

PREFACE TO MORTGAGE OR TRUST DEED UNDER  
FARM HOMESTEAD PROTECTION ACT  
WAIVER AND DISCLAIMER

1958

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✓  
✓  
✓

In accordance with the provisions of the Nebraska Farm Homestead Protection Act, the undersigned, Lyle A. & Jeanyne L. Bang, Wayne L. & Shelley R. Bang, and Jay M. & Jeanyne Bang, prior to executing the attached Mortgage or Trust Deed dated January 24, 1996, by and between the undersigned and SCRIBNER BANK, Scribner, Nebraska (hereinafter referred to as "Mortgage or Trust Deed") hereby state and acknowledge:

DISCLAIMER

1. That no part of the homestead of the undersigned is presently or in the future will be situated on the following described real estate (hereinafter "Parcel 1") nor are there any buildings sufficient to be designated as a homestead presently located upon Parcel 1:

See Exhibit "A" (attached)

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Carol M. Johnson  
REGISTER OF DEED  
DODGE COUNTY, N.

- The undersigned acknowledge that while the Mortgage or Trust Deed remains unsatisfied and a lien upon Parcel 1, they shall have no right presently or in the future to make a designation of homestead in the event of a foreclosure or trustee's sale under the Mortgage or Trust Deed.
- The undersigned acknowledge that if, contrary to this Disclaimer, they establish a homestead on Parcel 1 during the time the Mortgage or Trust Deed remains unsatisfied and a lien upon Parcel 1, they shall have no right to make a designation of homestead in the event of a foreclosure or trustee's sale under the Mortgage or Trust Deed.
- The undersigned state that this acknowledgment is their knowing and voluntary act and deed and the undersigned do hereby disclaim any right to designate a homestead in the event of default upon such Mortgage or Trust Deed or in the event of a foreclosure or trustee's sale under the Mortgage or Trust Deed.
- The undersigned further understand and agree that this acknowledgment and Disclaimer shall be filed as a Preface to and become a part of the Mortgage or Trust Deed.

WAIVER

1. The undersigned states, warrants and represents that their dwelling house and other buildings subject to a homestead are presently located upon the following described real estate (hereinafter referred to as "Parcel 2"):

See Exhibit "B" (attached)

- The undersigned acknowledge that they have a right to make a designation of homestead in the event of default and foreclosure or trustee's sale under the Mortgage or Trust Deed.
- The undersigned acknowledge that the execution of this Waiver constitutes the complete waiver of rights otherwise available for the purpose of affording the opportunity to retain a homestead in the event of a default and any foreclosure or trustee's sale under the Mortgage or Trust Deed.
- The undersigned state that this acknowledgment and waiver is their knowing and voluntary act and deed and the undersigned do hereby willingly and voluntarily waive, relinquish and remise any and all right to make a designation of homestead in the Mortgage or Deed of Trust.
- The undersigned further understand and agree that this acknowledgment and waiver shall be filed as a Preface to and become a part of the Mortgage or Trust Deed.

DATED this 24th day of January, 19 96.

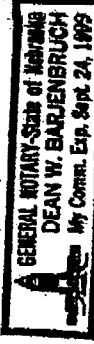
Lyle A. Bang  
Lyle A. Bang  
Shelley R. Bang  
Shelley R. Bang  
Jay M. Bang  
Jay M. Bang  
STATE OF NEBRASKA  
COUNTY OF Dodge ss.

Jeanyne L. Bang  
Jeanyne L. Bang  
Shelley R. Bang  
Shelley R. Bang

Jeanyne Bang  
Jeanyne Bang

On this 24th day of January, 19 96, before me, the undersigned Notary Public, duly commissioned and qualified in and for said county, personally appeared Lyle A. & Jeanyne L. Bang, Wayne L. & Shelley R. Bang, and Jay M. & Jeanyne Bang personally known to me to be the identical persons who signed the above and foregoing instrument and each acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Dean W. Barjenbruch

1959  
**TRUST DEED**

THIS TRUST DEED, made this 24th day of January, 1996  
by and among Wyle A. & Jeanyne L. Bang and Wayde L. & Shelley R. Bang and Jay M. & Jeanine Bang  
RR 4 Bx 92A, RR 4 Bx 89 and and Ames, NE 68621 and RR 4 Bx 91  
whose mailing address is Ames, NE 68621 and Ames, NE 68621  
(herein "Trustor"); and Scribner Bank  
whose mailing address is P.O. Box K, Scribner, Nebraska 68057  
(herein "Trustee"); and Scribner Bank  
whose mailing address is P.O. Box K, Scribner, Nebraska 68057 (herein "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Trust Deed, the following described real property, located in Dodge County, Nebraska:

See Exhibit "A" and Exhibit "B" (attached).

