

From and Return to: Brad Barrows, Atty. 5631 South 48th Street #220 Lincoln, NE 68516 Fee: \$ 6.50 paid

STATE OF NEBRASKA } ss SALINE COUNTY Entered in numerical index and filed on record, the 5 day of August 20 08at9:00 o'clock A.M. and recorded in Book363 of Records Page 906 brul County Clerk

TRUSTEE'S DEED

Marianne K. Spreeman, Successor Trustee of the Marlea M. Spreeman Revocable Trust, Grantor, distributes and conveys to Grantee, Marianne K. Spreeman, Trustee of the Marlea M. Spreeman Family Trust, the following described real estate (as defined in Neb. Rev. Stat. §76-201):

Northwest Quarter (NW1/4) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N½ NW¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

Northeast Quarter (NE1/4) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska.

The Marlea M. Spreeman Family Trust, hereafter referred to as the "Family Trust", is a trust created and maintained pursuant to the Trust Agreement entered into on June 20, 2005, by and between Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate and the Trust) as amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate and the Trust), hereafter collectively referred to as the "Trust Agreement" which initially created and maintained the Marlea M. Spreeman the "Trust Agreement" which initially created and maintained the Marlea M. Spreeman Revocable Trust, hereafter referred to as the "Revocable Trust".

Grantor, as Successor Trustee of the Revocable Trust created and maintained by the Trust Agreement, states: (1) that said Trust Agreement was not further amended, revoked or modified prior to the death of Marlea M. Spreeman who died April 7, 2008; (2) that the Trust Agreement is now irrevocable as the Settlor, Marlea M. Spreeman, is now deceased; (3) that the Trust Agreement is still in full force and effect; (4) that Grantor is lawfully seised of such real estate and that it is free from encumbrances except encumbrances, easements, restrictive covenants and restrictions of record; and (5) that Grantor has legal power and lawful authority to convey the same. As Successor Trustee of the Revocable Trust, Grantor will warrant and will defend title to the real estate against the lawful claims of all persons.

Executed this 30 day of July, 2008.

NEBRASKA DOCUMENTARY STAMP TAX 8-5-08 EX(4)Ву

Marianne K. Spreeman, Successor Trustee of the Marlea M. Spreeman Revocable Trust

STATE OF NEBRASKA

County of Lancaster

The foregoing instrument was acknowledged before me on this 30 day of July, 2008, by Marianne K. Spreeman, Successor Trustee of the Marlea M. Spreeman

Revocable Trust.

GENERAL NOTARY-State of Nebraska BRADLEY E. BARROWS My Comm. Exp. January 3, 2010

> From and Return to: Hoppe & Harner Attorneys 5631 South 48th Street Suite 220 Lincoln, NE 68516 Fee: \$ 37.50 paid

STATE OF NEBRASKA ss
SALINE COUNTY
Entered in numerical index and filed on record, the 28 day of April 20 08 a8:00 o'clock A M. and recorded in Book 67 of Misc. Page 251-257

County Clerk

AFFIDAVIT

STATE OF NEBRASKA) ss.
County of Lancaster

Comes now Bradley E. Barrows, being first duly sworn on oath and states:

- 1. Affiant is an attorney licensed to practice in the State of Nebraska.
- 2. This affidavit is given in support of title to the following described real estate, to-wit:

Northwest Quarter (NW¼) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N½ NW¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

Northeast Quarter (NE¼) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

An undivided one-half interest in and to that Portion of Lots 18 and 21, Burley and McClean's South Side Residence Tracts, City of Friend, Saline County, Nebraska, described as follows:

Commencing at the SW Corner of said Lot 21; Thence N00° 41' 57" W (Assumed Bearing) on the West Line of said Lot 21, 100.00 Feet to the Point of Beginning; Thence Continuing N00° 41' 57" W on the West Line of said Lots 18 and 21, 199.97 Feet to the NW Corner of said Lot 18; Thence S89° 46' 00" E on the North Line of said Lot 18, 80.00 feet; Thence S56° 09' 30" E 94.80 Feet; Thence S00° 39' 24" E Parallel with the East Line of said Lot 18, 40.00 Feet; Thence S76° 10' 00" E, 74.00 Feet to the East Line of said Lot 18; Thence S00° 39' 24" E on the East Line of said Lot 18 and 21, 89.95 Feet; Thence N89° 48' 05" W on a Line 100.00 Feet North of and Parallel with the South Line of said Lot 21, 229.64 feet to the Point of Beginning containing 36,616.3 Feet More or Less.

- 3. On June 20, 2005, Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate) executed a Trust Agreement which was amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate), hereafter collectively referred to as the "Trust Agreement" which created and maintained the Marlea M. Spreeman Revocable Trust, hereafter referred to as the "Trust".
- 4. The Trust Agreement, as amended and restated, contains the following provisions:

AMENDED AND RESTATED TRUST AGREEMENT

Marlea M. Spreeman, a resident of Saline County, Nebraska, (hereafter called "Settlor"), having created Marlea M. Spreeman Revocable Trust (hereafter referred to as the "Trust"), pursuant to Trust Agreement, dated June 20, 2005, entered into between Marlea M. Spreeman, as Settlor

and Marlea M. Spreeman, as Trustee (hereafter referred to as "Trustee", whether one or more) and LeRoy E. Spreeman, as Settlor's Spouse, hereby completely revises, amends, restates and declares such Trust Agreement pursuant to powers reserved by Settlor in the Trust Agreement.

Settlor delivered certain property to Marlea M. Spreeman, as Trustee, and Trustee received said property and additions thereto, in trust, and in consideration of the promises and mutual covenants and agreements contained herein all property currently held by Trustee in trust together and additions thereto shall be held for the following purposes and under the following terms and conditions:

ARTICLE I GENERAL PROVISIONS

Section A. Name of Trust. This Trust shall continue to be known as the "Marlea M. Spreeman Revocable Trust" but other forms of registration are permissible.

Section B. CERTIFICATE OF TRUST. In order to facilitate the convenient administration of this Trust, including the registration and transfer of assets to and from this Trust, the Trustee shall have the power to execute a Certificate of Trust describing any Trust matter, including, but not limited to, a description of the terms of this Trust, the administrative powers of the Trustee, and the identity of any current Trustee. Any person who receives an original or a photocopy of the said Certificate of Trust shall be held harmless in relying on same, and any such person shall not be obligated to inquire into the terms of this Trust or to maintain any copy of this Trust.

ARTICLE III ADMINISTRATION OF TRUST AFTER DEATH OF SETTLOR

Section A. MARITAL DEDUCTION TRUST.

- 1. Upon the death of Settlor, if Settlor is survived by her spouse, the Trustee shall set aside and establish from the trust fund an amount equal to the maximum marital deduction allowable to Settlor's estate as finally determined for United States estate tax purposes, less the value so determined of all other property interest passing to Settlor's surviving spouse which are includable in Settlor's gross estate for United States estate tax purposes and which qualify for such marital deduction; and less such further amount, if any, required to increase my taxable estate to the largest amount that will result in the least amount of United States estate tax payable as a result of Settlor's death, after taking into account the applicable exclusion amount or exemption equivalency then in effect and all allowable credits, provided that state death tax credit shall be taken into account only to the extent that it does not result in an increase in state or United States death taxes otherwise payable.
- 2. The "Marital Deduction Trust" shall first be funded with property other than property qualifying for Special Use Valuation under IRC §2032A, if any.
- 3. All the rest, residue and remainder of this trust that is not allocated to the "Marital Deduction Trust" shall be placed in a separate trust to be designated as the "Family Trust", to be held, administered and distributed in accordance with the provisions of ARTICLE III, Section C of this trust agreement.

Section B. <u>ADMINISTRATION OF THE "MARITAL DEDUCTION TRUST"</u>. The "Marital Deduction Trust" shall be held, administered and disposed as follows:

1. The Trustee shall pay the net income from the "Marital Deduction Trust" to Settlor's spouse throughout the term thereof, at least quarter-annually, for and during the term of the life of Settlor's spouse.

The Trustee shall distribute to Settlor's spouse, at least annually, all of the income earned on the assets or the required minimum distribution, if greater, in the year of receipt in any Qualified Retirement Plan ("Qualified Plan") or individual retirement account ("IRA") or a portion of any Qualified Plan or IRA established by Settlor to the extent that this trust becomes a beneficiary entitled to distribution from such Qualified Plan or IRA. If the required If the required distributions from any such Qualified Plan or IRA are less than the income earned on the Qualified Plan or IRA assets in any year, the Trustee shall request an additional distribution to insure that all income earned on the Qualified Plan or IRA assets is paid to the Trustee and distributed to Settlor's Spouse each year following Settlor's death. The net income from this trust shall not be subject to assignment, alienation, pledge, attachment or claims of creditors. The Trustee shall, upon demand by Settlor's spouse, convert or make productive any unproductive property held in said trust, including any asset held in any Qualified Plan or IRA. The income accumulated from the date of the last distribution to the date of Settlor's spouse's death shall be distributed to the estate of Settlor's spouse.

- 2. The Trustee in the Trustee's sole discretion may distribute to Settlor's spouse such amounts of principal as the Trustee considers appropriate for Settlor's spouse's medical expenses, support and maintenance, taking into account all other resources available to Settlor's spouse. Such health, maintenance, or support shall include, but not be limited to, medical, surgical, hospital, and other institutional care, always having in mind the standard of living to which Settlor's spouse has been accustomed and the income and funds that may be available to Settlor's spouse from any other sources known to my Trustee.
- 3. After Settlor's death and during the lifetime of Settlor's Spouse, the Trustee shall pay to Settlor's Spouse such amounts of principal in addition to any amounts paid pursuant to Article III, Section A, subparagraph 2 as Settlor's Spouse shall from time to time request by an instrument in writing delivered to the Trustee but not including any assets of any Qualified Plan or IRA, provided, the total of such requests by Settlor's spouse shall not exceed in any calendar year the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of the Family Trust at the end of such year. The power to make such requests annually shall be noncumulative. There shall be no carryover of any amounts requested by Settlor's Spouse in any previous year.
- 4. This Marital Deduction Trust shall constitute a qualified terminal interest in property (hereinafter referred to as "QTIP") under IRC §2056(b)(7), or any similar provision of the Internal Revenue Code, and the Trustee may elect under this provision for property passing to said trust to be qualified for the Marital Deduction in Settlor's estate for United States estate tax purposes. Settlor anticipates the Trustee will make an election which will minimize the United States estate tax payable as a result of Settlor's death. However, Settlor expects that some consideration be given to the estate tax payable in Settlor's spouse's estate, especially should Settlor's spouse die prior to the time any election is made by the Trustee. A determination by the Trustee with regard to whether to exercise the election shall be conclusive upon all affected persons, and shall be made in the sole discretion of the Trustee.
- 5. Upon the death of Settlor's spouse, the Trustee shall pay to Settlor's spouse's Personal Representative or to any appropriate taxing authority from the principal of the Marital Deduction Trust property any estate, inheritance or succession taxes which may be payable because of the distribution or because of the inclusion thereof in Settlor's spouse's estate for state estate or inheritance tax or United States estate tax purposes and the legal or other expenses incident to the taxation or distribution of such assets, including any interest and penalties. For purposes of this paragraph, the amount of taxes payable shall be those additional taxes incurred at the highest

marginal tax brackets as a result of inclusion of the Marital Deduction Trust property in Settlor's spouse's estate.

6. Upon the death of Settlor's spouse, and after the payment of accrued income as set out above and after payment of any estate, inheritance or succession taxes payable in Settlor's spouse's estate due to inclusion of Marital Deduction Trust property as authorized above, the then remaining assets held in this Marital Deduction Trust shall be held, administered and distributed as part of the Family Trust in accordance with ARTICLE III, Section C of this trust.

Section C. <u>ADMINISTRATION OF THE "FAMILY TRUST"</u>. All remaining trust assets shall be allocated to "The Family Trust"....

ARTICLE VI TRUSTEE'S POWERS AND PROVISIONS CONCERNING FAMILY SECURITIES OR BUSINESS INTERESTS

Section A. Trustee's General Powers. In addition to any specific powers granted in this document, In addition to any specific powers granted in this document, the Trustee shall have all powers granted to a Trustee by the terms of the Nebraska Uniform Trust Code, Neb. Rev. Stat. §\$30-3880 and 30-3881 as the same may exist on the date of execution of this document or as the same may be hereafter amended. The Trustee may hold any property transferred to the Trustee by Settlor or distributed to the Trustee from Settlor's estate for such time as the Trustee deems wise even though such property is not of a kind usually selected by a Trustee as a trust investment and even though such retention may result in inadequate diversification. No Trustee or Successor Trustee shall be obligated to examine the accounts, records, or acts of any previous Trustee or any Personal Representative of Settlor's estate or any agent or attorney-in-fact who acted on Settlor's behalf and shall incur no liability for failing to do so unless such liability arises from a breach of trust committed in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries or from a fiduciary or confidential relationship between the person or entity serving as Trustee and Settlor. The Trustee shall be authorized to make any election to take any expense as a deduction for estate tax or income tax purposes as the Trustee, or any successor, shall from time to time, and at least annually, be entitled to reasonable compensation for the performance of his, her or its fiduciary duties. In extension and not in limitation of the powers given by law or other provisions of this instrument, the following powers may be exercised in Trustee's discretion, without the necessity for court order or approval, to:

- 1. Designate any member of Settlor's family, as defined by Section 2032A of the Internal Revenue Code as it may be amended from time to time, to actively participate with the Trustee in the management of any business enterprise owned by Settlor at death so as to qualify for any election or benefits under the Internal Revenue Code. The Trustee is specifically authorized to delegate any such authority and responsibility Trustee deems advisable or necessary to obtain such benefits without liability. The Trustee may change or substitute the designee with other members of Settlor's family from time to time as he deems advisable. Such designation shall be by instrument signed by the Trustee and subject to revocation at any time.
- 2. Represent any trust created by this document in regard to any government agency, including but not limited to, Social Security Administration, Medicare and Medicaid, Department of Social Services and Consolidated Farm Service Agency.
- 3. In absence of the appointment of a personal representative of my estate, the Trustee shall have the power to elect, consent or otherwise exercise, in the complete and uncontrolled discretion of the Trustee, the rights and powers of a personal representative under applicable state law and Internal Revenue Code in effect upon my

death, and no distributee shall have any claim or right of reimbursement from the Trustee or any other distributee on account of any such election, consent or good faith exercise of such discretion.

Section B. Power to GIFT. In addition to the powers granted above, during Settlor's lifetime, the Trustee is authorized to make gifts of trust property to the extent hereafter provided. The Trustee may make gifts only to Settlor's child or the spouse (if any) of Settlor's child or any issue of the issue Settlor's child as deemed necessary or appropriate by the Trustee. Settlor's child, if serving as a Successor Trustee, may make gifts to herself and or her spouse (if any) and issue as otherwise allowed by this provision. Settlor specifically authorizes the Trustee to prepare and sign on Settlor's behalf any United States Gift Tax Return or any other gift tax return required by present or future law to be filed and Settlor specifically authorizes the Trustee to execute any forms necessary to authorize or confirm an election to make a split-gift with Settlor's spouse. This power to gift may be exercised by the Trustee as deemed necessary by the Trustee for any estate planning purpose, including, but not limited to utilizing Settlor's present annual exclusion or making gifts in excess of Settlor's present annual exclusion as deemed necessary by the Trustee to reduce the size of Settlor's taxable estate.

Section C. <u>Nebraska Uniform Trust Code</u>. To the extent the provisions of this document are inconsistent with the provisions of the Nebraska Uniform Trust Code with respect to the powers granted to the Trustee or limiting the duty to provide reports to only adult income beneficiaries, the provisions of this document shall be controlling unless prohibited by the mandatory provisions of the Nebraska Uniform Trust Code.

ARTICLE VIII DUTIES OF THIRD PARTIES

In no case shall any party dealing with the Trustee in relation to any trust property be obligated to see to the application of any purchase money, rent or money advanced, nor shall any such party be obliged to see that the terms of this trust shall have been complied with or inquire into the necessity or expediency of any act of the Trustee. Every deed, lease or other instrument executed by the Trustee in relation to any real estate or other trust property shall be conclusive evidence in favor of every person relying upon, or claiming under, such conveyance, lease or other instrument:

That at the time of delivery thereof this trust was in full force and effect;

That said instrument was executed in accordance with the trust's conditions and limitations and is binding upon the beneficiaries of the trust; and

That the Trustee was duly authorized and empowered to execute and deliver such deed, lease or other instrument.

ARTICLE XIV APPOINTMENT OF TRUSTEES

Section A. Appointment of Trustee and Successor Trustees.

Marlea M. Spreeman, a resident of Saline County, Nebraska, shall serve as Trustee of the trusts created hereunder. Upon her resignation or in the event of her death or incapacity, Marianne K. Spreeman shall serve as Successor Trustee of the trusts created herein. In the event that Marianne K. Spreeman shall resign or be unable or unwilling to serve or to continue to serve as Successor Trustee, then Union Bank & Trust Company of Lincoln, Nebraska shall serve as Successor Trustee of the trusts created herein. If no Trustee or Successor Trustee nominated to serve by this document is willing or able to serve or continue to serve as Trustee or Successor Trustees or Successor Trustee, a majority in number of the then adult

income beneficiaries of all trusts created by this document may, by a written instrument signed and acknowledged by them and delivered to the appointee, appoint as successor trustee any corporation (including a banking association or trust company chartered by any state or the United States of America if not a corporation) organized under the laws of the United States or of any state and having power to administer trusts created hereunder. The appointment of any successor trustee so appointed shall be final when such appointed successor trustee signs or causes to be signed by an authorized officer any acceptance of such appointment in writing.

- 5. Marlea M. Spreeman died on April 7, 2008, and, as such, Marlea M. Spreeman ceased to act as Trustee of the Trust. The Trust Agreement was not further amended or revoked after execution of the Amended and Restated Trust Agreement and prior to the death of Marlea M. Spreeman and Trust Agreement became irrevocable as a result of the death of Marlea M. Spreeman. No provisions of the Trust Agreement conflict with or contravene the provisions quoted above.
- 6. The above described real estate was conveyed to Marlea M. Spreeman, Trustee of the Marlea M. Spreeman Revocable Trust by Warranty Deed executed on June 20, 2005 which was recorded on June 24, 2005, in Book 339, at Pages 905 906 of the Real Estate Records of Saline County, Nebraska and by Warranty Deed executed on March 17, 2007 which was recorded on March 20, 2007 in Book 353, at Page 790 of the Real Estate Records of Saline County, Nebraska. Marlea M. Spreeman Trustee, took title as the Trustee of the Trust created and maintained by the Trust Agreement.
- 7. Marianne K. Spreeman accepted appointment as Successor Trustee of all trusts created by the Trust Agreement, including the Trust, and has done all acts necessary to vest title of the trust estate, including the above described real estate, in his name as Successor Trustee of said Trust. A copy of the Acceptance of Appointment signed by Marianne K. Spreeman to act as Successor Trustee of all trusts created by the Trust Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.
- 8. Affiant further states that Marlea M. Spreeman did not own any real estate outside the State of Nebraska on the date of her death; that the said Marlea M. Spreeman was not the beneficiary of any other trust at the time of her death which would have caused the assets of any such trust to be included in her gross estate for federal estate tax purposes.

9. This affidavit is made based on affiant's personal knowledge. Further affiant saith not. Dated this 24^{44} day of April, 2008.

Prodlav E Porrows

Subscribed in my presence and sworn to before me on this 2 1th day of April, 2008.

GENERAL NOTARY - State of Nebraska WARD F. HOPPE My Comm. Exp. July 10, 2008 WW Notary Public

EXHIBIT "A"

ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment as the Successor Trustee of all trusts arising by virtue of a Trust Agreement dated June 20, 2005, entered into by and between Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate) which was amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate) which created and maintained the Marlea M. Spreeman Revocable Trust (hereafter referred to as the "Trust"). Marianne K. Spreeman accepts the duties of the office of Successor Trustee of all trusts created and maintained by the Trust Agreement as amended and restated. The initial Trustee of the Trust created by the Trust Agreement, namely, Marlea M. Spreeman, died on April 7, 2008, and her status as Trustee of the Trust was thereby terminated.

Dated this 25 day of April, 2008.

Marianne K. Spreeman

STATE OF NEBRASKA

County of Lancaster

ss.

The foregoing instrument was acknowledged before me on this 23 day of April, 2008, by Marianne K. Spreeman.

Notary Public

No. Gan. Num. Paged

#3 / / /

Ragister of Deads

From and Return to: Brad Barrows, Atty. 5631 South 48th Street, # 220 Lincoln, NE 68516

Fee: \$ 37.50 paid

STATE OF NEBRASKA ss SALINE COUNTY
Entered in numerical index and filed on record, the 5 day of August 20 08a9:00 o'clock AM. and recorded in Book 67 of Misc. Page 498-504

AFFIDAVIT

STATE OF NEBRASKA) ss
County of Lancaster

Comes now Bradley E. Barrows, being first duly sworn on oath and states:

- Affiant is an attorney licensed to practice in the State of Nebraska.
- 2. This affidavit is given in support of title to the following described real estate,

to-wit:

Northwest Quarter (NW¼) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N½ NW¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

Northeast Quarter (NE¼) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

An undivided one-half interest in and to that Portion of Lots 18 and 21, Burley and McClean's South Side Residence Tracts, City of Friend, Saline County, Nebraska, described as follows:

Commencing at the SW Corner of said Lot 21; Thence N00° 41' 57" W (Assumed Bearing) on the West Line of said Lot 21, 100.00 Feet to the Point of Beginning; Thence Continuing N00° 41' 57" W on the West Line of said Lots 18 and 21, 199.97 Feet to the NW Corner of said Lot 18; Thence S89° 46' 00" E on the North Line of said Lot 18, 80.00 feet; Thence S56° 09' 30" E 94.80 Feet; Thence S00° 39' 24" E Parallel with the East Line of said Lot 18, 40.00 Feet; Thence S76° 10' 00" E, 74.00 Feet to the East Line of said Lot 18; Thence S00° 39' 24" E on the East Line of said Lot 18 and 21, 89.95 Feet; Thence N89° 48' 05" W on a Line 100.00 Feet North of and Parallel with the South Line of said Lot 21, 229.64 feet to the Point of Beginning containing 36,616.3 Feet More or Less.

- 3. On June 20, 2005, Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate or the Trust) executed a Trust Agreement which was amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate), hereafter collectively referred to as the "Trust Agreement" which created and maintained the Marlea M. Spreeman Revocable Trust, hereafter referred to as the "Trust".
- 4. The Trust Agreement, as amended and restated, contains the following provisions:

AMENDED AND RESTATED TRUST AGREEMENT

Marlea M. Spreeman, a resident of Saline County, Nebraska, (hereafter called "Settlor"), having created Marlea M. Spreeman Revocable

- 1. The Trustee shall pay the net income from the "Marital Deduction Trust" to Settlor's spouse throughout the term thereof, at least quarter-annually, for and during the term of the life of Settlor's spouse. The Trustee shall distribute to Settlor's spouse, at least annually, all of the income earned on the assets or the required minimum distribution, if greater, in the year of receipt in any Qualified Retirement Plan ("Qualified Plan") or individual retirement account ("IRA") or a portion of any Qualified Plan or IRA established by Settlor to the extent that this trust becomes a beneficiary entitled to distribution from such Qualified Plan or IRA. If the required distributions from any such Qualified Plan or IRA are less than the income earned on the Qualified Plan or IRA assets in any year, the Trustee shall request an additional distribution to insure that all income earned on the Qualified Plan or IRA assets is paid to the Trustee and distributed to Settlor's Spouse each year following Settlor's death. The net income from this trust shall not be subject to assignment, alienation, pledge, attachment or claims of creditors. The Trustee shall, upon demand by Settlor's spouse, convert or make productive any unproductive property held in said trust, including any asset held in any Qualified Plan or IRA. The income accumulated from the date of the last distribution to the date of Settlor's spouse's death shall be distributed to the estate of Settlor's spouse.
 - 2. The Trustee in the Trustee's sole discretion may distribute to Settlor's spouse such amounts of principal as the Trustee considers appropriate for Settlor's spouse's medical expenses, support and maintenance, taking into account all other resources available to Settlor's spouse. Such health, maintenance, or support shall include, but not be limited to, medical, surgical, hospital, and other institutional care, always having in mind the standard of living to which Settlor's spouse has been accustomed and the income and funds that may be available to Settlor's spouse from any other sources known to my Trustee.
 - 3. After Settlor's death and during the lifetime of Settlor's Spouse, the Trustee shall pay to Settlor's Spouse such amounts of principal in addition to any amounts paid pursuant to Article III, Section A, subparagraph 2 as Settlor's Spouse shall from time to time request by an instrument in writing delivered to the Trustee but not including any assets of any Qualified Plan or IRA, provided, the total of such requests by Settlor's spouse shall not exceed in any calendar year the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of the Family Trust at the end of such year. The power to make such requests annually shall be noncumulative. There shall be no carryover of any amounts requested by Settlor's Spouse in any previous year.
 - 4. This Marital Deduction Trust shall constitute a qualified terminal interest in property (hereinafter referred to as "QTIP") under IRC §2056(b)(7), or any similar provision of the Internal Revenue Code, and the Trustee may elect under this provision for property passing to said trust to be qualified for the Marital Deduction in Settlor's estate for United States estate tax purposes. Settlor anticipates the Trustee will make an election which will minimize the United States estate tax payable as a result of Settlor's death. However, Settlor expects that some consideration be given to the estate tax payable in Settlor's spouse's estate, especially should Settlor's spouse die prior to the time any election is made by the Trustee. A determination by the Trustee with regard to whether to exercise the election shall be conclusive upon all affected persons, and shall be made in the sole discretion of the Trustee.
 - 5. Upon the death of Settlor's spouse, the Trustee shall pay to Settlor's spouse's Personal Representative or to any appropriate taxing authority from the principal of the Marital Deduction Trust property any estate, inheritance or succession taxes which may be payable because of the distribution or because of the inclusion thereof in Settlor's spouse's estate for state estate or inheritance tax or United States estate tax purposes and the legal or other expenses

Trust (hereafter referred to as the "Trust"), pursuant to Trust Agreement, dated June 20, 2005, entered into between Marlea M. Spreeman, as Settlor and Marlea M. Spreeman, as Trustee (hereafter referred to as "Trustee", whether one or more) and LeRoy E. Spreeman, as Settlor's Spouse, hereby completely revises, amends, restates and declares such Trust Agreement pursuant to powers reserved by Settlor in the Trust Agreement.

Settlor delivered certain property to Marlea M. Spreeman, as Trustee, and Trustee received said property and additions thereto, in trust, and in consideration of the promises and mutual covenants and agreements contained herein all property currently held by Trustee in trust together and additions thereto shall be held for the following purposes and under the following terms and conditions:

ARTICLE I GENERAL PROVISIONS

Section A. NAME OF TRUST. This Trust shall continue to be known as the "Marlea M. Spreeman Revocable Trust" but other forms of registration are permissible.

Section B. CERTIFICATE OF TRUST. In order to facilitate the convenient administration of this Trust, including the registration and transfer of assets to and from this Trust, the Trustee shall have the power to execute a Certificate of Trust describing any Trust matter, including, but not limited to, a description of the terms of this Trust, the administrative powers of the Trustee, and the identity of any current Trustee. Any person who receives an original or a photocopy of the said Certificate of Trust shall be held harmless in relying on same, and any such person shall not be obligated to inquire into the terms of this Trust or to maintain any copy of this Trust.

ARTICLE III ADMINISTRATION OF TRUST AFTER DEATH OF SETTLOR

Section A. MARITAL DEDUCTION TRUST.

- 1. Upon the death of Settlor, if Settlor is survived by her spouse, the Trustee shall set aside and establish from the trust fund an amount equal to the maximum marital deduction allowable to Settlor's estate as finally determined for United States estate tax purposes, less the value so determined of all other property interest passing to Settlor's surviving spouse which are includable in Settlor's gross estate for United States estate tax purposes and which qualify for such marital deduction; and less such further amount, if any, required to increase my taxable estate to the largest amount that will result in the least amount of United States estate tax payable as a result of Settlor's death, after taking into account the applicable exclusion amount or exemption equivalency then in effect and all allowable credits, provided that state death tax credit shall be taken into account only to the extent that it does not result in an increase in state or United States death taxes otherwise payable.
- 2. The "Marital Deduction Trust" shall first be funded with property other than property qualifying for Special Use Valuation under IRC §2032A, if any.
- 3. All the rest, residue and remainder of this trust that is not allocated to the "Marital Deduction Trust" shall be placed in a separate trust to be designated as the "Family Trust", to be held, administered and distributed in accordance with the provisions of ARTICLE III, Section C of this trust agreement.

Section B. <u>ADMINISTRATION OF THE "MARITAL DEDUCTION TRUST"</u>. The "Marital Deduction Trust" shall be held, administered and disposed as follows:

incident to the taxation or distribution of such assets, including any interest and penalties. For purposes of this paragraph, the amount of taxes payable shall be those additional taxes incurred at the highest marginal tax brackets as a result of inclusion of the Marital Deduction Trust property in Settlor's spouse's estate.

6. Upon the death of Settlor's spouse, and after the payment of accrued income as set out above and after payment of any estate, inheritance or succession taxes payable in Settlor's spouse's estate due to inclusion of Marital Deduction Trust property as authorized above, the then remaining assets held in this Marital Deduction Trust shall be held, administered and distributed as part of the Family Trust in accordance with ARTICLE III, Section C of this trust.

Section C. <u>ADMINISTRATION OF THE "FAMILY TRUST"</u>. All remaining trust assets shall be allocated to "The Family Trust"....

ARTICLE VI TRUSTEE'S POWERS AND PROVISIONS CONCERNING FAMILY SECURITIES OR BUSINESS INTERESTS

Section A. TRUSTEE'S GENERAL POWERS. In addition to any specific powers granted in this document, In addition to any specific powers granted in this document, the Trustee shall have all powers granted to a Trustee by the terms of the Nebraska Uniform Trust Code, NEB. REV. STAT. §\$30-3880 and 30-3881 as the same may exist on the date of execution of this document or as the same may be hereafter amended. The Trustee may hold any property transferred to the Trustee by Settlor or distributed to the Trustee from Settlor's estate for such time as the Trustee deems wise even though such property is not of a kind usually selected by a Trustee as a trust investment and even though such retention may result in inadequate diversification. No Trustee or Successor Trustee shall be obligated to examine the accounts, records, or acts of any previous Trustee or any Personal Representative of Settlor's estate or any agent or attorney-in-fact who acted on Settlor's behalf and shall incur no liability for failing to do so unless such liability arises from a breach of trust committed in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries or from a fiduciary or confidential relationship between the person or entity serving as Trustee and Settlor. The Trustee shall be authorized to make any election to take any expense as a deduction for estate tax or income tax purposes as the Trustee deems appropriate, including as specifically provided hereafter. The Trustee, or any successor, shall from time to time, and at least annually, be entitled to reasonable compensation for the performance of his, her or its fiduciary duties. In extension and not in limitation of the powers given by law or other provisions of this instrument, the following powers may be exercised in Trustee's discretion, without the necessity for court order or approval, to:

- 1. Designate any member of Settlor's family, as defined by Section 2032A of the Internal Revenue Code as it may be amended from time to time, to actively participate with the Trustee in the management of any business enterprise owned by Settlor at death so as to qualify for any election or benefits under the Internal Revenue Code. The Trustee is specifically authorized to delegate any such authority and responsibility Trustee deems advisable or necessary to obtain such benefits without liability. The Trustee may change or substitute the designee with other members of Settlor's family from time to time as he deems advisable. Such designation shall be by instrument signed by the Trustee and subject to revocation at any time
- 2. Represent any trust created by this document in regard to any government agency, including but not limited to, Social Security Administration, Medicare and Medicaid, Department of Social Services and Consolidated Farm Service Agency.
- In absence of the appointment of a personal representative of my estate, the Trustee shall have the power to elect, consent or

otherwise exercise, in the complete and uncontrolled discretion of the Trustee, the rights and powers of a personal representative under applicable state law and Internal Revenue Code in effect upon my death, and no distributee shall have any claim or right of reimbursement from the Trustee or any other distributee on account of any such election, consent or good faith exercise of such discretion.

Section B. Power to GIFT. In addition to the powers granted above, during Settlor's lifetime, the Trustee is authorized to make gifts of trust property to the extent hereafter provided. The Trustee may make gifts only to Settlor's child or the spouse (if any) of Settlor's child or any issue of the issue Settlor's child, if serving as a Successor Trustee, may make gifts to herself and or her spouse (if any) and issue as otherwise allowed by this provision. Settlor specifically authorizes the Trustee to prepare and sign on Settlor's behalf any United States Gift Tax Return or any other gift tax return required by present or future law to be filed and Settlor specifically authorizes the Trustee to execute any forms necessary to authorize or confirm an election to make a split-gift with Settlor's spouse. This power to gift may be exercised by the Trustee as deemed necessary by the Trustee for any estate planning purpose, including, but not limited to utilizing Settlor's present annual exclusion or making gifts in excess of Settlor's present annual exclusion as deemed necessary by the Trustee to reduce the size of Settlor's taxable estate.

Section C. Nebraska Uniform Trust Code. To the extent the provisions of this document are inconsistent with the provisions of the Nebraska Uniform Trust Code with respect to the powers granted to the Trustee or limiting the duty to provide reports to only adult income beneficiaries, the provisions of this document shall be controlling unless prohibited by the mandatory provisions of the Nebraska Uniform Trust Code.

ARTICLE VIII DUTIES OF THIRD PARTIES

In no case shall any party dealing with the Trustee in relation to any trust property be obligated to see to the application of any purchase money, rent or money advanced, nor shall any such party be obliged to see that the terms of this trust shall have been complied with or inquire into the necessity or expediency of any act of the Trustee. Every deed, lease or other instrument executed by the Trustee in relation to any real estate or other trust property shall be conclusive evidence in favor of every person relying upon, or claiming under, such conveyance, lease or other instrument:

That at the time of delivery thereof this trust was in full force and effect;

That said instrument was executed in accordance with the trust's conditions and limitations and is binding upon the beneficiaries of the trust; and

That the Trustee was duly authorized and empowered to execute and deliver such deed, lease or other instrument.

ARTICLE XIV APPOINTMENT OF TRUSTEES

. . .

Section A. APPOINTMENT OF TRUSTEE AND SUCCESSOR TRUSTEES.

Marlea M. Spreeman, a resident of Saline County, Nebraska, shall serve as Trustee of the trusts created hereunder. Upon her resignation or in the event of her death or incapacity, Marianne K. Spreeman shall serve as Successor Trustee of the trusts created herein. In the event that Marianne K. Spreeman shall resign or be unable or unwilling to serve or to continue to serve as Successor Trustee, then Union Bank & Trust Company of Lincoln,

Nebraska shall serve as Successor Trustee of the trusts created herein. If no Trustee or Successor Trustee nominated to serve by this document is willing or able to serve or continue to serve as Trustee or Successor Trustees or Successor Trustee, a majority in number of the then adult income beneficiaries of all trusts created by this document may, by a written instrument signed and acknowledged by them and delivered to the appointee, appoint as successor trustee any corporation (including a banking association or trust company chartered by any state or the United States of America if not a corporation) organized under the laws of the United States or of any state and having power to administer trusts created hereunder. The appointment of any successor trustee so appointed shall be final when such appointed successor trustee signs or causes to be signed by an authorized officer any acceptance of such appointment in writing.

- 5. Marlea M. Spreeman died on April 7, 2008, and, as such, Marlea M. Spreeman ceased to act as Trustee of the Trust. The Trust Agreement was not further amended or revoked after execution of the Amended and Restated Trust Agreement and prior to the death of Marlea M. Spreeman and Trust Agreement became irrevocable as a result of the death of Marlea M. Spreeman. No provisions of the Trust Agreement conflict with or contravene the provisions quoted above.
- 6. The above described real estate was conveyed to Marlea M. Spreeman, Trustee of the Marlea M. Spreeman Revocable Trust by Warranty Deed executed on June 20, 2005 which was recorded on June 24, 2005, in Book 339, at Pages 905 906 of the Real Estate Records of Saline County, Nebraska and by Warranty Deed executed on March 17, 2007 which was recorded on March 20, 2007 in Book 353, at Page 790 of the Real Estate Records of Saline County, Nebraska. Marlea M. Spreeman Trustee, took title of the real estate as the Trustee of the Trust created and maintained by the Trust Agreement.
- 7. Marianne K. Spreeman accepted appointment as Successor Trustee or Trustee of all trusts created by the Trust Agreement, including the Trust, Family Trust and Marital Deduction Trust and has done all acts necessary to vest title of the trust estate, including the above described real estate, in her name as Successor Trustee of said Trust. A copy of the Acceptance of Appointment signed by Marianne K. Spreeman to act as Successor Trustee of all trusts created by the Trust Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.
- 8. Affiant further states that Marlea M. Spreeman did not own any real estate outside the State of Nebraska on the date of her death; that the said Marlea M. Spreeman was not the beneficiary of any other trust at the time of her death which would have caused the assets of any such trust to be included in her gross estate for federal estate tax purposes.

9. This affidavit is made based on affiant's personal knowledge. Further affiant saith not.

Dated this 30 day of July, 2008.

Bradley F Barrows

Subscribed in my presence and sworn to before me on this 30 day of July, 2008.

GENERAL NOTARY - Stale of Nebraska SHERYL L. LIERMAN My Comm. Exp. March 19, 2010

Notary Public

Exhibit" A"

ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment as the Successor Trustee of all trusts arising by virtue of a Trust Agreement dated June 20, 2005, entered into by and between Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate) which was amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate) which created and maintained the Marlea M. Spreeman Revocable Trust (hereafter referred to as the "Trust"). Marianne K. Spreeman accepts the duties of the office of Successor Trustee of all trusts created and maintained by the Trust Agreement as amended and restated. The initial Trustee of the Trust created by the Trust Agreement, namely, Marlea M. Spreeman, died on April 7, 2008, and her status as Trustee of the Trust was thereby terminated.

Dated this 25 day of April, 2008.

Marianne K. Spreeman

STATE OF NEBRASKA

County of Lancaster

The foregoing instrument was acknowledged before me on this 23 day of April, 2008, by Marianne K. Spreeman.

No. Gen. Num. Paged #9 / / Register of Deeds

From and Return to:

Brad Barrows

5631 South 48th Street #220

Lincoln, NE 68516 Fee: \$ 11.50 paid STATE OF NEBRASKA } SS

Entered in numerical index and filed on record, the 18 day of August 2008 at1:300'clock P M. and recorded in Book 67 of Misc. Page 547-54

67 of Misc. Page 547-548

County Clerk

IN THE COUNTY COURT OF SALINE COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE

OF

MARLEA M. SPREEMAN,

Deceased.

Case No. PR08-37

RENUNCIATION

FILED BY THE CLERK OF THE SALINE COUNTY COURT ON

AUG 1 6 2008

The undersigned states:

WILBER, NEBRASKA

- 1. Marlea M. Spreeman (hereafter referred to as "Decedent") died on April 7, 2008.
- 2. On June 20, 2005, Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate or the Trust) executed a Trust Agreement which was amended and restated by Amended and Restated Trust Agreement executed on March 17, 2007 executed by Marlea M. Spreeman, as Settlor, and Marlea M. Spreeman, as Trustee, and LeRoy E. Spreeman, as Settlor's Spouse (to waive his right to elect against Settlor's estate), hereafter collectively referred to as the "Trust Agreement" which created and maintained the Marlea M. Spreeman Revocable Trust (hereafter referred to as "Revocable Trust"). The Marlea M. Spreeman Family Trust (hereafter referred to as "Family Trust") and the Marlea M. Spreeman Marital Deduction Trust (hereafter referred to as "Marital Deduction Trust") are sub-trusts created and maintained pursuant to the Trust Agreement.
- 3. The undersigned is an heir at law of Decedent and beneficiary of one or more trusts created and maintained pursuant to the Trust Agreement who also also has a statutory entitlement of election with respect to property pursuant to the Nebraska Probate Code unless waived.
- 4. The undersigned declares that this Renunciation is an irrevocable and unqualified refusal to accept in whole or in part any beneficial interest in any and all assets to be used to fund the Marlea M. Spreeman Family Trust as created and maintained pursuant to the provisions of the Trust Agreement which is an amount equal to the unused

applicable exclusion amount (also referred to as the exemption equivalency of the unified credit for United States estate and gift tax) available to Decedent's estate as the same would be used to fund the Marlea M. Spreeman Family Trust as created and maintained pursuant to the provisions of the Trust Agreement. Further, the undersigned renounces and waives any statutory right he may have to elect against Decedent's estate. This Renunciation shall specifically apply to the real estate distributed to the trustee of the Marlea M. Spreeman Family Trust, including:

Northwest Quarter (NW¼) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N½ NW¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

Northeast Quarter (NE¼) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska.

5. The undersigned makes this Renunciation under the provisions of the Nebraska Probate Code § 30-2352 and under the provisions of the Internal Revenue Code § 2518. The undersigned has not accepted any interest or benefit in, dominion over, and has not assigned, transferred nor waived the right to renounce the disclaimed property nor has such property been sold or disposed of pursuant to judicial process.

Dated this 13 day of August, 2008.

LeRoy F. Spreeman

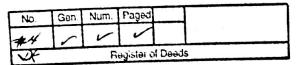
STATE OF NEBRASKA

County of Lancaster

The foregoing Renunciation was acknowledged before me on the 13^{t} day of $\frac{1}{1}$ $\frac{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$

GENERAL NOTARY-State of Nebraska
BRADLEY E. BARROWS
My Comm. Exp. January 3, 2010

Notary Public



From and Return to:
Bradley E. Barrows
5631 South 48th Street, Suite 220
Lincoln, NE 68516
Fee: \$ 12.50 paid

STATE OF NEBRASKA ss SALINE COUNTY
Entered in numerical index and filed on record, the 2 day of January 2009 atl1:580'clock A M. and recorded in Book 68 of Misc. Page 251-252

County Clerk

CERTIFICATE OF COUNTY COURT PROCEEDING INVOLVING REAL ESTATE

IN THE COUNTY COURT OF SALINE COUNTY, NEBRASKA.

This is to certify that there is pending in the County Court of Saline County, Nebraska, a proceeding entitled IN THE MATTER OF THE ESTATE OF MARLEA M. SPREEMAN, Deceased, Case No. PR08-37, which is a proceeding involving probate of Will in which proceeding the following described real estate is involved:

Northwest Quarter (NW¼) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N½ NW¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

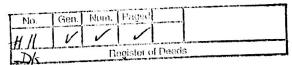
Northeast Quarter (NE¼) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

An undivided one-half interest in and to that Portion of Lots 18 and 21, Burley and McClean's South Side Residence Tracts, City of Friend, Saline County, Nebraska, described as follows:

Commencing at the SW Corner of said Lot 21; Thence N00° 41' 57" W (Assumed Bearing) on the West Line of said Lot 21, 100.00 Feet to the Point of Beginning; Thence Continuing N00° 41' 57" W on the West Line of said Lots 18 and 21, 199.97 Feet to the NW Corner of said Lot 18; Thence S89° 46' 00" E on the North Line of said Lot 18, 80.00 feet; Thence S56° 09' 30" E 94.80 Feet; Thence S00° 39' 24" E Parallel with the East Line of said Lot 18, 40.00 Feet; Thence S76° 10' 00" E, 74.00 Feet to the East Line of said Lot 18; Thence S00° 39' 24" E on the East Line of said Lot 18 and 21, 89.95 Feet; Thence N89° 48' 05" W on a Line 100.00 Feet North of and Parallel with the South Line of said Lot 21, 229.64 feet to the Point of Beginning containing 36,616.3 Feet More or Less.

County Judge/Registrar

Prepared and Submitted by: Hoppe, Vogt & Barrows, L.L.P. Bradley E. Barrows, #15265 5631 S. 48th St., Suite 220 Lincoln, NE 68516 (402) 328-8100



From and Return to: Svehla, Barrows, Thomas & Rauert, P.C. 408 Platte Ave., Suite A

York, NE 68467 Fee: \$ 11.50 Paid

STATE OF NEBRASKA } ss SALINE COUNTY Entered in numerical index and filed on record, the 24 day of June 2005 at 9:00 o'clock A M. and recorded in Book339 of Records Page 905-906

Thyll County Clerk

WARRANTY DEED

Marlea M. Spreeman, also known as Marlea Mae Spreeman and Marlea Spreeman and LeRoy E. Spreeman, wife and husband, Grantors, in consideration of trust, received from Grantee, Marlea M. Spreeman, Trustee of the Marlea M. Spreeman Revocable Trust, convey to Grantee, the following described real estate (as defined in Neb. Rev. Stat. §76-201):

Northwest Quarter (NW 1/4) of Section Fifteen (15), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

North Half of the Northwest Quarter (N ½ NW ¼) of Section Fourteen (14), Township Seven (7) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska; and

Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Eight (8) North, Range One (1) East of the 6th P.M., in Saline County, Nebraska.

LeRoy E. Spreeman joins in this Deed only to convey any marital interest he may have in the above described real estate, Marlea M. Spreeman being the owner thereof immediately before this conveyance.

Marlea M. Spreeman, as Grantor, being the owner of the above referenced property prior to the conveyance completed by this Deed, covenants with Grantee that he:

- is lawfully seised of such real estate and that it is free from encumbrances (1)except to easements and restrictions of record;
 - has legal power and lawful authority to convey the same; (2)
- warrants and will defend title to the real estate against the lawful claims of all (3)persons.

Executed this 20th day of June, 2005.

NEBRASKA DOCUMENTANY STAMP TAX By Soldier Date

Marlea M. Spreeman

Marlea M. Spreeman

LeRoy E. Spreeman

STATE OF NEBRASKA)
) ss.
County of York)

The foregoing instrument was acknowledged before me this 20th day of June, 2005, by Marlea M. Spreeman and LeRoy E. Spreeman, wife and husband.

GENERAL NOTARY - State of Nebraska BRADLEY E. BARROWS My Comm. Exp. Jan. 3, 2006

Notary Public

My commission expires:_

K:\Spreeman, LeRoy & Marlea\Deeds - 2005.wpd

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Filed for record and en March 17, 197	ounty of Saline itered in Numerical Index 6 at 9:00 o'clock 132 , Page	А. м.,	From & ret. to: Ray L. Svehla, Attorney,
County Clerk or Register of Deeds	Deputy County Cle Deputy Register of	erk or	York, Nebraska 68467 Fee: \$ 3.25 paid
	WARRANTY	DEED	
LeRoy E. Spr	eeman and Marlea Sp	reeman, hu	isband and wife; the grantor whether one or more,
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Marlea M. Sp	reeman		
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and appurtenances thereto And the grantor d	belonging unto the grantce a	nd to grantee's grantee and	with grantee's heirs and assigns
0 0	and lawful authority to conve		and that grantor warrants and will ons whomsoever.
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	Before me, a notary	public qualifi	ed for said county, personally came
SKA DOCUMENTARY STAMP TAX	. Spreeman and Marl	ea Spreem	an, husband and wife
MAR 17 1976	foregoing instrument and her or their voluntary act	acknowledged and deed.	rson or persons who signed the the execution thereof to be his,
RAY L. SVEHLA General Notary - State of Neber	Witness my hand and not	arin seal on .	Lebruary 25, 1976 Notary Public
My Commission Expired May 10, 1977	My commiss	sion expires	May 10 , 19 77

Form 2.2 Approved by Nebraska State Bar Association

Felton & Wolf Co., Lincoln, Nebr.

KNOW ALL MEN BY THESE PRESENTS, That I, Anna O'Brien, a widow

in hand paid, do hereby grant, bargain, sell, convey and confirm unto LeRoy E. Spreeman and Marlea Spreeman, husband and wife

as JOINT TENANTS, and not as tenants in common or of a community estate; the following described real estate, situated in the County of Baline and State of Nebraska . to-wit:

North Half of the Northwest Quarter (NaNW1) of Section Fourteen (14), Township Seven (7) North, Range One (1)

East of the 6th P.M.

NEBRASKA DOCUMENTARY STAMP TAX APR 6 1972 18.15 BY 90XS

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantors , of, in or to the same, or any part thereof; subject to Easements of record.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and I the grantor named herein for myself and my heirs, executors, and of the survivor of them, that I am lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that I the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; that they are free from incumbrance the said grantor have and right and lawfully seized of said premises; the said grantor have and right and lawfully seized of said premises; the said grantor have and right and the said grantor have good right and lawful authority to sell the at I the will and My heirs, executors and administrators shall warrant and desame, and that fend the same unto the grantees named herein and unto their assigns and unto their heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF I have hereunto set my hand this 18th day of have hereunto set my IN WITNESS WHEREOF this 18th day of

x anna O'BriEn , A. D. October, 1968

In presence of

STATE OF Kansas | Ss. On this 18th day of October , 1968 County of Sedgwick

A nna O'Brien, a Widow

acknowledged said instrument to be her voluntary act and deed. WITNESS my hand and Notorial Seal the date last oforesaid.

Carol J. Zahnley

My commission expires on the 5th day of Carol October Notary Public.

M. D...1970...

CERTIFICATE

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S. LA		
TATE OF NEBRASKA	On thisday of, 19, before	e me,
}ss.	the undersigned, a Notary Public in and for said county, personally cam	
COUNTY)	-1	
	husband and wife, whose names are affixed to the foregoing certificate and are personally known to me to be the grantees in the above instrument of veyance and acknowledge the acceptance and delivery of said instrument conveyance and the execution of said certificate to be their voluntary acknowledge and that the recitals of said certificate are true.	con- nt of
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