

13-12

#104

FILED FOR RECORD 7-6-98 AT 1:40 P. M.
IN BOOK 52 OF MD PAGE 2
REGISTER OF DEEDS, CASS CO., NE *Patricia Massey*
*Doc #104 *1050* COMPARED

EASEMENT

WHEREAS, Donald Wolkins and Linda Wolkins, husband and wife, hereinafter referred to as Grantor, are the owners of certain real estate described as follows:
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;

WHEREAS, James F. Ball and Stephanie J. Ball, husband and wife, hereinafter referred to as Grantee, are the owners of certain real estate described as follows:

Tax Lot 13 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 which is adjacent to the real estate owned by the Grantor;

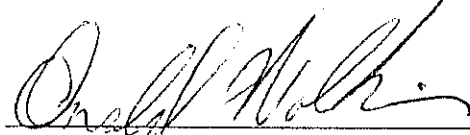
WHEREAS, the Grantor, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION and the mutual of covenant's and agreements hereto, hereby conveys to the Grantee, a 20' wide easement for the purpose of ingress and egress over and across a part of the W 1/2 of the SW 1/4 of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska, being 10' on each side of the center line described as follows:

Referring to the SW corner of said Section 34; thence N 0°16'12"E, (assumed bearing), along the West line of the SW 1/4, 1670.57; to the SW Corner of Tax Lot 13; thence S 89°43'48" E, along the South line of said Tax Lot 13, 227.93; to the true point of beginning; thence S 0°00'00" W, 109.09'; thence S 14°42'46" E, 79.30'; thence S 20°27'32" E, 60.70; thence S 43°05'30" E, 53.30'; thence S 88°07'00" E, 251.63' to the termination of said easement.


This easement shall run with the land and the Grantee's and their heirs, assigns and successors in title are to be entitled to the full use and enjoyment of said easement.

It is understood that the right of ingress and egress acquired by said Grantee will be exercised in a reasonable manner and that the maintenance of said easement shall be the sole responsibility of the Grantee.

Dated this 3RD day of July, 1998.



Donald Wolkins



Linda Wolkins

34-13-1-

#2051

FILED
CASS COUNTY, NE.

2006 APR -4 PM 2:38

BK (A) DIM PG 998
PATRICIA MEISINGER
REGISTER OF DEEDS

2037 *10⁵⁰

COMPARED

UNG
March 24, 2006

Doc.#

RIGHT-OF-WAY EASEMENT

Omaha Fish and Wildlife Club

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

The Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) in Section Thirty-four (34), Township Thirteen (13) North, Range Twelve (12) East of the 6th P.M., Cass County, Nebraska and lying north of the Chicago, Burlington and Quincy Railroad right of way.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of easement area).

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

a one time crushed rock maintenance on length of the construction project.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 30 day of March, 2006.

OWNERS SIGNATURE(S)

Robert J. Grant

Carol Browning

Grant

Browning

RJA

CWB

#2031

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska

STATE OF

COUNTY OF Cass

COUNTY OF

On this 30 day of March, 2006,
before me the undersigned, a Notary Public in and for said
County, personally came

On this _____ day of _____, 20____,
before me the undersigned, a Notary Public in and for said
County and State, personally appeared

Carl W. Browning Sr., Secretary and
Robert J. Arent, Jr.

President of
Omaha Fish and Wildlife Club
personally to me known to be the identical person(s) who
signed the foregoing instrument as grantor(s) and who
acknowledged the execution thereof to be a voluntary
act and deed for the purpose therein expressed.