TOGETHER WITH all of the following, whether now owned or hereafter acquired; rents, profits, royalties, income and other benefits derived from the real property; all leases or subleases covering the real property or any portion thereof; all interests, estate or other claims, both in law and in equity in gas rights and profits, water rights; all right, title and interest of Trustor, in and to any land lying within the right-of-way, tenements, hereditaments; all oil and the real property; any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"); and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the real property. All of the foregoing estate, property and interest conveyed to Trustee herein collectively referred to as the "Property".

FOR THE PURPOSE OF SECURING:

- (a) The payment of indebtedness evidenced by Trustor's note or guarantee ("Note") dated January 24, 1996 in the principal sum of Two Hundred Eighty Eight Thousand and 00/100----- Dollars
- (b) (\$ 288,000.00-----), together with interest at the rate or rates provided therein, and the principal and interest on any future advances evidenced by promissory notes or guarantees stating they are secured hereby, and any and all renewals, modifications and extensions thereof, both principal and interest being payable in accordance with the terms set forth therein, which by this reference is made a part hereof.
- (c) The performance of each agreement and covenant of Trustor herein contained; and
- (c) The payment of any sum or sums of money which may be hereafter paid or advanced by the Beneficiary under the terms of this Trust Deed, together with interest thereon at the rate provided in the "Note".

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and all other charges and fees as provided in the Note, and the principal of and interest on any Future Advances secured by this Trust Deed.
2. **WARRANTY OF TITLE.** Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Property hereby conveyed and has the right to grant and convey the Property; the Property is free and clear of all liens and encumbrances except liens now of record; and Trustor will warrant and defend the title to the Property against all claims and demands.
3. **MAINTENANCE AND COMPLIANCE WITH LAWS.** Trustor shall keep the Property in good repair and condition and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Trust Deed is on a leasehold. No improvement now or hereafter erected upon the Property shall be altered, removed or demolished without the prior written consent of Beneficiary. Trustor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, regulation, covenant, condition or restriction. Trustor shall complete or restore promptly and in good workmanlike manner any improvement on the Property which may be damaged or destroyed and pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof.
4. **INSURANCE.** Trustor, at its expense, will maintain with insurers approved by Beneficiary, insurance with respect to the improvements and personal property, constituting the Property, against loss by fire, lightning, tornado, and other perils and hazards covered by standard extended coverage indorsement, in an amount equal to at least one hundred percent (100%) of the full replacement value thereof and insurance against such other hazards and in such amounts as is customarily carried by owners and operators of similar properties or as Beneficiary may require for its protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interests of the respective parties. All insurance policies maintained pursuant to this Trust Deed shall name Trustor and Beneficiary as insured, as their respective interests may appear, and provide that there be no cancellation or modification without at least 15 days prior written notification to Trustee and Beneficiary may procure such insurance in accordance with the provisions of paragraph 6 hereof. Trustor shall deliver to Beneficiary the original policies of insurance and renewals thereof or memo copies of such policies and renewals thereof. Failure to furnish such insurance by Trustor, or renewals as required hereunder shall, at the option of Beneficiary, constitute a default.
5. **TAXES, ASSESSMENTS AND CHARGES.** Trustor shall pay all taxes, assessments and other charges, including, without limitation, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, before the same become delinquent. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and in the event Trustor shall make payment directly, Trustor shall promptly furnish to Beneficiary receipts evidencing such payments. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Trust Deed without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.
6. **ADDITIONAL LIENS AND PROTECTION OF BENEFICIARY'S SECURITY.** Trustor shall make all payments of interest and principal and payments of any other charges, fees and expenses contracted to be paid to any existing or subsequent lienholder or beneficiary, under any existing or subsequent mortgage or trust deed before the date they are delinquent or in default, and promptly pay and discharge any and all other liens, claims or charges which may jeopardize the security granted herein. If Trustor fails to make any such payment or fails to perform any of the covenants and agreements contained in this Trust Deed, or the Note referred to herein, or in any prior or subsequent trust deed, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain proceedings, proceedings involving a decedent, notice of sale by Trustee, notice of default by Trustee, mortgage foreclosure action, or if Trustor fails to pay Trustor's debts generally as they become due, then Beneficiary, at Beneficiary's option and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees, payment, purchase, contest or compromise of any encumbrance, charge or lien, entry upon the Property to make repairs, or declaration of default under this Trust Deed. In the event that Trustor shall fail to procure insurance or to pay taxes, assessments, or any other charges or to make any payments to any existing or subsequent lienholders or existing or subsequent beneficiaries, Beneficiary may procure such insurance and make such payment, but shall not be obligated to do so. Any amounts disbursed by Beneficiary pursuant to this Paragraph 6 shall become additional indebtedness of Trustor secured by this Trust Deed. Such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Beneficiary to incur any expense or take any action hereunder.
7. **ASSIGNMENT OF RENTS.** Beneficiary shall have the right, power and authority during the continuance of this Trust Deed to collect the rents, issues and profits of the Property and of any personal property located thereon with or without taking possession of the property affected hereby, and Trustor hereby absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary. Beneficiary, however, hereby consents to the Trustor's collection and retention of such rents, issues and profits as they accrue and become payable so long as Trustor is not, at such time, in default with respect to payment of any indebtedness secured hereby, or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, either in person, by agent, or by a receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the indebtedness hereby secured, (a) enter upon and take possession of the Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; (c) lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate, or terminate or adjust the terms and conditions of existing leases. Unless Trustor and Beneficiary thereof agree otherwise in writing, any application of rents, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of the installment payments as provided in said promissory note or change the amount of such installments. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder or invalidate any act done pursuant to such notice. Trustor also assigns to Beneficiary, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the Property, to secure the payment of any rent or damages, or upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to Beneficiary. Delivery of written notice of Beneficiary's exercise of the rights granted herein, to any tenant occupying said premises shall be sufficient to require said tenant to pay rent to the Beneficiary until further notice.
8. **CONDEMNATION.** If title to any part of the Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Beneficiary who shall apply such awards, damages and proceeds to the sum secured by this Trust Deed, with the excess, if any, paid to Trustor. If Trustor receives any notice or other information regarding such actions or proceedings, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name any such action or proceedings and shall be entitled to make any compromise or settlement in connection with any such action or proceedings.
9. **FUTURE ADVANCES.** Upon request of Trustor, Beneficiary at Beneficiary's option, prior to reconveyance of the Property to Trustor, may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this Trust Deed when evidenced by promissory notes stating that said notes are secured hereby; provided that at no time shall the secured principal and future advances, not including sums advanced to protect the security, exceed two hundred percent (200%) of the original principal amounts secured hereby.
10. **REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Trust Deed or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, trust deed, pledge, lien, assignment or otherwise. Neither the acceptance of this Trust Deed nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each

