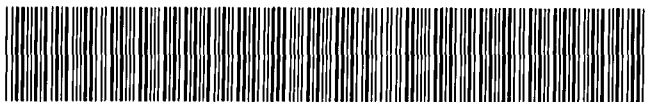




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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/4/2013 08:01:46.52



2013090259

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: #60

CHECK NUMBER

001368

AFTER RECORDING RETURN TO:
Mortgage Financial Services, Ltd
1821 Sussex Place
Lincoln, NE 68506

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FILING and FINANCING STATEMENT**
4620/4630 Dodge Street, Omaha, NE 68132

Date: ~~August 15, 2013~~ *September 3*
Grantor: Renard L. Lebron
Grantor's Mailing Address: 8008 Harney Street
Omaha, NE 68114-0002
Trustee: Donald R. Stading
Trustee's Mailing Address: Keating, O'Gara, Nedved & Peter, PC, LLO
530 S. 13th Street, Suite 100
Lincoln, NE 68508
Lender: Mortgage Financial Service, Ltd
Lender's Mailing Address: 1821 Sussex Place,
Lincoln, NE 68506
Note(s)
Date: Of even date herewith
Original Principal Amount: \$40,000.00
Borrower: Renard L. Lebron
Lender: Mortgage Financial Service, Ltd
Maturity Date: Three (3) years from the date hereof

Real Property (including any improvements):

60

Tract A

Lot 24 and all of Lot 23, Block 3, Briggs Place, an Addition to the City of Omaha, Except that part described as follows: Beginning at the Southwest corner of said Lot 23; thence East 36.15 feet, thence North 106.5 feet to a point on the North line of said Lot 23; thence West 36.45 feet to the Northwest corner of said Lot 23, thence South along the West line of said Lot 23, 106.5 feet to the Point of Beginning, all in Douglas County, Nebraska.

Tract B

Part of Lot 22, in Block 3, in Brigg's Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of said Lot 22; thence East along the South line of said Lot 22, 33.7 feet; thence North 17 feet; thence West 0.33 feet to the center line of a party wall; thence North along the center line of the party wall, 43 feet; thence West along the center line of a party wall, 29.17 feet to a point of being 4.5 feet East of the West line of said Lot 22; thence North 46.8 feet to a point on the North line of said Lot 22, and 4.7 feet East of the Northwest corner of said Lot 22, thence West 4.7 feet along the North line of said Lot 22 to the Northwest corner; thence South along the West line of said Lot 22, 106.5 feet to the point of beginning. Also described as: The West 33.7 feet of the South 60 feet and the West 4.7 feet of the North 46.8 feet of Lot 22, Block 3 Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska.

Collateral:

- (1) all buildings, improvements and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Grantor's right, title and interest in any minerals, utilities, adjacent streets, alleys, strips, gorges, and right-of-way;
- (3) Grantor's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Grantor's interest in all licensees and permits related to the Property; and
- (5) Grantor's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures.

The Real Property and the Collateral shall collectively be referred to hereinafter as the "Property".

Prior Liens:

None

Other Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2013.

Transfer of Rights in the Property:

For value received and to secure payment of the Note, and to secure Grantor's performance of all Grantor's obligations under the letter loan agreement between Grantor and Lender, dated of even date herewith (the "Loan Agreement") Grantor irrevocably grants and conveys the Property to Trustee, in trust, with the power of sale. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it.

Grantors' Obligations

Grantors agree to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgagee clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Lender may reasonably require.
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;

7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy;
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
10. timely perform all Grantor's obligations under the Loan Agreement.

Lender's Rights

1. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by any instrument recorded in the county in which this Deed of Trust is recorded. Without reconveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska Law.

2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.

3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to grantor for repairs. Unless Lender and Grantor otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in the Note, or change the amount of the payments.

4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. Lender shall have the right to inspect the Property at reasonable times, provided that he gives the Grantor at least 24 hours advance notice before conducting any inspection. In the event of an emergency, where 24 hours advance notice is not practical, Lender may enter the Property and take such steps as are necessary to protect and preserve the Property. If Grantor fail to perform any of Grantors' obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations, and the default continues after any required notice of the default and the time allowed to cure, if any, Lender may:

- a. declare the unpaid principal balance and earned interest on the Note immediately due;
- b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will give notice of the foreclosure sale as provided by the Nebraska Statutes as then in effect; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will:

1. either personally or by agent give notice of the foreclosure sale as required by the Nebraska Statutes as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a Trustee's Deed binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order:

- a. expenses of foreclosure, including a commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantors fail to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.

5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

6. Grantors assign to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Lender will either release any remaining sums to Grantor or apply such sums to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Lender's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Nebraska law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be cancelled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust. Any extensions or modifications of the loan granted by Lender to any successor interest of Grantor shall not operate to release the liability of the original Grantor or Grantor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Grantor warrants to Lender and agrees that the proceeds of the Note will be used for the purposes set out in paragraph 31.