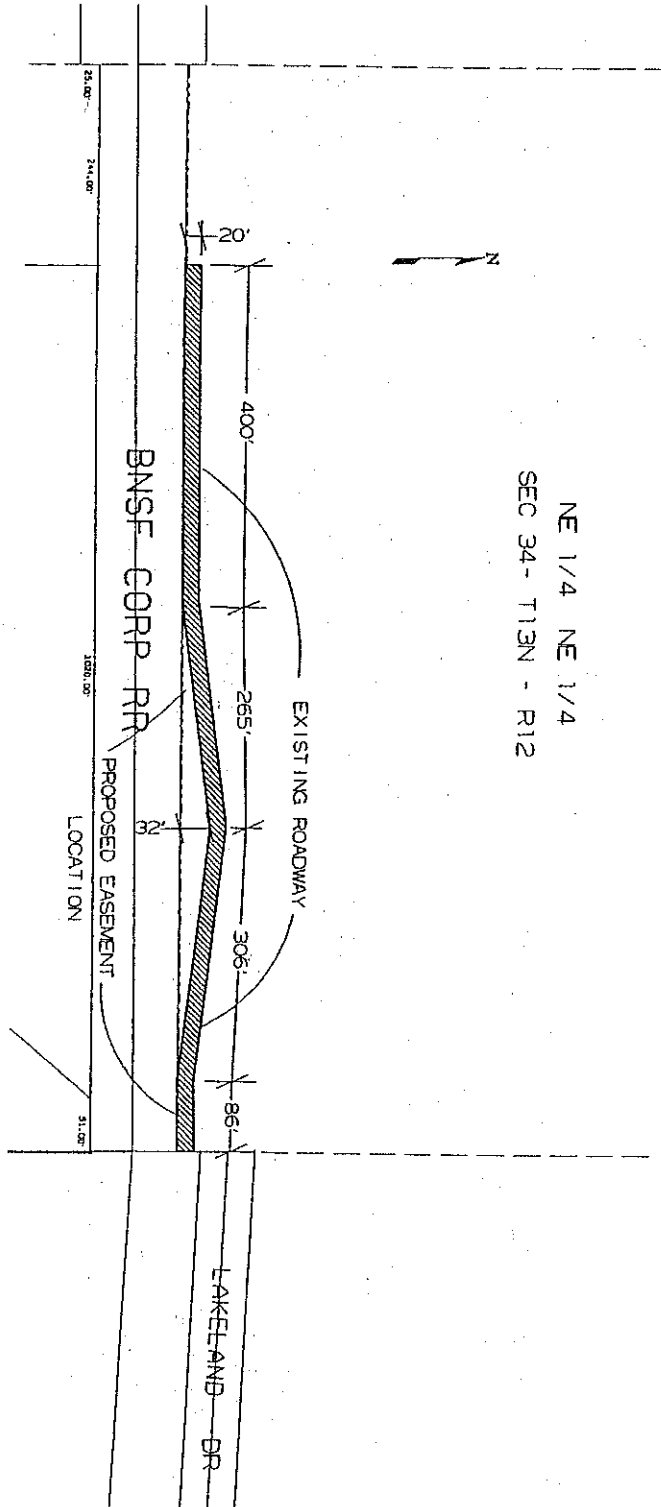
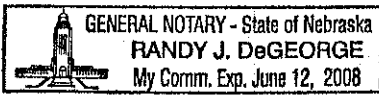
personally to me known to be the identical person(s) who
acknowledged the execution thereof to be _____ voluntary
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

Randy J. DeGeorge
NOTARY PUBLIC

NOTARY PUBLIC



NE 1/4 NE 1/4
SEC 34- T13N - R12

4-OPPD

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 11..... A tract of land located in the W1/2 of the SW1/4 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 30.00' to the true point of beginning; thence continuing N 0°16'12" E, 903.98'; thence S 89°43'48" E, 638.99'; thence following the arc of a 525.00' radius curve to the right, 79.80', (the long chord bears S 12°27'34" W, 79.73'), to a point of tangent; thence S 16°48'50" W, 593.09' to a point of curve; thence following the arc of a 200.00' radius curve to the right, 156.88', (the long chord bears S 39°17'07" W, 152.89'), to a point of tangent; thence S 61°45'25" W, 234.67' to a point of curve; thence following the arc of a 220.00' radius curve to the right, 109.48', (the long chord bears S 76°00'48" W, 108.36'), to a point of tangent; thence N 89°43'48" W, 45.81' to the point of beginning. Contains 10.01 acres, more or less.

[The South 33' and the East 33' of Tax Lot 11 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 12..... A tract of land located in the W1/2 of the SW1/4 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 933.96' to the true point of beginning; thence continuing N 0°16'12" E, 736.61'; thence S 89°43'48" E, 572.00'; thence S 0°16'12" W, 19.75' to a point of curve; thence following the arc of a 450.00' radius curve to the right, 80.46', (the long chord bears S 5°23'34" W, 80.36'), to a point of reverse curve; thence following the arc of a 650.00' radius curve to the left 371.48', (the long chord bears S 5°51'24" E, 366.44'), to a point of reverse curve; thence following the arc of a 525.00' radius curve to the right, 277.95', (the long chord bears S 7°03'44" E, 274.71'); thence N 89°43'48" W, 638.99' to the point of beginning. Contains 10.01 acres, more or less.

[The East 33' of Tax Lot 12 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 14..... A tract of land located in the W1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 2358.32' to the true point of beginning; thence continuing N 0°16'12" E, 1055.00'; thence S 61°30'54" E, 490.07'; thence following the arc of a 200.00' radius curve to the left, 136.85', (the long chord bears S 8°52'26" W, 134.20'), to a point of tangent; thence S 10°43'14" E, 595.20' to a point of curve; thence following the arc of a 200.00' radius curve to the left, 119.14', (the long chord bears S 27°47'12" E, 117.39'); thence N 90°00'00" W, 580.44' to the point of beginning. Contains 10.01 acres, more or less.

[The East 33' of Tax Lot 14 is subject to an easement for ingress and egress.....]

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 17..... A tract of land located in the W1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3287.06'; thence S 89°43'48" E, 1413.39' to the true point of beginning; thence N 0°16'12" E, 780.63'; thence N 89°53'27" E, 557.21'; thence S 0°16'12" W, 784.32'; thence N 89°43'48" W, 557.20' to the point of beginning. Contains 10.01 acres, more or less.
[The South 33' of Tax Lot 17 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 18..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3287.06'; thence S 89°43'48" E, 1970.59' to the true point of beginning; thence N 0°16'12" E, 784.32'; thence N 89°53'27" E, 558.92'; thence S 0°16'12" W, 751.59'; thence following the arc of a 1000.00' radius curve to the right, 270.74', (the long chord bears S 82°30'50" W, 269.92'), to a point of tangent; thence N 89°43'48" W, 291.47' to the point of beginning. Contains 10.01 acres, more or less.
[The South 33' of Tax Lot 18 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 19..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3323.49'; thence S 89°43'48" E, 2529.50' to the true point of beginning; thence N 0°16'12" E, 751.59'; thence N 89°53'27" E, 100.89'; thence S 0°07'52" W, 25.00'; thence N 89°53'27" E, 663.61'; thence S 0°16'12" W, 477.05'; thence N 89°43'48" W, 150.07' to a point of curve; thence following the arc of a 450.00' radius curve to the left, 250.63', (the long chord bears S 74°18'51" W, 247.41'), to a point of tangent; thence S 58°21'30" W, 135.99' to a point of curve; thence following the arc of a 1000.00' radius curve to the right, 286.22', (the long chord bears S 66°33'29" W, 285.24'), to the point of beginning. Contains 10.01 acres, more or less.
[The South 33' of Tax Lot 19 is subject to an easement for ingress and egress.....]

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 20..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3578.09'; thence S 89°43'48" E, 3294.04' to the true point of beginning; thence N 0°16'12" E, 477.05'; thence N 89°53'27" E, 651.78'; thence N 0°03'56" E, 25.00'; thence N 89°53'27" E, 244.01'; thence S 0°16'12" W, 508.01'; thence following the arc of a 700.00' radius curve to the left, 7.00', (the long chord bears N 89°26'37" W, 7.00'), to a point of tangent; thence N 89°43'48" W, 888.69' to the point of beginning. Contains 10.01 acres, more or less.
 [The South 33' of Tax Lot 20 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 21..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3578.06'; thence S 89°43'48" E, 4189.73' to the true point of beginning; thence N 0°16'12" E, 508.01'; thence N 89°53'27" E, 1019.91'; thence S 41°43'05" W, 891.08'; thence following the arc of a 700.00' radius curve to the left, 465.00', (the long chord bears N 70°07'36" W, 456.50'), to the point of beginning. Contains 10.01 acres, more or less.
 [The South 33' and the 66' culdesac of Tax Lot 21 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 22..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3424.90'; thence S 89°43'48" E, 4619.77' to the true point of beginning; thence N 41°43'05" E, 891.08'; thence N 89°53'27" E, 51.40'; thence S 0°00'00" W, 1442.79'; thence following the arc of a 350.00' radius curve to the left, 277.13', (the long chord bears N 22°41'01" W, 269.95'), to a point of tangent; thence N 45°22'02" W, 685.90' to a point of curve; thence following the arc of a 700.00' radius curve to the left, 69.99', (the long chord bears N 48°13'54" W, 69.96'), to the point of beginning. Contains 10.01 acres, more or less.
 [The 66' culdesac on the West side of Tax Lot 22 is subject to an easement for ingress and egress.....]

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 23..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3424.90'; thence S 89°43'48" E, 4619.77' to the true point of beginning; thence S 19°57'10" W, 855.82'; thence S 89°22'50" E, 936.49'; thence N 0°00'00" E, 37.01' to a point of curve; thence following the arc of a 350.00' radius curve to the left, 277.13', (the long chord bears N 22°41'01" W, 269.95'), to a point of tangent; thence N 45°22'02" W, 685.90' to a point of curve; thence following the arc of a 700.00' radius curve to the left, 69.99', (the long chord bears N 48°13'54" W, 69.96'), to the point of beginning. Contains 10.01 acres, more or less.
[The 66' culdesac on the North side of Tax Lot 23 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 24..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3578.09'; thence S 89°43'48" E, 4021.93' to the true point of beginning; thence S 0°16'12" W, 957.12'; thence S 89°22'50" E, 309.60'; thence N 19°57'10" E, 855.82'; thence following the arc of a 700.00' radius curve to the left, 472.00', (the long chord bears N 70°24'47" W, 463.11'), to a point of tangent; thence N 89°43'48" W, 160.80' to the point of beginning. Contains 10.001 acres, more or less.
[The North 33' and the 66' culdesac of Tax Lot 24 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 25..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3578.09'; thence S 89°43'48" E, 3565.70' to the true point of beginning; thence S 0°16'12" W, 954.34'; thence S 89°22'50" E, 456.23'; thence N 0°16'12" E, 957.12'; thence N 89°43'48" W, 456.23' to the point of beginning. Contains 10.01 acres, more or less.
[The North 33' of Tax Lot 25 is subject to an easement for ingress and egress.....]

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 26..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3576.67'; thence S 89°43'48" E, 3108.16' to the true point of beginning; thence S 0°16'12" W, 950.12'; thence S 89°22'50" E, 457.55'; thence N 0°16'12" E, 954.34'; thence N 89°43'48" W, 421.72' to a point of curve; thence following the arc of a 450.00' radius curve to the left, 35.86', (the long chord bears S 87°59'15" W, 35.85'), to the point of beginning. Contains 10.01 acres, more or less.
[The North 33' of Tax Lot 26 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 27..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3342.53'; thence S 89°43'48" E, 2590.47' to the true point of beginning; thence S 0°16'12" W, 712.82'; thence S 89°22'50" E, 517.70'; thence N 0°16'12" E, 950.12'; thence following the arc of a 450.00' radius curve to the left, 214.78' (the long chord bears S 72°01'54" W, 212.75'), to a point of tangent; thence S 58°21'30" W, 135.99' to a point of curve; thence following the arc of a 1000.00' radius curve to the right, 222.34', (the long chord bears S 64°43'41" W, 221.88'), to the point of beginning. Contains 10.01 acres, more or less.
[The North 33' of Tax Lot 27 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 28..... A tract of land located in the N1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3287.06'; thence S 89°43'48" E, 1934.30' to the true point of beginning; thence continuing S 89°43'48" E, 327.75' to a point of curve; thence following the arc of a 1000.00' radius curve to the left, 334.62', (the long chord bears N 80°41'02" E, 333.06'); thence S 0°16'12" W, 712.82'; thence N 89°22'50" W, 656.18'; thence N 0°16'12" E, 653.36' to the point of beginning. Contains 10.01 acres, more or less.
[The North 33' of Tax Lot 28 is subject to an easement for ingress and egress.....]