of them, shall be entitled to enforce this Trust Deed and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Trust Deed to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

11. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If all or any part of the Property or interest therein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) a transfer by operation of law upon the death of a Trustor who is a joint tenant or (c) the grant of any leasehold interest of three (3) years or less which does not contain an option to purchase, such action is a breach of this agreement, and Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable; provided, further, this Trust Deed may, at Beneficiary's option, be declared immediately due and payable, if (1) Trustor is a partnership and any interest in the partnership is sold or assigned by any means whatsoever, or (2) if the Trustor is a corporation and a transfer of the majority stock ownership interest in the corporation occurs, or the Trustor corporation merges in any form with another corporation or entity. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

12. **ACCELERATION UPON DEFAULT; REMEDIES; SALE.** The failure by the Trustor, to make any payment or to perform any of the terms and conditions of this Trust Deed, or the terms and conditions of the Note, or any renewals, modifications or extensions thereof, or the failure to make payment of any other indebtedness, prior or subsequent to this Trust Deed, and secured by this property, or the death of one or more Trustors shall be a breach and default of this Trust Deed and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind, provided, Trustor shall have any statutory right to cure the default before any notice of default and demand for sale may be delivered to the Trustee. Thereafter, Beneficiary may deliver to Trustee a written declaration of default and demand for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Property and if Beneficiary decides the Property is to be sold it shall deposit with Trustee this Trust Deed and the Note or notes and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by Trustee.

(a) After the lapse of such time as may be required by law following the recordation of Notice of Default, and Notice of Default and Notice of Sale having been given as required by law, Trustee, without demand on Trustor, shall sell the Property, if not redeemed, in one or more parcels and in such order as Trustee may determine on the date and the time and place designated in said Notice of Sale, at public auction according to law.

