



MTG Inst. # 2018073134, Pg: 1 of 7 Rec Date: 09/13/2018 10:44:31.690  
Fee Received: \$46.00 Electronically Recorded By: CC  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Record and return to:  
Rochelle A. Mullen  
Cline Williams Law Firm  
12910 Pierce Street, Suite 200  
Omaha, NE 68144

RETURN TO:  
Integrity Title Services  
105 N 31st Ave., Ste 214  
Omaha, NE 68131

**DEED OF TRUST**

THIS DEED OF TRUST is dated September 11, 2018, and is made by Riverview Properties, L.L.C., a Nebraska limited liability company ("Trustor"), whose mailing address is 115 Hickory Street, Omaha, Nebraska 68108, to Trent R. Sidders, an attorney and member of the Nebraska State Bar Association, as trustee (together with all successors in such capacity, collectively, "Trustee"), whose mailing address is 233 South 13<sup>th</sup> Street, Suite 1900, Lincoln, Nebraska, 68508, for the benefit of Dana Partnership LLP, ("Beneficiary"), whose mailing address is, 105 N. 31<sup>st</sup> Avenue, Omaha, Nebraska 68131.

1. **Conveyance.** Trustor irrevocably grants, transfers, conveys and assigns to Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property, described as follows:

**Parcel A:** Part of Lots 4, 5, 6, 7 and 12, and all of Lots 9, 10 and 11, and the vacated alley between said lots, in Block 438, part of Lots 2, 7, 15, 19 and 20 and all of Lots 3, 4, 5, 6, 16, 17 and 18, and the vacated alley between said lots, in Block 443, part of Lots 5, 16 and 17, all of Lots 1, 2, 3, 4, 18, 19 and 20, and the vacated alleys between said lots, in Block 448, and that portion of vacated Pine Street and vacated Hickory Street adjoining said lots, all in Grandview, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows: Beginning at the Southeast corner of said Lot 20, Block 448; thence North 02°16'18" West (assumed bearing), along the East line of said Lots 20 and 1, a distance of 2015.00 feet, to the Northeast corner of said Lot 1; thence North 27°52'35" West, along the West right-of-way line of the East Omaha Drainage District, a distance of 76.17 feet; thence South 86°27'20" West, along said right-of-way, a distance of 10.00 feet; thence North 20°40'07" West, along said right-of-way, a distance of 120.00 feet; thence North 86°27'20" East, along said right-of-way, a distance of 20.00 feet; thence North

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20°40'07" West, along said right-of-way, a distance of ~~1409.1~~ feet, said point being 22.20 feet Northwesterly of the South right-of-way of vacated Pine Street, measured along said levy right-of-way; thence North 15°42'06" West, along said right-of-way, a distance of 261.44 feet, to a point 15.00 feet South of the North line of Lot 4, Block 438; thence South 87°24'08" West, along a line 15.00 feet South of and parallel to the North line of said Block 438, a distance of 151.91 feet; thence South 01°16'25" East, along a line 18.00 feet West of the East lines of Lots 7 and 8, Block 438, and an extension of said line, a distance of 239.39 feet, to a point on the center line of vacated Pine Street; thence South 87°38'54" West, a distance of 7.50 feet; thence South 01°16'25" East, a distance of 31.85 feet, to a point on the Easterly right-of-way line of the Chicago, Burlington and Quincy Railroad; thence Southeasterly, on a 5,818.76 foot radius curve to the left, along the Easterly right-of-way of said railroad, an arc distance of 538.84 feet (said curve has a chord bearing South 18°36'59" East and a chord distance of 538.65 feet); thence North 88°01'43" East, along the South line of Lots 17, 18, 19 and 20, Block 448, a distance of 179.64 feet to the Point of Beginning;

AND

**Parcel B:** That part of Lot 15, in Block 448, in Grandview, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, lying West of said Chicago, Burlington and Quincy Railroad right-of-way, described as follows: Beginning at the Southwest corner of said Lot 15; thence North 01°58'17" West, along the West line of said Lot 15, a distance of 53.64 feet; thence Southwesterly, in a 5,918.77 foot radius curve to the left, an arc distance of 56.76 feet (said curve has a chord bearing of South 21°03'12" East and a chord distance of 56.76 feet); thence South 88°01'43" West, along the South line of said Lot 15, a distance of 18.57 feet to the Point of Beginning.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, and all existing and future improvements, structures, buildings, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

2. **Secured Debt.** This Deed of Trust shall secure the payment of the Secured Debt. The term "Secured Debt" consists of a Promissory Note (the "Note") of even date hereof, plus all additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest.

