

COUNTER PP C.E. RB  
VERIFY P D.E. B  
PROOF a  
FEES \$ 10.50  
CHECK# \_\_\_\_\_  
CHG \_\_\_\_\_ CASH 11.00  
REFUND .50 CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

2012-16911

\$ Ex 5

06/08/2012 11:16:34 AM

*Vincent J. Burgett*

By: pcastle

REGISTER OF DEEDS



DEED

THE ABOVE SPACE PROVIDED FOR RECORDERS USE ONLY

PREPARED BY:

Vincent J. Burgett  
20276 Glenmore Dr. #22  
Gretna, Nebraska 68028

WHEN RECORDED RETURN TO:

*R+R*

Vincent J. Burgett  
20276 Glenmore Dr. #22  
Gretna, Nebraska, 68028

**QUIT CLAIM DEED**

On June 08, 2012 THE GRANTOR(S),

- Vincent J. Burgett, a single person,

for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S):

*\* As joint tenants wROS and not as tenants in common.*

- Vincent J. Burgett and Alison K. Burgett, a married couple, residing at 20276 Glenmore Dr. #22, Gretna, Sarpy County, Nebraska 68028

the following described real estate, situated in Gretna, in the County of Sarpy, State of Nebraska:

(legal description): Lot 7 Sherbrooke

Grantor does hereby grants, bargain and sell all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

A change in name on the deed from Vincent J. Burgett to Vincent J. Burgett and Alison K. Burgett

2012-16911A

**Grantor Signatures:**

DATED: 6-8-12

Vincent J. Burgett

Vincent J. Burgett  
20276 Glenmore Dr.  
Gretna, Nebraska, 68028

STATE OF NEBRASKA, COUNTY OF SARPY, ss:

This instrument was acknowledged before me on this 8 day of June,  
2012 by Vincent J. Burgett.

NE DL EXP 1-11-2013



Linda A. Lape  
Notary Public

LINDA A. LAPE  
Title (and Rank)

My commission expires 7-16-2015

Signature and Notary for Quit Claim Deed regarding 8813 S. 213th Plaza Circle

COUNTY 6 M.C.E. UD  
 CITY UD  
 PROJECT UDP  
 FEES \$ 5.50  
 OFFICER # 41400  
 CASH \_\_\_\_\_  
 CREDIT 1100 FNT  
 PUR \_\_\_\_\_

2010-21243

\$ 141.75

08/18/2010 8:44:32 AM

*Clay J. Dowling*

By: lam

REGISTER OF DEEDS

SPECIAL WARRANTY DEED



DEED

Know all men by these presents, that I or We, **American National Bank, a National Banking Association**, herein called the grantor whether one or more, for and in consideration of the sum of One dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Vincent J. Burgett, a single person**, herein referred to as "Grantee", the following described real property:

Lot 7, Sherbrooke, a Subdivision in Sarpy County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

Dated: August 11<sup>th</sup>, 2010

American National Bank,  
A National Banking Association

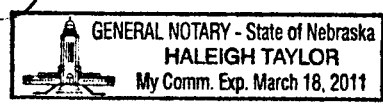
By: *[Signature]*  
Michael Hall, Executive Vice President, Chief Credit Officer

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on August 11<sup>th</sup>, 2010 by Michael Hall, Executive Vice President, Chief Credit Officer of American National Bank, a National Banking Association on behalf of the National Banking Association. Michael Hall personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

*[Signature]*  
Notary Public

FNT 10-112080



FILED SARPY CO. NE.  
INSTRUMENT NUMBER

2013-08840

2013 Mar 22 10:52:14 AM

*Lloyd J. Ruchling*

REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEE \$ 46.00
CHG SFILE
SUBMITTED UNITED REPUBLIC BANK

Purpose: **Re-Record Deed of Trust** can not tell why this was re-recorded however they filed DOR for org didnt mention re-record or a loan number on the DOR (copy following this)

Owner: Vincent J. Burgett and Alison K. Burgett, a married couple, as joint tenants with right of survivorship, and not as tenants in common

Property: 8813 S 230<sup>th</sup> Plaza Circle, Gretna, NE 68028  
Lot 7, Sherbrooke, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Trustee: United Republic Bank, 111 N 181<sup>st</sup> Street, Omaha, NE, 68022

COUNTER LM  
VERIFY LM  
FEES \$ 40.00  
CHG FILE  
SUBMITTED UNITED REPUBLIC BANK

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2013-06869**  
2013 Mar 06 11:23:24 AM  
*Steph J. Dandling*  
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:  
**United Republic Bank**  
111 N. 181st St.  
OMAHA, NE 68022

AFTER RECORDING RETURN TO:  
**United Republic Bank**  
111 N. 181st St.  
OMAHA, NE 68022

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 442963  
NMLS ORIGINATOR IDENTIFIER: 472828

**DEED OF TRUST**  
**THIS IS A CONSTRUCTION DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on February 28, 2013. The grantors are VINCENT J. BURGETT and ALISON K. BURGETT, a married couple, as joint tenants with right of survivorship, and not as tenants in common, whose address is 20276 GLENMORIE DRIVE, APT #22, Gretna, Nebraska 68028 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is **United Republic Bank** whose address is 111 N. 181st St., OMAHA, Nebraska 68022 ("Trustee"). The beneficiary is **United Republic Bank**, which is organized and existing under the laws of the State of Nebraska and whose address is 111 N. 181st St., Omaha, Nebraska 68022 ("Lender"). VINCENT J. BURGETT and ALISON K. BURGETT owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on March 1, 2014. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT of Three Hundred Forty-one Thousand Four Hundred Forty-eight and 29/100 Dollars (U.S. \$341,448.29)**. This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **REGISTER OF DEEDS OF SARPY COUNTY, State of Nebraska**:

