

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: C

License Number:

124859

RECEIVED

MAR 29 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

☒ NEW / REPLACING

TOP Yes ☒ No

Hot List ☒ Yes / No 0700017038

Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Juan Franco-Ortiz

TRADE (DBA) NAME Guanajuato Mexican Restaurant

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Juan Franco-Ortiz 402-381-8263

CONTACT EMAIL ADDRESS ojuan4378@gamil.com

Need Phone # Need

Crim h x

CTG

Hot List

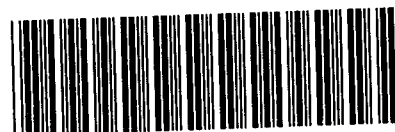
Office use only

PAYMENT TYPE Ch 1676

AMOUNT \$400- RCPT 170270

RECEIVED: 3/29/22 BJR

DATE DEPOSITED _____



2200004200

FORM 100
REV 1/10/2022
PAGE 1

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY**
- ☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☒ NO ☒
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☒ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☐ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Mary B Moser Phone Number 402-826-2155

Firm Name Moser Accounting

Email address moseracc@yahoo.com

Should we contact you with any questions on the application? YES ☒ NO ☐

PREMISES INFORMATION

Trade Name (doing business as) Guanajuato Mexican Restaurant

Street Address 1041 Main Ave

City Crete County Saline 22 Zip Code 68333 +2276

Premises Telephone number Applied For

☒ Business e-mail address _____

Is this location inside the city/village corporate limits YES ☒ NO _____

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Guanajuato Mexican Restaurant

Street Address 1041 Main Ave

City Crete State NE Zip Code 68333 +2276

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 32 x width 32 in feet

Is there a basement? Yes ☒ No _____ If yes, length 64 x width 32 in feet

Is there an outdoor area? Yes _____ No ☒ If yes, length _____ x width _____ in feet

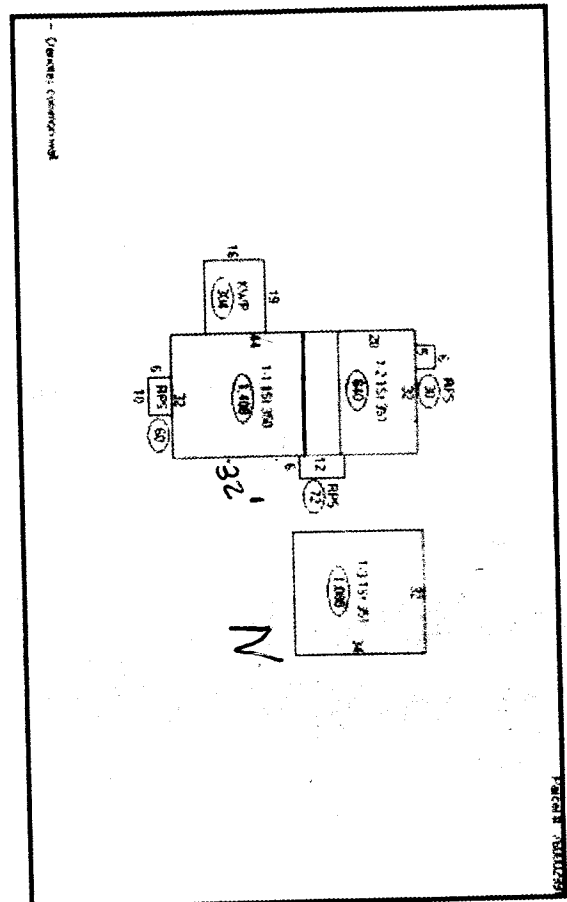
Number of floors of the building 2

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

main floor approx 32 x 32 including basement
approx 64 x 32



Saline County Assessor
Photo/Sketch



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☒ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Traffic	2012?		Warning	
No license	2012		Fine	
Speeding	2014		Fine	
Pulled over	2015		No Charge	
Traffic	2020		Fine	
Open Container	18 years old		No fine	

2. Was this premise licensed as liquor licensed business within the last two (2) years?

☐ YES ☒ NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☐ YES ☒ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

- a) Submit a copy of the business purchase agreement _____
- b) Include a list of alcohol being purchased, list the name brand, container size and how many _____
- c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES ☒ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

_____ YES ☒ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Great Western Crete Branch — *Don Ortiz Franco - Raquel Franco*

