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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

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*Lloyd J. Dowding*

REGISTER OF DEEDS



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INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

*R.R.*

ACKNOWLEDGMENT OF POWER OF SALE

The undersigned hereby acknowledge that he, Earl F. Long, understands that the document he is about to execute is a Deed of Trust on: **Lot One C (1C), La Vista Subdivision Replat, La Vista, Sarpy County, Nebraska, commonly referred to as 7121 Harrison Street**; and not a mortgage and that said Deed of Trust contains a power of sale which provides substantially different rights and obligations than a mortgage in the event of a default or breach of obligation. The undersigned further acknowledges that he has signed this document prior to executing the Deed of Trust referred to herein.

Dated: <sup>Sept.</sup> ~~August~~ 22, 2009.

*Earl F. Long*  
Earl F. Long



STATE OF NEBRASKA

COUNTY OF Sarpy ss.

On this <sup>Sept.</sup> ~~22~~ day of ~~August~~, 2009, before me, the undersigned notary public, duly commissioned and qualified in and for said county and state, personally came Earl F. Long, whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Dated: <sup>Sept.</sup> ~~August~~ 22, 2009.

*Fabian S. Woolard*  
Notary Public

DEED OF TRUST

This Deed of Trust ("Security Instrument") is made August \_\_, 2009. The Trustor, whether one or more, is Earl F. Long ("Borrower"). The Trustee is Terry K. Barber ("Trustee"). The Beneficiary is Barber & Barber, P.C., L.L.C. ("Lender"). For services rendered, and according to the most recent statement from Lender to Borrower, Borrower owes Lender the principal sum of Twenty-One Thousand Twenty-Seven and 11/100 (\$21,027.11) Dollars. This debt is evidenced by Borrower's acknowledgement, and by this document, as of the date hereof, which indebtedness is due on demand. This Security Instrument secures to Lender: (a) repayment of the debt described, and future advances made, at the Lender's discretion, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. The Trustor, therefore, for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid, conveys and warrants to Terry K. Barber, as Trustee, the following described real estate, with all improvements thereon:

Lot One C (1C), La Vista Subdivision Replat, La Vista, Sarpy County, Nebraska, commonly referred to as 7121 Harrison Street; ("Property Address");

together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights, and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay or see to the payment, when due, of the principal and interest on the debt evidenced by the Lender's statements and this acknowledgement.

2. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Borrower at Borrower's sole expense, beginning on the date of this Security Instrument, and during the full term of the Deed of Trust, shall insure the Property in an amount not less than the fair market value of the Property, against perils of fire and other events of extended coverage. The proceeds of any such insurance paid on account of the perils aforesaid, will be used to defray the costs of repairing the damage done to the Property. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums due on the Note and Deed of Trust, whether or not then due. The policy will be in the name of Borrower and Lender as their interests may appear, and shall contain a provision that Lender shall be notified by the insurance company of non-renewal, material change, modification or cancellation of such insurance coverage by at least ten (10) days' written notice. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

5. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under paragraph 5, Lender does not have to do so. Any amounts disbursed by Lender under paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, upon notice from Lender to Borrower requesting payment.

6. Lender or Lender's agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by the Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date referred to in paragraph 1.

8. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has not acknowledged, in writing, the indebtedness described herein: (a) is co-signing this Security Instrument only to mortgage, grant, and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to terms of this Security Instrument or the acknowledgement of indebtedness without that Borrower's consent.

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10. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the acknowledgement of indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the acknowledgement of indebtedness.

11. If enactment or expiration of applicable law has the effect of rendering any provision of the acknowledgement of indebtedness or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

12. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at 7501 South 76<sup>th</sup> Avenue, La Vista, Nebraska 68128, or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the Lender, at Lender's current mailing address, with a copy to the Trustee, at Box 4555, Lincoln, Nebraska 68504, or any other address Lender designates by written notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. This Security Instrument shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the acknowledgement of indebtedness are declared to be severable.

14. The Borrower shall be given one conformed copy of the acknowledgement of indebtedness and of this Security Instrument.

15. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 15 days before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the acknowledgement of indebtedness had no acceleration occurred; (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 11 or 15.

Non-uniform Covenants. Borrower and Lender further covenant and agree as follows:

17. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 11 or 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone the sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. More specifically: Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the terms of this Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument as provided herein. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all sums secured by the Security Instrument are paid in full.

19. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender the Security Instrument and all acknowledgements of indebtedness evidencing debt secured by this Security Instrument to the Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or person legally entitled to it. Such person or person shall pay any recordation costs.

20. Lender, at its option, may from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Borrower requests that copies of the notice of default and sale be sent to Borrower's address which is the Property Address. Borrower further requests that copies of the notice of default and sale be sent to each person who is a party hereto at the address of such person set forth herein.

22. (Unless the Property is their principal residence) Borrower acknowledges that they have no homestead interest or claim in the Property described herein.

By signing below, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument.

*Earl F. Long*  
Earl F. Long

STATE OF NEBRASKA

COUNTY OF Sarpy ss.



On this ~~August~~ <sup>Sept.</sup> 22, 2009, before me, the undersigned notary public, duly commissioned and qualified in and for said county and state, personally came Earl F. Long, whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Dated: ~~August~~ <sup>Sept.</sup> 22, 2009.

*Fabian Woolard*  
Notary Public