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 29..... A tract of land located in the W1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 3287.06'; thence S 89°43'48" E, 1264.83' to the true point of beginning; thence continuing S 89°43'48" E, 669.47'; thence S 0°16'12" W, 653.36'; thence N 89°22'50" W, 669.48'; thence N 0°16'12" E, 649.27' to the point of beginning. Contains 10.01 acres, more or less.
[The North 33' of Tax Lot 29 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 30..... A tract of land located in the W1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 2907.41'; thence S 89°43'48" E, 439.23' to the true point of beginning; thence N 10°43'14" W, 144.17' to a point of curve; thence following the arc of a 200.00' radius curve to the right, 352.52', (the long chord bears N 39°46'29" E, 308.63'), to a point of tangent; thence S 89°43'48" E, 656.76'; thence S 0°16'12" W, 649.27'; thence N 89°22'50" W, 79.88'; thence N 69°53'07" W, 792.81' to the point of beginning. Contains 10.01 acres, more or less.
[The West 33' and the North 33' of Tax Lot 30 is subject to an easement for ingress and egress.....]

LEGAL DESCRIPTION..... TAX LOT 31..... A tract of land located in the W1/2 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 2050.75'; thence S 89°43'48" E, 671.27' to the true point of beginning; thence N 26°50'13" E, 19.62' to a point of curve; thence following the arc of a 200.00' radius curve to the left, 250.24', (the long chord bears N 9°00'28" W, 234.24'), to a point of tangent; thence N 44°51'09" W, 87.28' to a point of curve; thence following the arc of a 200.00' radius curve to the right, 119.14', (the long chord bears N 27°47'12" W, 117.39'), to a point of tangent; thence N 10°43'14" W, 451.04'; thence S 69°53'07" E, 792.81'; thence S 0°12'02" W, 587.53'; thence N 89°43'48" W, 514.39' to the point of beginning. Contains 10.02 acres, more or less.
[The West 33' of Tax Lot 31 is subject to an easement for ingress and egress.....]

#12

EXHIBIT A

LEGAL DESCRIPTION..... TAX LOT 32..... A tract of land located in the W1/2 of the SW1/4 of Section 34-T13N-R12E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the SW Corner of said Section 34; thence N 0°16'12" E, (assumed bearing), along the West line of the SW1/4, 1328.22'; thence S 89°43'48" E, 566.98' to the true point of beginning; thence following the arc of a 650.00' radius curve to the right, 244.00', (the long chord bears N 0°14'18" W, 242.57'), to a point of reverse curve; thence following the arc of a 450.00' radius curve to the left, 80.47', (the long chord bears N 5°23'34" E, 80.36'), to a point of tangent; thence N 0°16'12" E, 83.36'; thence following the arc of a 500.00' radius curve to the right, 231.84', (the long chord bears N 13°33'12" E, 229.77'); thence N 26°50'13" E, 103.92'; thence S 89°43'48" E, 514.39'; thence S 0°12'02" W, 722.53'; thence N 89°43'48" W, 619.56' to the point of beginning. Contains 10.02 acres, more or less.
 [The West 33' of Tax Lot 32 is subject to an easement for ingress and egress.....]

FILED
CASS COUNTY, NE.

2002 JUL 10 AM 10:05

BK 404 OF Mtg PG 932
PATRICIA WEISINGER
REGISTER OF DEEDS
Doc# 5065 \$ 31.50

PREPARED

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

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust is July 5, 2002 and the parties and their addresses are as follows:

TRUSTOR: RAVEN'S NEST AND COMPANY
19489 RAVEN DRIVE
LOUISVILLE, NE 68037
Taxpayer I.D. #: 91-1795758

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

TRUSTEE: CASS COUNTY BANK
A NEBRASKA BANKING CORPORATION
2020 W 8TH AVENUE, PO BOX 430
PLATTSMOUTH, NE 68048
Taxpayer I.D. #: 47-0494142

BENEFICIARY: CASS COUNTY BANK
Organized and existing under the laws of the state of Nebraska
2020 W 8TH AVE, PO BOX 430
PLATTSMOUTH, NE 68048
Taxpayer I.D. #: 47-0494142

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: TAX LOTS 20, 21 AND 28 LOCATED IN THE N 1/2 OF SECTION 34, T13N, R12 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA

The property is located in CASS at
(County)

TBD RAVENS NEST DRIVE 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 \$ 115,176.50 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(s) 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.)
LOAN NUMBER 35764 DATED 7/5/02

page 1 of 6
Lawyer

5065

26. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Deed of Trust, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Deed of Trust:

- Construction Loan.** This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Trustor grants to Beneficiary a security interest in all goods that Trustor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues, and Profits.** Trustor grants to Beneficiary a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Trustor grants to Beneficiary a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Trustor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Trustor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement of purposes of Article 9 of the Uniform commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

29. **OTHER TERMS.** If checked, the following are applicable to this Deed of Trust:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.
- Agricultural Property.** Trustor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Trustor is an individual or entity allowed to own agricultural land as specified by law.
- Additional Terms.**

DESIGNATION OF HOMESTEAD

Pursuant to the Farm Homestead Protection Act, designation of homestead is attached to this Deed of Trust and made a part hereof has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.

