

FIRST TIER SAVINGS BANK
11808 WEST CENTER ROAD
OMAHA NE 68144

BOOK 3984 PAGE 353

RECEIVED
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CASH 2533 BR 3984 R _____ FB DU-34500
TYPE Mtg PG 353-357 GO.P MO SCAN 10
FEE 25.50 OF 104 LEGL PG 353 LEO _____ FV _____

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 16th, 1993. The trustor is RAY S. PINNEY and ROSALIE M. PINNEY, HUSBAND AND WIFE

(Borrower). The trustee is FIRSTIER SAVINGS BANK, A FEDERAL SAVINGS BANK 11808 WEST CENTER ROAD OMAHA, NEBRASKA 68144

(Trustee). The beneficiary is FIRSTIER SAVINGS BANK, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 11808 WEST CENTER ROAD OMAHA, NEBRASKA 68144

(Lender). Borrower owes Lender the principal sum of Sixty Three Thousand and 00/100 Dollars

(U.S.\$ 63,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DOUGLAS County, Nebraska:

LOT 12, BLOCK 9, SADDLE HILLS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

which has the address of 5514 NORTH 78TH STREET, OMAHA
Nebraska 68134 ("Property Address");
Street City
Zip Code

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount

[Handwritten Signature]

DATE 2-16-93