


FILED SARPY CO. NE.
INSTRUMENT NUMBER

2019-08354

2019 May 01 09:12:23 AM



County Clerk/Register of Deeds
Deb Houghtaling



COUNTER <u>JB</u>
VERIFY <u>JB</u>
FEES \$ <u>28.00</u>
CHG <u>SFILE</u>
SUBMITTED <u>TITLECORE NATIONAL, LLC</u>

Please return to:

Koley Jessen P.C., L.L.O.
1125 S. 103rd Street, Suite 800
Omaha, NE 68124
Attn: Daniel Murow

DEED OF TRUST

THIS DEED OF TRUST (this "Deed of Trust") is made and entered into as of April 30, 2019, by **Highway 370 HQ, LLC**, a Nebraska limited liability company, whose address is 1125 S. 103rd Street, Suite 800, Omaha, NE 68124 (hereinafter "Trustor"); TO AND IN FAVOR OF **Daniel S. Murow**, an individual, whose address is 1125 S. 103rd Street, Suite 800, Omaha, NE 68124 as Trustee (hereinafter "Trustee"), FOR THE BENEFIT OF **WDD, Inc.**, a Nebraska corporation, whose address is 9845 S. 142nd Street, Omaha, NE 68138, as Beneficiary (hereinafter "Beneficiary").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, certain financial benefits that Trustor will derive directly or indirectly from the funds advanced pursuant to the Note (as defined below), Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, and hereby grants to Beneficiary a security interest in, all of the real property located in Sarpy County, Nebraska and described in Exhibit "A" attached hereto (the "Property").

1. Secured Obligations. This Deed of Trust is given to secure payment of the loan evidenced by that certain Promissory Note in the original principal amount of \$1,866,905.32 from Trustor in favor of Beneficiary, dated of even date herewith (the "Note") and interest thereon according to the terms of the Note (the "Secured Obligations").

2. Reconveyance by Trustee. If Trustor pays the principal and interest secured by this Deed of Trust, performs the other obligations secured by this Deed of Trust and the conditions of any prior trust deed or mortgage, pays all taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this Deed of Trust will be void and Beneficiary will take all necessary action to release and reconvey this Deed of Trust. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

3. Default. Failure by Trustor to punctually perform or observe any other agreement contained in this Deed of Trust or the Note shall constitute an event of default (an "Event of Default") under this Deed of Trust. Trustee and Beneficiary shall each be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this Deed of Trust, under the Note, or under any other agreement with Trustor or any laws now or hereafter in force.

4. Requests for Notice. Trustor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at Trustor's address set forth in herein. Trustee and Beneficiary hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property either prior to, or subsequent to the date this Deed of Trust is recorded be mailed to each at the addresses set forth herein.

5. Duties and Obligations of Trustee. (a) The duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee; (b) No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it in good faith and reliance thereon; (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion of rights or powers conferred upon it by this Deed of Trust; (e) Trustee shall not be responsible for the payment of any unpaid taxes on the Property due and owing at the time of the sale of all or any part of the Property.

6. Miscellaneous. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, respective personal or legal representatives, successors and assigns. All references to the term "beneficiary" herein shall mean the owner and holder of the Note, whether or not named as beneficiary herein. This Deed of Trust shall be governed by Nebraska law. If any provision or any clause of this Deed of Trust conflicts with applicable laws, such conflicts shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. If more than one person comprises Trustor, all obligations of Trustor hereunder shall be joint and several. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nebraska.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

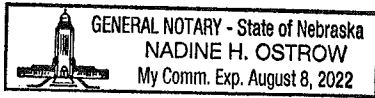
IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first above written.

Highway 370 HQ, LLC, a Nebraska limited liability company

By: *Bennett Ginsberg*
Bennett Ginsberg, its Sole Member

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing Deed of Trust was acknowledged before me on this 30th day of April, 2019, by Bennett Ginsberg, the Sole Member of Highway 370 HQ, LLC on behalf of the limited liability company.



Nadine H. Ostrow
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, 370 North Replat One, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.