

Ravens Nest Replat 2

Replated lots 1-5 944 a.c. ABC

Plat 16.6 63.3

DOT 487-403 lot 1

Plat Approval 62-404-16.6

Co-s 62-429 - lots 1-5 - ABC

DOT 504-435 lots 2-3 10, 12-13-14

DOT 504-444 lots " " "

PDOR 514-846 - 504-435 lot 2

PDOR 514-848 - 504-444 lot 2

T/L 11.12.22.37

lot 8 Ravens Nest replat 2

Plot 16-6 63-3

Plot Approval 62-404 - 16-6

✓ Cou 62-429 lots 1-5

~~DN 363-519~~

~~DN 476-823~~

WD 168-251

~~DN 322-573~~

~~DN 322-579~~

Px Rel d Row 56-61 - 4-343 - 4-387

DN 363-519

~~DN 363-528 - 322-573~~

~~DN 363-529 - 322-579~~

DN 476-823

DN 504-435

DN 504-444

~~DN 530-834~~

~~DN 530-843~~

Ravens Nest Two

PLAT Tube 8 53-296

PDOR 378-43 - 363-519 lots 1-4

PLAT 15-153-328 lots 4-5 Replanted 4R SR

QCD 175-373

AFF 59-426 Surveyor lots 1-19

AFF 59-427 " lot 1

" 59-428 " lot 2

" 59-429 " lot 3

" 59-430 " lot 4

" 59-431 " lot 6

DOR 476-823 lots 2-5, 7, 9-12, 14-15, 17

DOR 493-637 - 363-519 lot 14

PDOR 493-638 - 476-823 lot 14

PLAT Approval 62-405 Tube 8

PLAT Approval 62-406 Re 15-1 lots 4R SR

CONS 62-424 1-19

DOR 504-435 - 2-3 4R SR 7, 9-16, 15, 17, 18N

PDOR 504-444 " "

