



Return To: LOAN OPERATIONS, CORNHUSKER BANK, PO BOX 80009, LINCOLN, NE 68501
Prepared By: LOAN OPERATIONS, CORNHUSKER BANK, PO BOX 80009, LINCOLN, NE 68501

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ASSIGNMENT OF CONTRACT RIGHTS & PAYMENTS

(under terms of the DEED OF TRUST PROMISSORY NOTE)

Preamble

770 Carter
Whereas, the Assignor (defined below) owned the following residential real property (Property) located at 7350 MERCY LN, HICKMAN in Lancaster County, Nebraska and further described as follows: UNIT 7350, CARTER CONDOMINIUMS, HICKMAN, LANCASTER COUNTY, NEBRASKA, ACCORDING TO THE CONDOMINIUM DECLARATION AND RESTRICTIVE COVENANTS FOR CARTER CONDOMINIUMS, RECORDED OCTOBER 13, 2006 AS INST. NO. 2006051420; RECORDS OF LANCASTER COUNTY, NEBRASKA.

Whereas, the Assignor sold and conveyed Assignor's right, title and interest in and to the Property to STACY ADAMSON (Grantee) under the terms of a contract, identified as DEED OF TRUST PROMISSORY NOTE (Contract) dated on July 15, 2009, and recorded on July 16, 2009, at REGISTER OF DEEDS OFFICE AS INSTRUMENT #2009039410 in the real estate records in Lancaster County, Nebraska.

Whereas, Grantee agreed to the following terms in the Contract:

- A. To pay Assignor a total principal amount of \$130,000.00 plus accrued interest and other charges, if any.
- B. To pay Assignor interest as follows: AT AN ORIGINAL INTEREST RATE OF 7.0%.
- C. To make full and timely monetary payment(s) in U.S. Dollars to Assignor as follows: MONTHLY PRINCIPAL AND INTEREST PAYMENTS OF \$864.89.
- D. To make the final payment of all unpaid principal, accrued and unpaid interest and charges on or before July 15, 2039.

Whereas, the current unpaid principal balance as of June 11, 2014, is \$123,632.55.

Whereas, Assignor warrants that Grantee is current on all of Grantee's payments and other obligations, and is not in default, under the terms of the Contract.

Assignment

DATE AND PARTIES. The date of this Assignment of Contract Rights & Payments (Assignment) is . The parties to this Assignment and their addresses are:

LENDER (ASSIGNEE):

CORNHUSKER BANK

Organized and existing under the laws of Nebraska
PO BOX 80009
LINCOLN, NE 68501

ROBERT D CARTER
Nebraska Assignment

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ASSIGNOR:

ROBERT D CARTER
AS HUSBAND
7300 HICKMAN RD
HICKMAN, NE 68372

DIANE M CARTER
AS WIFE
7300 HICKMAN RD
HICKMAN, NE 68372

1. ASSIGNMENT. In reliance upon the representations and warranties made by the Assignor and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor does hereby assign, pledge and grant a security interest of Assignor's right to payments and other rights and privileges under the Contract to Lender (Secured Party) as collateral security that secures the payment of the Secured Debts (defined below) and that further secures the performance of the Assignor.

2. SECURED DEBTS. The term "Secured Debts" includes and this Assignment will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 120810, dated June 11, 2014, from Assignor to Lender, with a loan amount of \$87,316.00.

B. All Debts. All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.

3. WARRANTIES AND REPRESENTATIONS. Assignor has the right and authority to enter into this Assignment. The execution and delivery of this Assignment will not violate any agreement governing Assignor or to which Assignor is a party.

A. Title. Assignor has good title to the Contract and the right to assign, and grant a lien on, the Contract, the payments and the right to payments under the Contract.

B. Recordation. Assignor has recorded the Contract as required by law or as otherwise prudent for the type and use of the Property.

C. Default. No default exists under the Contract. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Contract to comply with the Contract and any applicable law. If Assignor or any party to the Contract defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

D. Contract Modification. Assignor has not sublet, modified, extended, canceled, or otherwise altered the Contract, or accepted the surrender of the Property covered by the Contract.

E. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Contract and the right to payment.

4. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur.

A. Payments. Assignor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state

insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts

F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.

G. Non-Payment by Grantee. Grantee fails to make timely payment or otherwise comply with the terms of the Contract.

H. Modification. Assignor and Grantee modify, terminate, substitute or replace the terms of the Contract, in whole or in part, without prior written consent of Lender.

I. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

J. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.

K. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

L. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

M. Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

N. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

O. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

5. REMEDIES. After Assignor defaults, Lender may at Lender's option do any one or more of the following.

A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

C. Sources. Lender may use any and all remedies Lender has under Nebraska or federal law or in any document relating to the Secured Debts.

D. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

E. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

6. NOTIFICATION TO GRANTEE AS ACCOUNT DEBTOR. In accordance with the Nebraska Uniform Commercial Code (UCC), Lender, as the Secured Party, may notify Grantee, as Account Debtor (as defined in the UCC), that all further payments will be made and sent directly to Lender until and unless otherwise notified by Lender in writing. Lender's notification to Grantee shall be authenticated by Lender or Assignor and shall indicate that the amount(s) due or to become due has been assigned and that payment is to be made to Lender. Lender may exercise this right at any time without regard to whether there is an Event of Default. In any case and if requested by Grantee, Lender shall seasonably furnish reasonable proof that the assignment has been made.

7. GRANTEE'S CONTACT INFORMATION. Assignor represents and warrants that the Grantee's last known address and telephone number are as follows:

STACY ADAMSON
6614 SHADOW PINES PL
LINCOLN, NE 68516

Assignor covenants to provide Lender with the most current address and telephone numbers of the Grantee as a continuing obligation.

8. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

9. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisement rights, and further waives and disclaims any homestead rights, relating to the Property.

10. COMPLETE AGREEMENT; NO MODIFICATION OF CONTRACT. Assignor further warrants and covenants that

- A. the original, executed Contract and related documents delivered to Lender are the true, accurate, current and complete agreement;
- B. There are no side agreements with Grantee, including no agreements by Assignor to waive or defer any of Grantee's obligations under the Contract; and
- C. there will be no future modifications or substitutions to the Contract, or its terms, without the advance, written consent of Lender.

11. NO ACTION BY LENDER. Nothing contained in this Assignment shall require Lender to take any action.

12. APPLICABLE LAW. This Assignment is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

13. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment.

14. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

15. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

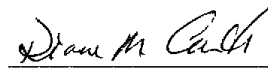
16. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one will be deemed to be notice to all s. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in

connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:


ROBERT D CARTER
Individually


DIANE M CARTER
Individually

ACKNOWLEDGMENT.

