

STATE OF NEBRASKA) S 89855
JEFFERSON COUNTY)

Entered in Numerical Index and filed for record
the 19th day of June A.D., 2007
at 1:30 o'clock P.M., and recorded in
Mortgage Record No. 196 Page 150
Sandra Stelling County Clerk
By M Cynthia Newman Deputy
\$26.50 pd US Recordings 4 ✓

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St. Paul, MN 55117

39614049

Loan No.: 013443134308

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST made this 07 day of APRIL, 2007 by and between:

GRANTOR(S)	TRUSTEE	BENEFICIARY
AMBER D FOLKERS HUNTER L FOLKERS 303 CASTOR STREET DILLER NE 68342-4098	William D. Dickson C/O Community Home Financial Svcs. 234 E. Capitol St. Suite 200 Jackson, MS 39201-2410	AMERICAN SIDING & WINDOW SYSTEMS, INC. 4444 W URBAN DALE DR URBAN DALE, IA 50322-0000

(Enter in appropriate block for each party: name, address and, if appropriate, character of entity, e.g. corporation or partnership. The designations Grantor(s), Trustee and Beneficiary as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH, that whereas the Grantor(s) is indebted to the Beneficiary in the principal sum of Twelve Thousand Seven Hundred Forty One and 0/100 Dollars (\$ 12741.00), plus accrued interest and late charges, as evidenced by a Home Improvement Retail Installment Contract ("Contract") of even date herewith, the terms of which are incorporated herein by reference, with 180 monthly installments of \$ 187.04 each commencing on 7-15-2007 and continuing on the same day of each month thereafter until paid in full.

NOW THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) does hereby bargain, sell, give, grant and convey to said Trustee, his heirs, successors and assigns, the parcel(s) of land located at 303 CASTOR STREET,

DILLER, NE, 68342 JEFFERSON
(City) (State) (Zip Code) (County)
County, Nebraska,

and more particularly described in Exhibit A, attached hereto and hereby made a part hereof.

SEE ATTACHED "EXHIBIT A"

GRANTOR(S) CLAIMS TITLE to the above-described property by virtue of an instrument recorded in Deed Book 124, Page 24 of the JEFFERSON County, Nebraska Records.

TO HAVE AND TO HOLD said real property with all rights belonging to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

PAYMENTS. Grantor(s) agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument. If the Grantor(s) pays the contract secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request of the Grantor(s).

DEFAULT. Grantor(s) will be in default if any party obligated on the Secured Debt fails to make payment when due or otherwise if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by the Beneficiary that the Beneficiary at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall constitute an event of default.

Grantor(s) Initials ADF NLF

Assign Mtg B197 P50

REMEDIES UPON DEFAULT. In some instances, laws require Beneficiary to provide Grantor(s) with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if Grantor(s) is in default, Beneficiary may accelerate the Secured Debt, foreclose this Security Instrument and cause the Property to be immediately seized and sold under ordinary or executory process, with or without appraisal without the necessity of demanding payment or notifying and placing Grantor(s) in default. At the opinion of the Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require complete cure of any existing default. By not exercising any remedy on Grantor(s) default, Beneficiary does not waive rights to later consider the event a default if it continues or happens again.

BINDING ARBITRATION; PRESERVATION OF RIGHTS. Grantor(s) and Beneficiary covenant and agree that any controversy or claims between them arising out of the terms and conditions of this deed of trust or out of the terms and conditions of the home improvement retail installment contract which it secures (including, without limitation, any claims based upon or arising from alleged breach of contract, alleged fraud or other tortuous acts or omissions, or based upon or arising from any alleged violation of federal or state laws or regulations pertaining to consumer protection, usury, lending, insurance, debt collection or relations between creditors and debtors) shall be subject to resolution by binding arbitration. *Any controversy of claim arising out of or relating to this deed of trust or to the home improvement retail installment contract which it secures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and the Supplemental Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.*

Any claim brought by arbitration shall be initiated within the same time period that the laws of the state of residence of the Grantor(s) would allow a court action to be filed on such claim. The party initiating arbitration shall do so by sending to the American Arbitration Association, 1100 Poydras; Suite 2725, New Orleans, LA 70163-2701, telephone number (800) 499-8856, via certified U. S. Mail, return receipt requested, a written notice that arbitration is requested and setting forth its claims and requested remedies, and a copy of such notice shall be concurrently mailed, first class U. S. Mail, postage prepaid, to the other party. A failure to follow the exact procedural steps set forth herein for initiating arbitration will in no way invalidate or preclude arbitration.

Nothing in the preceding paragraphs, or otherwise, nor the exercise of any right to negotiation, mediation or arbitration, nor the commencement or pendency of any proceeding, shall limit the right of any party to this deed of trust or to the home improvement retail installment contract which it secures:

- (1) to seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief and the appointment of a receiver, or
- (2) to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during or after the pendency of any negotiation, mediation, or arbitration proceeding.

The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self-help remedies, all as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to negotiation, mediation and arbitration, including disputes that may arise from the exercise of such rights.

EXPENSES; ADVANCES ON COVENANTS; ATTORNEY'S FEES; COLLECTION COSTS. If Grantor(s) breaches any covenant in this Security Instrument, Grantor(s) agrees to pay all Beneficiary's expenses and any amount incurred by Beneficiary for insuring, inspecting, preserving or otherwise protecting the Property and Beneficiary's security interest. These expenses will bear interest from the date of the payment until repaid in full at the highest interest rate provided in the Contract.

Grantor(s) Initials MF HLF

Grantor(s) agrees to pay all expenses incurred by Beneficiary in collecting, enforcing or protecting Beneficiary's rights and remedies, such as attorney's fees, court costs and other legal expenses. This Security Instrument shall remain in effect until released. Grantor(s) agrees to pay for any recordation costs of such release.

INSURANCE. Grantor(s) shall keep all improvements on said land insured for the benefit of Beneficiary against loss by fire, windstorm and such other casualties, in such manner and for such amounts, not exceeding that amount necessary to pay the sum secured by this Deed of Trust, as may be satisfactory to the Beneficiary. Grantor(s) shall purchase such insurance, pay all premiums therefor, and deliver to Beneficiary such policies along with evidence of premium payment as long as the Contract secured hereby remains unpaid. If Grantor(s) fails to do so, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Contract secured by this Deed of Trust, and shall be due and payable upon demand by Grantor(s) to Beneficiary.

TAXES, ASSESSMENTS, CHARGES. Grantor(s) shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event Grantor(s) fails to do so, the Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Contract secured by this Deed of Trust, and shall be due and payable upon demand by Grantor(s) to Beneficiary.

PARTIAL RELEASE. Grantor(s) shall not be entitled to the partial release of any of the above described property unless a specific provision is included in this Deed of Trust. In such event, Grantor(s) must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor(s) shall not be entitled to any release of property unless Grantor(s) is not in default and is in full compliance with all of the terms and provisions of the Contract, this Deed of Trust and any other instrument that may be securing said Contract.

WASTE. The Grantor(s) covenants to keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and not to commit or permit any waste.

TRANSFER OF THE PROPERTY: DUE ON SALE. Any person to whom the Grantor(s) sells or transfers all or part of the land or any rights in the land, transfers the land may take over the Grantor(s)'s rights and obligations under this Deed of Trust (known as an "assumption of the Deed of Trust") if certain conditions are met. Those conditions are:

- (A) Grantor(s) gives Beneficiary notice of sale or transfer;
- (B) Beneficiary agrees that the person qualifies under its then usual credit criteria;
- (C) The person agrees to pay interest on the amount owed to Beneficiary under the Contract and under this Deed of Trust at whatever rate Beneficiary requires; and
- (D) The person signs an assumption agreement that is acceptable to Beneficiary and that obligates the person to keep all of the promises and agreements made in the Contract and in this Deed of Trust.

If the Grantor(s) sells or transfers the land and the conditions in A, B, C & D above are not satisfied, Beneficiary may require immediate payment in full of the Contract, foreclose on the Deed of Trust and seek any other remedy allowed by law. However, Beneficiary will not have the right to require immediate payment in full or any other legal remedy as a result of certain transfers. Those transfers are:

- (A) The creation of liens or other claims against the land that are inferior to this Deed of Trust, such as other Deeds of Trust, materialman's liens, etc.;
- (B) A transfer of rights in household appliances to a person who provides the Grantor(s) with the money buy these appliances in order to protect that person against possible losses;
- (C) A transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- (D) Leasing the land for a term of three years or less provided the lease does not include an option to buy.

WARRANTIES. Grantor(s) covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions of record on the date hereof.

SUBSTITUTION OF TRUSTEE. Grantor(s) and Trustee covenant and agree to and with Beneficiary that in case the said Trustee or any successor Trustee shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Contract, then the holder of the Contract may appoint, in writing, a successor Trustee; and upon the probate and registration of the same, the successor Trustee thus appointed shall succeed to all the rights, powers and duties of the Trustee.

Grantor(s) Initials ABE NLF

CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee of this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary, charged to the Contract and secured by this Deed of Trust.

PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

WAIVERS. Except to the extent prohibited by law, Grantor(s) waives all homestead exemption rights relating to the property. Grantor(s) also waives the benefit of appraisal, the demand for payment, the notice of seizure and the advertisement or notice of sale.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand and seal, or if a corporation has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors on the day and year first above written.

Kay Theye
(Witness) KAY THEYE

Amber D. Folkers
(Grantor) AMBER D FOLKERS

Kay Theye
(Witness) KAY THEYE

Hunter L Folkers
(Grantor) HUNTER L FOLKERS

ACKNOWLEDGEMENT

STATE OF NEBRASKA, COUNTY OF JEFFERSON

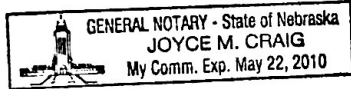
I, a Notary Public of the County and State aforesaid, certify that AMBER D. FOLKERS AND HUNTER L. FOLKERS, Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument as his/her/their free act and deed.

Witness my hand and official stamp or seal this 7 day of April, 2007.

My commission expires May 22, 2010

Joyce M. Craig
(Notary Public)

(Seal in Blank Area Only) JOYCE M CRAIG



THIS INSTRUMENT WAS PREPARED BY:
AMERICAN SIDING & WINDOW SYSTEMS, INC. located at,

4444 W URBANDALE DR, URBANDALE, IA, 50322-0000 (877) 251-8388.
(Street Address) (City) (State) (Zip Code) (Phone)

Signature of Person Preparing Instrument: Ronald D. Capaldo
RONALD D CAPALDO

Note: This is a mortgage subject to special rules under the Federal Truth-in-Lending Act. Purchasers or Assignees of this Mortgage could be liable for all claims and defenses with respect to the Mortgage that the Borrower could assert against the Creditor.

EXHIBIT "A"

013443134308
FOLKERS, AMBER

THE REAL ESTATE (AS DEFINED IN NEB. REV. STAT. 76-201) DESCRIBED AS
FOLLOWS:

THE SOUTH HALF OF LOT 4 AND ALL OF LOT 5 AND 6, BLOCK 5, ORIGINAL
OF DILLER, JEFFERSON COUNTY, NEBRASKA.

PARCEL NO. 480025509



U39614049-01CH05

DEED OF TRUST
LOAN# 013443134308
US Recordings