manner and form as Beneficiary deems advisable; (C) make alterations, additions, renewals, replacements and improvements to or on the Trust Property; (D) exercise all rights and powers of Trustor with respect to the Trust Property, whether in the name of Trustor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive Rents; and (E) apply the receipts from the Trust Property to the payment of the Debt, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Policies, and Other Charges in connection with the Trust Property, as well as just and reasonable compensation for the services of Beneficiary, and its counsel, agents and employees;

(xi) require Trustor to pay monthly in advance to Beneficiary, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Trust Property occupied by Trustor, and require Trustor to vacate and surrender possession of the Trust Property to Beneficiary or to such receiver, and, in default thereof, evict Trustor by summary proceedings or otherwise; or

(xii) pursue such other rights and remedies as may be available at law or in equity or under the UCC or other applicable Legal Requirements, including the right to receive and/or establish a lock box for all Rents and proceeds from the Intangibles and any other receivables or rights to payments of Trustor relating to the Trust Property.

In the event of a sale or other Transfer, by foreclosure or otherwise, of less than all of the Trust Property, this Deed of Trust shall continue as a Lien on the remaining portion of the Trust Property.

(b) The proceeds of any sale or other Transfer made under or by virtue of this Paragraph 19, together with any other sums which then may be held by Beneficiary under this Deed of Trust, whether under the provisions of this paragraph or otherwise, shall be applied by Beneficiary to the payment of the Debt in such priority and proportion as Beneficiary in its sole discretion shall determine.

(c) Beneficiary may adjourn from time to time any sale or other Transfer by it to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or other Transfer for such adjourned sale or other Transfer; and, except as otherwise provided by any Legal Requirements, Beneficiary, without further notice or publication, may make such sale or other Transfer at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale(s) or other Transfer(s) pursuant hereto, Beneficiary, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, Transferring all estate, right, title and interest in and to the Trust Property and rights sold. Beneficiary is hereby irrevocably appointed the true and lawful attorney of Trustor, in its name and stead, to make all necessary Transfers of the Trust Property and rights so sold and for that purpose Beneficiary may execute all necessary instruments of Transfer, and may substitute one or more Persons with like power, Trustor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any sale(s) or Transfer(s) made under or by virtue of this Paragraph 19, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Trustor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Trustor and against any and all Persons claiming or who may claim the same, or any portion thereof, from, through or under Trustor.

(e) Upon any sale(s) or other Transfer(s) made under or by virtue of this Paragraph 19, whether made under a power of sale or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any portion thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale or other Transfer and costs of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust or any other Loan Document.

(f) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Trust 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 Trust Property or any portion thereof, or any Liens, rights, powers or remedies of Beneficiary hereunder, but such Liens, rights, powers and remedies of Beneficiary shall continue unimpaired as before.



(g) Beneficiary may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Paragraph 19 at any time before the conclusion thereof, as determined in Beneficiary's sole discretion and without prejudice to Beneficiary.

(h) In any action to foreclose this Deed of Trust or upon the occurrence of an Event of Default, the Beneficiary shall have the right to apply for the appointment of receiver, trustee, liquidator or conservator of the rents and profits of the Trust Property, and shall be entitled to the appointment of such receiver as a matter of right. Trustor hereby consents to such appointment and waives notice of any application thereof.

(i) Beneficiary may resort to any remedies and the security given by this Deed of Trust or in any other Loan Document in whole or in part, and in such portions and in such order as determined by Beneficiary in its sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by any Loan Document. The failure of Beneficiary to exercise any right, remedy or option provided in any Loan Document shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by any Loan Document. No acceptance by Beneficiary of any payment after the occurrence of any Event of Default and no payment or performance by Beneficiary of any obligation for which Trustor or any other Loan Party, as applicable, is liable hereunder shall be deemed to waive or cure any Event of Default, or Trustor's liability to pay such obligation. No sale or other Transfer of all or any portion of the Trust Property, no forbearance on the part of Beneficiary, and no extension of time for the payment of the whole or any portion of the Debt or any other indulgence given by Beneficiary to Trustor, shall operate to release or in any manner affect the interest of Beneficiary in the remaining Trust Property or the liability of Trustor to pay the Debt. No waiver by Beneficiary shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Beneficiary in exercising its rights and remedies under this Paragraph 19 (including reasonable attorneys' fees and disbursements to the extent permitted by Legal Requirements), shall be paid by Trustor within five (5) days after notice from Beneficiary, with interest at the then applicable default rate for the period after notice from Beneficiary, and such costs and expenses shall constitute a portion of the Debt and shall be secured by this Deed of Trust.

