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INST NO 2003

2003 SEP 29 P 3: 14

098286

LANCASTER COUNTY, NE

BLOCK

CODE  
CANCELED  
EX-FREC

Do not write/type above this line. For filing purposes only.

FORM 5011 (1-2003)

RETURN TO Farm Credit Services of America, 3800 NW 12th, Suite D  
PREPARER: Lincoln, NE 68521-0000

Nancy Noonan  
(888)396-3276

HOMESTEAD DESIGNATION DISCLAIMER

In accordance with the provisions of the Nebraska Farm Homestead Protection Act, Neb. Rev. Stat. Sections 78-1901, et. seq., as a preface to the execution, and as a part of the following Trust Deed, the undersigned Trustor(s) being first duly sworn, elects to Disclaim the Right to Designate a Homestead.

I/We disclaim the right to designate a homestead on the property described in the following Trust Deed. No part of my/our homestead is presently, or in the future will be, situated upon said real estate. I/We understand that if I/we establish a homestead on any part of the real estate during the time the Trust Deed remains unsatisfied and a lien on the real estate, I/we shall have no right to make a designation of homestead in the event of a Trustee's sale.

Farm Credit Services of America

TRUST DEED AND ASSIGNMENT OF RENTS

Trustor(s):

Aginvest LLC, A Nebraska Limited Liability Company, a Limited Liability Company

Mailing Address:

4900 N 14TH STREET  
LINCOLN NE 68521-4022

This Trust Deed and Assignment of Rents is made September 26, 2003, by and among the above named Trustor(s) and AgriBank, FCB, "Trustee," whose mailing address is PO Box 64949, St. Paul, Minnesota 55164-0949, and Farm Credit Services of America, FLCA, "Beneficiary," whose mailing address is 5015 S 118th St; PO Box 2409, Omaha, NE 68103-2409 in consideration of the advance by Beneficiary of the principal sum specified below, the receipt of which is hereby acknowledged, Trustor(s) irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, its successors and assigns, under and subject to the terms and conditions of this Trust Deed, the property, located in Lancaster County(ies), State of Nebraska, and described as follows:

See Attached Exhibit A incorporated herein by this reference.

together with all Trustor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended or renewed by Trustor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Trustor(s) and Beneficiary that this Trust Deed is given to secure the repayment in full of the following described promissory note(s), and all future and additional loans or advances, protective or otherwise, which may be made by Beneficiary, at its option, at the request of, and to or for the account of Trustor(s), or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s) or other instrument(s) modifying the same.

Date of Note	Principal Amount
09/26/2003	750,000.00

Provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$ 750,000.00), exclusive of interest and protective advances authorized herein or in the loan agreement(s); provided further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This Trust Deed will be due April 01, 2018.

Trustor(s) hereby warrants that Trustor(s) holds fee simple title to the above described property, that Trustor(s) has good and lawful authority to deed and encumber the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Trustor(s) will warrant and defend the property, at Trustor(s) expense, against all claimants whomsoever. Trustor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

Trustor(s) and each of them further covenants and agrees with Beneficiary as follows:

- To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Beneficiary as additional security to this Trust Deed, including those in or on public domain.
- To insure and keep insured buildings and other improvements including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Beneficiary. Such insurance will be approved by and deposited with Beneficiary, and endorsed with loss payable clause to Beneficiary. Any sums so received by Beneficiary may be used to pay for reconstruction of the destroyed improvements or if not so applied may be applied, at the option of Beneficiary, in payment of any indebtedness matured or unmatured secured by this Trust Deed. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail. Trustor(s) will obtain and keep flood insurance in force to cover losses by flood as required by Beneficiary and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. Trustor(s) further agree that Beneficiary is not and will not be liable for any failure by Trustor(s) or by any insurer, for whatever reason, to obtain and keep this insurance in force.
- To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the property. Beneficiary may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).

\* Farm Credit Services End

4. In the event Trustor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the loan agreement(s), Beneficiary, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of payment until paid. The advancement by Beneficiary of any such amounts will in no manner limit the right of Beneficiary to declare Trustor(s) in default or exercise any of Beneficiary's other rights and remedies.
5. In the event Beneficiary is a party to any litigation affecting the property or the lien of this Trust Deed, including any action by Beneficiary to enforce this Trust Deed or any suit in which Beneficiary is named a defendant (including condemnation and bankruptcy proceedings) Beneficiary may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of advance until paid.
6. Any awards made to Trustor(s) or their successors by the exercise of eminent domain are hereby assigned to Beneficiary; and Beneficiary is hereby authorized to collect and apply the same in payment of any indebtedness, mature or unmatured, secured by this Trust Deed.
7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), loan agreement(s), or any other instruments, or any proceedings is brought under any Bankruptcy laws, Beneficiary, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) and Beneficiary may immediately authorize Trustee to exercise the Power of Sale granted herein in the manner provided in the Nebraska Trust Deeds Act, or, at the option of the Beneficiary, may foreclose the Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, including the appointment of a Receiver upon ex parte application, notice being hereby expressly waived, without regard to the value of the property or the sufficiency thereof to discharge the indebtedness secured hereby or in the loan agreement(s). Delay by Beneficiary in exercising its rights upon default will not be construed as a waiver thereof and any act of Beneficiary waiving any specified default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Trustor(s) do hereby agree to be personally bound to pay the unpaid balance, and Beneficiary will be entitled to a deficiency judgment.
8. Should Beneficiary elect to exercise the Power of Sale granted herein, Beneficiary will notify Trustee who will record, publish, and deliver to Trustor(s) such Notice of Default and Notice of Sale as then required by law and will in the manner provided by law, sell the property at the time and place of sale fixed in the Notice of Sale, either as a whole or in separate lots, parcels, or items and in such order as Trustee will deem expedient. Any person may bid at the sale including Trustor(s), Trustee, or Beneficiary.
9. Trustor(s) hereby requests a copy of any Notice of Default or Notice of Sale hereunder to be mailed by certified mail to Trustor(s) at the address(es) set forth herein.
10. Upon default, Beneficiary, either in person or by agent, with or without bringing any action or proceeding and with or without regard to the value of the property or the sufficiency thereof to discharge the indebtedness secured hereby, is authorized and entitled to enter upon and take possession of the property in its own name or in the name of the Trustee and do any acts or expend any sums it deems necessary or desirable to protect or preserve the value of the property or any interest therein, or increase the income therefrom; and with or without taking possession of the property is authorized to sue for or otherwise collect the rents, issues, crops, profits, and income thereof, including those past due and unpaid, and apply the same upon any indebtedness secured hereby or in the loan agreement(s). No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each will be cumulative, will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.
11. Trustor(s) acknowledges that the duties and obligations of Trustee will be determined solely by the express provisions of this Trust Deed or the Nebraska Trust Deeds Act and Trustee will not be liable except for the performance of such duties and obligations as are specifically set forth therein, and no implied covenants or obligations will be imposed upon Trustee; Trustee will not be liable for any action by it in good faith and reasonably believed by it to be authorized or within the discretion or rights of powers conferred upon it by this Trust Deed or state law.
12. The integrity and responsibility of Trustor(s) constitutes a part of the consideration for the obligations secured hereby. Should Trustor(s) sell, transfer, or convey the property described herein, without prior written consent of Beneficiary, Beneficiary, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.
13. Assignment of Rents including Proceeds of Mineral Leases. Trustor(s) hereby assigns, transfers, and conveys to Beneficiary all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Beneficiary will be applied to the indebtedness secured hereby; or Beneficiary, at its option, may turn over and deliver to Trustor(s) or their successors in interest, any or all of such sums without prejudice to any of Beneficiary's rights to take and retain future sums, and without prejudice to any of its other rights under this Trust Deed. This assignment will be construed to be a provision for the payment or reduction of the debt, subject to the Beneficiary's option as hereinbefore provided, independent of the lien on the property. Upon payment in full of the debt and the reconveyance of this Trust Deed of record, this assignment will become inoperative and of no further force and effect.
14. This Trust Deed constitutes a Security Agreement with respect to all the property described herein.
15. The covenants contained in this Trust Deed will be deemed to be severable; in the event that any portion of this Trust Deed is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the Trust Deed.

Aginvest LLC, a Nebraska Limited Liability Company

By Danja M. Pegram  
Danja M. Pegram-Siders, Manager

By Lois Pegram, Manager

By Danja M. Pegram  
Danja M. Pegram-Siders, her agent and attorney-in-fact

**LLC ACKNOWLEDGMENT - MANAGER**

STATE OF Nebraska )  
COUNTY OF Dancaster ) ss  
On this 26th day of September, 2003, before me, a Notary Public, personally appeared \_\_\_\_\_

Danja M. Pegram, Manager

to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/she is the manager of \_\_\_\_\_  
Aginvest LLC, a Nebraska Limited Liability Company, a limited liability company;  
that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him/her voluntarily executed.

(SEAL)



My commission expires \_\_\_\_\_.

