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Prepared By and Return To:
Brent W. Beller, Esq.
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND
FIXTURE FINANCING STATEMENT**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT (this "Deed of Trust") is made by **610 SOUTH 14TH STREET LLC**, a Nebraska limited liability, and **MICHAEL BRANNAN**, an individual, whose collective mailing address is 4524 Farnam Street, Omaha, Nebraska 68132 (collectively, the "**Trustor**"), to Brent W. Beller, Esq., as trustee under this Deed of Trust, whose mailing address for purposes of this Deed of Trust is 1700 Farnam St., 1500 Woodmen Tower, Omaha, NE 68102 ("**Trustee**"), for the benefit of **ERIC HOCHSTEIN**, an individual, whose mailing address is 1502 Jones Street, #502, Omaha, Nebraska 68102 ("**Beneficiary**").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor, irrevocably 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, all of Trustor's right, title and interest in and to the real property legally described on Exhibit A attached hereto and incorporated herein by this reference, together with, all rents, easements, appurtenances, hereditaments, interests in adjoining roads, improvements and tenements of any kind now or hereafter situated thereon (collectively, the "**Property**"), but subject to (i) all covenants, reservations, restrictions, easements and other agreements now of record; (ii) zoning regulations and other ordinances of the governing municipalities and authorities in which the Property is located; and (iii) all real estate taxes, and special assessments hereafter levied and assessed; to have and to hold the Property upon and subject to the terms and conditions of this Deed of Trust.

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THIS DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING THE FOLLOWING (individually and collectively, the "**Obligations**"):.

(a) payment of an indebtedness owing from Trustor to Beneficiary pursuant to the terms of that certain promissory note dated as of the date hereof from Trustor to Beneficiary in the original principal amount of Two Hundred Ten Thousand and NO/100 Dollars (\$210,000.00) (the "**Note**");

(b) payment of all sums advanced by Beneficiary to protect the Property, with interest thereon at the default rate of interest set forth in the Note;

(c) performance of each agreement of Trustor contained herein or incorporated herein by reference or contained in any other instruments, agreements or covenants executed by Trustor relating to the loan secured hereby; and

(d) payment with interest thereon, of any other present or future indebtedness or obligation of Trustor owing to Beneficiary, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of execution of this Deed of Trust or arising thereafter.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY AGREES AS FOLLOWS:

Section 1. Payment of Indebtedness. Trustor shall pay when due all installments of the principal of, and the interest on, the indebtedness evidenced by the Note, and all charges, fees and all other sums as provided in the Note and this Deed of Trust.

Section 2. Taxes. Trustor shall pay to the order of Beneficiary, and shall indemnify and hold harmless Trustee and Beneficiary from, each installment of all taxes and special assessments of every kind, now or hereafter levied and assessed against the Property or upon this Deed of Trust or the indebtedness secured hereby, before delinquency, without notice or demand, and shall, upon request from Trustee or Beneficiary, provide evidence of the payment of same.

Section 3. Insurance and Repairs.

(a) Trustor shall maintain such insurance as Beneficiary may reasonably require insuring any improvements and buildings hereafter constituting any part of the Property in form, amounts and coverages and with insurance companies acceptable to Beneficiary, and, in any event, in an amount sufficient to prevent the operation of any co-insurance provisions in such policies. Such insurance policies shall contain a standard mortgagee clause in favor of Beneficiary. In the event of any loss or damage to the Property, all insurance proceeds payable as a result thereof shall be paid to Beneficiary. Such proceeds may, at Beneficiary's sole election, be applied toward payment of the Obligations, whether or not then due, or toward payment for repair and restoration of the Property. If the Beneficiary elects to allow such proceeds to be used for the repair or reconstruction of the Property, Beneficiary may attach such conditions upon the use and disbursement of such proceeds as Beneficiary deems appropriate.

(b) Trustor shall promptly repair, maintain and replace the Property and any part thereof so that, except for ordinary wear and tear, the Property shall not deteriorate. The Property shall be maintained in a clean and neat condition. In no event shall Trustor commit waste on or to the Property or abandon the Property.

Section 4. Actions Affecting Property. Trustor shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or do any act as and in the manner provided in the Note, or this Deed of Trust, Beneficiary and/or Trustee, each in their own discretion, without obligation to do so and after written notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their respective interest in and to the Property. Trustor shall, immediately upon demand therefor by Beneficiary or Trustee, pay all costs and expenses incurred by Beneficiary or Trustee in connection with the exercise by Beneficiary or Trustee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

Trustor will not conduct, permit, or authorize the generation, storage, treatment, or disposal of any friable asbestos, hazardous waste, or toxic substance on or in a location that will adversely affect the property and shall promptly provide Beneficiary with written notice of its obtaining knowledge of any release of any hazardous or toxic material or oil at or from the Property.