13. Grantor shall comply with all laws, governmental standards and regulations applicable to Grantor or to the Property in respect to hazardous waste and substances and environmental matters. Grantor shall promptly notify Lender of Grantor's receipt of any notice of a violation of any such law, standard or regulation. Grantor hereby agrees to protect, indemnify and hold harmless Lender, Lender's heirs, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a hazardous substance on, under or about the Property. This indemnity shall survive the termination or other release of this deed of trust, and this covenant shall survive such termination or release.

14. Unless waived by Lender in writing, Grantor agrees (a) to make an initial deposit in a reasonable amount to be determined by Lender and then make monthly payments to a fund for taxes and insurance premiums on the Property, and (b) to pay to Lender a \$10.00 monthly fee to reimburse Lender the cost of administering this escrow fund (subject to reasonable increases from time to time). Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Lender must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If any excess accumulates in the fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Lender will credit to that payment the whole amount then in the fund, or at Lender's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under part 3(c), "Trustee's Rights and Duties." If the Property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note. If Lender waives in writing the requirement for

this fund, then in such event Grantor agrees to furnish on Lender's request evidence satisfactory to Lender that all taxes and assessments on the property have been paid when due.

Grantor shall timely pay all homeowners association dues, if any, assessed against the Property. Failure to do so shall constitute a default under this deed of trust. Annually, and upon any written request by Lender, Grantor shall provide to Lender proof of payment of said dues. At Lender's option, Lender shall have the right to require that Grantor add an amount to the monthly escrow for taxes and insurance, sufficient to pay said homeowners association dues from the escrow account maintained by Lender. Lender shall have the right to pay said dues from the escrow account annually rather than monthly, and in said event, the amount of the monthly payment into escrow for homeowners association dues shall be sufficient to pay the full annual amount when due, i.e. prepaying the dues for the ensuing year.

15. If Grantor grants any other lien, security interest or encumbrance other than the lien created by this deed of trust, Lender may, at Lender's option declare all sums secured by this deed of trust to be immediately due and payable.

16. If all or any part of the Property is sold or conveyed without Lender's prior written consent, Lender, at Lender's option, may declare the outstanding principal balance of the Note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property: (a) a deed under threat or order of condemnation; (b) a conveyance solely between the parties; or (c) the passage of title by reason of death of a maker or operation of law. If Lender exercises this option, Lender shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this deed of trust. If Grantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this deed of trust without further notice or demand by Grantor.

17. In addition to creating a deed-of-trust lien on all of the Real Property described above, Grantor (as Debtor) also grants to Lender (as Secured Party) a security interest in all of the above-described Collateral pursuant to and to the extent permitted by the Nebraska Uniform Commercial Code. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Lender need not be present at the place of sale.

18. Some of the items of the Property are goods that are or are to become fixtures related to the Real Property. Grantor and Lender intend that, as to those goods, this deed of trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Real Property is situated. Information concerning the security interest created by this deed of trust may be obtained from Lender, as secured party, at the address of Lender stated above. The mailing address of the Grantor, as debtor, is as stated above.

19. Upon acceleration or abandonment of the Property, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession, manage the Property and to collect the rents of the Property, including those past due. Any 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 fees, and then to the sums secured by this deed of trust.

20. Acceleration; Remedies. Lender shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this deed of trust (but not prior to acceleration under Section 16 (Transfer of Property) unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default 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 Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this deed of trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Note and the expense of executing this trust as provided herein, this deed of trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property.

22. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Nebraska law to Grantor and to the other persons prescribed by Nebraska law. After the time required by Nebraska law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Grantor, 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 any order Trustee determines. To the extent permitted by applicable law, 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 its designee may purchase the Property at any sale.

23 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 and all notes evidencing debt secured by this deed of trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation cost. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Nebraska law.

24. Request for Notices. Grantor requests that copies of the notice of default and sale be sent to Grantor's address which is the Property Address. Grantor waives the right to designate this property as Homestead for purposes of this loan.

25. **GRANTOR AGREES TO MAINTAIN THE PROPERTY IN AT LEAST AS GOOD CONDITION AS REFLECTED IN THE PHOTOGRAPHS OF THE PROPERTY MADE AT THE TIME OF EXECUTION OF THIS INSTRUMENT. Failure to maintain the Property's physical condition reasonably satisfactory to Lender shall be grounds for default under this Deed of Trust.**

26. This deed of trust binds, benefits and may be enforced by the successors in interest of all parties.

27. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

28. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

29. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of any attorney for enforcement.

30. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

31. Grantor represents that this deed of trust and the Note are given for the following purposes: Finance investment property with cash-out.

32. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this deed of trust) can be sold one or more times without prior notice to Grantor. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this deed of trust and performs other mortgage loan servicing obligations under the Note, this deed of trust and Nebraska law. There also might be one or more changes of the Loan servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Grantor will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information Nebraska law requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Grantor will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Grantor nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions

