

RESOLUTION NUMBER 7798

WHEREAS, Hydo Properties, LLC, a Nebraska limited liability company, and Todd A. Hydo and Soni Hydo, husband and wife (collectively, the "Borrower"), jointly entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement, dated August 1, 2022, with the City of Beatrice, Nebraska ("City"); and

WHEREAS, Borrower received a total of Thirty Thousand Dollars (\$30,000.00) from the City as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and the City entered into a Loan Agreement dated August 1, 2022, Promissory Note dated August 1, 2022, and Personal Guaranty dated July 26, 2022; and

WHEREAS, the Deed of Trust dated January 3, 2024, and recorded on January 3, 2024, as Instrument No. 2024-0028 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The North 23 1/3 feet of Lots Five (5) and Six (6), Block Forty-nine (49), Original Town, now City of Beatrice, Gage County, Nebraska, subject however to the right which the public may have legally acquired to use as an alley, a strip 10 feet in width off the East end of the property above described , commonly known as 122 North 5th Street, Beatrice, Nebraska 68310 (the "Property"); and

WHEREAS, Borrower desires to sell and convey title of the Property to Brian L. York and Kala C. York, husband and wife; and

WHEREAS, Brian L. York and Kala C. York (together, "Purchaser") desires to assume and agrees to assume the Loan Agreement dated August 1, 2022, Promissory Note dated August 1,

2022, and Personal Guaranty dated July 26, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Assumption Agreement, Assumption of Personal Guaranty, and Assumption of Promissory Note by and between the City of Beatrice, Borrower, and Purchaser, wherein Purchaser agrees to assume the Borrower's current indebtedness to the City, as evidenced by the Loan Agreement dated August 1, 2022 as part of the Beatrice Downtown Revitalization Improvement Program.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute a new Deed of Trust between the City of Beatrice and Purchaser to secure the assumed loan, and any and all other documents necessary to effectuate the assumption of said loan.

SECTION 3. That the Loan Agreement, dated August 1, 2022, shall be assumed by Purchaser.

SECTION 4. That the Promissory Note dated August 1, 2022 and corresponding with the Loan Agreement, dated August 1, 2022, shall be assumed by Purchaser.

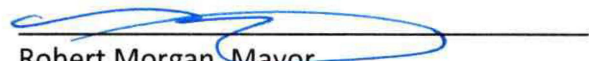
SECTION 5. That Personal Guaranty dated July 26, 2022 and corresponding with the Loan Agreement, dated August 1, 2022 shall be assumed by Purchaser.

SECTION 6. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18th day of May, 2026.

Attest:


Amanda Kuhlman, Deputy City Clerk


Robert Morgan, Mayor

**BEATRICE DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM
ASSUMPTION AGREEMENT
21-DTR-004**

WHEREAS, Hydo Properties, LLC, a Nebraska limited liability company, and Todd A. Hydo and Soni Hydo, husband and wife (collectively, the "Borrower"), jointly entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement, dated August 1, 2022, with the City of Beatrice, Nebraska (the "Lender"); and

WHEREAS, Borrower received a total of Thirty Thousand Dollars (\$30,000.00) from Lender as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and Lender entered into a Loan Agreement dated August 1, 2022, Promissory Note dated August 1, 2022, Personal Guaranty dated July 26, 2022, and Deed of Trust dated January 3, 2024 and recorded on January 3, 2024 as Instrument No. 2024-0028 of the Public Records of the Register of Deeds of Gage County, Nebraska; and

WHEREAS, the Deed of Trust dated January 3, 2024, and recorded on January 3, 2024 as Instrument No. 2024-0028 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The North 23 1/3 feet of Lots Five (5) and Six (6), Block Forty-nine (49), Original Town, now City of Beatrice, Gage County, Nebraska, subject however to the right which the public may have legally acquired to use as an alley, a strip 10 feet in width off the East end of the property above described , commonly known as 122 North 5th Street, Beatrice, Nebraska 68310 (the "Property"); and

WHEREAS, Borrower desires to sell and convey title of the Property to Brian L. York and Kala C. York, husband and wife; and