Address: **8813 S 230TH PLAZA CIRCLE, Gretna, Nebraska 68028**  
Legal Description: **LOT 7, SHERBROOKE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA**  
Parcel ID/Sidwell Number: **011590310**

TOGETHER WITH all the 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 also 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.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 213000360 with a principal amount of \$341,448.29

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in section titled **Borrower's Right to Reinstate**, by causing the action or proceeding to be

COUNTER LM  
VERIFY LM  
FEES \$ 10.00  
CHG SFILE  
SUBMITTED UNITED REPUBLIC BANK

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2013-31744**  
2013 Oct 09 08:17:48 AM  
*Sheryl J. Dowling*  
REGISTER OF DEEDS



(Space Above This Line for Recording Data)

### DEED OF RECONVEYANCE

WHEREAS, part of the indebtedness secured by the Deed of Trust executed by **Vincent J. Burgett and Alison K Burgett; a married couple, as joint tenants with right of survivorship, and not as tenants in common**, Trustor, and United Republic Bank as Trustee for the benefit of United Republic Bank the beneficiary named therein, dated **February 28, 2013**, and recorded on **March 6, 2013** in the office of the Register of Deeds in **Sarpy** County, Nebraska, as **Instrument #2013-06869** has been paid; and

WHEREAS, the Beneficiary under said Deed of Trust has requested that the property held by the Trustee be reconveyed, without warranty, to the person or persons entitled thereto.

NOW THEREFORE, in consideration of such payment and in accordance with the written request of the Beneficiary named herein, the undersigned, as Trustee, does hereby grant without warranty, to the person or persons entitled thereto part of the estate and interest held by it, as Trustee, under the above described Deed of Trust in the following described property:

#### **LOT 7, SHERBROOKE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA**

This is to certify that the debt secured by the Deed of Trust identified below has been paid and the below named Trustee is requesting to execute this Deed of Reconveyance.

**United Republic Bank**

By:   
Title: **VICE PRESIDENT**


STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF Douglas        )

The foregoing instrument was acknowledged before me this **8TH day of October, 2013** by **Jonathan M. Rohlf, Vice President** of United Republic Bank, a Nebraska Banking Corporation, on behalf of the corporation.

**BARBARA J. RODGERS**  
General Notary  
State of Nebraska  
My Commission Expires Nov 6, 2013

  
Notary Public

COUNTER DKH  
VERIFY DKH  
FEES \$ 106.00  
CHG SFILE  
SUBMITTED AMBASSADOR TITLE SERVICES

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2014-25932**  
2014 Nov 19 03:35:14 PM  
*Lloyd J. Dowling*  
REGISTER OF DEEDS  


**Return To:**

Colonial Savings, F.A.  
2626A West Freeway  
Fort Worth, TX. 76102

**Prepared By:**

Colonial Savings, F.A.  
2626A West Freeway, Fort Worth, TX. 76102

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**Deed of Trust**

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MIN 100029000300228009

**Definitions**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated **November 10, 2014**, together with all Riders to this document.
- (B) **"Borrower"** is **Vincent J. Burgett and Alison K. Burgett, husband and wife**

Borrower is the trustor under this Security Instrument.

NEBRASKA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
VMP @  
Walters Kluwer Financial Services

30022800  
Form 3028 1/01  
VMP6A(NE)(1302)  
Page 1 of 17





(C) "Lender" is Colonial National Mortgage, a division of Colonial Savings, F.A.

Lender is a Federal Association organized and existing under the laws of The United States of America Lender's address is 2626 West Freeway, Fort Worth, TX. 76102

(D) "Trustee" is Eric H Lindquist

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 10, 2014 . The Note states that Borrower owes Lender three hundred eighty-five thousand and 00/100

Dollars (U.S. \$385,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2044 .

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

- (N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

**County** of **Sarpy** :  
*(Type of Recording Jurisdiction)* *(Name of Recording Jurisdiction)*

**Lot 7, SHERBROOKE, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.**

COUNTER\_PM  
VERIFY\_PM  
FEES \$ 52.00  
CHG\_SFILE  
SUBMITTED\_FIRST NATIONAL BANK OF OMA

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

2015-29091

2015 Nov 30 08:45:16 AM

*Steph J. Dowling*

REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

First National Bank of Omaha  
Branch #001  
1620 Dodge Street  
Omaha, NE 68197

FOR RECORDER'S USE ONLY



\*\*\*\*\*58401172015\*

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$75,000.00.

THIS DEED OF TRUST is dated November 17, 2015, among VINCENT J. BURGETT AND ALISON K. BURGETT, A MARRIED COUPLE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Trustor"); First National Bank of Omaha, whose address is Branch #001, 1620 Dodge Street, Omaha, NE 68197 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First National Bank of Omaha, whose address is 1620 Dodge Street, Omaha, NE 68197 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Sarpy County, State of Nebraska:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN GRETNA, IN THE COUNTY OF SARPY, STATE OF NEBRASKA:

LOT 7 SHERBROOKE

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 8813 S 230th Plaza Cir, Gretna, NE 68028. The Real Property tax identification number is 011590310.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Sarpy County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page (or computer system reference) where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

**Joint and Several Liability.** All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means First National Bank of Omaha, and its successors and assigns.

**Borrower.** The word "Borrower" means Vincent J Burgett and Alison K Burgett and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated November 17, 2015, with credit limit of \$75,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is November 17, 2045. **NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes,