

198-5294

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust made this 27th day of 1979, by Celebrity Homes, Inc., a Nebraska corporation, hereinafter referred to as the "Trustor", to: The Omaha National Bank, hereinafter referred to as the "Trustee".

PRELIMINARY STATEMENT

On May 11, 1979, the Trustor executed and delivered to the Trustee, a Deed of Trust ("Deed of Trust") which was recorded in Book 198, of Mortgage Records, Page 2213 in the records of the Register of Deeds, Sarpy County, Nebraska, on the 15th day of May, 1979. The Deed of Trust secured the Trustor's promissory note, including any extensions, modifications, renewals thereof ("the Note"), bearing even date with the Deed of Trust, in the principal amount of Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00), made payable to Realbanc, Inc., a corporation organized under the laws of the State of Nebraska ("Beneficiary").

The legal description in said Deed of Trust was set out in- correctly. For the purpose of modifying the Deed of Trust to the extent of correcting such legal description, the Trustor has executed and delivered to the Trustee for Beneficiary's benefit this Modification of Deed of Trust.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to modify the Deed of Trust with the correct description of the property conveyed, the Trustor now executes and delivers this Modification of Deed of Trust to Trustee for the benefit of Beneficiary and does hereby acknowledge and agree that the legal description as follows shall be included in the Deed of Trust as if originally contained therein.

Lots 1 through 8 inclusive, Lots 10 through 15 inclusive, Lots 17 and 19, Lots 20 through 25, Lots 42 through 48, Lots 52 and 54, Lots 57 through 61, Lots 65 through 111, and Lots 120 through 125, all in Briarwood, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

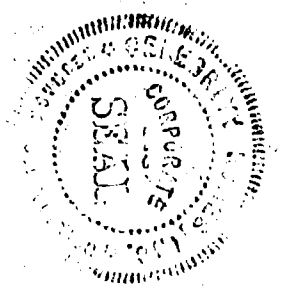
Lots 1, 2, 62, 63, 64, 65 and 141, in Granville East, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

All other terms and conditions of the original Deed of Trust shall remain as set out therein except as expressly modified herein.

IN WITNESS WHEREOF, the Trustor has caused this Modification to be duly executed as of the day, month and year first above written.

CELEBRITY HOMES, INC.

BY: *[Signature]*
President



SUBSCRIBED AND SWORN TO before me on this 27th day of May, 1979, at Omaha, Nebraska.
3279 *Carl R. Hillis* REGISTER OF DEEDS, SARPY COUNTY, NEB.
Notary Public
\$ 30.⁰⁰

198-3279A

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

THE FOREGOING instrument was acknowledged before me this 29th day of June, 1979, by Gale L. Larsen, President of Celebrity Homes, Inc.

My Commission expires:

[Signature]
Notary Public



(S E A L)

ACCEPTANCE

Realbanc, Inc., Beneficiary of the Deed of Trust referred to in the foregoing Modification, hereby agrees to and accepts such Modification of said Deed of Trust.

REALBANC, INC.

By: [Signature]

THE FOREGOING instrument was acknowledged before me this 29 day of June, 1979, by Eunice Simonsen, Vice President of Realbanc, Inc.

My Commission expires:

[Signature]
Notary Public

(S E A L)



SEALE, J. J. INC.
302 OMAHA TOWER
2120 SO. 74TH ST.
OMAHA, NE 68124

DEED OF TRUST

12-25-83

THIS DEED OF TRUST is made this 11th day of May 1979 among the Trustor, CELEBRITY HOMES, INC., a Nebraska Corporation (herein "Borrower"), THE OMAHA NATIONAL BANK (herein "Trustee"), and the Beneficiary, REALBANC, INC. a corporation organized and existing under the laws of the State of Nebraska whose address is 2120 South 72nd Street, Omaha, Nebraska (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Sarpy, State of Nebraska:

Lots 1 through 8 inclusive, Lots 10 through 15 inclusive, Lots 17 and 19, Lots 20 through 25, Lots 42 through 48, Lots 52 and 54, Lots 57 through 61, Lots 65 through 111, and Lots 120 through 125, all in Briarwood, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

RECORDED 5-15-79 BY 258 IN BOOK 198 p. 219
2213 Cal. P. Hillier
RECEIVED BY LENDER SARPY COUNTY, NEB 34/35

which has the address of _____ (Street) _____ (City)

Nebraska _____ (herein "Property Address");
(Name and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated _____ of even date herewith (herein "Note"), in the principal sum of TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1981, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower hereinafter contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

198-27134

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installment for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonable, withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

197-30000

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the taking taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnation offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the time after the date such notice is mailed, Lender is authorized to collect and apply the proceeds of Lender's option without restoration or return of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to proceeds shall not extend such installments.