DOR 505-220 - 476-823 All

PDOR 527-914 - 504-435 4R

PDOR 528-90 504-444 4R

Raven's Nest Three

Taken from T.C. 18-19

34-13-12

Plat 16.3 53-542

Plat Approach 62-408 ne 16.3

Cous 62-429

DST 504-435 lots 1, 2, 4

DST 504-444 lots 1, 2, 4

Raven Nest Four from N¹/₂ to L. 20, 22, 24, 25 at 19

Plot 16-44A-45 63-171-172

Plot 104 - ~~16~~ 16-45A 63-173

SW4 34-13-12

WD 47-385

WD 47-456

WD 50-474

WD 52-535

WD 62-285

WD 64-130

WD 70-9

Row Y-347 - 1

WD 89-593

Asgn 7-285 - 4-347

Contract 11-439

DD 128-248

W12SW Oil-Gas Lease ~~28-275~~

Asgn [↑] ~~29-166 - 28-275~~

Oil Gas Rel ~~35-119 - 28-275~~

WD 158-145

WD 159-536

WD 159-537

WD 159-538

WD 159-539

WD 159-540

~~DD 263-740~~

⊗ WD 165-218

⊗ WD 165-219

~~DD 297-282 - 263-740~~

~~DD 297-512~~

DD 301-656

DD 307-37

~~DD 307-534 - 297-512~~

DD 316-566 - 301-656 T.L. 13 only

- WD 167-690 T.L. 13

- WD 167-691 T.L. 13

⊗ Case 52-3

⊗ ~~WD 168-251~~

& WD 168-251

DOT 322-573

DOT 322-579

T.L. 33 DOT 327-19

DOT 343-291

DOR 347-61 - 334-335

DOT 347-62

SAT 350-838 - 1349

Plat 14-324 53-221 Ravens Nest

DOT 363-515

DOT 363-519

DOR 363-526 - 301-656

DOR 363-528 - 322-573

DOR 363-529 - 322-579

DOR 363-530 - 343-291

DOR 363-532 - 327-19

Plat Tubog - 53-296 Ravens Nest Turn

P+DOR 401-970 - 363-519 T.L. 28

P+DOR 401-971 - 363-519 T.L. 21

P+DOR 401-972 - 363-519 T.L. 20

~~DOT 414-846~~

~~DOR 486-964 - 414-846~~

CONS 62-429

DOR 505-218 - ~~363-515~~ ³⁶³⁻⁵¹⁵ ~~218~~ ²¹⁸ → T.L. 15-16

DOR 505-219 - 363-519 T.L. 14, 17, 22, 24, 25, 28, 30

DOR 505-220 - 476-823 T.L. 20, 22, 24, 25

Raven Nest Came out ✓
w/12 SW'14 including TL 11-12-22-33

~~DOT 363-519~~

DOT 363-515

PDOR 354-203 - 322-579

PDOR 354-202 - 322-573

PDOR 354-201 - 343-291

PDOR 354-200 - 301-656

Plat 14-33 - 53-222

lot 5

came out of W $\frac{1}{2}$ SW $\frac{1}{4}$ 34-13-12

RAVENS Nest Taken from w/2 SW 1/4 34-13-12
Including T.C. 11, 12, 22, 33

PLAT 14-32A S3-221 RAVEN Nest

PLAT 14-33 S3-222 RAVEN Nest Replat

DOT 363-519

~~DOT 476-823~~

PLAT 16-6 63-3 RAVEN Nest Replat 2

PLAT Appraisal 62-402-14-32A

ROWS 62-429

DOR 505-219-363-519

~~DOR 505-220-476-823~~

Ravens Nest Replat Taken from Ravens Nest, lots 1-5 O.L.D

PLAT 14-33 53-222

DOT 363-519 lots 2-4-6-8

~~P+DOR~~ DOT 363-515

P+Don 393-334-363-515 lot 1

DOT 398-297 lot 1

? P+DOR 399-22 - 363-519 lot 1

P+DOR 401-973 - 363-519 lot 1

DOT 412-741

~~DOT~~ 418-801

DOR 429-420 - 398-297

DOT 450-137 lot 1

DOR 456-276 lot 1

DOT 476-823 lots 1-2-4

plat 16-6 to 3-3 Ravens Nest Replat 2

~~DOR 481-451 - 418-801 lot 1~~

P+Don 499-21 - 363-519 lot 7

P+Don 499-21 - 476-823 lot 7

plat Approval 62-403 - 14-33 lots 1-8 O.L.D

DOR 505-218 - 363-515 lot 1

Don 505-219 - 363-519 lot 2-4-6-8

Cous 62-429

P+Don 505-220 - 476-823 lots 1-2-4

3-12

* 3600

COMPALED

FILED
CASS COUNTY, NE.

2004 MAY -7 AM 10: 54

BR 476 S. Main PO 823
PATRICIA MEISINGER
REGISTER OF DEEDS

* 3600

* 5850

State of Nebraska _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

Construction Security Agreement Master form recorded by _____

1. **DATE AND PARTIES.** The date of this Deed of Trust is 04-28-2004 and the parties and their addresses are as follows:

TRUSTOR: RAVEN'S NEST & CO., A NEBRASKA CORPORATION
19489 RAVEN DRIVE
LOUISVILLE, NE 68037

91-1795758

Refer to the Addendum which is attached and incorporated herein for additional Trustors.

TRUSTEE: MURRAY STATE BANK
P.O. BOX 76, 102 W. MAIN ST.
MURRAY, NE 68409-0076

47-0246370

BENEFICIARY: MURRAY STATE BANK
Organized and existing under the laws of the state of Nebraska
P.O. BOX 76
102 W. MAIN ST. MURRAY, NE 68409-0076
47-0246370

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED

The property is located in CASS _____ at _____
(County)

_____, LOUISVILLE _____, Nebraska 68037
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 400,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
A LOAN FROM MURRAY STATE BANK TO RAVEN'S NEST & CO., IN THE AMOUNT OF \$300,000.00, DATED APRIL 28, 2004
 - B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
 - C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
 - D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Trustor is an entity other than a natural person (such as a corporation or other organization), Beneficiary may demand immediate payment if (1) a beneficial interest in Trustor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership; or (3) there is a

(page 2 of 8)

Trustor: Raven's Nest & Co.

Exhibit "A"

Lots 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, and 14, located in Raven's Nest, a subdivision in the W 1/2 of the SW 1/4 of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

Lots 2, 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, and 17, located in Raven's Nest Two, a subdivision in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

Lots 1, 2, and 4, located in Raven's Nest Replat, a subdivision in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

Tax Lots 20, 22, 24, and 25, located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska. NE 1/4

13-12

#7832

COMPARED

FILED
CASS COUNTY, NE.
2003 AUG 13 PM 3:48
BK4500 MT6 PG/37
PATRICIA WEISINGER
REGISTER OF DEEDS
7832 *5550

[Space Above This Line For Recording Data]

DEED OF TRUST

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 July 26th, 2003, together with all Riders to this document.
- (B) "Borrower" is Don Wolkins and Linda Wolkins, Husband and Wife

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is Cass County Bank. Lender is a Corporation organized and existing under the laws of The State of Nebraska. Lender's address is 2020 West 8th Ave. P.O. Box #430 Plattsmouth, NE 68048. Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is Cass County Bank, A Nebraska Banking Corp. P O Box 430 Plattsmouth, NE

- (E) "Note" means the promissory note signed by Borrower and dated July 26th, 2003. The Note states that Borrower owes Lender Three Hundred Twenty Two Thousand Seven Hundred and 00/100 Dollars (U.S. \$ 322,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2033.