Actual authority was granted to the parties signing below by resolution signed and dated

Entity Name: RAVEN'S NEST AND COMPANY Entity Name:

Linda Wolkins July 8/2002
 (Signature) LINDA WOLKINS, PRESIDENT/SEC/TREAS (Date) (Signature) (Date)
Don Wolkins
 (Signature) DON WOLKINS, MANAGER (Date) (Signature) (Date)

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

ACKNOWLEDGMENT:

STATE OF , COUNTY OF } ss.
 (Individual) This instrument was acknowledged before me this day of
 by
 My commission expires:
 (Seal)
 (Notary Public)

STATE OF Nebraska , COUNTY OF CASS } ss.
 This instrument was acknowledged before me this 5th day of July, 2002
 by LINDA WOLKINS and DON WOLKINS, PRESIDENT/SEC/TREAS and MANAGER
 (Business or Entity Acknowledgment) of RAVEN'S NEST AND COMPANY (Title(s))
 a Nebraska Corporation (Name of Business or Entity)
 on behalf of the business or entity.

FILED
CASS COUNTY, NE.

2005 NOV 17 PM 2:14

BK521 OF M₉ PG 158
PATRICIA MEISINGER
REGISTER OF DEEDS

7848 * 550

Loan Number: 35764

LENDER: Cass County Bank
2020 West 8th Avenue Plattsmouth, NE 68048

COMPART

DEED OF PARTIAL RECONVEYANCE

WHEREAS, part of the indebtedness secured by the Deed of Trust made among Raven's Nest and Company

Trustor, and Cass County Bank, as Trustee and Beneficiary, dated July 5, 2002, and recorded in the Office of the Register of Deeds in Cass County, Nebraska, in Book 404 of the Mortgage Records at Page 932, (Instrument Number _____) has been paid; and

WHEREAS, the Beneficiary under said Deed of Trust has requested in writing that the following described portion of property held by Cass County Bank as Trustee, under said Deed of Trust be reconveyed, without warranty, to the person or persons entitled thereto.

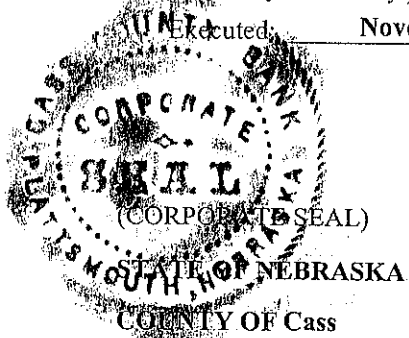
NOW, THEREFORE, in consideration of such partial payment and in accordance with the written request of the Beneficiary, Cass County Bank as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto all the estate and interest held by it, as Trustee, under the above described Deed of Trust in the following described property:
Tax Lot 28 Located in the N 1/2 of Section 34, T13N, R12 East of the 6th P.M., Cass County, Nebraska

The above described Deed of Trust shall remain in full force and effect as to all property described therein which is not reconveyed by this or any prior Deed of Partial Reconveyance.

Executed: November 16th, 2005 Cass County Bank, Trustee and Beneficiary

By Lyle D. Brehm
Lyle D. Brehm
Executive Vice President

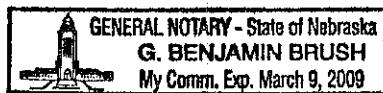
Attest _____



} ss:

The foregoing Deed of Partial Reconveyance was acknowledged before me this 16th day of November, 2005, by Lyle D. Brehm, Executive Vice President

of Cass County Bank
on behalf of said Association, as Trustee.



(Notarial Seal)

G. Benjamin Brush
Notary Public G Benjamin Brush
My Commission expires: 03/09/2009

RECORDING
STATE OF _____ }
COUNTY OF _____ } ss:
Entered on Numerical Index and filed for record _____ A.D., _____ at _____
o'clock _____ M and recorded in Book _____ of Mortgages, Page _____ (Instrument
Number _____)
Recorder _____

When Recorded Return To: Cass County Bank
2020 West 8th Avenue
Plattsmouth, NE 68048

13-12

#2547

FILED
CASS COUNTY, NE.

