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Diane Kapala
REGISTER OF DEEDS
PLATTE COUNTY, NE

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

BORROWER	GRANTOR
Joan M. Treadway, Richard C. Treadway Sr.	Joan M. Treadway and Richard C. Treadway Sr., Wife and Husband
ADDRESS	ADDRESS
531 Mickey Street Osceola, NE 68651	531 Mickey Street Osceola, NE 68651
IDENTIFICATION NO.	IDENTIFICATION NO.
507-56-4374	507-56-4374
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 Aug 06, 2003 by and between Grantor and Union Bank and Trust Company Lender, hereby states and acknowledges:

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.

That part of the SW1/4 located South of the centerline of Shady Lake Road, Section 9, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of said SW1/4; thence N00 degrees 02'43"W (assumed bearing), 1,584.25 feet on the West line of said SW1/4 to the centerline of said road; thence Southeasterly on the centerline of said road for the next 3 courses; 1) S77 degrees 03'49"E, 977.64 feet; 2) S77 degrees 37'25"E, 731.09; 3) S79 degrees 19'49"E, 999.68 feet to the East line of said SW1/4; thence S00 degrees 02'57"W, 1,030.94 feet on the East line of said SW1/4 to the Southeast corner thereof; thence N89 degrees 50'28"W, 2,647.19 feet on the South line of said SW1/4 to the point of beginning, containing 78.72 acres more or less, which includes 2.76 acres used for county road purposes.

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.