(b) When Trustee sells pursuant to the powers herein, Trustee shall apply the proceeds of the sale to payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, attorney's fees and the payment of Trustee's Fees incurred, which Trustee's Fees shall not in the aggregate exceed the following amounts based upon the amount secured hereby and remaining unpaid at the time scheduled for sale: 5 percentum on the balance thereof; and then to the items in subparagraph (c) in the order there stated.

(c) After paying the items specified in subparagraph (b), if the sale is by Trustee, or if the sale is pursuant to judicial foreclosure, the proceeds of sale shall be applied in the following order:

- (1) Cost of any evidence of title procured in connection with such sale and of any revenue transfer fee required to be paid;
- (2) All obligations secured by this Trust Deed;
- (3) Junior trust deeds, mortgages, or other lienholders;
- (4) The remainder, if any, to the person legally entitled thereto.

13. **APPOINTMENT OF SUCCESSOR TRUSTEE.** Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county or counties in which the Property is located and by otherwise complying with the provisions of the applicable laws of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

14. **INSPECTIONS.** Beneficiary, or its agents, representatives or employees, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Trust Deed.

15. **OPTION TO FORECLOSURE.** Upon the occurrence of any breach and upon the declaration of default hereunder, Beneficiary shall have the option to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property.

16. **FOREBEARANCE BY BENEFICIARY OR TRUSTEE NOT A WAIVER.** Any forbearance by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Likewise, the waiver by Beneficiary or Trustee of any default of Trustor under this Trust Deed shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.

17. **BENEFICIARY'S POWERS.** Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Trust Deed upon any portion of the Property, Beneficiary may, from time to time and without notice at the request of one or more Trustors, (i) release any person liable, (ii) extend or renew the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, (vi) make settlements or other arrangements with Trustor in relation thereto. All Trustors shall be jointly and severally obligated and bound by the actions of the Beneficiary or any one or more Trustor as stated in this paragraph.

18. **ATTORNEY FEES, COSTS AND EXPENSES.** The Beneficiary of this Trust Deed is entitled to the payment of attorney's fees, costs and expenses as provided in this Trust Deed, except as otherwise prohibited by law.

19. **RECONVEYANCE BY TRUSTEE.** Upon written request of Beneficiary and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. Recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as the person or persons legally entitled thereto.

20. **NOTICES.** Except for notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Beneficiary, Trustor or Trustee gives or serves any notice (including, without limitation, notice of default and notice of sale), demands, requests or other communication with respect to this Trust Deed, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or is mailed by certified mail, postage prepaid, addressed to the address as set forth at the beginning of this Trust Deed. Any party may at any time change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Trustor or Beneficiary, when given in the manner designated herein.

21. **REQUEST FOR NOTICE.** Trustor and Beneficiary hereby request a copy of any notice of default, and a copy of any notice of sale thereunder, be mailed to each person who is a party hereto at the address for such person set forth in the first paragraph of this Trust Deed.

22. **GOVERNING LAW.** This Trust Deed shall be governed by the laws of the State of Nebraska.

23. **SUCCESSORS AND ASSIGNS.** This Trust Deed, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

24. **JOINT AND SEVERAL LIABILITY.** All covenants and agreements of Trustor shall be joint and several.

25. **SEVERABILITY.** In the event any one or more of the provisions contained in this Trust Deed, or the Note or any other security instrument given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Trust Deed, but this Trust Deed shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of the Trust Deed is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or involuntary, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Trust Deed.

26. **TRUSTEE LIABILITY.** So long as the Trustee shall act in good faith and in reliance upon notices and other information which it, in its sole discretion may deem to be reliable, and so long as Trustee shall exercise reasonable prudence and care in its administration hereunder, Trustee shall not be liable for any loss or damage sustained or incurred by the Trustors or any Beneficiary or by any other persons whomsoever, it being expressly stipulated that the Trustee shall be liable only for its own gross negligence and willful default in the premises.

27. **NUMBER AND GENDER.** Whenever used herein, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

28. **ACCEPTANCE BY TRUSTEE.** Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law.