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

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

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

(Q) "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

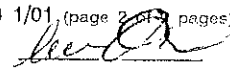
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Cass:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 1, Raven's Nest Replat in the W1/2 of the SW1/4 of Sec.34 T13N, R12E of the 6th P.M., Cass County, Nebraska

which currently has the address of 19489 Raven Drive
[Street]
Louisville, Nebraska 68037 ("Property Address");
[City] [Zip Code]

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.



B-12

* 7833

FILED
CASS COUNTY, NE.

COMPARED

2003 AUG 13 PM 3:49

BK 450 FMTG PG 148
PATRICIA WEISINGER
REGISTER OF DEEDS
7833 \$550

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, Cass County Bank

("Assignor"), hereby grants, bargains, sells, conveys and assigns unto Wells Fargo Home Mortgage, Inc.
a California Corporation PO Box 10304 Des Moines, IA 50306-0304

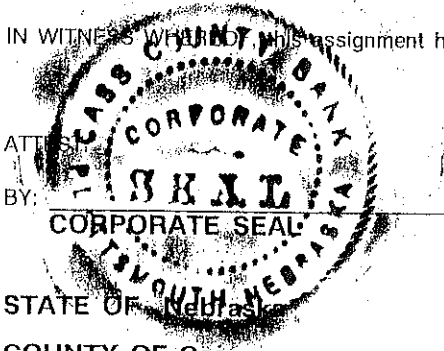
all right, title and interest of assignor in and to that certain mortgage/deed of trust executed by Don Wolkins and Linda Wolkins, Husband and Wife ("Assignee"),

and recorded as document no. _____ in book/film 450 at page 137
mortgage records of Cass County, Nebraska

and the debt secured thereby covering the following described real property:

**Lot 1, Raven's Nest Replat in the W1/2 of the SW1/4 of Sec.34 T13N, R12E of the 6th P.M.,
Cass County, Nebraska**

IN WITNESS WHEREOF, this assignment has been executed this 26th day of July, 2003.



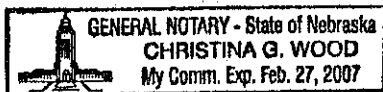
Cass County Bank

ATTORNEY AT LAW
BY: [Signature]

BY: Douglas J Rasmussen
Vice President

STATE OF Nebraska } ss.
COUNTY OF Cass

The foregoing Assignment was acknowledged before me this 26th day of July, 2003, by Douglas J Rasmussen Vice President, of Cass County Bank, a Nebraska corporation or association, on behalf of the corporation or association.



Christina G. Wood
Notary Public, Douglas J Rasmussen
My Commission Expires October 26, 2005

27(ot)

Ravens Nest Rep 2

- lot ✓ 3 130-387-478
- ✓ 4 130-387-485
- ✓ 6 130-387-499
- ✓ 10 130-387-527
- ✓ 12 130-387-541
- ✓ 13 130-387-548
- ✓ 14 130-387-555

Raven Nest 2

- ✓ ? 3R 130-390-775
- ✓ ? 5R 130-390-789
- ✓ ? 7 130-390-803
- ✓ 9 130-390-810
- ✓ 10 130-390-817
- ✓ 15 130-390-845
- ✓ 17 130321273
- ✓ 18R 130-321-281

Raven Nest 3

- ✓ ? 1R 130-392-510
- ✓ 2 130-392-511
- ✓ 4 130-392-513

Raven Nest 4 130-393-531

- ↙ ↘
✓ 2 130-393-532
- ✓ 4B 130-393-535
- ✓ 6 130-393-537
- ✓ 7 130-393-538
- ✓ 8 130-393-539
- 9 130-393-540
- 10
- 11

P Don 401-970 - 363-519

P Don 401-971 - 363-519

P Don 401-972 - 363-519

DOT 404-932 T.C. 20-21-21

P Don 465-17 - 363-519 T.C. 18-19

— Don 476-823 Don 505-220

~~Don 486-303~~

— @ DOT 504-435 R.W. 4 RN 3 T.C. 20

— @ DOT 504-440 R.N. 4 RN 3 T.C. 20

~~Don 505-218 - 363-519~~

~~Don 505-219 363-519~~

~~Don 505-220 476-823~~

~~Don 516-121 - 486-303~~

— @ Don 530-834

— @ 530-843

~~DOT Dept 1-2 4 476-823 Don 505-220~~

RN. 3 T.C. 18-19