(j) The interests and rights of Beneficiary under the Loan Documents shall not be impaired by any indulgence or forbearance, including (i) any renewal, extension or modification which Beneficiary may grant with respect to any of the Debt, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Beneficiary may grant with respect to the Trust Property or any portion thereof or (iii) any release or indulgence granted to any maker, endorser, guarantor, pledgor, or surety of any of the Debt.

20. Right of Entry. In addition to any other rights or remedies granted under this Deed of Trust, Beneficiary and its agents and employees shall have the right to enter and inspect or audit the Trust Property at any reasonable time during the term of this Deed of Trust. Subject to the next sentence, the cost of such inspections or audits shall be borne by Trustor should Beneficiary determine that an Event of Default exists, including the cost of all follow up or additional investigations, audits, or inquiries deemed reasonably necessary by Beneficiary. The cost of such inspections and audits, if not paid for by Trustor within five (5) days after demand,

may be added to the principal balance of the Loan and this Deed of Trust and shall bear interest thereafter until paid at the then applicable default rate.

### ARTICLE III. MISCELLANEOUS

21. **Notices.** All notices, consents, approvals, demands, and requests required or permitted hereunder or under any other Loan Document (each, a "*Notice*") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by Notice to the other party):

|                    |   |
|--------------------|---|
| If to Beneficiary: | <b>WORLD BUSINESS LENDERS, LLC</b><br>101 Hudson St., 33rd Floor<br>Jersey City, NJ 07302<br>Attn: Robert M. Parles, Managing Director<br>Attn: Andy Occhino, General Counsel |
| If to Trustor:     | <b>VON T. LUTZ</b><br>1825 N. Grand Island Ave. Grand Island<br>NE 68803  |
| If to Trustor:     | <b>JOHN L. LUTZ A/K/A JOHN LOUIS LUTZ</b><br>521 W 40th Scottsbluff<br>NE69361  |

A Notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; or in the case of overnight delivery, upon the first attempted delivery on a business day.

22. **Security Agreement.** This Deed of Trust is both a real property Deed of Trust and a "security agreement" within the meaning of the UCC. The Trust Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Trust Property. In addition, in order to secure the prompt payment and performance of the Debt, Trustor hereby grants to Beneficiary a security interest in all of Trustor's right, title and interest, whether now owned or hereafter acquired or arising, in and to the following (each item having the meaning ascribed to such term in the UCC): (a) all accounts, (b) all chattel paper, (c) all equipment, (d) all fixtures, (e) all general intangibles, (f) all goods, (g) all instruments, (h) all inventory, (i) all deposit accounts and securities accounts, (j) all other portions of the Trust Property which may be subject to the UCC, and (k) all proceeds of any and all of the foregoing (collectively, the "*UCC Collateral*"). This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC. As such, this Deed of Trust covers all items of the UCC Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties

set forth in the first paragraph of this Deed of Trust. If an Event of Default shall occur, Beneficiary, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the UCC Collateral or any portion thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the UCC Collateral. Upon request or demand of Beneficiary, Trustor shall at its expense assemble the UCC Collateral and make it available to Beneficiary at a place acceptable to Beneficiary. Trustor shall pay to Beneficiary on demand any and all reasonable expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Beneficiary in protecting its interest in the UCC Collateral and in enforcing the rights hereunder with respect to the UCC Collateral. Any notice of sale, disposition, other Transfer, or other intended action by Beneficiary with respect to the UCC Collateral, sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Trustor. The proceeds of any disposition of the UCC Collateral, or any part thereof, may be applied by Beneficiary to the payment of the Debt in such priority and proportions as Beneficiary in its sole discretion shall determine. In the event of any change in name, identity or structure of Trustor, Trustor shall promptly notify Beneficiary thereof in writing and promptly after request shall prepare, execute, file and/or record or authorize Beneficiary to prepare, file and/or record, as applicable, such UCC forms as are necessary to maintain the priority of Beneficiary's Lien upon and security interest in the UCC Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Beneficiary shall require the preparation, filing and/or recording of additional UCC financing or continuation statements, Trustor shall promptly after request, file and record such UCC forms or continuation statements as Beneficiary shall deem necessary, and shall pay all reasonable expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Trustor's obligations under the Loan Documents. Trustor hereby authorizes Beneficiary at any time and from time to time to file any financing or continuation statements in any jurisdiction and with such filings offices as is necessary or desirable to establish or maintain the perfection and priority of the security interests granted in this Deed of Trust. Any such financing statements may indicate the collateral as "all assets of the debtor, including all goods that are or to become fixtures, whether now owned or hereafter acquired or arising" or using words of similar effect. Trustor hereby irrevocably appoints Beneficiary as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed or authorized only by Beneficiary, as secured party, in connection with the UCC Collateral covered by this Deed of Trust.