29. **WARRANTY AND INDEMNIFICATION REGARDING HAZARDOUS SUBSTANCES.** Trustor warrants to Beneficiary and Trustee that the Property is free and clear of all hazardous substances or any claims or allegations of the existence of such hazardous substance in or on the property, and there does not now exist any claims for expenses, costs, damages, or losses related to said hazardous substance or the cleanup of such substances. Trustor agrees to indemnify and hold Trustee and Beneficiary harmless from any and all claims, suits, losses, damages or expenses whatsoever, on account of injuries or death of any person, and all loss or destruction of, or damage to, property, and any and all economic losses, whether direct, indirect or consequential arising or growing out of, or in any manner connected with, the presence of hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. as amended, or any other state or federal law now in existence or hereafter existing, relating to the Property. Trustor further agrees that it will appear and defend, at its own expense, in the name and on behalf of the Trustee or Beneficiary, all claims, actions or suits in whatever forum, in any matter arising or growing out of the alleged presence of any hazardous substance on the Property referred to herein and for which the Trustee or Beneficiary, or either of them is alleged to be liable.

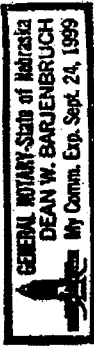
IN WITNESS WHEREOF, Trustor has executed this Trust Deed as of the date and year above written.

Lyle A. Bang  
Wayne M. Bang  
Shelley R. Bang  
Jeanine Bang  
Wayde L. Bang  
Lyle A. Bang  
Wayne M. Bang  
Shelley R. Bang  
Jeanine Bang

STATE OF NEBRASKA ) )  
COUNTY OF Dodge ) SS.

The foregoing instrument was acknowledged before me on the 24th day of January, 1996.

by Lyle A. & Jeanyne L. Bang and Wayde L. & Shelley R. Bang and Jay M. & Jeanine Bang



Dean W. Barienbruch  
Notary Public  
My Commission expires: Sept. 24, 1999

1963

*W.A.B.* Lyle A. & Jeanyne L. Bang *JB*  
*W.A.B.* Wayde L. & Shelly R. Bang *SR*  
*JB* Jay M. & Jeanine Bang *JB*

EXHIBIT "A"

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA;

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA;

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE SAID NW4, SAID POINT BEING 59.11 FEET EASTERLY FROM THE WEST QUARTER CORNER OF SAID SECTION 29 AND SAID SOUTHERLY LINE IS ASSUMED TO BEAR NORTH 88° 21' 11" EAST; THENCE NORTH 09° 54' 03" EAST, A DISTANCE OF 325.08 FEET; THENCE NORTH 53° 40' 22" EAST A DISTANCE OF 560.24 FEET; THENCE SOUTH 81° 00' 54" EAST, A DISTANCE OF 483.39 FEET; THENCE NORTH 71° 23' 05" EAST, A DISTANCE OF 384.24 FEET; THENCE SOUTH 63° 32' 37" EAST, A DISTANCE OF 634.76 FEET; THENCE SOUTH 27° 21' 06" EAST, A DISTANCE OF 400.89 FEET TO THE CENTER OF SAID SECTION 29; THENCE WITH SAID SOUTHERLY LINE OF THE NW4 SOUTH 88° 21' 11" WEST, A DISTANCE OF 2102.19 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 24.14 ACRES MORE OR LESS;

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 7 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA.

AND THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 8, EAST OF THE 6TH P.M., IN DODGE COUNTY, NEBRASKA.

1964

*W.B.* Lyle A. & Jeanyne L. Bang  
Wayde L. and Shelley R. Bang  
*J.M.* Jay M. and Jeanine Bang

EXHIBIT "B"

THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, EXCEPT:

A TRACT OF LAND IN THE NE4 OF SECTION 32, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NE4 AND ASSUMING THE NORTH LINE TO BEAR N 88° 30' 19" EAST; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 1201.28 FEET; THENCE S 01° 29' 41" EAST, A DISTANCE OF 33 FEET; THENCE S 68° 24' 31" W, A DISTANCE OF 463.14 FEET; THENCE S 38° 57' 13" W A DISTANCE OF 661.39 FEET; THENCE N 72° 35' 01" W, A DISTANCE OF 688.61 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.00 FEET AND AN INTERNAL ANGLE OF 71° 05' 21"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.43 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 95.00 FEET AND AN INTERNAL ANGLE OF 90° 00' 00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.35 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT LINE BEARING S 80° 30' 19" W A DISTANCE OF 132.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 33.00 FEET AND AN INTERNAL ANGLE OF 90° 00' 00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.67 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT LINE BEARING N 01° 29' 41" W A DISTANCE OF 18.00 FEET; THENCE N 01° 29' 41" W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE NW4; THENCE N 88° 30' 19" E ALONG SAID NORTH LINE A DISTANCE OF 783.72 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 16.66 ACRES. ( EXCEPTION IS NOW KNOWN AS TAX LOT 7 )

