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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 3 DAY OF March A.D. 2000
AT 1:01 O'CLOCK P.M. AND RECORDED IN BOOK
314 AT PAGE 356-358
COUNTY CLERK Charlotte A. Peterson
DEPUTY Cherry Jankovic

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

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General
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TRUST DEED

THIS TRUST DEED, made this 1st day of February, 2000, between RT Masonry, L.L.C., a Nebraska Limited Liability Company, whose mailing address is 1078 N. 28th Avenue, Blair, NE 68008, hereinafter called "Trustor", EDMOND E. TALBOT, III, Attorney at Law, as "Trustee" and RONALD F. SORENSEN and NANCY C. SORENSEN, Husband and Wife, as "Beneficiary".

WITNESSETH: That Trustor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, grants, conveys, and sells to Trustee, IN TRUST, WITH POWER OF SALE, the following described property, situated in Washington, County, Nebraska:

Tax Lot 199 in Section 11, Township 18 North, Range 11, East of the Sixth Principal Meridian in the City of Blair, and Lots 5, 6 and 7 in Block 27 in the City of Blair, all in Washington County, Nebraska.

The intention being to convey hereby an absolute irrevocable title in fee simple, including all the rights of homestead and dower, together with all buildings, fixtures, improvements and appurtenances thereunto belonging; and all of the foregoing, together with said property, are herein referred to as the "Property".

FOR THE PURPOSE OF SECURING performance of each agreement and covenant of Trustor herein contained and the payment of the principal sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00), as evidenced by a promissory note (hereinafter referred to as "Trust Deed Note") bearing even date at the rate of interest provided therein, together with any sum or sums of money with interest thereon which may hereafter be paid or advanced under the terms of this Trust Deed; both principal sum and interest thereon being payable according to the terms set forth in said Trust Deed Note, reference to which is hereby made, the final payment of principal and interest, if any, if not sooner paid, shall be due and payable on the 1st day of February, 2005.

Trustor and Beneficiary covenant and agree as follows:

- Warranty of Title.
 - Trustor is lawfully seized of the Property; it has good right and lawful authority to sell 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 unto the Trustee and his successors and assigns, forever, against the claims of all persons.
 - In the event of sale, conveyance or any other transfer of the real estate described in the above and foregoing Trust Deed, the entire balance of principal and accrued interest of the Trust Deed Note which this Trust Deed secures shall be and become immediately due and payable. In addition, if Trustor causes or permits any encumbrance or lien to be placed upon the real estate, the entire balance of principal and accrued interest of the Trust Deed Note which this Trust Deed secures shall be and become immediately due and payable. Trustor acknowledges that the loan secured by this Trust Deed may not be assigned, assumed or otherwise transferred.
- Payment of Principal and Interest. Trustor shall punctually pay the principal of, and interest on, said Trust Deed Note including any advances thereto as provided herein on the dates and at the place and in the manner provided therein and will punctually perform all agreements, conditions and provisions of any other security instrument given in connection with this transaction.
- Preservation and Maintenance of Property. Trustor will not commit any waste upon the Property and will, at all times, maintain the same in good order and condition and will make, from time to time, all repairs, renewals, replacements, additions and improvements which are reasonably required to prevent waste, impairment, or deterioration of said property. No building or improvement now or hereafter erected upon the Property shall be altered, removed or demolished without the prior written consent of Beneficiary.
- Insurance. Trustor, at their 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 covered by standard extended coverage endorsement, in an amount equal to at least one hundred percent of the full replacement value thereof; and insurance against such other hazards and in such amount as is customarily carried by owners and operators of similar properties and as Beneficiary may require for their protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interest of the respective parties. All insurance policies maintained pursuant to this Trust Deed shall name Trustor and Beneficiary as insureds, as their respective interests may appear, and provide that there shall be no cancellation or modification with fifteen days prior written notification to Trustee and Beneficiary. In the event any policy hereunder is not renewed on or before fifteen days prior to its expiration date, Trustee or Beneficiary may procure such insurance in accordance with the provisions of Paragraph .
- Taxes and Assessments. Trustor shall pay all taxes and special assessments levied or assessed against or due upon the Property before delinquency, and will deliver to Beneficiary copies of receipts showing payment of such taxes and special assessments.
- Additional Liens. Trustor shall make all payments of interest and payments of any charges, fees, and expenses contracted to be paid to any existing lien holders or prior beneficiaries under any prior Trust Deed, Mortgage or other security agreement, before the date they are delinquent and to pay any other claim which jeopardizes the security granted herein.
- Protection of Beneficiary's Security. Should Trustor fail to make any act as herein provided, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain, insolvency, arrangements or proceedings involving a bankrupt or decedent, then Beneficiary or Trustee but without obligation to do so, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereunder, may make or do the same, and may pay,

