



MTG 2005122182



SEP 29 2005 13:15 P 5

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/29/2005 13:15:47.20



2005122182

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMERICAN
GENERAL
FINANCIAL SERVICES**

DEED OF TRUST

THIS DEED OF TRUST is made this 27TH day of SEPTEMBER
among the Trustor(s), SAUL O GARCIA AND NOHEMI C GARCIA, AS JOINT TENANTS
4504 S 59TH ST OMAHA NE 68117 (herein "Trustor"), whose address is
MICHAEL F. KIVETT 11240 DAVENPORT STREET, OMAHA, NE 68137 (herein "Trustee"),
and the Beneficiary, AMERICAN GENERAL FINANCIAL SERVICES, INC., a Delaware corporation (herein "Lender"),
whose address is 5096 SOUTH 108th ST OMAHA NE 68137

TRUSTOR, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DOUGLAS, State of Nebraska:
LOT 15, TEX FIRST ADDITION, AN ADDITION TO THE CITY OF OMAHA IN DOUGLAS COUNTY,
NEBRASKA

MTG
FEE 25.50 FB 47-38220
S/T BKP _____ C/O _____ COMP B
DEL _____ SCAN _____ FV _____

which has the address of 4504 S 59TH ST OMAHA, NE 68117
(Street) (City)
Nebraska 68117 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by a Note/Agreement executed by SAUL GARCIA & NOHEMI C GARCIA, dated SEPTEMBER 27, 2005 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 94,350.50, with interest thereon at a fixed or variable rate as specified in the Note; with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 5, 2025; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained.

Trustor covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Trustor covenants that Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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UNIFORM COVENANTS. Trustor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Trustor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Taxes, Assessments, and Charges. Trustor shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, Lender will apply payments in accordance with the Note hereby secured.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Trustor shall perform all of Trustor's obligations under any Mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due.

5. Hazard Insurance. Trustor shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Mortgage, deed of trust or other security agreement with a lien which has priority over the Deed of Trust.

In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

If the Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Trustor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Trustor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required Mortgage insurance as a condition of making the loan secured by this Deed of Trust, Trustor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Trustor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Trustor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any Mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Trustor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor and Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Trustor shall be joint and several. Any Trustor who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Trustor, hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust as to that Trustor's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular mail addressed to Trustor at the Trustor's address stated herein or at such other address as Trustor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Lender when given in the manner designated herein.

13. Governing law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Trustor's Copy. Trustor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Trustor shall fulfill all of Trustor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Trustor enters into with Lender. Lender, at Lender's option, may require Trustor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Trustor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

NON-UNIFORM COVENANTS. Trustor and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon Trustor's breach of any covenant or agreement of Trustor in the Note or this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further notice or demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees to the extent provided by law.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Trustee in the manner provided in Paragraph 12 hereof. Trustee, without demand on Trustor, shall sell the Property at the time and under the terms designated and in the notice of sale at public auction to the highest bidder. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. If the Property is sold pursuant to this Paragraph 17, Trustor, or any person holding possession of the Property through Trustor, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Trustor or such person shall be a tenant at will of such purchaser, shall be removable by process such as forceable and unlawful detainer, and hereby agrees to pay to such purchaser the reasonable rental value of the Property after sale.

18. Lender's Right to Allow Trustor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Lender may, in Lender's total discretion, discontinue any proceedings begun by Lender to enforce this Deed of Trust at any time prior to the sale of the Property pursuant to the power of sale contained in this Deed of Trust or entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Trustor takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as allowing Trustor to reinstate at Trustor's will, it being understood that such reinstatement is totally within the discretion of Lender.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Trustor. Trustor shall pay all costs of recordation, if any, to the extent permitted by law.

21. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Waiver of Homestead, Redemption, Spousal Rights and Other Exemptions. Trustor waives all right of homestead exemption in and equitable and statutory redemption of the Property and Trustor hereby relinquishes all right of dower, curtesy and statutory or elective rights in the Property. To the extent permitted by law, Trustor hereby waives and transfers to Lender any other exemption rights permitted under applicable state or federal law with respect to the Property.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Trustor and Lender request the holder of any Mortgage, deed of trust, deed to secure debt or other encumbrance with a lien which has priority over this deed of trust to give notice to Lender c/o the office address of the registered agent of Lender on file with the Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above-written.

Ben Malloy
Witness BEN MALLOY

Anne Rogers
Witness ANNE ROGERS

Saul O Garcia
SAUL O GARCIA Trustor

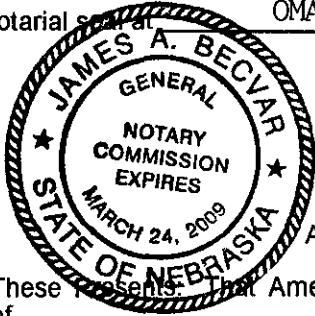
Noemi C Garcia
NOHEMI C GARCIA Trustor

STATE OF NEBRASKA, DOUGLAS County ss:

On this 27TH day of SEPTEMBER, 2005, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came SAUL O GARCIA AND NOHEMI C GARCIA, to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be THEIR voluntary act and deed.

WITNESS my hand and notarial seal at OMAHA NEBRASKA in said county, the date aforesaid.

My Commission expires:



[Signature]
Notary Public

ASSIGNMENT

Know All Men By These Presents, That American General Financial Services, Inc., party of the first part, in consideration of the sum of _____ Dollars to it in hand paid by _____ party of the second part, receipt whereof is hereby acknowledged, have sold and by these presents do sell, assign, and transfer unto the said party of the second part the foregoing deed of trust together with the Notes and obligation therein described.

To have and to hold the same unto the said party of the second part, its executors, administrators and assigns subject only to the conditions contained in the deed of trust.

Witness my hand this _____ day of _____, _____.

ACKNOWLEDGEMENT FOR CORPORATION

State of Nebraska, _____ County ss:

The foregoing assignment was acknowledged before me this _____ day of _____, _____ by _____ who is the _____ of _____ a _____ corporation, on behalf of the corporation.

My commission expires:

Notary Public

(seal)

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AMERICAN
GENERAL
FINANCIAL SERVICES

ADJUSTABLE RATE RIDER

Account Number: 23755585

This Adjustable Rate Rider is made on 09/27/05 and shall be deemed to amend and supplement that Deed of Trust of even date given by the undersigned (hereinafter called "Trustor") to secure Trustor's Note/Loan Agreement to AMERICAN GENERAL FINANCIAL SERVICES, INC.

(hereinafter called "Lender") of even date and covering the property set forth in said Deed of Trust.

NOTE: THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. INCREASES IN THE INTEREST RATE WILL RESULT IN INCREASES IN THE MONTHLY PAYMENT AMOUNT, WHILE DECREASES IN THE INTEREST RATE WILL RESULT IN DECREASES IN THE MONTHLY PAYMENT AMOUNT.

ADJUSTABLE RATE LOAN. Trustor agrees that the agreed interest rate Trustor will pay may change on the Due Date of the 3rd payment and on that same date every three (3) months thereafter ("the Change Date"). If there is no corresponding date in any given month, the Change Date will be the last day of the month. (For example, if the first Change Date is January 31, and it changes quarterly, the next Change Date will be April 30.)

Beginning on the first Change Date, the interest rate will be based on an index plus a margin. The index is the highest prime rate published in The Wall Street Journal's "Money Rates" table. If this index should no longer be available, Lender will choose a comparable replacement index and will inform Trustor of the new index.

Prior to each Change Date, Lender will calculate the new agreed interest rate by taking the index as of 60 days prior to the Change Date and adding a margin of 1.63 percentage points. Lender will round the resulting figure down to the next lowest one-hundredth of one percent. Lender will then determine the new monthly payment amount necessary to repay the loan in full on the due date for the final payment.

Trustor's interest rate will never increase or decrease on any single Change Date by more than 1.00 percentage point(s) from the agreed rate of interest in effect immediately preceding the Change Date. Any rate change not implemented as a result of this limitation may be carried over to the next Change Date. Trustor's interest rate will never be greater than 14.50 %, and will never be lower than 5.00 %.

The new agreed interest rate will be effective as of the Change Date. The new monthly payment will be effective as of the next regularly scheduled due date subsequent to the Change Date. Lender will send Trustor notice of all rate and payment changes as required by law.

IN WITNESS WHEREOF, Trustor has executed this Adjustable Rate Rider on the date first above-written.

Ben Malloy
Witness BEN MALLOY

Saul O. Garcia
Trustor SAUL O GARCIA

Anne Rogers
Witness ANNE ROGERS

Nohemi C Garcia
Trustor NOHEMI C GARCIA

STATE OF NEBRASKA, DOUGLAS County ss:

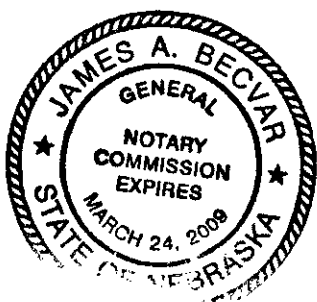
On this 27th day of September, 2005, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came _____

SAUL O GARCIA
NOHEMI C GARCIA

to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be _____ voluntary act and deed.

WITNESS my hand and notarial seal at DOUGLAS in said county, the date aforesaid.

My Commission expires:



James A. Becvar
Notary Public

