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ACKNOWLEDGEMENT OF DEED OF TRUST

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GRANTEE
REGISTER
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TRUSTOR READ THIS BEFORE SIGNING

Trustor understands that the document that Trustor is about to execute is a Deed of Trust and not a mortgage and that the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to Trustor than a mortgage in the event of a default or breach of obligation under the Deed of Trust including, but not limited to, the Lender's right to have the Property sold by the Trustee without any judicial proceeding. Trustor represents and warrants that this acknowledgment was executed by Trustor before the execution of the Deed of Trust.

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Alan R. Vannoy Trustor

Penny L. Vannoy Trustor

REGISTRY OF DEEDS
DODGE COUNTY, NE

DEED OF TRUST WITH FUTURE ADVANCES

THIS DEED OF TRUST is made as of the 25th day of June 1993 by and among the Trustor Alan R. Vannoy and Penny L. Vannoy, husband and wife whose mailing address is Lot 7, Emerson Estates, Fremont, NE 68025 the Trustee American National Bank of Fremont whose mailing address is 99 West 6th Street, Fremont, NE 68025 the Beneficiary American National Bank of Fremont whose mailing address is 99 West 6th Street, Fremont, NE 68025

FOR VALUABLE CONSIDERATION, including Lender's extension of credit identified herein to Alan R. Vannoy and Penny L. Vannoy the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE for the benefit and security of Lender herein and subject to the terms and conditions hereinafter set forth, the real property, described as follows:

Lot 7, Emerson Estates Subdivision, Dodge County, Nebraska.

Together with all buildings, improvements, fixtures, streets, alleys, passageways, easements, rights, privileges and appurtenances located thereon or in anywise pertaining thereto, and the rents, issues and profits, reversions and remainders thereof, and such personal property that is attached to the improvements so as to constitute a fixture, including, but not limited to, heating and cooling equipment, and together with the homestead or marital interests, if any, which interests are hereby released and waived, all of which including replacements and additions thereto is hereby declared to be a part of the real estate secured by the lien of this Deed of Trust and all of the foregoing being referred to herein as the "Property"

This Deed of Trust shall secure (a) the payment of the principal sum and interest evidenced by a promissory note or credit agreement dated June 25, 1993 having a maturity date of July 1, 1996

in the original principal amount of \$ 38,880.00 and any and all modifications, extensions and renewals thereof or thereto and any and all future advances and readvances to Borrower for any of them if more than one) hereunder pursuant to one or more promissory notes or credit agreements (herein called "Note"), (b) the payment of other sums advanced by Lender to protect the security of the Note, (c) the performance of all covenants and agreements of Trustor set forth herein, and (d) all present and future indebtedness and obligations of Borrower (or any of them if more than one) to Lender whether direct, indirect, absolute or contingent and whether arising by note, guaranty, overdraft or otherwise. The Note, this Deed of Trust and any and all other documents that secure the Note or otherwise executed in connection therewith, including without limitation guarantees, security agreements and assignments of leases and rents, shall be referred to herein as the "Loan Instruments"

- Trustor covenants and agrees with Lender as follows:
1. Payment of Indebtedness. All indebtedness secured hereby shall be paid when due.
2. Title. Trustor is the owner of the Property, has the right and authority to convey the Property, and warrants that the lien created hereby is a first and prior lien on the Property, except for liens and encumbrances set forth by Trustor in writing and delivered to Lender before execution of this Deed of Trust, and the execution and delivery of this Deed of Trust does not violate any contract or other obligation to which Trustor is subject.
3. Taxes, Assessments. To pay before delinquency all taxes, special assessments and all other charges against the Property now or hereafter levied.
4. Insurance. To keep the Property insured against damage by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, in amounts and with companies acceptable to Lender, naming Lender as an additional named insured, with loss payable to the Lender. In case of loss under such policies, the Lender is authorized to adjust, collect, and compromise all claims thereunder and shall have the option of applying all or part of the insurance proceeds (a) to any indebtedness secured hereby and in such order as Lender may determine, (ii) to the Trustor to be used for the repair or restoration of the Property or (iii) for any other purpose or object satisfactory to Lender without affecting the lien of this Deed of Trust for the full amount secured hereby before such payment ever took place. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note, or cure any default thereunder or hereon.
5. Escrow. Upon written demand by Lender, Trustor shall pay to Lender, in such manner as Lender may designate, sufficient sums to enable Lender to pay as they become due one or more of the following: (a) all taxes, assessments, and other charges against the Property, (ii) the premiums on the property insurance required hereunder, and (iii) the premiums on a title insurance policy required by Lender.
6. Maintenance, Repairs and Compliance with Laws. Trustor shall keep the Property in good condition and repair, shall promptly repair or replace any improvement which may be damaged or destroyed, shall not allow or permit any waste or deterioration of the Property, shall not remove, demolish, or substantially alter any of the improvements on the Property, shall not commit, suffer or permit any act to be done on or about the Property, which if not promptly remedied would constitute a nuisance, and promptly discharge at Trustor's cost and expense all liens and other claims against the Property or any part thereof.
7. Eminent Domain. Lender is hereby assigned all compensation payable for the taking of all or part of the Property ("Proceeds") in connection with condemnation or other taking of the Property and the right to receive the same in full satisfaction. Lender shall be entitled at its option to commence proceedings to enforce its rights in the event of a taking and shall also be entitled to make any compromise or settlement in connection with the taking or damage in the event any portion of