AND EXCEPT:

A TRACT OF LAND LOCATED IN THE NE4 NW4 SECTION 32, CONTAINING 2.01 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE4NW4 AND GOING THENCE S 00° 00' 00" E, ON AN ASSUMED BEARING, ALONG THE EAST MARGIN OF THE NE4NW4 FOR A DISTANCE OF 581.36 FEET TO A POINT ON LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT RIGHT OF WAY, SAID POINT BEING THE POINT OF BEGINNING AND GOING THENCE N 70° 40' 20" W ALONG SAID R O W FOR A DISTANCE OF 336.59 FEET TO A POINT OF CURVATURE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 310.00 FEET AND AN INTERNAL ANGLE OF 71° 05' 21" ; THENCE ALONG THE ARC OF SAID CURVE AND SAID R O W , A DISTANCE OF 384.62 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 95.00 FEET AND AN INTERNAL ANGLE OF 90° 00' 00"; THENCE ALONG THE ARC OF SAID CURVE AND SAID R O W A DISTANCE OF 149.23 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT LINE AND SAID R O W BEARING N 89° 34' 59" W A DISTANCE OF 132.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 33.00 FEET AND AN INTERNAL ANGLE OF 90° 00' 00" ; THENCE ALONG THE ARC OF SAID CURVE AND SAID R O W A DISTANCE OF 51.00 FEET TO A POINT ON THE NORTH MARGIN OF SAID NE4NW4; THENCE N 89° 34' 59" W ALONG SAID NORTH MARGIN FOR A DISTANCE OF 75.00 FEET; THENCE S 00° 25' 01" W FOR A DISTANCE OF 51.00 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 108.00 FEET AND AN INTERNAL ANGLE OF 90° 00' 00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 189.65 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT LINE BEARING S 89° 34' 59" E A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 31.42 FEET AND AN INTERNAL ANGLE OF 90° 00' 00" ; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.42 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 385.00 FEET AND AN INTERNAL ANGLE OF 71° 05' 21" ; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 477.68 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT LINE BEARING S 70° 40' 20" E A DISTANCE OF 362.90 FEET TO A POINT ON THE EAST MARGIN OF SAID NE4NW4; THENCE N 00° 00' 00" W ALONG SAID EAST MARGIN FOR A DISTANCE OF 79.48 FEET TO A POINT OF BEGINNING, AND BEING SUBJECT TO PUBLIC ROAD R O W ALONG THE NORTH MARGIN OF SAID NE4NW4. ( EXCEPTION IS NOW KNOWN AS TAX LOT 17 );

AND EXCEPT:

A TRACT OF LAND LOCATED IN THE W2NE4 OF SECTION 32, CONTAINING 13.33 ACRES MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID W2NE4 AND GOING THENCE S 00° 00' 00" E ON AN ASSUMED BEARING, ALONG THE WEST MARGIN OF SAID W2NE4 FOR A DISTANCE OF 581.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00° 00' 00" E, ALONG SAID WEST MARGIN FOR A DISTANCE OF 752.20 FEET; THENCE S 89° 00' 00" E FOR A DISTANCE OF 1220.00 FEET; THENCE N 00° 00' 00" W FOR A DISTANCE OF 70.30 FEET; THENCE N 52° 15' 30" W FOR A DISTANCE OF 173.14 FEET; THENCE S 75° 39' 45" W FOR A DISTANCE OF 94.50 FEET; THENCE N 69° 21' 40" W FOR A DISTANCE OF 104.00 FEET; THENCE N 20° 01' 00" W FOR A DISTANCE OF 340.35 FEET; THENCE N 58° 46' 15" W FOR A DISTANCE OF 297.25 FEET; THENCE S 55° 35' 30" W FOR A DISTANCE OF 150.74 FEET; THENCE N 48° 10' 15" W FOR A DISTANCE OF 136.36 FEET TO A POINT ON LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT R O W; THENCE N 70° 40' 20" W, ALONG SAID R O W, FOR A DISTANCE OF 315.13 FEET, TO THE POINT OF BEGINNING, ( SAID EXCEPTION IS NOW KNOWN AS TAX LOT 18 ).

AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 7 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA EXCEPT THE EAST 255.4 FEET OF THE NORTH 674.7 FEET AND EXCEPT THE NORTH 256 FEET OF THE SOUTH 654.64 FEET OF THE EAST 256 FEET.