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

none

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

☐ Lease expiration date _____
☒ Deed _____
☐ Purchase Agreement _____

14. When do you intend to open for business? March 15, 2022

15. What will be the main nature of business? Full service restaurant

16. What are the anticipated hours of operation? 10 am-8 pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
507 Norman Ave, Crete, NE 68333	2014	Present			
Mexico					

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE –

PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

Juan A. Ortiz

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Juan Franco Ortiz

Printed Name of **APPLICANT**

State of Nebraska, County of Saline

The foregoing instrument was acknowledged before me this

March 2, 2022

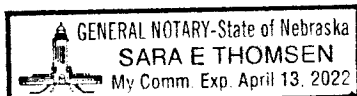
(Date)

By Juan A. Ortiz Franco

Name of person(s) signing document in front of Notary

Sara E. Thomsen

Notary Public Signature



Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____

Name of person(s) signing document in front of Notary

Notary Public Signature

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT – FORM 1**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

MAR 29 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006)
- 3) Must provide a copy of their certified birth certificate, INS papers or US Passport
- 4) Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course
- 7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of individual applicant who will hold license

Last Name: Cortez

First Name: Juan MI: A

Home Address: 507 Norman AVE City: Crete Zip Code: 68333
+2738

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Home Telephone Number: 402-381-8263

Driver's License Number: [REDACTED] State:

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

☐ YES

☐ NO

If yes, provide your spouse's information below

Spouses Last Name:

Spouses First Name: MI:

Social Security Number: Date of Birth:

Driver's License Number: State:

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814

Office Use only RECEIVED MAR 29 2022 NEBRASKA LIQUOR CONTROL COMMISSION Date Stamp HERE ONLY Do not stamp any of the following pages

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.nsppayport.com.
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Guanajuato Mexican Restaurant

Name of Person Being Fingerprinted: Juan Franco Ortiz

Date of Birth: [REDACTED] Last 4 SSN: 7809

Date fingerprints were taken: 3-2-2022

Location where fingerprints were taken: WLBW NE

How was payment made to NSP?

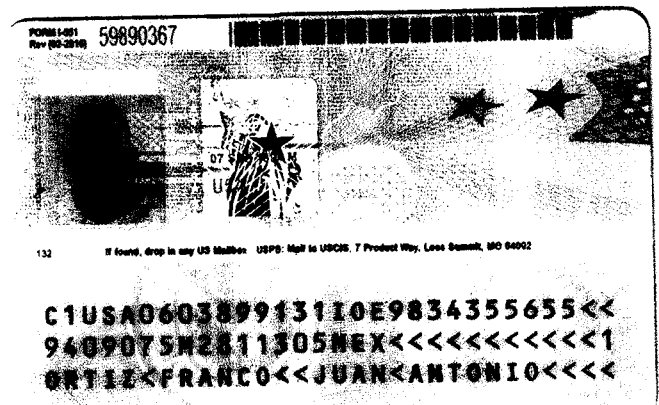
☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Juan Ortiz
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[REDACTED]



Certificate of Completion

This is to certify that

Juan Ortiz

has successfully completed the following
HOSPITALITYexam.com course and examination

Course Name: Nebraska Alcohol Server/Seller Certification

Date: 03/28/2022

Expiration: 36 Months

Certificate #: 96934

Birth Date: 09/07/1994

Edward D McLean, Administrator

www.HOSPITALITYexam.com

My name is Juan A. Ortiz Franco, I am going to open up a small Mexican Restaurant. I am planning on serving a couple of beers per adult.

Juan A. Z

Return to: Nebraska Title Company
629 Court Street.
Beatrice, Nebraska 68310

DEED OF TRUST

On this 15th day of February 2022 **JUAN A. ORTIZ FRANCO**, a single person, "Trustor" under the following Deed of Trust to be entered into among Trustors, **J. MICHAEL RIERDEN**, a member of the Nebraska State Bar Association as "Trustee" and **GLADYS LILIAN LOPEZ ADAME**, a single person, "Beneficiary".