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purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to affect said Property; in exercising any such powers the Beneficiary or Trustee may incur any liability and expend whatever amounts, including disbursements of reasonable attorney's fees, which in their absolute discretion, may be necessary. In the event that Trustor shall fail to procure insurance or to pay taxes, and special assessments or to make any payments to existing or prior lien holders or beneficiaries, the Beneficiary may procure such insurance and make such payments. All sums incurred or expended by Beneficiary or Trustee in accordance with the provisions of this Trust Deed are secured hereby and, without demand, shall be immediately due and payable by Trustor and shall bear interest at the maximum allowable legal rate; provided, however, that at the option of Beneficiary or Trustee such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the same interest as such indebtedness and shall be payable ratably over the remaining term thereof.

8. 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 times, 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 their own name sue for or otherwise collect such rents, less costs and expenses of operation and collection, including reasonable attorney 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. Unless Trustor and Beneficiary 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 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, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to the 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 said rent to the Beneficiary until further notice.

9. Remedies Cumulative. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 2 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the dated specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 10, including, but not limited to, reasonable attorney's fees.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property sold. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of not more than five percent (5%) of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

11. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in Paragraph 10 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

12. Duties and Obligations of Trustee. (a) The duties and obligations of Trustee shall not be determined solely by the express provisions of this Trust Deed and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee; (b) No provision of this Trust Deed shall require Trustee to expend or risk his own funds, or otherwise incur any financial obligation in the performance of any of his duties hereunder, or in the exercise of any of his rights or powers; if he shall have grounds for believing that the repayment of such funds or adequate

indemnity against such risk or liability is not reasonably assured to him; (c) Trustee may consult with counsel of his own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by him hereunder in good faith and reliance thereon; (d) Trustee shall not be liable for any action taken by him in good faith and reasonably believed by him to be authorized or within the discretion or rights of powers conferred upon him by this Trust Deed.

13. Additional Security Instruments. Trustor, at their expense, will execute and deliver to the Trustee, promptly upon demand, such security instruments as may be required by Trustee, in form and substance satisfactory to Trustee, covering any of the Property conveyed by this Trust Deed, which security instruments shall be additional security for Trustor's faithful performance of all of the terms, covenants and conditions of this Trust Deed, the promissory notes secured hereby, and any other security instruments executed in connection with this transaction. Such instruments shall be recorded or filed, and re-recorded and re-filed, at Trustor's expense.

14. Miscellaneous.

(a) In the event any one or more of the provisions contained in this Trust Deed, or the promissory 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.

(b) This Trust Deed shall not inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto.

(c) Trustor shall pay all taxes levied upon this Trust Deed or the debt secured hereby, together with any other taxes or assessments which may be levied against the Trustee or Beneficiary or the legal holder of said promissory note on account of the indebtedness evidenced thereby.

15. Successor Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust Deed. Upon such appointment and without conveyance to the successor Trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument by Beneficiary, containing reference to this Trust Deed and its place of record, which when recorded in the office of the Register of Deeds of the county or counties in which said property is situated shall be conclusive proof of proper appointment of the successor Trustee. The foregoing power of substitution and the procedure therefore shall not be exclusive of the power and procedure provided for by law for the substitution of a Trustee or Trustees in the place of the Trustee or Trustees named herein.

16. Forbearance 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 right or remedy hereunder. 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. Trustor Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Trust Deed granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successor in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Trustor and Trustor's successors in interest.

18. Option to Foreclose. Upon the occurrence of any 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.

19. Trustor's Rights, Absent Default. Until any default in the payment of indebtedness hereby secured or until the breach of any covenant herein contained, the Trustor, its successors and assigns, shall possess and enjoy the property, and receive the rents and profits therefrom. Upon payment of all sums secured by this Trust Deed, Beneficiary shall request Trustee to reconvey the property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled thereto. The Grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Such person or persons shall pay all costs of recording, if any.

20. Notice of Default. The Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

IN WITNESS WHEREOF, the Trustor has executed this Trust Deed the day and year first above written.

RT MASONRY, L.L.C., a Nebraska
Limited Liability Company

By Ronald G. Sorensen
Ronald G. Sorensen

By Curt E. Thomas
Curt E. Thomas

STATE OF NEBRASKA)
) :ss:
WASHINGTON COUNTY)

The above and foregoing Trust Deed was acknowledged before me, a Notary Public, by Ronald G. Sorensen, and Curt E. Thomas, the Members of RT Masonry, L.L.C., a Nebraska Limited Liability Company, on this 1st day of February, 2000 and he acknowledged the execution of the foregoing Trust Deed to be their voluntary act and deed on behalf of said company for the purposes therein set forth.

Kimberly K. Weir
Notary Public

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