



Return to: Nancy L Loftis, 5533 S 27<sup>th</sup> St Ste 203, Lincoln, NE 68512

DEED OF TRUST

**Maranville Properties LLC, a Nebraska limited liability company, Trustor, conveys to Nancy L Loftis, Trustee (Nebraska State Bar Association #16887), for the benefit of David L. Barber and Georgean R. Barber, Beneficiary, the following described real estate (Property):**

**Lot 12, Block 29, Dawsons Addition to South Lincoln, Lincoln, Lancaster County, Nebraska, commonly known as 1445 S 12 St, Lincoln, NE**

This Deed of Trust is given on or about **May 5, 2014** to secure a Note to Beneficiary for payment of a purchase money loan of this date in the amount of **\$53972.55** together with all future advances necessary to protect the Property (Note), and constitutes a Security Agreement with respect to fixtures attached to the Property.

1. **WARRANTY OF TITLE:** Trustor warrants that Trustor is lawfully seised of a fee simple title to the Property, free from encumbrances, easements and restrictions of record, except a first deed of trust held by Security First Bank, has full authority to convey the Property and will warrant and defend the title to the Property against the claims of all persons.
2. **PAYMENT AND DUE DATE:** Trustor shall pay the indebtedness to Beneficiary, it's successors and assigns, when due. The balance shall be paid in full on or before **May 5, 2021**.
3. **TAXES:** Trustor shall pay all taxes, assessments, and other charges which may become liens upon the Property, when due, and before delinquency.
4. **INSURANCE:** Trustor shall maintain fire and extended coverage insurance covering the improvements on the Property with such company and in such amount as shall be satisfactory to Beneficiary, with the proceeds of any loss payable to Beneficiary. The policy of insurance shall be delivered to and held by Beneficiary, and upon foreclosure of this Deed of Trust or other transfer of the title to the Property in satisfaction of the indebtedness secured, all right, title and interest of Trustor in and to such insurance policy shall pass to the grantee of the Property.
5. **TAX AND INSURANCE ESCROW:** At the election of Beneficiary, Trustor shall pay to

Dawsons

CRG FNT \$56

Beneficiary a monthly amount, to be placed in escrow, sufficient to pay future taxes, assessments, insurance premiums, and other charges when due. Upon any default by Trustor in the payment of taxes, assessments, insurance premiums, or other charges, Beneficiary may make payment and add the amount of such payment to the principal balance of the Note.

6. **MAINTENANCE:** Trustor shall not commit or permit waste and shall maintain the improvements on the Property in as good condition and repair as when Trustor first acquired possession. Trustor shall not make any alterations or renovations to the Property without the consent of Beneficiary. Trustor shall pay and promptly discharge at Trustor's costs all liens, encumbrances and charges levied, imposed or assessed against the Property.

Trustor shall keep the Property in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (Environmental Laws). Trustor shall keep the Property free from all substances deemed to be hazardous or toxic under any Environmental Laws (Hazardous Materials). Trustor agrees to indemnify and hold Beneficiary harmless from any and all claims, damages, losses, and liabilities arising after the date of this deed of trust in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Property. The obligations of Trustor in this regard shall survive reconveyance of this deed of trust.

7. **INSPECTION:** Trustee or Beneficiary may inspect the Property and the improvements at all reasonable times, and upon default by Trustor in the maintenance of the Property, Beneficiary may perform such maintenance and add the expense to the principal balance of the Note.

8. **CASUALTY LOSS:** In the event of loss or damage to improvements or fixtures on the Property, Trustor may elect to repair or replace such improvements or fixtures. If Trustor shall elect not to perform such repair or replacement, the principal balance of the Note and accrued interest shall become due and payable at once, at the election of Beneficiary. Any insurance proceeds payable by reason of loss or damage shall be placed in escrow with Trustee and disbursed during or upon completion of repair or replacement or applied on the last maturing payments due on the Note, at the election of Trustor.

9. **CONDEMNATION:** If all or any portion of the real estate is condemned or acquired for public use, the resulting award, proceeds, or consideration shall be assigned and paid to Trustee and applied on the last maturing payments due on the Note.

10. **DUE ON SALE:** If the Property, or any interest in the Property, is sold or conveyed or becomes subject to an agreement to sell or convey or an option to purchase prior to the time the indebtedness secured is paid in full, the entire indebtedness secured by this Deed of Trust shall become due and payable, at the election of the Beneficiary.

11. **DEFAULT:** The occurrence of any of the following shall be an Event of Default under this Deed of Trust:  
A default in the payment of any amounts required under a first deed of trust on the Property or a default in the payment of any amounts due under the Note secured by this Deed of Trust.

A breach of or default under any provisions contained in this Deed of Trust which is not cured within 30 days after written notice to Trustor.

The filing of any action by or against Trustor under any bankruptcy, insolvency or other relief for debtors statute, law or regulation.

The sale of all or any part of or any interest in the Property without the express written consent of Beneficiary.

Abandonment of the Property by Trustor.

12. **REMEDIES:** In the event of any Event of Default, Beneficiary may declare all indebtedness secured by this Deed of Trust immediately due and payable. Beneficiary may demand Trustee exercise the power of sale granted under this Deed of Trust, exercise any and all rights provided in any of the related loan documents and/or commence an action to foreclose this Deed of Trust as a mortgage.

No remedy conferred or reserved is intended to be exclusive of any other remedy, but each shall be cumulative and may be exercised concurrently, independently, or successively.

13. **ASSIGNMENT OF RENTS:** Upon any default, Trustee may collect all rents and profits from the Property during the continuance of such default. Upon the delivery of a copy of this assignment to any tenant of a portion of the Property, such tenant shall pay all subsequently accruing rents to Trustee, until further notice from Trustee. Trustee shall apply all rents received from the Property to the expenses of collection, to the expenses of maintenance of the Property, and to the principal balance of the Note. Trustor agrees not to collect rents from the Property in advance.

14. **RECEIVER:** In the event of any default and the commencement of proceedings to foreclose this Deed of Trust, Trustee shall at once be entitled to possession and use of the Property, including the rents and profits, during the pendency of such proceedings. Possession of the Property shall be delivered to Trustee. If delivery of possession is refused by Trustor, Trustee shall be entitled to the appointment of a receiver for the Property by any court of competent jurisdiction, as a matter of right, without regard to the solvency of Trustor or the value of the Property, to collect the rents and profits from the Property and apply such rents and profits according to the orders of the court.

15. **POWER OF SALE:** Trustor grants a power of sale to Trustee to sell the Property upon a default and the acceleration of the balance due. If Beneficiary elects in writing to cause the power of sale to be exercised, Trustee shall, in addition to all other actions required by law:
- a. give the notice of default and notice of sale required by law.
  - b. sell the Property at public auction to the highest bidder.
  - c. convey the Property to the purchaser, without warranty.
  - d. Apply the proceeds as required by law.

Trustee's fees for the exercise of the sale of the Property shall not exceed \$850.00.

16. **ADDRESSES:**  
**The address of Trustor is 7541 Cross Creek Ct, Lincoln, NE 68516**  
**The address of Trustee is 5533 S 27<sup>th</sup> St. Ste 203, Lincoln, NE 68512**  
**The address of Beneficiary is 6620 Sumner St, Lincoln, NE 68506-1543.**

17. **REQUEST FOR NOTICE:** Trustor hereby requests that a copy of any notice of default and any notice of sale be mailed to Trustor.
18. **NOTICES:** Any notice shall be in writing and shall be personally served or mailed by certified mail, postage prepaid, return receipt requested. Any address for notices may be changed by delivering or mailing a notice of such change to all other parties of this Deed of Trust.
19. **APPOINTMENT OF SUCCESSOR TRUSTEE:** Beneficiary may appoint a successor Trustee by recording a Substitution of Trustee, executed and acknowledged by Beneficiary, in the county in which the Property is situated. The Substitution of Trustee shall also be mailed to Trustor.
20. **RECONVEYANCE BY TRUSTEE:** Upon fulfillment of Trustor's obligations under this Deed of Trust and the Note and upon the written request of Beneficiary, Trustee shall reconvey the Property to the Trustor, without warranty. The reconveyance may designate the Grantee as "the person or persons entitled thereto."
21. **BINDING EFFECT:** The terms and conditions of this Deed of Trust shall bind the successors in interest of Trustor, Trustee, and Beneficiary.
22. **GENERAL PROVISIONS:** This deed of trust shall be construed under the laws of the State of Nebraska and shall be binding on the successors in interest of the parties. In the event any provisions of this deed of trust is declared invalid or unenforceable, the invalidity shall not affect the remaining provisions of this deed of trust or the related loan documents.

Any extension of time for payment or performance granted by Beneficiary shall not operate to release, in any manner, the liability of Trustor. Any forbearance by Beneficiary in exercising any right or remedy under this deed of trust or applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

Except as required by law, all sums paid to Beneficiary, including principal, interest, rents and profits shall be applied by Beneficiary to the amounts due and owing from Trustor in such order as Beneficiary in its sole discretion deems desirable.

Case Maranville

Maranville Properties LLC, Trustor  
By: Case Maranville, Member/Manager

Cole Maranville

Maranville Properties LLC, Trustor  
By: Cole Maranville, Member/Manager

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 5 day of May,  
2014, by **Case Maranville and Cole Maranville as the members and managers of Maranville  
Properties LLC.**

R Kent Radke

Notary Public