WITNESSETH:

For the purpose of securing the performance of the Agreement of Trustor herein contained herein and of securing payment of the sum of Two Hundred Ninety Thousand Dollars (\$290,000.00) with interest thereon according to the terms of a Trust Deed Note ("the Note"), dated the 15th day of February 2022 payable to Beneficiary or her successors in interest or to order and made or executed by Trustor the terms of such Trust Deed Note being incorporated herein by this reference, Trustor covenants, grants and agrees as follows:

1. Trustor shall pay the obligation evidenced by the Note.
2. Trustor is lawfully seized of:

Lot One (1) and the North 16 feet of Lot Two (2), and the East Half of that part of the vacated alley lying adjacent to Lot Two (2), Block Seventeen (17) Original Town, in the City of Crete, Saline County, Nebraska

in fee simple absolute ("the Property"), and such premises are free from any encumbrances except easements and restrictions of record and the current lien of real estate taxes. Trustor irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, together with all buildings, fixtures, and improvements hereafter constructed or in any way appertaining to the Property on the date hereof and all tenements, hereditaments, privileges, appurtenances, right-of-ways and easements now or hereafter belonging or in any way appertaining.

3. The provisions of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the obligation evidenced by the Note or any part thereof.

4. To protect the security of this Deed of Trust, Trustor shall:

(a) Pay all principal, accrued interest, taxes and insurance on a timely basis as set forth in the Trust Note.

(b) Not commit waste or remove any structure on the Property covered, and not do or permit any act that may lawfully result in the creation of a lien or claim upon the improvements of equal or prior rank to the claim of this Deed of Trust, and otherwise

maintain the Property in as good condition as at present, reasonable maintenance work to be performed at the cost of Trustor after Trustor's failure to so perform after thirty (30) days written notice thereof.

(c) If Trustor defaults in any of the covenants or agreements contained herein, or in the Note secured hereby, then Beneficiary may perform the same after Trustor's failure to perform after thirty (30) days written notice thereof; and all expenditures made by Beneficiary in so doing shall draw interest at the rate provided for in the principal indebtedness and shall be repayable by Trustor to Beneficiary together with interest and costs accruing thereon and shall be secured by this Deed of Trust.

5. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive her right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

6. On written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust and such Note to Trustee for cancellation and retention the Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance accepted under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

7. (a) Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable by delivery to Trustee of a written declaration or notice of default. If Beneficiary desires said Property to be sold, she shall deposit with Trustee this Deed of Trust and all promissory notes and documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause said property to be sold in the form required by law, which shall be duly filed for record by Trustee.

(b) After the lapse of such time as may be required by law following the recordation of said notice of default, and after notice of default and notice of sale having been given to Trustors, Trustee, without demand on Trustor, shall sell said Property on the date and at the time and place designated in said notice of sale, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale or as set forth in said notice. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed; and, in every such case, notice of postponement shall be given to the public by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than Forty-Five (45) days beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of the matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may purchase at the sale.

(c) When Trustee sells pursuant to the power herein, Trustee shall apply the proceeds of the sale to payment of the costs and expenses of exercising the power of sale and of the sale itself, including the payment of reasonable Trustee's fees and attorney's fees and then to the items in subparagraph (d) in the order there stated.

(d) After paying the items specified in subparagraph (c), if the sale is by Trustee, or the proper court and other costs of the foreclosure and sale if pursuant to judicial foreclosure, the proceeds of sale shall be applied in order stated to the payment of: (i) Cost of any evidence of title procured in connection with such sale and of any tax on the conveyance; (ii) All sums then secured hereby; (iii) The remainder, if any, to the person or persons legally entitled thereto.

Sherrice A. Hall
Notary Public

TRUST NOTE

\$290,000.00

Crete, Nebraska
February 15, 2022

I. Security. This note is secured by a Deed of Trust of even date herewith. To the extent that said Deed of Trust confers rights or benefits upon the holder of this Note, the terms and provisions of said Deed of Trust are incorporated herein by references as if set forth in full herein.

II. Borrower. The undersigned, **JUAN A. ORTIZ FRANCO**, a single person, (hereinafter "Borrower") hereby acknowledges that this Note represents all or a portion of the purchase price for the property legally described in the aforementioned Deed of Trust.