3. **Maximum Obligation Secured.** The total principal amount of the Secured Debt secured by this Deed of Trust at any one time shall not exceed \$307,457.19. This limitation of amount does not include interest, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary's security and to perform any of the covenants contained in this Deed of Trust.

4. **Payments.** Trustor shall make all payments on the Secured Debt when due and in accordance with the terms of the Note.

5. **Warranty of Title.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record, including without limitation those certain deeds of trust, easements and restrictions which are recorded against the Property.

6. **Claims Against Title.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust.

7. **Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees (i) to make all payments when due and to perform or comply with all covenants; and (ii) not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.

8. **Property Condition, Alterations and Inspection.** Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor will give Beneficiary prompt notice of any loss or damage to the Property.

9. **Default.** Trustor will be in default if any of the following occur:

- a. Trustor fails to make payment when due on the Secured Debt;
- b. A breach of any term or covenant in this Deed of Trust, the Note, or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;

- c. Trustor's sale or transfer of all or any part of the Property or an interest therein without Beneficiary's prior written consent;
- d. Trustor shall enter into any other mortgage, deed of trust, security agreement or other lien document that creates a security interest or encumbrance on the Property without securing Beneficiary's prior written consent;
- e. The death, dissolution, insolvency, bankruptcy or receivership proceeding of Trustor or of any person or entity obligated on the Secured Debt; or
- f. Any assignment by Trustor for the benefit of Trustor's creditors.

10. **Remedies on Default.** In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt (as applicable) and foreclose this Deed of Trust in a manner provided by law if Trustor is in default. At the option of Beneficiary, all or any part of the accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the Note, and this Deed of Trust.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale. Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, whether then due, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require

full and complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

11. **Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs.** Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Deed of Trust. Trustor will also pay on demand all of Beneficiary's expenses incurred in collecting, insuring, preserving or protecting the Property. Trustor agrees to pay all costs and expenses incurred by Beneficiary in enforcing or protecting Beneficiary's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Beneficiary agrees to release this Deed of Trust and Trustor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, and as permitted by law.

12. **Insurance.** Trustor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location and for an amount no less than the Secured Debt. If Trustor fails to maintain the coverage described herein, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property according to the terms of this Deed of Trust. Trustor shall immediately notify Beneficiary of cancellation or termination of the insurance. Beneficiary shall have the right to hold the policies and renewals. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made immediately by Trustor. Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to the Secured Debt.

13. **No Escrow for Taxes and Insurance.** Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow. If Trustor fails to make any such payment for taxes prior to delinquency, Beneficiary shall have the option to require Trustor to escrow taxes in advance.

14. **Successors and Assigns.** The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Trustor and Beneficiary.

15. **Notices.** Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth at the beginning of this Deed of Trust. Any

party may at any time change its address for such notices by delivering or mailing to the other parties a notice of such change.

16. **Request for Notice.** Beneficiary hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth at the beginning of this Deed of Trust.


17. **Governing Law; Severability; Interpretation.** This Deed of Trust shall be governed by the laws of the State of Nebraska. This Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

18. **Successor Trustee.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

BY SIGNING BELOW, Trustor agrees to the terms and covenants contained in this Deed of Trust. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated on Page 1 above.

**TRUSTOR:**

RIVERVIEW PROPERTIES, L.L.C., a  
Nebraska limited liability company,

By:   
Steven M. Braithwaite, Member

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF DOUGLAS     )

ACKNOWLEDGED before me, a Notary Public, on this 11<sup>th</sup> day of September, 2018, by Steven M. Braithwaite, member of Riverview Properties, L.L.C., on behalf of the limited liability company.

S E A L

  
Notary Public

