

RECORDED & ENTERED
 BOOK 479 PAGE 1257
 Mortgages
 2003 OCT 17 PM 4:48



Fee \$41.00
 Will call-TRI-County Title & Escrow Co.

Dieme Kopels
 REGISTER OF DEEDS
 PLATTE COUNTY, NE

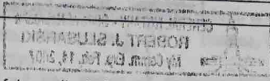
**PREFACE TO DEED OF TRUST
 UNDER FARM HOMESTEAD PROTECTION ACT
 DISCLAIMER**

BORROWER		GRANTOR	
Richard C. Treadway Sr., Joan M. Treadway		Richard C. Treadway Sr. and Joan M. Buggi Treadway	
ADDRESS		ADDRESS	
531 Mickey Street Osceola, NE 68651		531 Mickey Street Osceola, NE 68651	
IDENTIFICATION NO.		IDENTIFICATION NO.	
TRUSTEE: Union Bank and Trust Company 3643 South 48th Street Lincoln, NE 68501			

DISCLAIMER

In accordance with the provisions of the Nebraska Farm Homestead Protection Act, Grantor, prior to executing the attached Deed of Trust dated Oct 15, 2003, by and between Grantor and Union Bank and Trust Company

states and acknowledges:



Lender, hereby

1. That no part of the homestead of Grantor is presently or will be in the future, situated on the following described real estate (the Property), nor are there any buildings sufficient to be designated as a homestead presently located on the Property.

All of the E1/2 of the SW1/4 and the E1/2 of the W1/2 of the SW1/4 of Section 14, Township 17 North, Range 2 West of the 6th P.M.; and Lot 3 in Section 23, Township 17 North, Range 2 West of the 6th P.M., said land being described in some of the plat books as "Lot 9 in said Section 23, and being all of land North of the Loup River in the E1/2 of the NW 1/4 and the E1/2 of the W1/2 of the NW1/4 of said Section 23," all in Platte County, also Commencing at a point 34 feet east of the NW corner of the NE1/4 of Section 14, Township 17 North, Range 2 West of the 6th P.M., Platte County, Nebraska, thence south parallel to and 24 feet east of the west boundary line fence of said quarter as it now stands, to a point 24 feet east of the southwest corner of said quarter, thence West 24 feet, thence North to a point 10 feet east of the NW Corner of said quarter following along the west boundary line of said quarter, thence East 24 feet to the point of beginning, subject, however to a right of way over, in, and upon said property which is expressly reserved unto Anthonie Kuta and husband and their heirs and assigns.

2. Grantor acknowledges that while this Deed of Trust is unsatisfied and a lien remains on the Property, Grantor shall have no right presently or in the future to make a designation of homestead on the Property, including, without limitation, in the event of a trustee's sale under the Deed of Trust.

3. Grantor acknowledges that if, contrary to this Disclaimer, Grantor establishes a homestead on the Property during the time the Deed of Trust is unsatisfied and a lien remains on the Property, Grantor shall have no right to make a designation of homestead in the event of a trustee's sale under the Deed of Trust.

4. Grantor states that this acknowledgment is Grantor's knowing and voluntary act and deed, and constitutes a written disclaimer and acknowledgment under the Nebraska Farm Homestead Protection Act and Grantor hereby disclaims any right to designate a homestead in the event of a trustee's sale under the Deed of Trust.

5. Grantor further understands and agrees that this acknowledgment and Disclaimer shall be filed as a Preface to and become a part of the Deed of Trust.