III. Amount Borrowed; Note Rate; and Repayment. For value received, the undersigned promises to pay to the order of **GLADYS LILIAN LOPEZ ADAME**, a single person (hereafter "Lender") at 684 County Road 2250, Crete, Nebraska 68333 or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of **TWO HUNDRED NINETY THOUSAND DOLLARS** and 00/100 (\$290,000.00) together with interest thereon of 0 % per annum. Said amount shall be payable in three (3) approximately equal annual installments of principal of \$96,666.67 with the first annual installment due on the February 15, 2023, and payable on the same day of each year thereafter. Said principal being payable in lawful money of the United States of America. Additionally, Borrower shall also pay all real estate taxes and property insurance premiums on a timely basis. Said Property insurance shall be with a company approved, in writing, by Lender, with Lender being named as an additional insured and in an amount of at least \$290,000.00. Additionally, Borrower shall also provide Lender with written proof of payment of real estate taxes and insurance on an annual basis

IV. Application of Payments. All payments made hereon shall be applied first to the repayment of any advances made by Lender under the terms of this Note, or the Deed of Trust, next to late charges, next to accrued interest, and the balance of any payment shall be applied to reduction of the principal balance.

V. Events of Default. Any one or more of the following shall be an "Event of Default":

1. Failure to make any payment of insurance, real estate taxes and principal when due, pursuant to the terms hereof; provided, however, Borrower shall have fourteen (14) days to pay the same before an Event of Default is declared. Additionally, if Borrower fails to make payment of the principal or any portion thereof by the 5th day of each month, then Borrower shall incur a 10% late fee.
2. Default in the observance or performance of any of the non-monetary terms, conditions or covenants contained in any of the Loan Instruments; provided, however, Borrower shall have thirty (30) days after written notice of the default to correct the same; or
3. Any warranty, representation of financial statement made or furnished by the Borrower or any representative of the Borrower to Lender is discovered to have been false in any material respect when made or furnished; or
4. The Borrower or any maker, endorser, surety, partner or guarantor of this Note shall:
 - (a) have an order for relief entered with respect to him under any law relating to bankruptcy, insolvency, reorganization or relief of debtors;
 - (b) not pay, or admit in writing his inability to pay its debts generally as they become due;
 - (c) make an assignment for the benefit of his creditors;
 - (d) apply for, seek, consent to or acquiesce in the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it, or any substantial

part of his property;

(e) institute any proceedings seeking an order for relief under any bankruptcy law, or a proceeding seeking to adjudicate it a bankrupt or insolvent or seeking a dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of his debts under any Bankruptcy Law; or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against him.

5. Assumption of this Note by a third party under any conditions, without Lender's prior written consent, which will not be unreasonably withheld.
6. Transfer of any of Borrower's ownership interest in the property without Lender's prior written consent, which will not be unreasonably withheld.
7. Failure to remove or transfer within thirty (30) days of filing any liens that are placed against the Property which secures this Note.

VI. Effect of Event of Default. Time is of the essence as to this Note. Upon the happening of an Event of Default, then, at the option of the Lender, the entire unpaid balance of principal of this Note and any charges hereunder, shall immediately become due and payable without notice, and thereupon the Note holder may invoke any of the remedies permitted by this Note or the Trust Deed that secures this Note.

VII. Default Loan Rate. From and after the maturity of this Note, or from and after acceleration resulting from an Event of Default, the entire principal remaining unpaid hereunder shall bear interest at the rate of Two Percent (2.00%) above the interest rate in existence at the time of default. Failure to exercise such option or any other right the holder may be entitled to in the event of such default, shall not constitute a waiver of the right to exercise such option, or any other right in the event of any subsequent default, whether of the same or different nature.

VIII. Waiver by the Undersigned. Each party to this instrument, either as maker, endorser, surety or otherwise, hereby waives presentment, demand for payment, notice of dishonor, and except as otherwise provided herein, any and all performance, default or enforcement of this Note and hereby consent to nay and all extensions of time, renewals, releases of security, whether real or personal property, waivers or modifications that may be made or granted by the holder hereof to any party hereto.

IX. Delay by holder Shall Not be Waiver. No delay by the holder hereof, in exercising any power or right hereunder or under the terms of any aforementioned Deed of Trust, shall operate as a waiver or any power of right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or under the terms of said Deed of Trust and no waiver or modification of nay nature whatsoever the terms hereof shall be valid unless in writing, signed by the holder hereof and then only to the extent set forth therein.

X. Borrower to Pay Costs and Fees. In the event it becomes necessary for the holder hereof to employ legal counsel to take legal action to collect any sums due hereunder, to enforce any of the provisions hereof or to protect any of the holder's rights hereunder, the undersigned agrees to pay to the holder hereof, to the extent permitted by law, in addition to taxable costs of legal proceedings or actions, reasonable attorney's fees actually incurred, including costs of title searches and title policy commitments, all of which shall be and become part of the amounts due hereunder.