WHEREAS, Brian L. York and Kala C. York (together, "Purchaser") desires to assume and agrees to assume the Loan Agreement dated August 1, 2022, Promissory Note dated August 1, 2022, and Personal Guaranty dated July 26, 2022; and

WHEREAS, all parties agree that said Purchaser should be substituted for Borrower as party to said Loan Agreement dated August 1, 2022, Promissory Note dated August 1, 2022, and Personal Guaranty dated July 26, 2022; and

NOW, THEREFORE, for and in consideration of the mutual benefits hereby derived, Purchaser hereby agrees and assumes all rights and obligations of Borrower, as a party to said Loan Agreement dated August 1, 2022, Promissory Note dated August 1, 2022, Personal Guaranty

dated July 26, 2022, and Deed of Trust dated January 3, 2024 and recorded on January 3, 2024 as Instrument No. 2024-0028 of the Public Records of the Register of Deeds of Gage County, Nebraska.

Borrower represents and covenants the following:

The making and performance by Purchaser of this Assumption Agreement, and the execution and delivery of the Promissory Note in a form satisfactory to Lender (the "note" or "Promissory Note") and the Personal Guaranty will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Brian L. York and Kala C. York, or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which Brian L. York and Kala C. York is a party or by which it or its property may be bound or affected.

When this Agreement is executed by Purchaser and Lender, when the Note is executed and delivered by Purchaser, when the Personal Guaranty is executed and delivered by Purchaser, each such instrument will constitute the legal, valid, and binding obligation of Purchaser in accordance with its terms. Any security agreements and instruments, financing statements, deeds of trust, mortgages, personal guaranty, and other liens on chattel or real estate will constitute legal, valid and binding liens.

There are no legal actions, suits, or proceedings pending or, to the knowledge of Purchaser threatened against Purchaser before any court or administrative agency, which if determined adversely to Purchaser would have a material adverse effect on the financial condition or business of Purchaser.

No authorization, consent or approval, or any formal exemption of any formal exemption of any Governmental body, regulatory authorities (federal, state, or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by Purchaser of this Agreement.

The Purchaser is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

The Purchaser has filed all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Purchaser or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and Purchaser knows of no basis for any such deficiency assessment.

Purchaser certifies that there has been no adverse or material change since the date of the loan application in the financial condition, organization, operating, business prospects, fixed properties, or personnel of Purchaser.

The Purchaser further agrees to perform all of the obligations contained in the above-described Loan Agreement and in all other instruments executed by Borrower or to be executed by Purchaser in connection with said Agreement.

The undersigned agree that this Assumption Agreement releases Borrower from its obligation under the Loan Agreement attached hereto, and from its obligations to fulfill all the terms, conditions and provisions of all instruments in connection therewith.

This Assumption Agreement shall be binding upon the principals, their heirs, executors, administrators, successors and assigns.


THEREFORE, for and in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged by Lender, the undersigned Purchaser hereby assumes and agrees to pay the current indebtedness evidenced by the original notes and Deeds of Trust, and any modification thereto and perform all of the obligations provided for therein.

That in all other aspects, all terms and conditions of the original note shall remain in full force and effect and Lender hereby releases and discharges the original Borrower upon their personal obligation under this debt.

This Assumption by the Purchaser shall bind them, together with their successors and assigns and shall be enforced and construed according to the Laws of the State of Nebraska.


IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 18th day of May, 2026.

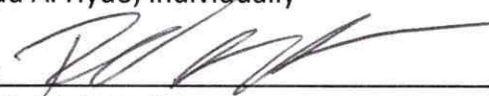
LENDER:
THE CITY OF BEATRICE,
NEBRASKA, a Municipal
Corporation

BY: 
Robert Morgan, Mayor

BORROWER:
Hydo Properties, LLC,
a Nebraska limited liability company

BY:  member
Todd A. Hydo, Member

Attest:

Erin Saathoff, City Clerk
Amanda Kuhlman, Deputy

Todd A. Hydo, individually
BY: 
Todd A. Hydo

Soni Hydo, individually

BY: Soni Hydo
Soni Hydo

PURCHASER:
Brian A. York, individually

By: B. York
Brian A. York

PURCHASER:
Kala C. York, individually

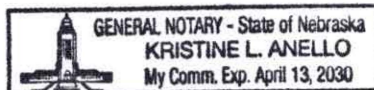
BY: Kala C. York
Kala C. York

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Todd A. Hydo, as Member of Hydo Properties, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.