23. Actions and Proceedings. Beneficiary has the right to appear in and defend any action or proceeding brought with respect to the Trust Property and to bring any action or proceeding, in the name and on behalf of Trustor, which Beneficiary, in its sole discretion, decides should be brought to protect its or their interest in and Lien on the Trust Property. Beneficiary shall, at its option, be subrogated to the Lien of any deed of trust or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the full and indefeasible payment of the Debt.

24. Marshalling and Other Matters. Trustor hereby waives, to the extent permitted by Legal Requirements, the benefit of all appraisalment, valuation, stay, extension, reinstatement and

redemption laws now or hereafter in force and all rights of marshalling in the event of any sale or other Transfer hereunder of the Trust Property or any portion thereof or any interest therein. Further, Trustor hereby expressly waives any and all rights of redemption from the sale or other Transfer under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every Person acquiring any interest in or title to the Trust Property subsequent to the Effective Date and on behalf of all Persons to the extent permitted by applicable Legal Requirements. The Lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and, without limiting the generality of the foregoing, the Lien hereof shall not be impaired by (i) any acceptance by Beneficiary of any other security for any portion of the Debt, (ii) any failure, neglect or omission on the part of Beneficiary to realize upon or protect any portion of the Debt or any collateral security therefor or (iii) any release (except as to the property released), sale, Transfer, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any portion of the Debt or of any of the collateral security therefor (including, the Trust Property and any other collateral, including the Collateral (as defined in the Loan Agreement); and Beneficiary may foreclose, or exercise any other remedy available to Beneficiary under other Loan Documents without first exercising or enforcing any of its remedies under this Deed of Trust, and any exercise of the rights and remedies of Beneficiary hereunder shall not in any manner impair the Debt, the Liens created hereby or by any other Loan Document, or any of Beneficiary's rights and remedies thereunder.

25. **Inapplicable Provisions.** If any term, covenant or condition of this Deed of Trust is held to be invalid, illegal or unenforceable in any respect, this Deed of Trust shall be construed without such provision.

26. **Headings.** The paragraph headings in this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

27. **Duplicate Originals.** This Deed of Trust may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

28. **Homestead.** Trustor hereby waives and renounces all homestead and exemption rights provided by the Constitution and the laws of the United States or by any other Legal Requirement, in and to the Trust Property as against the collection of the Debt, or any portion thereof.

29. **Assignments.** Beneficiary shall have the right to assign or Transfer its rights under this Deed of Trust without limitation. Any assignee or Transferee shall be entitled to all the benefits afforded Beneficiary under this Deed of Trust including all rights contained in this Paragraph 29.

30. **Waiver of Jury Trial.** TRUSTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY IRREVOCABLY AND UNCONDITIONALLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST

WITH REGARD TO THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY TRUSTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY TRUSTOR.

31. Consents. Any consent or approval by Beneficiary in any single instance shall not be deemed or construed to be Beneficiary's consent or approval in any like matter arising at a subsequent date, and the failure of Beneficiary to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Beneficiary be estopped from exercising such right, power, remedy, consent or approval at any later date. Any consent or approval requested of and granted by Beneficiary pursuant hereto shall be narrowly construed to be applicable only to Trustor and the matter identified in such consent or approval and no other Person shall claim any benefit by reason thereof, and any such consent or approval shall not be deemed to constitute Beneficiary a venturer or partner with Trustor nor shall privity of contract be presumed to have been established with any such other Person. If Beneficiary deems it to be in its best interest to retain assistance of Persons, firms or corporations (including attorneys, title insurance companies, appraisers, engineers and surveyors) with respect to a request for consent or approval, Trustor shall reimburse Beneficiary for all costs reasonably incurred in connection with the employment of such Persons, firms or corporations.

