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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLASS COUNTY, NE

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| FEE | 40.00 | FB | 01-6 |
| BMP | 4-15-11 | Q/O | COMP |
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DEED OF TRUST

THIS DEED OF TRUST, is made as of the 25th day of March, 2002 between JERRY PALMER HOMES, INC., a Nebraska corporation, 16201 West Maple Road, Omaha, Nebraska 68116, as Trustor, JOEL M. CARNEY, PO Box 540125, 11240 Davenport Street, Omaha, NE 68154-0125, a duly licensed attorney in the State of Nebraska, as Trustee, and LENORE TROFOLZ, _____, as Beneficiary.

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the property legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all interest which Trustor now has or may hereafter acquire in and to said property and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures, equipment, furnishings and appurtenances now or hereafter placed thereon, it being intended and agreed that all classes of property attached or unattached, other than consumable goods, used or to be used in connection with said property, are conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all personal property of every kind or description, now existing or hereafter acquired, used or useful in the operation of, use or enjoyment of the property, including all substitutes, general intangibles and all items of property acquired with the proceeds of any of the foregoing. Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any of the aforementioned property. The property so conveyed to Trustee hereunder is hereinafter referred to as "such property".

The Trustor absolutely and irrevocably grants, transfers and assigns to Beneficiary the rents, income, issues, and profits of all property covered by this Deed of Trust.

FOR THE PURPOSE OF SECURING:

1. Payment of the principal sum of \$83,720.47 evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "Promissory Note") in the original principal amount of \$83,720.47 issued by Trustor and payable to the order of Beneficiary, together with interest thereon, late charges, and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions, and modifications thereof.
2. Performance, discharge of and compliance with every obligation, covenant, and agreement of Trustor incorporated by reference or contained herein or in any other security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.
3. Payment of all fees and charges of Beneficiary, whether or not set forth herein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

Title: That it is lawfully seized and possessed of a good and indefeasible title and estate to such property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whatsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon such property.

Maintenance: To keep such property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations

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L-147992

LEGAL DESCRIPTION:

NE } NW.
SE }

That part of the East $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NW corner of said East $\frac{1}{4}$; thence S 00 degrees 19' 25" E (In this description, the North line of said East $\frac{1}{4}$ is assumed to bear East and West) 100.74 feet on the West line of said East $\frac{1}{4}$ to the point of beginning, said point being on the South line of West Maple Road; thence S 89 degrees 52' 55" E 315.91 feet on the South line of West Maple Road; thence N 82 degrees 56' 15 E 239.93 feet on the South line of West Maple Road; thence S 88 degrees 41' 20" E 240.15 feet on the South lines of West Maple Road; thence S 03 degrees 13' 21" W 2,577.13 feet to the South line of said East $\frac{1}{4}$; thence N 89 degrees 59' 30" W 634.84 feet on the South line of said East $\frac{1}{4}$ to the SW corner of said East $\frac{1}{4}$; thence N 00 degrees 19' 25" W 2,549.65 feet on the West line of said East $\frac{1}{4}$ to the point of beginning.