Kristine L Anello
Notary Public

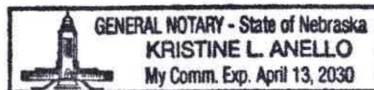
STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)



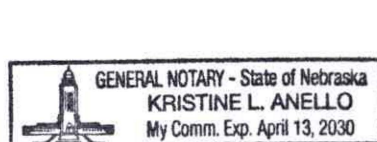
The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Todd A. Hydo, to be his voluntary act and deed.

Kristine L Anello
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)



The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Soni Hydo, to be her voluntary act and deed.



Kristine L Anello
Notary Public

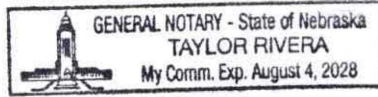
DEPUTY NOTARY - State of Indiana
KRISTINE J. ANELLO
My Comm. Exp. 04/15/2020

DEPUTY NOTARY - State of Indiana
KRISTINE J. ANELLO
My Comm. Exp. 04/15/2020

DEPUTY NOTARY - State of Indiana
KRISTINE J. ANELLO
My Comm. Exp. 04/15/2020

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 15th day of May, 2026 by Brian L. York, to be his voluntary act and deed.

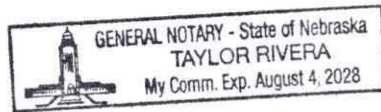




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 15th day of May, 2026 by Kala C. York, to be her voluntary act and deed.





Notary Public

ASSUMPTION OF PROMISSORY NOTE

WHEREAS, The City of Beatrice, a Municipal Corporation (hereinafter referred to as "Lender") made a Loan Agreement dated August 1, 2022 to Hydo Properties, LLC, a Nebraska limited liability company and Todd A. Hydo and Soni Hydo, husband and wife, (herein after jointly referred to as "Borrower"), in the amount of \$30,000.00; and,

WHEREAS, this loan is evidenced by a Promissory Note executed by Borrower, dated August 1, 2022 and a Personal Guaranty executed by Borrower, dated July 26, 2022, a copy of which is attached thereof and incorporated herein; and

WHEREAS, Brian L. York and Kala C. York, husband and wife (hereinafter jointly referred to as "Assumptor") unconditionally assumes and agrees to undertake the obligations of Hydo Properties, LLC and Todd A. Hydo and Soni Hydo, husband and wife; and

NOW, THEREFORE, in consideration of the consent of Lender to the aforesaid transfer to Assumptor, the Assumptor hereby agrees to perform all of the obligations of Hydo Properties, LLC and Todd A. Hydo and Soni Hydo, contained in the above Promissory Note dated August 1, 2022 and in all other instruments executed by Hydo Properties, LLC and Todd A. Hydo and Soni Hydo, or to be executed by the Assumptor in connection with the Loan, including but not limited to the above described documents, as though the same had been made, executed and delivered by Assumptor instead of Hydo Properties, LLC and Todd A. Hydo and Soni Hydo.

This Assumption of Promissory Note shall be binding upon the principals, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and caused this instrument to be executed this 15 day of May, 2026.

PURCHASER:
Brian L. York, individually

PURCHASER:
Kala C. York, individually

BY: B. L. York
Brian L. York

Kala C. York
Kala C. York, Individually


CONSENT

The undersigned, Hydo Properties, LLC and Todd A. Hydo and Soni Hydo, hereby consent to this Assumption of Promissory Note.

