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Pages 13



Prepared by and return to:

8200  
Suzanne Trouba  
8763 SW 98<sup>th</sup> St  
Denton, NE 68339

## DEED OF TRUST

COUNTY OF LANCASTER  
STATE OF NEBRASKA

THIS DEED OF TRUST (hereinafter referred to as the "**Security Agreement**") is executed on February 16, 2017 by and between the following parties (hereinafter the "**Parties**"):

**BORROWER (hereinafter "Borrower"):**

Austin L & Kellie L Aksamit  
12005 W Saltillo Rd  
Denton , Nebraska 68339

**LENDER (hereinafter "Lender"):**

Suzanne C Trouba, Trustee of the Ronald and Suzanne Joint Trust under Agreement dated September 4, 2013  
8763 SW 98th St  
Denton , Nebraska 68339

**TRUSTEE (hereinafter "Trustee"):**

Donald R Stading, Bar No. 13984  
530 South 13<sup>th</sup> Street, Suite 100  
Lincoln, Nebraska 68508

1. **GRANT IN TRUST.** For and in consideration of \$318,770 USD(hereinafter referred to as the "**Loan Principal**"), lent by Lender to Borrower, Borrower hereby grants, transfers, and conveys IN TRUST, WITH POWER OF SALE to Trustee, all rights, title, and interest that Borrower has now or may hereafter acquire in the following described real property (hereinafter the "**Property**") together with all buildings, fixtures, and improvements now or hereafter existing thereon:

- a. **PROPERTY ADDRESS**

- 12005 W Saltillo Rd  
Denton , Lancaster County, Nebraska 68339

- b. **LEGAL DESCRIPTION**

- S5,T8, R5, 6th Principal Meridian, LOTS 2 & 10 NE & W1/2 NE & LOT 13 SE & LOT 11 NW

2. **PURPOSE.** This Security Agreement is created for the purpose of securing for Lender repayment of the note executed between Borrower and Lender on February 16, 2017 (hereinafter referred to as the "**Promissory Note**") by Borrower, including all renewals, extensions, and modifications of the Promissory Note, as well as to secure Borrower's full performance of the covenants and obligations undertaken in this Security Agreement and the Promissory Note. Borrower warrants that a security interest on the Property may be perfected under the Uniform Commercial Code and to execute any additional instruments required to perfect or renew perfection of Lender's security interests specified herein.
3. **PROMISSORY NOTE TERMS.** The Promissory Note contains the following terms of repayment: Annual payments of \$44,526.01, the first of which payment is due on December 1, 2017 in the amount of \$42,821.46, and continuing thereafter on the 1st day of December of each successive year for a total of eight (8) annual payments of \$44,526.01.(see attached payment schedule). This section is for reference purposes only, and in all cases, the terms of the Promissory Note shall control over this Security Agreement.

4. **BORROWER REPRESENTATIONS AND COVENANTS.** Borrower represents that it is the legal owner of the Property and has the right to grant, transfer, and convey the Property in trust. Borrower warrants that, at Borrower's own expense, Borrower will defend title to the Property against all lawful claims. Borrower warrants that Lender shall have the right to participate in all actions against the title that Borrower is named in and that Borrower will execute any instrument and take all other actions necessary to assist Lender's participation.
  
5. **REPAYMENT.** Borrower promises to repay Lender the Loan Principal, together with all interest, fees, charges, and other costs associated with this Security Agreement, including any amendment, extension, or renewal thereof, at the location and according to the terms specified in the Promissory Note and according to any other related documents executed between the Parties that correspond to this Security Agreement. Borrower promises to make all payments due without abatement, set-off, or counterclaim, and any claims made by Borrower against Lender shall not reduce or postpone Borrower's obligation to pay hereunder.
  - a. **PARTIAL PAYMENT.** Lender may choose to accept a partial payment on the loan described in the Promissory Note without waiving any rights hereunder, including the right to refuse partial payments at a future date. Lender may choose when a partial payment is to be applied to the outstanding balance.
  
