

2011- 1922

m-141

TRACT INDEX   
COMPUTER   
COMPARED \_\_\_\_\_  
PAGED \_\_\_\_\_

Pages 4 Doc Tax \$ \_\_\_\_\_ EX # \_\_\_\_\_

Fee Amt \$ 21.50 Ck Pd \$ 21.50

State of Nebraska Gage County ss. Entered in Numerical Index and filed for record the \_\_\_\_\_  
\_\_\_\_\_ 10th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 20 11

Prepared By:

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

Cash PD \$ \_\_\_\_\_ Refund \$ \_\_\_\_\_

Paid by #67 SW FINANCI Ck # 473201

at 1:30 o'clock P. M., and recorded as INSTRUMENT NO **2011-1922**



CUSTOMER CODE \_\_\_\_\_

RETURN TO #67 SOUTHWEST FINANCIAL SERVS

*Ruth E. Siems*

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

(ENVELOPE)

Register of Deeds

By \_\_\_\_\_ Deputy

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 .....05/21/2011.....  
The parties and their addresses are:

TRUSTOR:

DANIELLE HILDEBRANDT, Unmarried.

If checked, refer to the attached Addendum incorporated herein, for additional acknowledgments.

Trustors, their signatures and

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"

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The property is located in GAGE COUNTY at .....  
(County)

424 BROAD ST W UNIT BOX 92, BLUE SPRINGS ..... Nebraska 68318-0092.....  
(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 \$ 23,400.00..... 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): DANIELLE HILDEBRANDT  
Principal/Maximum Line Amount: 23,400.00  
Maturity Date: 06/05/2036  
Note Date: 05/21/2011

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 .....08/31/2007..... and recorded as Recording Number ..... or Instrument Number 2007-3406..... in Book ..... at Page(s) ..... of the Official Records in the Office of the Register of Deeds of GAGE..... 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.

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.

Danielle Hildebrandt  
(Signature) DANIELLE HILDEBRANDT

5/21/11  
(Date)

.....  
(Signature)

(Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF NEBRASKA, COUNTY OF GAGE } ss.  
This instrument was acknowledged before me this 21<sup>st</sup> day of MAY 2011  
by DANIELLE HILDEBRANDT, Unmarried,

My commission expires: 5/03/15

Jonathan Duns  
(Notary Public)



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**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 19040401  
Order Date : 04/13/2011  
Reference : 20111021642190  
Name : DANIELLE HILDEBRANDT  
Deed Ref : N/A

Index #:

Parcel #: 006908000

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**THE FOLLOWING DESCRIBED REAL ESTATE:**

**LOTS 8 & 9 & W 1/2 LOT 10 BLK 4 HALL'S SECOND ADD 00424\W BROAD BLUE SPRINGS, GAGE 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. 20103428, OF THE GAGE COUNTY, NEBRASKA RECORDS.**



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