10. **Borrower Not Released.** Extension of the time for payment or satisfaction of any part of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not constitute a release of any guarantor, including the liability of the original Borrower and Borrower's successors, or the obligation of Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or satisfaction of any part of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or any of Borrower's successors or guarantors.

11. **Performance by Lender Not a Waiver.** Any performance by Lender of its obligations under this Deed of Trust shall not constitute a waiver of any other provisions of this Deed of Trust.

The procurement of insurance of the payment of taxes or other taxes or charges on the Property or any part thereof shall not constitute a release of any guarantor or Lender.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust shall be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the benefit of successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 hereof. All captions and descriptions of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property. Address or at such other address as the Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust and the interest payable on the sums secured by this Deed of Trust shall not be affected and the provisions of the Deed of Trust and the Note which can be given effect without the conflicting provision shall survive.

16. **Borrower's Oath.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution of said recording hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower or his/her Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not constituting an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. Lender has waived the option to accelerate in writing by this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale 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 non-occurrence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower; and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Upon receipt of payment of the prior bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property sold. The records in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of not more than _____; (b) of the gross sale price, reasonable attorney's fees and costs of sale evidenced; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (a) the fifth day before the sale of the Property, pursuant to the power of sale contained in this Deed of Trust or (b) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay

198-20230

the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option, prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust net including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note plus US \$

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust without warranty and without charge to the person or persons legally entitled thereto. Trustee shall reconvey the Property without restriction, lien or encumbrance to the person or persons legally entitled thereto. Such person or persons shall pay all costs of reconveyance.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the full power and duties conferred upon the Trustee herein and by applicable law.

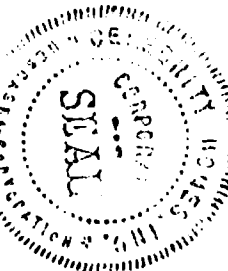
24. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

CELEBRITY HOMES, INC.

Patricia A. Lewis

Borrower



Sardy

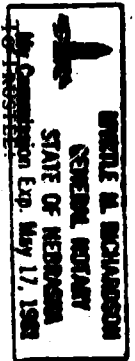
On this 11th day of May 1970 before me the undersigned, a Notary Public duly commissioned and qualified for said county, personally came _____ to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be _____ voluntary act and deed _____ in said county, the date aforesaid.

Witness my hand and notarial seal at _____ in said county, the date aforesaid.

My Commission expires: May 17, 1981

Gerald M. Richardson

Notary Public



REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

(Space Below This Line Reserved for Lender and Recorder)

154-12522

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Charles G. Smith and Nellie M. Smith, Husband and Wife, as tenants in common
 in consideration of One Dollar (\$1.00) and other valuable consideration-----DOLLARS
 in hand paid, do hereby grant, bargain, sell, convey and confirm unto Celebrity Homes, Inc.

the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:
 Lots 1, 2, 62, 63, 64, 141, in Granville East a subdivision in Sarpy County and
 Lots 1 through 8 inclusive, lots 10 through 15 inclusive, lots 17 and 19, lots 20 through 25, lots 42 through 48 inclusive, lots 52 and 54, lots 57 through 61, lots 65 through 111, and lots 120 through 125 all in Briarwood, a subdivision in Sarpy County as surveyed, platted and recorded.