Section 5. Transfers of the Property. Except as allowed under this Section 5, if Trustor sells, exchanges, conveys, alienates, assigns, disposes of, encumbers, pledges, or transfers all or any portion of the Property (except as hereinafter provided), or if Trustor executes any agreement or contract creating any right to or any equitable interest in the title to the Property or any part thereof, or executes any agreement or contract granting a possessory right in the Property or any part thereof (including, without limiting the generality of the foregoing, outright conveyance, conveyance or alienation by land installment contract or contract for deed, alienation by lease or rental agreement with an option to purchase, and the granting of deeds of trust, mortgages, liens, and security interests subordinate to this Deed of Trust), then at Beneficiary's option the unpaid remainder of the Note and all of the sums secured by this Deed of Trust shall be immediately and automatically due and payable in full, and Beneficiary may invoke any remedies permitted by law and/or this Deed of Trust. The conveyance or transfer of Trustor's interest in the Property as a result of foreclosure of a subordinate lien or a security interest or a transfer by operation of law (except a transfer by devise or descent or operation of law upon the death of the Trustor) shall constitute a transfer subject to this Section 5.

Section 6. Protection of Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Beneficiary therein, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums and take such actions as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including, but not limited to, (a) disbursement of attorneys' fees, (b) entry upon the property to make repairs or otherwise to protect the same as security for the indebtedness secured by this Deed of Trust, and (c) procurement of satisfactory insurance as provided in this Deed of Trust. Any amounts disbursed by Beneficiary pursuant to this Section 6 shall become additional indebtedness of Trustor secured by this Deed of Trust.

Section 7. Eminent Domain. Should the Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner including a deed in lieu of condemnation, or should Trustor receive any notice or other information regarding any such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor not exceeding the amount then due or to be due under the Note. Beneficiary shall be entitled, at its sole option, to commence, appear in and prosecute in its own name any such action or proceedings. All such compensation, awards, damages,

rights of action and proceeds awarded to Trustor (not exceeding the amount then due to Beneficiary pursuant to the Note) (the "**Proceeds**") are hereby assigned to Beneficiary and Trustor shall execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

Section 8. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Note, or any other loan document between Trustor and Beneficiary.

Section 9. Assignment of Rents. Trustor assigns and transfers to Beneficiary, and grants a security interest to Beneficiary in, all of the present, future or after-arising rents and revenues of the Property due by virtue of any leases, other licenses, or agreements for the occupancy or use of all or any part of the Property. Trustor authorizes Beneficiary to collect all rents and revenues and hereby directs each tenant of the Property to pay rents directly to Beneficiary; provided, however, that prior to the occurrence of an Event of Default under this instrument, Trustor shall have a license to collect and receive all rents and revenues of the Property and to enjoy the use thereof. It is the intent of Trustor and Beneficiary that this assignment of rents constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. After the occurrence of an Event of Default under this instrument and so long as such Event of Default shall be continuing, and without the necessity of Beneficiary entering upon and taking full control of the Property, in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property both past due and unpaid and as they become due and payable. After the occurrence of an Event of Default under this Deed of Trust and so long as such Event of Default shall be continuing, all such rents held, or thereafter received, by Trustor shall be held as trustee for the benefit of Beneficiary only. After the occurrence of an Event of Default under this instrument and so long as such Event of Default shall be continuing, Trustor agrees that each tenant of the Property shall be entitled to pay rents directly to Beneficiary on Beneficiary's written demand to each tenant delivered to each tenant personally or by mail, without any obligation on the part of any tenant to inquire as to the existence of a default by Trustor.

Section 10. Security Agreement. This Deed of Trust is both a real property deed of trust and a "security agreement" within the meaning of the Uniform Commercial Code in the State of Nebraska (the "UCC"). The Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of Trustor in the Property. TRUSTOR HEREBY GRANTS TO BENEFICIARY, AS SECURITY FOR THE OBLIGATIONS, A SECURITY INTEREST IN THE PROPERTY TO THE FULL EXTENT THAT THE PROPERTY MAY BE SUBJECT TO THE UCC (said portion of the Property so subject to the UCC being called in this paragraph the "**Collateral**"). If an Event of Default shall occur and be continuing, 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 Collateral or any part thereof, and to take such other measures as Beneficiary may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. Trustor shall pay to Beneficiary on demand any and all out-of-pocket expenses, including attorneys' fees and expenses, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Beneficiary to the payment of the Obligations in such priority and proportions as determined by Beneficiary.

Section 11. Fixture Financing Statement. This Deed of Trust constitutes a fixture financing statement pursuant to the UCC. For purposes of this Section 11, the following information is included:

(1) the Trustor shall be deemed the "Debtor" with the address set forth for the Trustor on the first page of this Deed of Trust which the Trustor certifies is accurate; (2) the Beneficiary shall be deemed to be the "Secured Party" with the address set forth for the Beneficiary on the first page of this Deed of Trust and shall have all of the rights of a secured party under the UCC; (3) this Deed of Trust covers goods which are or are to become fixtures, including any proceeds thereof; (4) the land upon which the fixtures are located is described in Exhibit "A" and (5) the name of the record owner of the Property is Debtor. The Debtor hereby authorizes the Beneficiary to file any fixture financing statements and terminations thereof or amendments or modifications thereto without the signature of the Debtor, where permitted by law.

