

DON CLARK
REGISTER OF DEEDS
SAUNDERS COUNTY NE
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INST# 2018-05-434

Clark
Electronically Recorded

434-1

After recording return to:
Bromm, Lindahl, Freeman-Caddy & Lausterer
P O Box 277
Wahoo, NE 68066

BCT 3753 NT

DEED OF TRUST

This Deed of Trust is made this 25th day of May, 2018, by Kerry Knuth and Angela Knuth, husband and wife, hereinafter referred to as Trustor, whether one or more, whose mailing address is 1252 County Road M, Mead, Nebraska 68041; Curtis A. Bromm, Attorney at Law, hereinafter referred to as Trustee, whose mailing address is 551 North Linden Street, PO Box 277, Wahoo, Nebraska 68066; and Norma D. Veskema and Jeanette K. Knowles, as tenants in common, hereinafter referred to as Beneficiary, whose mailing address is c/o Curtis A. Bromm, 551 North Linden Street, PO Box 277, Wahoo, NE 68066.

For Valuable Consideration, Trustor irrevocably transfers to Trustee, In Trust, With Power of Sale, for the benefit of Beneficiary, subject to the terms of this Deed of Trust, the real property located in Saunders County, Nebraska, described on Exhibit "A", attached hereto and incorporated herein by this reference, together with all improvements of any kind now thereon, or hereafter erected thereon, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust.

The property interest conveyed to the Trustee is referred to collectively as the "Trust Estate".

FOR THE PURPOSE OF SECURING:

A. Payment of indebtedness in the sum of \$582,170.00, with interest thereon, as evidenced by a certain promissory note of even date, (the "Note") with a maturity date of December 15, 2037, executed by Trustor, which is payable to the order of Beneficiary, and which by this reference, is made a part hereof, and

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the maximum lawful rate then in existence.

This Deed of Trust, and the Note, are referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

1. PAYMENT OF INDEBTEDNESS. Trustor shall make all payments, charges and fees as provided in the Loan Instruments.

2. TAXES. Trustor shall pay all taxes and special assessments levied against the Trust Estate or upon Beneficiary's interest herein before the same become delinquent.

3. INSURANCE AND REPAIRS. Trustor shall maintain fire and extended coverage insurance on the improvements of the Trust Estate in a sum equal to the principal balance of the note. Such insurance shall contain a loss payable clause in favor of Beneficiary. Trustor shall

maintain the Trust Estate and shall not commit waste of the trust estate. Trustor shall not remove or destroy any improvements or buildings located on the premises without a written approval and permission of the Beneficiary, which shall not be unreasonably withheld.

4. ACTIONS AFFECTING TRUST ESTATE. Trustor shall defend any action purporting to affect the security hereof, or the rights of Beneficiary or Trustee, and shall pay all costs incurred in such defense, including attorney fees.

5. EMINENT DOMAIN. Should any part of the Trust Estate be taken or damaged by any public improvement or condemnation proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation therefore to the extent of his equity in the Trust Estate and be entitled to make any settlement in connection with such taking or damage.

6. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may appoint a Successor Trustee by recording a Substitution of Trustee, executed and acknowledged by the Beneficiary in the county in which the real estate described herein is situated. Substitution of Trustee shall also be mailed to Trustor.

7. HAZARDOUS SUBSTANCES: Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the property. Trustor shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate for (i) normal residential uses; (ii) maintenance of the property; and (iii) farming and agricultural use. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 7, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 7, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

8. SUCCESSORS AND ASSIGNS. This Deed of Trust binds all parties hereto and their successors in interest.

9. INSPECTIONS. Beneficiary, or its agents, are authorized to enter at reasonable times, any part of the Trust Estate for inspecting the same, or preserving the same.

10. EVENTS OF DEFAULT. Any of the following events shall be deemed an event of default hereunder:

- a. Trustor shall have failed to pay any installment of interest or principal or any other sum secured hereby when due; or
- b. There has been a breach of any provision contained in any of the loan instruments.

11. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES. Should an event of default occur Beneficiary may declare all indebtedness to be due and payable without demand or notice of any kind. Thereafter, Beneficiary may:

- a. Take possession of any part or all of the trust estate in its own name, or in the name of Trustee, and do what it deems necessary to preserve the Trust

Estate, collect the rents and profits thereof, and apply the same, less costs and expenses, including attorney fees, upon any indebtedness secured hereby. The taking possession of the Trust Estate shall not cure or waive any default and Trustee or Beneficiary shall be entitled to exercise every right provided in the loan instruments or by law, including the right to exercise the power of sale;

- b. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- c. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be filed of record in the County in which the Trust Estate is located.

12. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclosure by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

- a. Trustee shall then cause to be recorded, published and delivered to Trustor said notice of default and election to sell as then required by law and this Deed of Trust. Trustee shall, without demand on Trustor, as required by law, proceed to sell the Trust Estate at the time and place of sale fixed by it in the Notice of Sale, either as a whole or in separate parcels, as Trustee deems expedient, and in such order as it may determine, at public auction, to the highest bidder for cash, payable at the time of sale. Trustee shall by deed convey the property so sold, but without any warranty, expressed or implied. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser.
- b. After payment of all expenses of the sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with interest at the maximum lawful rate then in existence, (ii), all other sums then secured hereby, and (iii) to the payment of junior trust deeds, mortgages or other lienholders, and (iv) the remainder, if any, to the persons legally entitled thereto.

13. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflict shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision.

14. NOTICES. Whenever Beneficiary, Trustor, or Trustee shall desire to give any notice or demand, including but not limited to, a Notice of Default, and/or Notice of Sale, with respect to this Deed of Trust, each such notice or demand shall be in writing, and shall be effective only if the same, or a copy thereof, is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, to each person who is a party hereto, addressed to the address set forth at the beginning to 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.

15. RECONVEYANCE BY TRUSTEE. Upon the written request of Beneficiary, Trustee shall reconvey the above described real estate to Trustor, without warranty. The reconveyance may designate the Grantee as the "person or persons entitled thereto". The Trustee shall be entitled to a fee of not more than Fifty (\$50.00) Dollars for the preparation and/or execution of said reconveyance, to be paid by the Beneficiary. The filing fee to the Register of Deeds for the recording and filing of said reconveyance shall be paid by the Trustor.

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

[Signature]
Kerry Knuth

[Signature]
Angela Knuth

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STATE OF NEBRASKA)
) ss.
COUNTY OF Seward)

The foregoing Deed of Trust was acknowledged before me this 25th day of May, 2018, by Kerry Knuth and Angela Knuth, husband and wife, as Trustor of this Deed of Trust.

[Signature]
Notary Public



EXHIBIT "A"

The East Half of the Southeast Quarter (E½ SE¼) of Section Fifteen (15), Township Fifteen (15), Range Eight (8), Saunders County, Nebraska,

Except that portion deeded to The State of Nebraska by Warranty Deed recorded August 10, 1939 in Book 72, Page 504 being more particularly described as follows:

A strip of land extending over and across the Easterly part of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Fifteen (15) North, Range Eight (8) East of the 6th P.M., Saunders County, Nebraska, described as follows:

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Beginning at the Southeast corner of said Section Fifteen (15); thence Northerly on the East line of the Southeast Quarter (SE¼) of said Section Fifteen (15) a distance of 2,683.5 feet to the Northeast corner of said Southeast Quarter (SE¼); thence Westerly on the North line of said Southeast Quarter (SE¼) a distance of 40.0 feet; thence Southerly on a line 40 feet Westerly from and parallel to the East line of said Southeast Quarter (SE¼) a distance of 2,683.8 feet to a point on the South line of said Southeast Quarter (SE¼); thence Easterly on said South line, a distance of 40.0 feet to the point of beginning.

And further except that portion deeded to The State of Nebraska by Warranty Deed recorded January 13, 1955 in Book 95, Page 219 being more particularly described as follows:

The East 60.0 feet of the East Half of the Southeast Quarter (E½ SE¼) of Section Fifteen (15), Township Fifteen (15) North, Range Eight (8) East of the 6th P.M., Saunders County, Nebraska.