32. Employee Benefit Plan. During the term of this Deed of Trust, unless Beneficiary shall have previously consented in writing, (i) Trustor shall take no action that would cause it to become an "employee benefit plan" as defined in 29 C.F.R. Section 2510.3-101, or "assets of a governmental plan" subject to regulation under the state statutes, and (ii) Trustor shall not transfer the Trust Property, or any portion thereof or interest therein, to any transferee that does not execute and deliver to Beneficiary its, his or her written assumption of the obligations of this Paragraph 32. Trustor shall protect, defend, indemnify and hold Beneficiary harmless from and against all loss, cost, damage and expense (including all attorneys' fees and disbursements, excise taxes and costs and expenses of correcting any prohibited transaction or obtaining an appropriate exemption) that Beneficiary may incur as a result of Trustor's breach of this Paragraph 32. The covenant and indemnity in this Paragraph 32 shall survive the extinguishment of the Lien of this Deed of Trust by foreclosure or action in lieu thereof; furthermore, the foregoing indemnity shall supersede any limitations on Trustor's liability under any of the Loan Documents.

33. GOVERNING LAW AND VENUE.

(a) WITH RESPECT TO MATTERS RELATING TO THE CREATION AND PERFECTION OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS DEED OF TRUST, AND TO PROCEDURES RELATING TO THE FORECLOSURE OF SUCH LIENS AND SECURITY INTERESTS, THIS DEED OF TRUST SHALL BE

GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROPERTY STATE, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE PROPERTY STATE, THE LAW OF THE LOAN AGREEMENT STATE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, SHALL GOVERN ALL OTHER MATTERS RELATING TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS, INCLUDING ALL MATTERS RELATING TO THE DEBT (INCLUDING THE ENFORCEMENT THEREOF) ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE LOAN AGREEMENT STATE, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(b) THE TRUSTOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE LOAN AGREEMENT STATE (AND THE PROPERTY STATE IF THE TRUST PROPERTY IS NOT LOCATED IN THE LOAN AGREEMENT STATE) IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS DEED OF TRUST AND/OR THE OTHER LOAN DOCUMENTS. IN ADDITION, THE TRUSTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION WHICH THE TRUSTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS DEED OF TRUST AND/OR THE OTHER LOAN DOCUMENTS BROUGHT IN ANY OF THE AFORESAID COURTS, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO PLEAD OR CLAIM THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

34. Joint and Several Liability. If Trustor consists of more than one Person, all liabilities and obligations of each such Trustor under this Deed of Trust, shall be joint and several.

35. Future Advances. This Deed of Trust is given (i) to secure the Debt and (ii) to wholly secure all future advances and/or future obligations of Trustor to Beneficiary whether now existing or hereafter incurred by reason of future advances or future obligations by Beneficiary and regardless of whether such advances or obligations were contemplated by the parties as of the Effective Date. Notice of the continuing grant under the Deed of Trust shall not be required to be stated on the face of any document evidencing the Debt or any Obligation nor shall such documents be required to otherwise specify that they were secured hereby. The maximum principal amount which may be secured by this Deed of Trust at any one time is \$50,000.00 plus interest (which may include interest on interest) and costs of collection. The period in which future advances may be made and future obligations may be incurred is the period between the Effective Date and that date which is thirty (30) years from the Effective Date. All future advances and future obligations shall be considered to be made pursuant to applicable Legal Requirements.

36. Trustee; Successor Trustee. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances

whatsoever, except if the result of Trustee's gross negligence or willful misconduct. Trustee shall not be personally liable in case of entry by him or anyone acting by virtue of the powers herein granted him upon the Trust Property for debts contracted or liability or damages or damages incurred in the management or operation of the Trust Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder or believed by him to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties hereunder and to reasonable compensation for such of his services hereunder as shall be rendered. Trustor will, from time to time, reimburse Trustee for and save and hold him harmless from and against any and all loss, cost, liability, damage and reasonable expense whatsoever incurred by him in the performance of his duties. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by law) and Trustee shall be under no liability for interest on any monies received by him hereunder. Trustee may resign by giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to exercise the same when requested by Beneficiary or if for any or no reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall, without any formality or notice to Trustor or any other person, have full power to appoint a substitute trustee and, if Beneficiary so elects, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforementioned Trustee. Each appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the real property herein described, which instrument, executed and acknowledged by Beneficiary, shall (i) be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, (ii) duly assign and transfer all the estates, properties, rights, powers and trusts of Trustee so ceasing to act and (iii) be notice of such proper substitution and appointment to all parties in interest. In addition, such Trustee ceasing to act shall duly assign, transfer, and deliver any of the property and monies held by Trustee to the successor Trustee so appointed in its or his place. The Trustee may act in the execution of this trust and may authorize one or more parties to act on his behalf to perform the ministerial functions required of him hereunder, including without limitation, the transmittal and posting of any notices and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

#### ARTICLE IV. STATE SPECIFIC PROVISIONS

37. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article IV and the other terms and conditions of this Deed of Trust, the terms and conditions of this Article IV shall control and be binding.

38. Acceleration Remedies.

(a) At any time during the existence of an Event of Default, Beneficiary, at Beneficiary's option, may declare the Debt to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Deed of Trust, the Loan Agreement or in any other Loan Document. Trustor

acknowledges that the power of sale granted in this Deed of Trust may be exercised by Beneficiary without prior judicial hearing. Trustor has the right to bring an action to assert the non-existence of an Event of Default or any other defense of Trustor to acceleration and sale. Beneficiary will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports.

(b) If the power of sale is invoked, Trustee will record a notice of default in each county in which the Mortgaged Property is located and will mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. Trustee will give notice of sale and Trustee will sell the Trust Property according to the laws of Nebraska. Trustee may sell the Trust Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any part of the Trust Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Trust Property at any sale.

(c) Trustee will deliver to the purchaser at the sale, within a reasonable time after the sale, a deed conveying the Trust Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in Trustee's deed. Trustee will apply the proceeds of the sale in the following order: (i) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, attorneys' fees and costs of title evidence; (ii) to the Debt in such order as Beneficiary, in Beneficiary's discretion, directs; and (iii) the excess, if any, to the person or persons legally entitled thereto.

39. **Reconveyance.** Upon payment of the Debt, Beneficiary will request Trustee to reconvey the Trust Property and will surrender this Deed of Trust and the Loan Agreement to Trustee. Trustee will reconvey the Trust Property without warranty to the person or persons legally entitled thereto. Such person or persons will pay Trustee's reasonable costs incurred in so reconveying the Trust Property.

40. **Substitute Trustee.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. Without conveyance of the Trust Property, the successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

41. **Request For Notices.** Trustor, for itself and for each party hereto, hereby requests a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at the applicable addresses stated in the first paragraph on page one of this Deed of Trust.

42. **WAIVER OF JURY TRIAL.**

(a) **TRUSTOR AND BENEFICIARY EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS DEED OF TRUST OR THE RELATIONSHIP BETWEEN THE PARTIES AS TRUSTOR AND BENEFICIARY THAT IS TRIABLE OF RIGHT BY A JURY.**



(b) TRUSTOR AND BENEFICIARY EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

43. TRUE AND CORRECT COPY. TRUSTOR HEREBY DECLARES THAT TRUSTOR HAS READ THIS DEED OF TRUST, HAS RECEIVED A COMPLETELY FILLED-IN COPY OF IT WITHOUT CHARGE THEREFOR, AND HAS SIGNED THIS DEED OF TRUST AS OF THE EFFECTIVE DATE.

#### ARTICLE V. DEFINITIONS; PRINCIPLES OF CONSTRUCTION

44. **Definitions.** The following terms have the meanings set forth below:

**Affiliate:** as to any Person, any other Person (i) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; or (ii) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or (iii) ten percent (10%) or more of the direct or indirect ownership of which is beneficially owned or held by such Person; or (iv) which is a member of the family (as defined in Section 267(c)(4) of the Bankruptcy Code) of such Person or which is a trust or estate, the beneficial owners of which are members of the family (as defined in Section 267(c)(4) of the Bankruptcy Code) of such Person; or (v) which directly or indirectly is a general partner, controlling shareholder, managing member, officer, director, trustee or employee of such Person.

**Award(s):** award(s) heretofore or hereafter made for damages suffered or compensation paid by reason of a Taking.

**Bankruptcy Proceeding:** with respect to any Person, any petition by or against such Person under the Bankruptcy Code or any state or other federal bankruptcy or insolvency law, or the liquidation of all or a major portion of the assets or properties of such Person.

**Condemnation:** any condemnation or eminent domain proceeding affecting the Trust Property.

**Control:** with respect to any Person, either (i) ownership directly or indirectly of fifty percent (50%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise; and the terms "Controlled", "Controlling" and "common Control" shall have correlative meanings.