2005 APR 28 AM 10:47

BK 504 Mtg PG 435
PATRICIA MEISINGER
REGISTER OF DEEDS
Doc # 2547 \$ 55.00

COMPARED

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 04-22-2005 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 Trustees.

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

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:
- 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 \$400,000.00, DATED APRIL 22, 2005
 - 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.
 - 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.
 - 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.
 - 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:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
 - 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

#2517

EXHIBIT "A"

- Tract 1: Lots 1, 2 and 4, Raven's Nest-Three, a subdivision located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 2: Lots 2, 3, 4R, 5R, 7, 9, 10, 15, 17 and 18R, Raven's Nest Two, a subdivision in the W ½ of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 3: Lots 2, 3, 10, 12, 13, 14, Raven's Nest, Replat 2, a subdivision located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 4: Tax Lot 20, Tax Lot 22, Tax Lot 24 and Tax Lot 25, located in the NE ¼ of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

#2518

FILED
CASS COUNTY, NE.

2005 APR 28 AM 10:48

504 Mtg PG 444
PATRICIA MEISINGER
REGISTER OF DEEDS
Doc# 2548 \$ 55.00

COMPARED

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 04-22-2005 and the parties and their addresses are as follows:

TRUSTOR: DONALD WOLKINS and LINDA A. WOLKINS, HUSBAND AND WIFE
19489 RAVEN DRIVE
LOUISVILLE, NE 68037

483-48-4171

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.

X

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 \$400,000.00, DATED APRIL 22, 2005. SAID LOAN GUARANTEED BY PERSONAL GUARANTEE FROM DONALD WOLKINS AND LINDA A. WOLKINS. GUARANTEE SECURED BY THIS DEED OF TRUST.
 - 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.

EXHIBIT "A"

- Tract 1: Lots 1, 2 and 4, Raven's Nest-Three, a subdivision located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 2: Lots 2, 3, 4R, 5R, 7, 9, 10, 15, 17 and 18R, Raven's Nest Two, a subdivision in the W ½ of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 3: Lots 2, 3, 10, 12, 13, 14, Raven's Nest, Replat 2, a subdivision located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.
- Tract 4: Tax Lot 20, Tax Lot 22, Tax Lot 24 and Tax Lot 25, located in the NE ¼ of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

13-12

#2411

FILED
CASS COUNTY, NE.
COMPARED

2006 APR 20 AM 9:46

BR536 OF MTG PG 834
PATRICIA MEISINGER
REGISTER OF DEEDS
#2411 #5350

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 04-13-2006 and the parties and their addresses are as follows:

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

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

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

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

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.

X

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 \$ 300,000.00. 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 13, 2006
 - 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.

0011

Exhibit "A"

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

Tract 2: Lots 3, 5R, 7, 9, 10, 15, 17 and 18R, Raven's Nest Two, a subdivision in the W ½ of Section 34, Township 13 North, Range 12, East of the 6th P.M., Cass County, Nebraska.

Tract 3: Lots 3, 10, 12, 13, 14, Raven's Nest, Replat 2, a subdivision located in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

Tract 4: Tax Lot 20, Tax Lot 22, Tax Lot 24 and Tax Lot 25, located in the NE ¼ of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska.

13-12

#2412

COMPARED

FILED
CASS COUNTY, NE.

2006 APR 20 AM 9:47

PKS300F016 PG843
PATRICIA MEISINGER
REGISTER OF DEEDS

* 2412 * 5350

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 04-13-2006 and the parties and their addresses are as follows:

TRUSTOR: DONALD WOLKINS and LINDA A. WOLKINS, HUSBAND AND WIFE
19489 RAVEN DRIVE
LOUISVILLE, NE 68037

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

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

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 \$ 300,000.00. 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 13, 2006. SAID LOAN GUARANTEED BY PERSONAL GUARANTEE FROM DONALD WOLKINS AND LINDA A. WOLKINS. GUARANTEE SECURED BY THIS DEED OF TRUST.
 - 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:
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 - 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.
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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)

#2112

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