Nancy J. Noonan  
Nancy J. Noonan  
(Type name under signature)  
Notary Public in and for said County and State

**LLC ACKNOWLEDGMENT - MANAGER**

STATE OF Nebraska )  
COUNTY OF Dancaster ) ss  
On this 26th day of September, 2003, before me, a Notary Public, personally appeared Danja M. Pegram -  
agent and attorney in fact for Lois Pegram

to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/she is the manager of \_\_\_\_\_  
Aginvest LLC, a Nebraska Limited Liability Company, a limited liability company;  
that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him/her voluntarily executed.



Nancy J. Noonan  
Nancy J. Noonan  
Legal Doc. Date: September 26, 2003  
Page 2

N 1/2 SE 1/4

Parcel 1: The North Half of the Southeast Quarter of Section 3, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

W 1/2 SE 1/4

Parcel 2: The West Half of the Southeast Quarter of Section 4, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

SW 1/4

Parcel 3: The Southwest Quarter of Section 4, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except the West 50 feet thereof.

PT SW 1/4

Parcel 4: Part of the Southwest Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, further described as:

Commencing at the Southeast corner said Southwest Quarter; thence Northerly along East line said Southwest Quarter on an assumed bearing of North 00 degrees 02 minutes 14 seconds East, 50.00 feet to point of beginning; thence Westerly along a line parallel to and 50.00 feet North of South line said Southwest Quarter, 1918.9 feet to a point 725.50 feet East of West line said Southwest Quarter; thence along following courses and distances:

North 00 degrees 00 minutes 00 seconds East 660.50 feet; North 89 degrees 27 minutes 53 seconds West, 660.50 feet to a point, 65.00 feet East from West line Southwest Quarter; thence Northerly 65.00 feet Easterly from and parallel to said West line Southwest Quarter North 00 degrees 00 minutes 19 seconds East, 1590.53 feet; thence North 00 degrees 57 minutes 10 seconds West, 342.79 feet to a point on North line said Southwest Quarter, 59.28 feet East from Northwest corner said Southwest Quarter; thence South 89 degrees 27 minutes 09 seconds East, 2585.96 feet along said North line Southwest Quarter to Northeast corner said Southwest Quarter; thence South 00 degrees 02 minutes 14 seconds West, 2593.15 feet along East line said Southwest Quarter to Point of Beginning.

Parcel 5: Tract of land located in the South One-Half of the Southwest Quarter of Section 2, Township 8 North, Range 7 miles East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

SW 1/4 PT L12,14 2-8-7

Referring to the Southwest corner of the South One-Half of the Southwest Quarter of said Section 2; thence in a Northerly direction, along the West line of the South One-Half of the Southwest Quarter of said Section 2, on an assumed bearing of North 00 degrees 00 minutes 00 seconds East for a distance of 647.00 feet to the point of beginning; thence North 89 degrees 39 minutes 19 seconds East for a distance of 1463.82 feet; thence North 03 degrees 08 minutes 07 seconds West for a distance of 113.52 feet; thence North 29 degrees 09 minutes 28 seconds East for a distance of 113.29 feet; thence North 04 degrees 11 minutes 21 seconds West for a distance of 107.02 feet; thence North 11 degrees 30 minutes 48 seconds East for a distance of 55.19 feet; thence North 04 degrees 53 minutes 04 seconds West for a distance of 195.66 feet; thence North 43 degrees 01 minutes 14 seconds West for a distance of 50.95 feet; thence North 89 degrees 41 minutes 38 seconds West for a distance of 1464.58 feet to a point on the West line of the South One-Half of the Southwest Quarter of said Section 2; thence South 00 degrees 00 minutes 00 seconds East, along the West line of the South One-Half of the Southwest Quarter of said Section 2, for a distance of 606.23 feet to the point of beginning.

PT L12,14 SW 1/4 2-8-7

Parcel 6: Tract of land located in the South One-Half of the Southwest Quarter of Section 2, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Beginning at the Southwest corner of the South One-Half Quarter of said Section 2; thence in a Northerly direction, along the West line of the South One-Half of the Southwest Quarter of said Section 2, on an assumed bearing of North 00 degrees 00 minutes 00 seconds East for a distance of 647.00 feet; thence North 89 degrees 39 minutes 19 seconds East for a distance of 1463.82 feet; thence South 03 degrees 08 minutes 07 seconds East for a distance of 184.53 feet; thence South 00 degrees 27 minutes 03 seconds East for a distance of 462.68 feet to a point on the South line of the South One-Half of the Southwest Quarter of said Section 2; thence South 89 degrees 39 minutes 19 seconds West, along the South line of the South One-Half of the Southwest Quarter of said Section 2, for a distance of 1477.55 feet to the point of beginning.