XI. Binding on Successors. The obligation created hereby is binding upon the makers and their successors in interest.

XII. Prepayment. The undersigned may prepay the principal, in whole or in part, without prior written consent of Lender and without penalty.

XIII. Inspections. The Lender has the right to inspect the Property at any time upon one day written notification to Borrower. Additionally, Borrower agrees that he will not do anything to the Property which would decrease the value of said Property. If Lender determines that Borrower has damaged the Property then Borrower, upon three days written notice from Lenders, will make

Jennifer A. Volk
Notary Public

3/2/2022

Saline County Assessor

gWorks

Parcel Information	
Parcel ID	760002991
Links	
Map Number	3689-00-0-10100-017-0001
Cadastral #	004-018-0101
Current Owner	FRANCO, JUAN A ORTIZ
Mailing Address	1041 MAIN AVENUE CRETE, NE 68333-
Situs Address	1041 MAIN AVENUE
Tax District	5
Tax ID	004-018-0101
School District	CRETE 2
Neighborhood	1810
Property Class	Commercial
Lot Width x Depth	
Legal Description	CRETE CITY LOT 1 & NORTH 16' OF LOT 2 & THAT PT OF VAC ALLEY LYING ADJ TO LOT 2 BLK. 17

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2021	\$191,850	\$31,510	\$160,340	\$0

2021 Tax Information	
Taxes	\$3,821.44
Tax Levy	2.099446

2021 Tax Levy	
Description	Rate
AGRICULTURE SOC.	0.004702
CRETE 2	1.043928
CRETE 2 BOND (2013)	0.163433
CRETE CITY	0.432827
CT HOUSE BOND (2015)	0.021281
ED SERV. UNIT #6	0.015630
HISTORICAL SOC.	0.001107
LOWER B BLUE NRD	0.021334
SALINE COUNTY	0.301504
SE COMM COLLEGE	0.093700

5 Year Sales History				
Date	Book/Page	# Parcels	Grantor	Price
2022/02/15	2022-00306	1	ADAME/GLADYS LILIAN LOPEZ	\$390,000.00

Property Classification			
Status:	Improved	Location:	Urban
Property Class:	Commercial	City Size:	5,001-12,000
Zoning:	COMMERCIAL	Lot Size:	<10,000 sq. ft.

Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2021	ADAME/GLADYS LILIAN LOPEZ	\$31,510	\$160,340	\$0	\$191,850	\$191,850	\$3,821.44
2020	ADAME/GLADYS LILIAN LOPEZ	\$31,510	\$160,340	\$0	\$191,850	\$191,850	\$3,939.36
2019	ADAME/GLADYS LILIAN LOPEZ	\$31,510	\$157,770	\$0	\$189,280	\$189,280	\$3,948.72
2018	ADAME/GLADYS LILIAN LOPEZ	\$31,510	\$154,675	\$0	\$186,185	\$186,185	\$3,920.72
2017	ADAME/GLADYS LILIAN LOPEZ	\$31,510	\$154,675	\$0	\$186,185	\$186,185	\$3,906.72

Commercial Building Datasheet										
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Area	Perm.	Stor.	Hght.
1	1	350	RESTAURANT	1934	D	200	1408	152	1	8
1	2	351	RESIDENCE,~SINGLE-FAMILY	1934	D	200	640	104	1	8
1	3	351	RESIDENCE,~SINGLE-FAMILY	1934	D	200	1088	132	1	8

Refinements		
Description	Year	Units
COMMERCIAL BSMT UNF		2048
old garage cf/p		720
old yard shed gd		96
ROOFED STOOP & STEPS		30
ROOFED STOOP & STEPS		72
ROOFED STOOP & STEPS		60
KNEE-WALL PORCH		304

S T A T E O F N E B R A S K A
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY r (R, S, M, D)

RECEIVED FROM:

REFERENCE: raquel franco de ortiz - 124859
ck 1676

	CHECK	CASH	CURRENCY
	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000400 00		

ACCT

DEPOSIT (+/-)

=====
63.476100
67.472201=====
000395 00
000005 00DEPRESS: **ENTER** - PROCESS**PA1** - RETURN TO MENU