



Return Morrow-Poppe

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST (the "Deed of Trust") is made on the date fully executed. The Trustor (the "Borrower") is: Marvin L. Churchill.

Borrower's mailing address is: **PO Box 85544, Lincoln, NE 68501**

The Trustee is: Rhyan Lindley, Esq.

Trustee's mailing address is: **10 East Doty Street, Suite 900, Madison, WI 53703**

The Beneficiary including successors or assigns (the "Lender") is: Wick Buildings, Inc.

Lenders address is: **405 Walter Road, Mazomanie, WI 53560**

Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following real estate located in Lancaster County, Nebraska (the "Property"):

Northbank Junction Addition, Lot 4, Lincoln, Lancaster County, Nebraska

also known as 5525 Alvo Road, Lincoln, Lancaster County, Nebraska.

Together with all rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes the sum of \$40,000.00, evidenced by Borrower's Deed of Trust Note dated February 17, 2020, payable according to the terms thereof, with a maturity date of April 15, 2020 or as otherwise provided for in the Note.

This Deed of Trust is a valid lien against the real estate described herein and secures to Lender the Debt evidenced by the Deed of Trust Note, together with the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreement.

Borrower covenants that Borrower is lawfully seized of the Property and has the legal power and lawful authority to convey the same and warrants and will defend title to the Property against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in the Note.
2. All payments received by Lender shall be first applied to advances, which may have been made by Lender, and then to interest due and last to principal due as provided for in the Note secured by this Deed of Trust.
3. Borrower shall pay all general real estate taxes, special assessments and other impositions against the Property before the same become delinquent.

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4. If Lender determines that any part of the Property is subject to a lien, which is or may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Buyer shall keep the improvements, on the Property insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the Property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened. Otherwise said proceeds shall be paid on the debt herein, whether or not then due. Upon request Buyer shall provide Lender with proof that the Insurance required by this section is in force.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in the Note, or change the amount of the payments.

6. Lender shall have the right to inspect the Property at reasonable times, provided that he gives the Borrower at least 24 hours advanced notice before conducting any inspection. In the event of an emergency, where 24 hours advance notice is not practical, Lender may enter the Property and take such steps as are necessary to protect and preserve the Property. Further, if Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the Property to make repairs. Any amount disbursed by lender under this paragraph shall become an additional debt of Borrower secured by this instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.
8. Any extensions or modifications of the loan granted by Lender to any successor interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Borrower's last known address.
10. Nebraska Law shall govern this deed of trust and the note that it secures.
11. If all or any part of the Property or any interest in it is sold or transferred 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.
12. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Deed of Trust and the note that it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may

require immediate payment in full or all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

13. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska Law. Trustee without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property. 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 sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska Law and reasonable attorney fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it. Upon acceleration or abandonment of the Property, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession, and manage the Property and to collect the rents of the Property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Deed of Trust.


14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the Property and shall surrender this Deed of Trust and the Note secured. Trustee shall reconvey the Property without warranty and without charge to the persons legally entitled to it.
15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee. Without reconveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska Law.
16. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

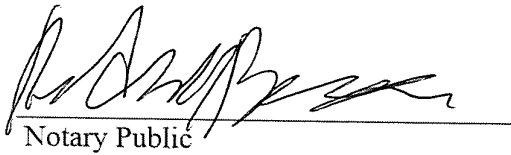
17. Borrower waives the right to designate this property as Homestead of purposes of this loan and requests that copies of all notices provided herein shall be sent to Borrower's address which is:

IN WITNESS WHEREOF the Borrower(s) has signed this Deed of Trust.


Borrower

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on February 17th, 2020, by Marvin L. Churchill, Borrower.


Notary Public