6. **TAXES AND OTHER SUMS DUE.** Borrower promises to pay, satisfy and discharge, at least ten (10) as before delinquency, all general and special taxes and assessments affecting such property, and in no event later than the date such amounts become due, (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to or superior hereto, (2) all costs, fees and expenses of this trust, whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender, not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower, (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold, Borrower hereby agreeing not to amend, change, or modify his leasehold interest or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained, and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants, conditions and restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment together with any costs, expenses,

fees or charges relating thereto, including employing counsel and paying his reasonable fees. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property and agrees that Lender, in the name of Borrower, may contest by appropriate proceedings such increase in assessment. In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust, so as to affect this Deed of trust, the holder of this Deed of trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than 30 days written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Deed of Trust.

7. **SATISFACTION AND RECONVEYANCE.** When all amounts secured by this Security Agreement have been paid and all obligations satisfied, Lender will execute a deed within a reasonable amount of time to reconvey the Property without warranty to whoever has become legally entitled to it, and Lender will surrender this Security Agreement and the Promissory Note to Trustee. Lender may charge a reasonable reconveyance fee if and as permitted by Applicable Law.
8. **PREPAYMENT.** If Borrower is not in default of this Security Agreement, Borrower may pay amounts greater than what is owed on a due date without penalty; however, a partial prepayment does not relieve Borrower of its obligation to remain current and make full payment by each due date. Prepayments will first be applied to outstanding interest and next to the outstanding principal amount.
9. **GUARANTEE.** Each Borrower signing this Security Agreement agrees as follows:
  - a. **PERFORMANCE.** Borrower guarantees full performance of the terms and conditions of this Security Agreement in the event that Borrower is unable to do so.
  - b. **JOINT AND SEVERAL LIABILITY.** The liability of each Borrower under this Security Agreement shall be joint and several, meaning that each Borrower may be held individually or collectively liable in the event of default or breach of this Security Agreement.
  - c. **ENFORCEMENT.** Lender may proceed to enforce the terms of this Security Agreement against Borrower prior to, contemporaneously with, or after proceeding to enforce against Borrower.

- d. **INDEMNIFICATION.** Borrower agrees to indemnify and hold Lender harmless against all claims, damages, and losses that may sustain as a result of any failure by Borrower to perform according to the terms of this Security Agreement.
  - e. **NO CONSENT TO AMEND.** Subject to all Applicable Laws, Lender may amend any term of this Security Agreement or obligation secured hereunder, including the Loan Principal and the interest rate, without the consent of Borrower, and any such amendment or modification will bind Borrower and not release Borrower from performing the obligations herein.
  - f. **ACKNOWLEDGMENT.** Borrower certifies that it has read, understood, and fully agrees with the terms and conditions in this section as well as the rest of the terms and conditions in this Security Agreement.
10. **PROPERTY INSURANCE.** During all times that Lender so requires, Borrower must maintain property insurance on the structures and improvements now or hereafter existing on the Property to insure against losses that may occur by any form of hazard that Lender requires, including without limitation, fire, flood, earthquake, and hazards included within the meaning of extended coverage. All insurance policies obtained for the Property must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee. Lender has the right to disprove any insurance policy obtained by Borrower and to make reasonable changes in the insurance requirements from time to time while this Security Agreement is in effect. Borrower has the right to choose the insurance carriers, subject to approval by Lender. Borrower must assign rights to proceeds received from insurance claims to the holder of the Promissory Note in an amount that satisfies the outstanding balance of the loan. Lender may require Borrower to provide it with notices from the insurance carrier and receipts for premiums paid.
- a. **FAILURE TO MAINTAIN COVERAGE.** Should Borrower fail to maintain adequate insurance as required and notified by Lender, Lender may obtain such types and amounts of property insurance that Lender so chooses at Borrower's expense. Any property insurance so obtained by Lender on Borrower's behalf shall become additional debts secured by this Security Agreement.
  - b. **INSURANCE CLAIMS.** Should a loss on insured property occur, Borrower must promptly give notice to Lender and the insurance carrier. Except as otherwise agreed by Borrower and Lender in writing, all insurance proceeds received must be used to repair the Property if economically feasible without depreciating the value of Lender's security interest. Otherwise, all insurance proceeds must be applied to the outstanding balance on the Promissory Note, and any excess proceeds will go to Borrower.

c. **THIRD-PARTY FEES.** All fees for third parties hired in relation to an insurance claim shall be Borrower's sole obligation and will not be paid out of insurance proceeds.

11. **REPAIR AND MAINTENANCE.** Borrower must at all times maintain the Property, including its structures and improvements, in good repair and not damage the Property, allow deterioration of the Property, commit waste on the Property, or permit any action in violation of law to occur on or with respect to the Property. Borrower must make all necessary repairs promptly in order to avoid deterioration or a decrease in the value of the Property unless repair is not economically feasible. Borrower must make all required repairs regardless of whether insurance proceeds are sufficient to cover the expense. When necessary, Lender may make reasonable entries upon the Property for the purpose of inspecting the condition of the Property provided Lender give Borrower proper advance notice and act in accordance with all Applicable Laws when doing so. Borrower must prevent the Property from becoming vacant unless otherwise agreed in writing with Lender. Lender has the right to make necessary repairs and improvements to the Property in order to prevent deterioration and decrease in value.
12. **HAZARDOUS SUBSTANCES.** Except in small quantities appropriate for residential use, Borrower must not allow the presence, disposal, or release of any hazardous substances on the Property, including without limitation, asbestos, radioactive materials, volatile solvents, toxic pesticides and other materials, pollutants, flammable materials such as gasoline or kerosene, and materials defined as toxic or hazardous by any environmental law governing the jurisdiction. If Borrower learns of the presence of any hazardous substances, Borrower must promptly notify Lender and take all actions necessary to remove the hazardous substances in a prompt manner according to the Applicable Laws.
13. **ADDITIONAL FEES.** Lender may charge Borrower additional fees as a result of default on this Security Agreement or as a result of actions Lender takes to protect the value of its security interest, including without limitation, reasonable attorney's fees and costs. The fact that a fee is not expressly specified in this Security Agreement shall not bar its charge to Borrower, but all unspecified fees must conform with the Applicable Law at all times.
14. **LENDER'S RIGHT TO PROTECT ITS INTEREST.** Although Lender is never obligated to do so, Lender shall have the right to take all reasonable actions to protect its interests under this Security Agreement if any of the following events occur: Borrower fails to perform any of its obligations; Borrower abandons the Property; or a legal proceeding occurs that may significantly impair Lender's interests under this Security Agreement, such as a bankruptcy, probate, or condemnation or forfeiture proceeding. This right can include paying amounts owed on liens that take priority over this Security Agreement and paying reasonable attorney's fees and costs. Upon Borrower receiving notice from Lender of such

payment, any amounts paid by Lender in exercising this right shall be secured by this Security Agreement and repaid by Borrower at the Promissory Note interest rate from the date of Lender's payment.

15. **ATTORNEY-IN-FACT.** Borrower hereby irrevocably appoints Lender as its attorney-in-fact for the purpose of doing all things that in Lender's opinion are necessary to protect its security interest and exercise its rights described in the preceding paragraph.
16. **EVENTS OF DEFAULT.** The following are events of default under this Security Agreement:
  - a. Borrower's failure to pay any amounts due under this Security Agreement or the Promissory Note;
  - b. Borrower's failure to comply with any of the terms and conditions of this Security Agreement or the Promissory Note;
  - c. If Lender discovers that Borrower gave materially false, misleading, or inaccurate information or statements or failed to provide material information on the loan application or otherwise to induce Lender to provide the Loan Principal;
  - d. If Borrower becomes insolvent, appoints a receiver for any of Borrower's property, or commences bankruptcy proceedings voluntarily or involuntarily;
  - e. If any civil or criminal legal proceeding occurs that may significantly impair Lender's interests under this Security Agreement;
  - f. If a default occurs on any lien or other restriction on the Property or if the Property becomes burdened by additional liens without Lender's consent;
  - g. If any governmental entity conducts a private taking on the Property through exercising its power of eminent domain;
  - h. If Borrower is a business and Borrower ceases all operations, terminates, or dissolves;
  - i. If Borrower dies, becomes incompetent, becomes insolvent, revokes its guarantee stated herein, or any event of default occurs with respect to it;
  - j. Borrower's breach of any other agreement executed between Borrower and Lender concerning the Property now or hereafter existing.
17. **REMEDIES.** Lender has the right to use any and all remedies allowed under applicable law regardless of whether a remedy is expressly specified in this Security Agreement,

including all remedies specified under the Uniform Commercial Code. Borrower agrees to reimburse Lender for all expenses Lender incurs in pursuing remedies, including reasonable attorney's fees and costs. Each remedy set forth in this Security Agreement shall be distinct and cumulative to all other remedies set forth herein or provided under the Uniform Commercial Code or other Applicable Law and may be exercised independently, concurrently, or successively with other remedies.

- 18. ACCELERATION.** If any default occurs under this Security Agreement, Lender must give Borrower notice of the default, whether and how the default may be cured, and any timeframe allowed for curing the default. If Lender so chooses, Lender may give Borrower further notice that all amounts secured by this Security Agreement have become immediately due and payable or that such amounts will become immediately due and payable if Borrower fails to cure the default within the timeframe provided. Any notice of acceleration shall include notice of Borrower's rights under the Applicable Laws, including Borrower's right to bring a court action challenging the existence of a default or asserting some other defense. If Lender allows a default to be cured, and Borrower cures the default within the timeframe provided, this Security Agreement will be reinstated. Upon Borrower's failure to cure the default within the timeframe provided, or if the default is not curable, Lender may require immediate payment of all amounts secured by this Security Agreement. Lender's election not to accelerate payment upon default at any one time, including allowing forbearance upon default, shall not constitute a waiver of Lender's right to accelerate payment at a later time.
- 19. PROPERTY TRANSFER.** If Borrower transfers title to the Property or a beneficial interest in the Property by deed, escrow agreement, or any other means without Lender's prior written consent, and if permitted under the Applicable Law, then Lender may choose to accelerate payment in full under the terms of this Security Agreement and the Promissory Note.
- 20. SALE OF PROPERTY.** Trustee agrees not to sell, transfer, assign, lease, or otherwise permit a change in control or ownership of the Property or any part of or interest in the Property without receiving the prior written consent of both Borrower and Lender. If Borrower and Lender do agree to such a change in control or ownership, purchaser, transferee, assignee, or lessee must execute an assumption agreement acceptable to Lender. The provisions of this paragraph do not apply to the invocation of the Lender's power of sale.
- 21. POWER OF SALE.** Upon Borrower's default under the terms of this Security Agreement, Lender may invoke its power of sale to foreclose on the Property and sell the Property outside of any judicial proceeding. Any delay in invoking this right or choice not to invoke this right shall not constitute a waiver to invoke this right at a later time. Upon invoking



this right, Lender must send Borrower and any other parties required by Applicable Law written notice of the default and Lender's choice to sell the Property. If required by Applicable Law, Trustee shall record such notice in the county or counties in which the Property is located. Lender or Trustee will make a public notice of the sale according to Applicable Law. After the appropriate time has elapsed, Trustee will then sell the Property to the highest bidder at a public auction in accordance with Applicable Law and as specified in the public notice. Lender has the right to purchase the Property at public auction or any other sale.

22. **JUDICIAL FORECLOSURE.** If permitted by Applicable Law, Lender has the right to choose to pursue judicial foreclosure in lieu of the non-judicial foreclosure that occurs when exercising its power of sale.
23. **NOTICES.** The Parties must send all notices to each other in writing and as required by Applicable Law. Each Party's address for receiving notices shall be the address stated herein unless another address is designated in writing. A notice is considered effective as of the day when sent, if that day is a business day and not a national holiday. If a notice is sent on a Saturday, Sunday, or national holiday, then it is considered effective on the first business day thereafter. A notice is not considered received by Lender unless Borrower can furnish adequate proof that the notice was sent. Unless otherwise required by Applicable Law, notice sent to any one Borrower shall be considered proper notice to all Borrowers. The Parties agree to promptly notify all other Parties of any changes of address that may occur.
24. **PAYOFF STATEMENT.** Upon proper demand, Lender must furnish a written statement specifying amounts owed to satisfy all outstanding debts secured by this Security Agreement and Promissory Note in accordance with Applicable Law.
25. **ACCEPTANCE BY TRUSTEE.** The Trustee named herein agrees to act as Trustee when this Security Agreement is fully executed, acknowledged, and publically recorded.
26. **SUCCESSOR TRUSTEES.** If Trustee becomes unable to serve as Trustee, or if Lender so chooses to do so, Lender may appoint a successor Trustee by recording an instrument to that effect in the county or counties where the Property is located in accordance with Applicable Law. Any successor Trustee shall take on all rights and obligations specified in this Security Agreement.
27. **SUCCESSORS AND ASSIGNS.** This Security Agreement shall bind and inure to the benefit of all Parties as well as their successors and assigns.
28. **GOVERNING LAW.** This Security Agreement shall be construed in accordance with Nebraska law. "**Applicable Law**" means all relevant federal, state, and local laws. All

terms and conditions in this Security Agreement shall be carried out in conformance with the Applicable Law.

29. **SEVERABILITY.** In the event any provision of this Security Agreement is found invalid or unenforceable for any reason whatsoever, that provision will not invalidate the remaining provisions in this Security Agreement and will be considered amended, limited, or removed as is necessary to bring it in conformance with the Applicable Law. Any interest rate specified herein found to be in excess of that permitted by the Applicable Law shall not void this Security Agreement and shall be reduced to the highest rate permitted.
30. **TIME OF ESSENCE.** Time is of the essence in the performance of this Security Agreement.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.
32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. The terms Borrower, Lender, and Trustee shall include the singular and the plural as well as the gender-neutral pronouns (e.g. it) regardless of actual gender.
33. **COPIES.** All Parties shall receive a copy of this Security Agreement and the Promissory Note.
34. **READ THIS ENTIRE AGREEMENT.** Borrower acknowledges that Borrower has read this entire Agreement, agrees to comply, and has received a copy thereof, including any attached schedules, exhibits, or addendums. Borrower further acknowledges that it was under no duress in signing this agreement, and has full opportunity to negotiate the terms contained herein and to consult independent counsel.

IN WITNESS WHEREOF this deed is delivered and each Borrower and Lender signs this Security Agreement in full agreement of the terms and conditions stated herein as of the date below.

**Signatures**

BORROWER

Austin L Aksamit Date: 2-16-17  
(Austin L Aksamit)

Kellie L Aksamit Date: 2-16-17  
(Kellie L Aksamit)

LENDER

Suzanne C Trouba Date: 2-16-17  
(Suzanne C Trouba, Trustee of the Ronald and Suzanne Trouba Joint Trust under Agreement dated September 4, 2013)

# BORROWER ACKNOWLEDGMENT

State of Nebraska

SS.

County of Lancaster

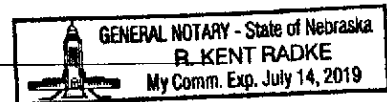
On February 16, 2017, before me, personally appeared Austin L & Kellie L Aksamit, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing DEED OF TRUST and acknowledged to me that he or she is authorized to execute the same, and that by affixing his or her signature on the instrument such person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: R Kent Radke Commission Expires: \_\_\_\_\_

Sign: R Kent Radke [Affix seal]



NOTARY PUBLIC

## LENDER ACKNOWLEDGMENT

State of Nebraska

SS.

County of Lancaster

On February 16, 2017, before me, personally appeared Suzanne C Trouba, Trustee of the Ronald and Suzanne Trouba Joint Trust under Agreement dated September 4, 2013, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing DEED OF TRUST and acknowledged to me that he or she is authorized to execute the same, and that by affixing his or her signature on the instrument such person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: R Kent Radke Commission Expires: \_\_\_\_\_

Sign: R Kent Radke [Affix seal]



NOTARY PUBLIC