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OF PLANNING 369

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State of Nebraska

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### DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is AUGUST 27, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

<b>TRUSTOR:</b>	<b>LARRY L. TROST</b> (HUSBAND AND WIFE) 471 COUNTY ROAD K YUTAN, NE 68073 SOCIAL SECURITY #: 506-52-6642	<b>CATHERINE A. TROST</b> (HUSBAND AND WIFE) 471 COUNTY ROAD K YUTAN, NE 68073 SOCIAL SECURITY #: 508-40-5499
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If checked, refer to the attached Addendums incorporated herein, for additional Trustors, their signatures and acknowledgments.

**TRUSTEE:** BANK OF YUTAN  
A NEBRASKA BANKING CORPORATION  
515 2ND ST., P.O. BOX 130  
YUTAN, NE 68073  
TAXPAYER I.D. #: 47-0342095

**BENEFICIARY:** BANK OF YUTAN  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA  
515 2ND ST.  
YUTAN, NE 68073  
TAXPAYER I.D. #: 47-0342095

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION 11, TOWNSHIP 14, RANGE 9, SALUNTERS COUNTY, NEBRASKA.

The property is located in SALUNTERS (County) of the State of NEBRASKA (State) at 999 COUNTY ROAD K (Address) YUTAN (City), Nebraska 68073 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and appurtenances that may now, or at any time in the future, be part of the real estate described above (all related to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$90,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory notes(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include notes such as borrowers' names, date executed, interest rate, maturity date, etc.)  
TRUSTEE NOTE TO LARRY L. TROST AND CATHY LYNN TROST TO THE AMOUNT OF \$46,294.00 DATED 8/27/99.



- R. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, purchase, or other evidence of debt secured by Trustor to favor of Beneficiary executed after this Security Instrument, each Trustor agrees that this Security Instrument is specifically intended. If notes that are prior liens (this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances to any amount. Any such commitments must be agreed to in a separate writing.
- C. All obligations Trustor owes to Beneficiary, which may later arise, to the extent not prohibited by law, including but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Beneficiary fails to give any required notice of the right of rescission.

**PAYMENTS.** Trustor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

**WARRANTY ON TITLE.** Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustor, in trust, with power of sale. Trustor also warrants that the Property is unencumbered, except for encumbrances of record.

**PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Trustor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Beneficiary's prior written consent.

**CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses Trustor may have against parties who supply labor or materials to maintain or improve the Property.

**DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by Federal law (12 C.F.R. 597), as applicable. The covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

**PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor shall not commit or allow any waste, improvements, or deterioration of the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor agrees that the nature of the occupancy and use will not substantially change without Beneficiary's prior written consent. Trustor will not permit any change in any license, restrictive covenant or easement without Beneficiary's prior written consent. Trustor will notify Beneficiary of all demands, proceedings, claims, and actions against Trustor, and of any loss or damage to the Property.

Beneficiary or Beneficiary's agents may, at Beneficiary's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Beneficiary shall give Trustor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Beneficiary's benefit and Trustor will in no way rely on Beneficiary's inspection.

**AUTHORITY TO PERFORM.** If Trustor fails to perform any duty or any of the covenants contained in this Security Instrument, Beneficiary may, without notice, perform or cause to be performed. Trustor appoints Beneficiary as attorney in fact to sign Trustor's name or pay any amounts necessary for performance. Beneficiary's right to perform for Trustor shall not create an obligation to perform, and Beneficiary's failure to perform will not preclude Beneficiary from exercising any of Beneficiary's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Beneficiary may take all steps necessary to protect Beneficiary's security interest in the Property, including completion of the construction.

**ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "RENTS"). Trustor will promptly provide Beneficiary with true and correct copies of all existing and future Leases. Trustor may collect, receive, enjoy and use the RENTS so long as Trustor is not in default under the terms of this Security Instrument.

Trustor acknowledges that this assignment is perfected upon the recording of this Deed of Trust and that Beneficiary is entitled to notify any of Trustor's lenders to make payment of RENTS due or to become due to Beneficiary. However, Beneficiary agrees that only on default will Beneficiary notify Trustor and Trustor's lenders and make demand that all future RENTS be paid directly to Beneficiary. On receiving notice of default, Trustor will endorse and deliver to Beneficiary any payments of RENTS to Trustor's possession and will receive any RENT in case for Beneficiary and will not commingle with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Trustor warrants that no default exists under the Lease or any applicable landlord-tenant law. Trustor also agrees to maintain and require any tenant to comply with the terms of the Lease and applicable law.

**3. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Trustor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Trustor will be in default if any party obligated on the Secured Debt fails to make payment when due. Trustor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Beneficiary that Beneficiary at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment on the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Trustor is in default.

At the option of Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustor shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction on the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such date and place as Trustor designates. Trustor shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustor shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The records in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Security Instrument. Trustor will also pay on demand any amount incurred by Beneficiary for insuring, inspecting, preserving or otherwise protecting the Property and Beneficiary's security interest. These expenses will bear interest from the date of the payment and paid to full at the highest interest rate in effect as provided in the terms of the Secured Debt. Trustor agrees to pay all costs and expenses incurred by Beneficiary in collecting, enforcing or protecting Beneficiary's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Trustor agrees to pay for any recollection costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. This term includes, without limitation, any substance defined as "hazardous material," "toxic substance," "hazardous waste" or "hazardous substance" under any Environmental Law.

Trustor represents, warrants and agrees that:  
A. Except as previously disclosed and acknowledged in writing to Beneficiary, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.  
B. Except as previously disclosed and acknowledged in writing to Beneficiary, Trustor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.  
C. Trustor shall immediately notify Beneficiary if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property, in such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.  
D. Trustor shall immediately notify Beneficiary in writing as soon as Trustor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. **CONDEMNATION.** Trustor will give Beneficiary prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Trustor authorizes Beneficiary to intervene in Trustor's name to any of the above described actions or claims. Trustor assigns to Beneficiary the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien documents.

19. **INSURANCE.** Trustor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amount and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverages to protect Beneficiary's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Trustor shall immediately notify Beneficiary of cancellation or nonrenewal of the insurance. Beneficiary shall have the right to lend the policies and renewals. If Beneficiary requires, Trustor shall immediately give to Beneficiary all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary. Beneficiary may make good all loss if not made immediately by Trustor.