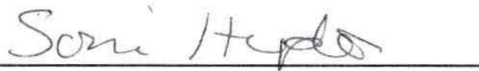
BORROWER:
Hydo Properties, LLC
a Nebraska limited liability company

BY: 
Todd A. Hydo, Member

BORROWER:
Todd A. Hydo, individually

BY: 
Todd A. Hydo

Soni Hydo, individually

BY: 
Soni Hydo

APPROVAL

The above assumption and transfer of liability from Hydo Properties, LLC and Todd A. Hydo and Soni Hydo to Brian L. York and Kala C. York, is approved and accepted.

City of Beatrice, Nebraska
A Municipal Corporation

By: 
Robert Morgan, Mayor

Attest:


Erin Saathoff, City Clerk

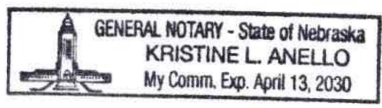
Amanda Kuhlman, Deputy

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Todd A. Hydo, as Member of Hydo Properties, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.

Kristine L Anello
Notary Public

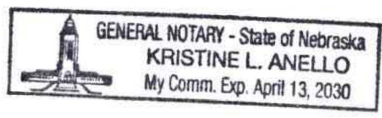
STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)



The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Todd A. Hydo, to be his voluntary act and deed.

Kristine L Anello
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)



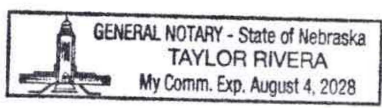
The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Soni Hydo, to be her voluntary act and deed.

Kristine L Anello
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)



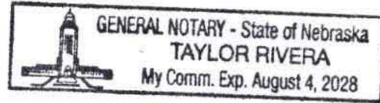
The foregoing instrument was acknowledged before me on this 13th day of May, 2026 by Brian L. York, to be his voluntary act and deed.




Taylor Rivera
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 15th day of May, 2026 by Kala C. York, to be her voluntary act and deed.





Notary Public

Space Above Reserved for Recording Information

Return to:
Taylor Rivera
City of Beatrice
400 Ella Street
Beatrice, NE 68310

DEED OF TRUST

THIS DEED OF TRUST is made on this 18th day of May, 2026.

The Trustor is Brian L. York and Kala C. York, husband and wife, herein collectively, the Borrower.

The Trustee is Taylor Rivera, an Attorney licensed to practice law in the State of Nebraska.

The Beneficiary is City of Beatrice, Nebraska, a Municipal Corporation, a/k/a Lender.

Beneficiary's address is 400 Ella Street, Beatrice, Nebraska 68310.

Borrower irrevocably conveys to Trustee, with power of sale, the following:

The North 23 1/3 feet of Lots Five (5) and Six (6), Block Forty-nine (49), Original Town, now City of Beatrice, Gage County, Nebraska, subject however to the right which the public may have legally acquired to use as an alley, a strip 10 feet in width off the East end of the property above described.

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender Thirty Thousand Dollars (\$30,000.00), evidenced by an Assumption Loan Agreement, Assumption Promissory Note, and Assumption Personal Guaranty dated May 18, 2026, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said agreements, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. Paragraph omitted.
5. Borrower shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage

clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note, or change the amount of the payments.

6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured in this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.

10. This security instrument and the note which it secures shall be governed by Nebraska Law.

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. This notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the person legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this security instrument is recorded. Without conveyance of this property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is:

Brian L. York and Kala C. York, 1000 North 11th Street, Beatrice, NE, 68310

IN WITNESS WHEREOF the Borrower has signed this agreement.

Brian A. York, individually, Trustor

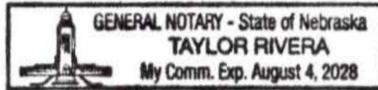
Kala C. York, individually, Trustor

By: BLY
Brian A. York

By: Kala C. York
Kala C. York

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

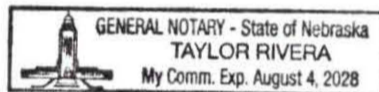
The foregoing instrument was acknowledged before me on this 15th day of May, 2026 by Brian L. York, to be his voluntary act and deed.



Taylor Rivera
Notary Public, Taylor Rivera

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 15th day of May, 2026 by Kala C. York, to be her voluntary act and deed.



Taylor Rivera
Notary Public, Taylor Rivera