Section 12. Events of Default. Any of the following events shall be deemed an "**Event of Default**" hereunder:

(a) If a breach of or a default under any term, covenant, agreement, condition, provision, representation or warranty contained in this Deed of Trust occurs and Trustor fails to cure the same within any applicable cure period; or

(b) If any event of default occurs pursuant to the terms of the Note.

Section 13. Acceleration Upon Default, Additional Remedies. Should an Event of Default occur, then, subject to the provisions of the Nebraska Trust Deeds Act, Beneficiary may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become due and payable upon notice to Trustor. Thereafter Beneficiary, at its sole option, may exercise any rights and remedies allowed at law or in equity, including without limitation:

(a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or any interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine; the entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits; or

(b) authorize Trustee to exercise the power of sale and foreclose this Deed of Trust in accordance with the Nebraska Trust Deeds Act; or

(c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; or

(d) exercise any other right or remedy allowable at law or in equity or provided for herein or in the Note.

Section 14. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by authorizing Trustee to exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee true and correct copies of this Deed of Trust and the Note, and such receipts and evidence of

expenditures made and secured hereby as Trustee may require. Thereafter, and only in accordance with or as permitted by the Nebraska Trust Deeds Act:

(a) upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and notice of sale and any other notice or document or instrument as then required by law and/or by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation and/or delivery of such notice of default, notice of sale and/or any other notice required by law, sell the Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Beneficiary (but specifically excluding the Trustor), may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers; and

(b) after deducting all costs, fees and expenses of Trustee and those allowed or permitted by the Note, including attorneys fees and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate of interest set forth in the Note, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto; and

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

Section 15. Foreclosure as a Mortgage. This Deed of Trust shall be effective as a mortgage as well as a deed of trust and may be foreclosed as a deed of trust or a mortgage as to any portion of the Property in any manner permitted by the laws of the state in which this Deed of Trust is recorded.

Section 16. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under the Note between Trustor and Beneficiary or under any laws now or hereafter in force, notwithstanding some or all of such Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they, or either of them, may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any other loan document between Trustor and Beneficiary to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Notwithstanding any provision contained herein to the contrary, Beneficiary reserves the right to seek a deficiency judgment against the Trustor to the extent such action is permitted by law.

Section 17. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county

in which the Property is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 18. Reconveyance by Trustee. 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.

Section 19. 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 the first paragraph of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, 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 in the first paragraph of this Deed of Trust.

Section 20. 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 deemed received when personally delivered (including, without limitation, facsimile delivery with electronic confirmation of delivery) or three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Trustor, Trustee, or Beneficiary, as the case may be, at the respective address 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 hereto, as aforesaid, a notice of such change.

Section 21. Forbearance by Beneficiary Not a Waiver. No waiver by Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Waiver by Beneficiary of any rights granted to Beneficiary under this Deed of Trust or any provision of this Deed of Trust as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting a payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Trustor that Trustor was obligated hereunder but failed to make or perform, or by adding any payment so made by Beneficiary to the indebtedness secured hereby, Beneficiary does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure to so pay.

Section 22. Waivers. TO THE EXTENT PERMITTED BY LAW, TRUSTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER OR IN ANY COUNTERCLAIM ASSERTED BY BENEFICIARY AGAINST TRUSTOR, OR IN ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS DEED OF TRUST OR THE OBLIGATIONS. TRUSTOR HEREBY RELINQUISHES ALL RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE IN AND TO THE PROPERTY AND WAIVES ALL RIGHTS OF EXEMPTION AS TO ANY OF THE PROPERTY.

Section 23. Governing Law. This Deed of Trust shall be governed by Nebraska law. 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. If any provision or any clause in 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. 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 the Trustor hereunder shall be joint and several.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the 3rd day of December, 2015.

TRUSTOR:

610 SOUTH 14TH STREET LLC, a Nebraska limited liability

Michael Brannan

By: Michael Brannan

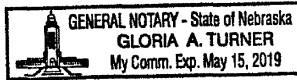
Its *Managing Member*

Michael D. Brannan

MICHAEL BRANNAN, an individual

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing Deed of Trust was acknowledged before me on this 3 day of December, 2015, by Mike Brannan, in his capacity as *Managing Member* of 610 South 14th Street LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Gloria A. Turner
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing Deed of Trust was acknowledged before me on this 3 day of December, 2015, by Mike Brannan, in his individual capacity.



Gloria A. Turner
Notary Public

Exhibit "A"
Legal Description

The South One-Half (S1/2) of Lot 1, in Block 172, in THE ORIGINAL CITY OF OMAHA, as surveyed and lithographed in Douglas County, Nebraska.