MTG 2010065076

JUL 23 2010 12:15 P 5

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BKP ____ C/O ____ COMP ____
DEL ____ SCAN ____ FV ____
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/23/2010 12:15:10.61
2010065076

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

RETURN TO:
SOUTHWEST FINANCIAL SERVICES, LTD
P.O. BOX 300
CINCINNATI, OH 45273-8043

CHECK NUMBER
0000385125

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

016962375-000161197

Return To (name and address):
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

State of Nebraska — Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

☐ **Construction Security Agreement**

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is .....*07/02/2010*..... . The parties and their addresses are:

TRUSTOR:
LONNIE E. SMITH and PAULA SMITH, Husband and Wife.

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

TRUSTEE:
U.S. Bank Trust Company, National Association,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

BENEFICIARY:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property:
See attached Exhibit "A"

https://landmarkweb.douglascounty-ne.gov/LandmarkWeb//Document/GetDocumentForPr... 2/21/2018

The property is located in DOUGLAS COUNTY ..... at .....
(County)
11769 175TH CIR N , BENNINGTON ....., Nebraska ....68007-5712...
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ ..111,000.00..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You **must** specifically identify the debt(s) secured and you should include the **final maturity** date of such debt(s).)*

Borrower(s): LONNIE SMITH and PAULA SMITH
Principal/Maximum Line Amount: 111,000.00
Maturity Date: 07/05/2035
Note Date: 07/02/2010

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 executed by Trustor in favor of Beneficiary after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Trustor owes to Beneficiary, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.

D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Security Instrument.

In the event that Beneficiary fails to provide any required notice of the right of rescission, Beneficiary waives any subsequent security interest in the Trustor's principal dwelling that is created by this Security Instrument.

5. **MASTER FORM.** By the delivery and execution of this Security Instrument, Trustor agrees that all provisions and sections of the master form Deed of Trust (Master Form), inclusive, dated .....09/05/2007..... and recorded as Recording Number ..... or Instrument Number .2007101332..... in Book ..... at Page(s) ..... of the Official Records in the Office of the Register of Deeds of ..DOUGLAS..... County, Nebraska, are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.

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6. ☐ **CONSTRUCTION LOAN.** This Security Instrument is a construction security interest which secures an obligation incurred for the construction of an improvement on the Property.

7. **OTHER TERMS.** ☐ **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the covenants and agreements of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security Instrument.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

Lonnie E. Smith 7-2-10
(Signature) LONNIE E. SMITH (Date)

Paula Smith 7-2-10
(Signature) PAULA SMITH (Date)

ACKNOWLEDGMENT:

STATE OF Nebraska, COUNTY OF Douglas } ss.

(Individual) This instrument was acknowledged before me this 2nd day of July, 2010

by LONNIE E. SMITH and PAULA SMITH, Husband and Wife.

My commission expires: March 27, 2012

Nick Klein
(Notary Public)

NICK KLEIN
General Notary
State of Nebraska
My Commission Expires Mar 27, 2012

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EXHIBIT "A" LEGAL DESCRIPTION

Account #: 16962375
Order Date : 06/14/2010
Reference : 20101651204210
Name : LONNIE SMITH
PAULA SMITH
Deed Ref : N/A

Index #:

Parcel #: 1137 0234 06

THE FOLLOWING DESCRIBED REAL PROPERTY IN DOUGLAS COUNTY, NEBRASKA (HEREIN THE "PROPERTY"):

LOT(S) 68 IN BENNINGTON LAKE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2003178553, OF THE DOUGLAS COUNTY, NEBRASKA RECORDS.