

ACKNOWLEDGMENT

The undersigned Trustee hereby acknowledges and understands that (a) the document to be executed is a trust deed ("Deed of Trust"), and not a mortgage and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustee than a mortgage in the event of a default or breach of obligation, including but not limited to the beneficiary's right to take the real property which is described in the Deed of Trust sold by the Trustee without any judicial proceeding or foreclosure. The undersigned further represents and agrees that this certification has been read and executed in connection with, but prior to, the undersigned's execution of the following Deed of Trust.

Dated this 9th day of May, 1991

George N Minford
Lois N Minford

Filed for Record 5-23-91 at 9:34 AM
 in Book 214 of 2076 Page 627
 Register of Deeds, Cass Co. Mo.
 De # 477 # 3150

THIS ACKNOWLEDGMENT MUST BE SIGNED PRIOR TO EXECUTION OF THE DEED OF TRUST COMPARED

DEED OF TRUST

THIS DEED OF TRUST, made this 9th day of May, 1991 by and among George N Minford and Lois N Minford, husband & wife

whose mailing address is Murray, Nebraska 68409
 (Name "Trustee") and Murray State Bank
 whose mailing address is Murray, Nebraska 68409
 (Name "Trustee") and Murray State Bank
 whose mailing address is Murray, Nebraska 68409
 (Name "Beneficiary")

FOR VALUABLE CONSIDERATION, Trustee 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 Deed of Trust, the following described real property located in Cass County, Nebraska.

Lot 1 in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and lot 2 in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Sec 13, Twp 11N, Rge 13E; The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec 14, Twp 11N, Rge 13E; Lot 1 in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 24, Twp 11N, Rge 13E; lots 2 and 11 in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 24, Twp 11N, Rge 13E; Lots numbered Three (3) and Eight (8) in the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the Northwest Quarter of SW $\frac{1}{4}$ of Section Twenty-four (24) - Twp Eleven (11) North, Range Thirteen (13) East of the Sixth Principal Meridian, in Cass County and State of Nebraska. All of the SE $\frac{1}{4}$ of Sec 14, Twp 11N, Rge 13 E; except Lot One (1) in the SE corner thereof, said lot 1 containing 1 and 1/10 acres from March 1st 1911 at 10:00 o'clock A.M. Also included is Tax Lot 14, located in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec 14, Twp 11N, Rge 13E of the 6th P.M. Cass County, Nebraska Containing a calculated area of 1.24 Acres, more or less. Also included is all that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 14, Twp 11N, Rge 13 East of the 6th P.M. Cass County, Nebraska lying East of the Union Pacific Railroad Right-of-Way.

TOGETHER WITH, all rents, profits, royalties, leases and other benefits derived from the real property, all issues or redemptions concerning the real property in any portion thereof, now or hereafter existing or entered into, and all rights, title and interest of Trustee (hereinafter, all interests, claims or other causes, both in law and in equity, which Trustee now has or may hereafter acquire in the real property, all easements, rights of way, encumbrances, servitudes and appurtenances thereof and therein, all oil and gas rights and profits, water rights and water works, all rights, title and interest of Trustee, now owned or hereafter acquired, in and to any land lying within the right-of-way of any road or highway adjoining the real property, and any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvements" or "Appurtenances"). All of the foregoing property and interests conveyed to Trustee are herein collectively referred to as the "Property."

This Deed of Trust is given to secure a certain promissory note dated May 9, 1991 in the principal sum of Two Hundred Fifty Thousand and no/100 Dollars, \$ 250,000.00 with a first maturity date of May 9, 1991. (Items referred to as the "Note" and interest thereon according to the terms of Note with any and all extensions, renewals, modifications, or substitutions thereof and each and every debt, liability and obligation of every type and description, including guarantees or accommodations, which the Trustee may owe, or to become hereafter, owe or be obligated to the Beneficiary whether such debt, liability, or obligation now exists, is due or incurred, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several. The Note and all such debts, liabilities and obligations are all collectively hereinafter referred to as "Obligations".

The total principal amount, including all interest, of the Obligations, including any future debts, advances, liabilities or obligations, not stated, are hereby advanced for the protection and for possession of the Property or the Beneficiary's interest therein, shall not exceed the sum of Two Hundred Fifty Thousand & no/100 Dollars, \$ 250,000.00. (PROPERTY NUMBER THAT NUMBER CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT)

IN WITNESS WHEREOF, THE DEED OF TRUST, TRUSTEE HEREBY TESTIFIES AND AGREES AS FOLLOWS