**Environmental Laws:** any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Substances Transportation Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control

Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, any state super-lien and environmental clean-up statutes, any other federal or state or local law requiring related permits and licenses and all amendments to and regulations in respect of the foregoing.

**Governmental Authority:** any court, board, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) now or hereafter in existence.

**Hazardous Materials:** hazardous, toxic and/or dangerous substances, Toxic Mold, or any other substances or materials which are included under or regulated by Environmental Laws.

**Legal Requirements:** statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any Governmental Authority (including those regarding fire, health, handicapped access, sanitation, ecological, historic, zoning, environmental protection, wetlands and building laws and the Americans with Disabilities Act of 1990, Pub. L. No. 89-670, 104 Stat. 327 (1990), as amended, and all regulations promulgated pursuant thereto) affecting Trustor, any Loan Document, or all or part of the Trust Property or the construction, ownership, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to Trustor, at any time in force affecting all or part of the Trust Property.

**Lien:** any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, easement, restrictive covenant, preference, assignment, security interest, or any other encumbrance, charge or Transfer of, or any agreement to enter into or create any of the foregoing, on or affecting all or any portion of the Trust Property or any interest therein, or any direct or indirect interest in Trustor, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing or continuation statement, and any mechanic's, materialmen's and other similar liens and encumbrances.

**Loan Agreement State:** the state whose law governs the Loan Agreement, as more specifically set forth therein.

**Loan Party(ies):** collectively and jointly and severally, Trustor, and any other Person obligated to Beneficiary either directly or as a co-obligor or surety with respect to the Debt or any portion thereof as a signatory to any Loan Document.

**Other Charges:** all ground rents, maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Trust Property, now or hereafter levied or assessed or imposed against the Trust Property or any portion thereof.

**Person:** any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**Policy:** any policy of insurance affecting Trustor or the Trust Property as required hereunder or under the other Loan Documents.

**Proceeds:** the proceeds of any Policy.

**Property State:** the state where the Trust Property is located.

**Taking:** a taking by eminent domain, change of grade of streets, or other injury to, or decrease in the value of, the Trust Property by any public or quasi-public authority or corporation; and "Take" and "Taken" shall have the correlative meanings.

**Taxes:** all real estate and personal property taxes, assessments, water rates and sewer rents, maintenance charges, impositions, vault charges and license fees, now or hereafter levied or assessed or imposed against all or part of the Trust Property.

**Third Party:** any Person that is neither Trustor, Beneficiary, nor any Affiliate of any of the foregoing.

**Transfer:** (i) any sale, conveyance, transfer, encumbrance, pledge, lease or assignment, or the entry into any agreement to sell, convey, transfer, encumber, pledge, lease or assign, whether by law or otherwise, of, on, in or affecting (x) all or part of the Trust Property (including any legal or beneficial direct or indirect interest therein) or (y) any direct or indirect interest in Trustor or (ii) any change of Control of Trustor.

45. **Principles of Construction.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words and definitions used in this Deed of Trust may be used interchangeably in singular or plural form; and the word "Trustor" shall mean "Trustor and any subsequent owner or owners of the Trust Property or any portion thereof or any interest therein," the word "Beneficiary" shall mean "Beneficiary and any subsequent holder of the Loan," the words "Trust Property" shall include all or any portion of the Trust Property and any interest or rights therein, the word "including" means "including but not limited to" and the words "attorneys' fees" shall include any and all attorney, paralegal, and law clerk fees (whether to a Third Party or charged by Beneficiary or any employee of Beneficiary or of any Affiliate of Beneficiary), including fees at the pre-trial, trial and appellate levels incurred or paid by Beneficiary in protecting its interest in the Trust Property and enforcing its rights hereunder, plus disbursements, costs and expenses. Unless otherwise specified, (i) all references to paragraphs, sections and schedules are to those in this Deed of Trust, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Deed of Trust as a whole and not to any particular provision, (iii) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, and (iv) accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, this Deed of Trust has been duly executed on the day and year first above written.

TRUSTOR: Von T. Lutz

x: Von T. Lutz

STATE OF Nebraska )

COUNTY OF Hall ) SS:

This instrument was acknowledged before me on 5-29-19 (date) by Von T. Lutz .

Lisa D. Gragg  
(Signature of notarial officer)  
Lisa D. Gragg  
(Seal, if any)

LISA D GRAGG  
General Notary - State of Nebraska  
My Commission Expires Aug 3, 2021

(Title and rank (optional))

IN WITNESS WHEREOF, this Deed of Trust has been duly executed on the day and year first above written.

TRUSTOR: John L. Lutz a/k/a John Louis Lutz

X: John L. Lutz a/k/a John Louis Lutz

STATE OF Nebraska )  
COUNTY OF Scotts Bluff ) SS:

This instrument was acknowledged before me on 28<sup>th</sup> day of May 2019 (date) by John L. Lutz a/k/a John Louis Lutz .

[Signature]  
(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))



SCHEDULE A

Legal Description

The following described real estate (as defined in Neb. Rev. Stat. 76-201 ):

The Southwest Quarter of Section 33, Township 17, North, Range 15, West of the 6th P.M.,  
Valley County, Nebraska.

Being and all the same premises conveyed in Deed Book 96 Page 22.

Excepting a tract of land lying in the southwest Quarter of the Southwest Quarter (SW1/4  
SW1/4) of Section Thirty-Three (33), Township Seventeen (17) North, Range Fifteen (15) West  
of the Sixth (6th) Principal Meridian, containing 1.7 acres, more or less, and described by metes  
and bounds in a Land Purchase Contract from said parties of the first part of the United States of  
America, dated July 11, 1960, and recorded on August 1, 1960, in Book 24, on Page 255, Office  
of the County Clerk, Valley County Nebraska.

Parcel Id#: 880037070

Property Address: Section 33, Yale Township Valley, Valley, NE

Commonly Known As:

Sec. 33, Yale Township, Valley, Nebraska - (APN: 880037070)

Parcel ID:

880037070

Prepared by:

Name:

Mailing Address:

Exhibit "B"

ADDENDUM TO DEED OF TRUST From  
John L. Lutz, TO  
WORLD BUSINESS LENDERS, LLC ITS SUCCESSORS AND/OR  
ASSIGNS  
BENEFICIARY

This Deed of Trust is given in the form of hypothecated security in that it is given to secure the debt of another, to wit: the indebtedness evidenced by the Promissory Note dated May 29, 2019, in the amount of \$50,000.00 which is made and delivered by New Beginnings Family Services, LLC (hereby referred to as "Borrower") to and for the benefit of Beneficiary. John L. Lutz (hereinafter referred to as "Owner") will derive a material and direct benefit from the loan evidenced by the Note, and in accordance therewith, Owner agrees that such interest and benefit are sufficient consideration to support the Deed of Trust. In the event of a default by Borrower under the Note, Owner expressly acknowledges, covenants, and agrees that Beneficiary shall have all rights and remedies hereunder as set forth for default just as if Owner had executed the Note. Further, in the event of default under the Note, it shall likewise be deemed an event of default hereunder giving rise to all rights and remedies as set forth herein for default. Owner expressly agrees that, upon such default, Beneficiary may elect to enforce any rights and remedies which it may have under this Deed of Trust. The foregoing provisions are set forth and made by Owner as an inducement to Beneficiary to enter into the loan transaction secured hereby.

\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE AND ACKNOWLEDGEMENT PAGE TO FOLLOW\*\*

Trustor: John L. Lutz a/k/a John Louis Lutz

By John Lutz aka John Louis Lutz

Individual Acknowledgment

STATE OF Nebraska  
COUNTY OF Scotts Bluff

This instrument was acknowledged before me on this 28<sup>th</sup> day of May, 2019  
by John L. Lutz AKA John Louis Lutz

Janice E. Rahmig  
Notary Public for NE

My commission expires: 7-11-20

General Notary - State of Nebraska  
JANICE E. RAHMIG  
My Comm. Exp. July 11, 2020.



**SCHEDULE A**

**Legal Description**

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Excepting a tract of land lying in the southwest Quarter of the Southwest Quarter (SW1/4  
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of the Sixth (6th) Principal Meridian, containing 1.7 acres, more or less, and described by metes  
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of the County Clerk, Valley County Nebraska.

Parcel Id#: 880037070

Property Address: Section 33, Yale Township Valley, Valley, NE

Commonly Known As:

Sec. 33, Yale Township, Valley, Nebraska - (APN: 880037070)

Parcel ID:

880037070

Prepared by:

Name:

Mailing Address: