

No.	Gen.	Num.	Paged	
#3	✓	✓	✓	
dk Register of Deeds				

From and Return to:  
Home & Country LLC  
133 Maple Street  
Friend, NE 68359  
Fee: \$ 64.00 paid (check)

2013 00957  
STATE OF NEBRASKA } ss  
SALINE COUNTY  
Entered in numerical index and filed on  
record, the 22 day of May  
2013 at 9:00 o'clock A M. and recorded  
in Book 397 of Records Page 460-469

*Jinda Kastanek*  
County Clerk

Return To:  
GENERATIONS BANK  
139 SOUTH EXETER AVENUE  
EXETER, NE 68351

State of Nebraska \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

### REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement  Master form recorded by \_\_\_\_\_

1. **DATE AND PARTIES.** The date of this Deed of Trust is 05-20-2013 and the parties and their addresses are as follows:

TRUSTOR:

CHRIST MEYER AND ANITA K. MEYER, AS HUSBAND AND WIFE  
120 WALNUT  
FRIEND, NE 68359

Refer to the Addendum which is attached and incorporated herein for additional Trustors, signatures and acknowledgments.

TRUSTEE:

GENERATIONS BANK  
139 S. EXETER AVENUE  
EXETER, NE 68351

BENEFICIARY:

GENERATIONS BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
139 SOUTH EXETER AVENUE  
PO BOX 19 EXETER, NE 68351

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:

THE SOUTH 10 FEET OF LOT 6, ALL OF LOT 7, AND THE NORTH 40 FEET OF LOT 8, ALL IN A.E. MOELLER'S SUBDIVISION OF BLOCK 5 IN C.E. FRIEND'S THIRD ADDITION, FRIEND, SALINE COUNTY, NEBRASKA

The property is located in SALINE (County) at 703 MAIN STREET  
FRIEND, Nebraska 68359  
 (Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 16,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

PROMISSORY NOTE TO CHRIST MEYER AND ANITA K. MEYER DATED MAY 20, 2013 WITH A MATURITY DATE OF MAY 20, 2018

- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
- C. All obligations Trustor owes to Beneficiary, which now exist or 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 Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

DESIGNATION OF HOMESTEAD

Pursuant to the Farm Homestead Protection Act, designation of homestead [ ] is attached to this Deed of Trust and made a part hereof [ ] has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.

[ ] Actual authority was granted to the parties signing below by resolution signed and dated \_\_\_\_\_.

Entity Name: \_\_\_\_\_

*Christ Meyer*  
(Signature) CHRIST MEYER

5/20/13  
(Date)

*Anita K. Meyer*  
(Signature) ANITA K. MEYER

05/20/2013  
(Date)

(Signature)

(Date)

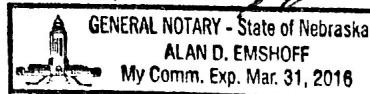
(Signature)

(Date)

ACKNOWLEDGMENT:

(Individual) STATE OF NE, COUNTY OF FILLMORE } ss.  
This instrument was acknowledged before me this day 20TH of MAY, 2013  
by CHRIST MEYER, ANITA K. MEYER, AS HUSBAND AND WIFE  
My commission expires: 03-31-2016

*Alan D. Emshoff*  
(Notary Public)  
ALAN D. EMSHOFF



(Business or Entity Acknowledgment) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this day \_\_\_\_\_ of \_\_\_\_\_  
by \_\_\_\_\_ (Title(s))  
of \_\_\_\_\_ (Name of Business or Entity)  
a \_\_\_\_\_ on behalf of the business or entity.  
My commission expires: \_\_\_\_\_

(Notary Public)