FILED FOR RECORD 5-15-79 IN BOOK 154 BY DEED
 154-12522 Paul J. Hillsted REGISTER OF DEEDS, SARPY COUNTY, NEB 26 75

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantors of, in, or to the same, or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees

and to their heirs and assigns forever, and we the said grantors heirs, executors, and administrators, do covenant with said grantees and with their heirs and assigns, lawfully seized of said premises, that they are free from encumbrance subject to easements and restrictions of record and except for special assessments levied or to be levied by Sanitary and Improvement District No. 70 of Sarpy County

the same and that we will and our heirs and assigns, forever, against the lawful claims of all persons whomsoever the same unto the said grantees heirs and assigns, forever, against the lawful claims of all persons whomsoever and their heirs and assigns, forever, against the lawful claims of all persons whomsoever

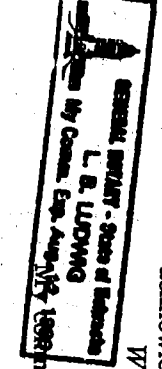
IN WITNESS WHEREOF we have hereunto set our hands this 11th day of May A. D. 19 75

NEBRASKA DOCUMENTARY STAMP TAX
 MAY 15 1979
 \$ 856 20 BY RJ

Nellie M. Smith
Charles G. Smith

STATE OF NEBRASKA,
 County of Sarpy } ss. On this 11th day of May
 A. D. 19 79 } before me, a Notary Public in and for said County, personally came the above named Charles G. Smith and Nellie M. Smith, Husband and Wife as tenants in common

who are personally known to me to be the identical person s whose name s affixed to the above instrument as grantors and they have acknowledged said instrument to be their voluntary act and deed.
 WITNESS my hand and Notarial Seal the date last aforesaid.



Notary Public
 A. D. 19 80

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29-348

PARTIAL RELEASE OF EASEMENTS

WHEREAS, the undersigned, Omaha Public Power District (herein called "District") as the successor to Nebraska Power Co. is the owner and holder of an easement executed by John T. Jautter and Mary Sautter, covering the South One-half of Northwest Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Searcy County, Nebraska which easement was recorded in Book 7 as Page 252 of the Miscellaneous Records in the office of the County Clerk of Searcy County, Nebraska, and

WHEREAS, the District, as successor to Nebraska Power Co., is the owner and holder of an easement executed by Jacob V. and Corolline Frling covering the North One-half of Southeast Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Searcy County, Nebraska, which easement was recorded February 28, 1930 in Book 7 at Page 242 of Miscellaneous Records in the office of said County Clerk.

WHEREAS, the District, as successor to Nebraska Power Co. is the owner and holder of an easement executed by J. Lewis Meyers covering the South one half of the South One-half of Northeast Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Searcy County, Nebraska, which easement was recorded February 28, 1930 in Book 7 at Page 243 of Miscellaneous Records in the office of said County Clerk.

WHEREAS, the District, as successor to Nebraska Power Co., is the owner and holder of an easement executed by Francis H. Fritches et al., covering the North One-half of Southwest Quarter of said Section 14, Township 14 North, Range 12 East of 6th P.M. in Searcy County, Nebraska, which easement was recorded in Book 7 at Page 250 of said Miscellaneous records in the office of said County Clerk.

WHEREAS, the District has located its electric transmission line across said land within the confines of an easement way 40 feet in width, the center line of which is the South line of the North One-half of said Section 14,

NOW KNOWING, in consideration of One Dollar and other valuable consideration, the District does hereby release said easements from all of said land excepting only that the District specifically reserves and preserves said easement rights over, under and on a 40-foot wide strip of land, the center line of which is the South line of the North One-half of said Section 14, Township 14 North, Range 12 East of 6th P.M. in Searcy County, Nebraska.

WITNESSED this 5th day of February, 1962.

OMAHA PUBLIC POWER DISTRICT

By: A. E. Johnson
Assistant Manager

Attest: _____

DATE	APPROVED
Feb 14 1962	<u>[Signature]</u>
Feb 14 1962	<u>[Signature]</u>
Feb 14 1962	<u>[Signature]</u>

FILED FOR RECORD IN SAID COUNTY OFFICE
AND RECORDED IN BOOK 24 OF _____

SEAL OF THE
COURT OF COMMONS

In the Court of Commons
at the City of London
the 10th day of June 1781
I the Clerk of the Court
do hereby certify that
the within is a true
copy of the original
as the same appears
by the records of the
Court of Commons
at the City of London
this 10th day of June 1781
John G. Clerk of the Court

