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03/30/2017 14:55:01.00



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DEED OF TRUST

(With Future Advance Clause)

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is March 24, 2017. The parties and their addresses are:

TRUSTOR (Grantor):

PEGGY H EVERT

As Trustee

Of the PEGGY H. EVERT REVOCABLE LIVING TRUST

A Nebraska Revocable Trust

450 S. 193RD PLAZA

ELKHORN, NE 68022

TRUSTEE:

FIRST STATE BANK AND TRUST COMPANY

a Nebraska Corporation

1005 EAST 23RD STREET

FREMONT, NE 68025

BENEFICIARY (Lender):

FIRST STATE BANK AND TRUST COMPANY

Organized and existing under the laws of Nebraska

1005 EAST 23RD STREET

FREMONT, NE 68025

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

TRADE N' POST, INC.
Nebraska Deed Of Trust
NE/4XXDISAAC00000000001180053N

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This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. NON-OBLIGATED GRANTOR. Any Grantor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Grantor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Grantor does convey and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Grantor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Grantor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Grantor in the context of that separate agreement.

8. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.



A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

11. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

A. A beneficial interest in Grantor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

13. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

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[illegible]

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

15. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless



Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

17. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

D. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

E. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

F. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

H. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

I. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.





20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has

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Initials _____
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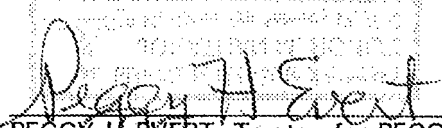




30. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

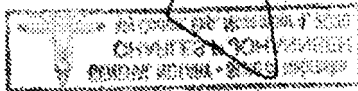
GRANTOR:

 Date 3-24-17
PEGGY H. EVERT, Trustee for PEGGY H. EVERT REVOCABLE LIVING TRUST dated August 17, 2012

LENDER:

FIRST STATE BANK AND TRUST COMPANY

By  Date 3/24/17
CHARLES P. JOHANNSEN, PRESIDENT

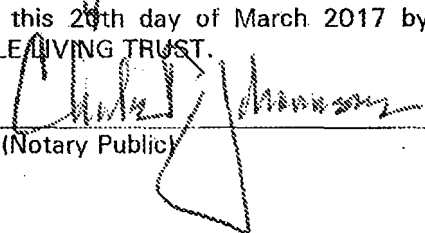


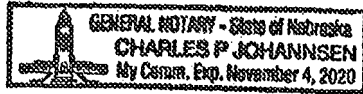
ACKNOWLEDGMENT.

STATE OF NEBRASKA, COUNTY OF DODGE ss.

This instrument was acknowledged before me this 20th day of March 2017 by PEGGY H EVERT - Trustee of PEGGY H. EVERT REVOCABLE LIVING TRUST.

My commission expires:


(Notary Public)




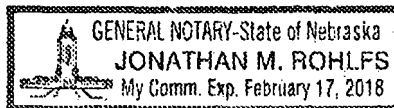
(Lender Acknowledgment)

STATE OF NEBRASKA, COUNTY OF DODGE ss.

This instrument was acknowledged before me this 20th day of March 2017 by CHARLES P. JOHANNSEN -- PRESIDENT of FIRST STATE BANK AND TRUST COMPANY, a corporation, on behalf of the corporation.

My commission expires:


(Notary Public)



Attachment A

NE SE

That part of the Southeast Quarter in Section 19, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

From the East Quarter corner of Section 19, Township 15 North, Range 11, East of the 6th P.M., South 0° West, assumed bearing along the East Section line 1,119.3 feet; thence North 89° 51' West, 50.0 feet West to the point of beginning; thence continuing North 89° 51' West, 429.64 feet to a point on curve concave Northeasterly of 75 feet radius a distance of 117.61 feet, chord North 44° 55' 30" West, 105.93 feet; thence North 0° West, 1,042.90 feet to the North line of the Southeast Quarter of Section 19; thence North 89° 59' 04" East, 200.44 feet along the North line of said Southeast Quarter; thence South 0° West, 407 feet; thence North 89° 59' 04" East, 304 feet; thence South 0° West, 712.16 feet to the point of beginning.

AND

NE SE

That part of the East half of the Southeast Quarter in Section 19, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, described as follows:

From the East Quarter corner of Section 19, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, South 89° 59' 04" West, assumed bearing, 554.44 feet along the North line of the Southeast Quarter to the point of beginning; thence continuing South 89° 59' 04" West, 769.21 feet; thence South 0° 0' 43" East, 611.83 feet; thence North 89° 36' 43" East 739.08 feet; thence South 0° West, 435.73 feet; thence North 89° 36' 43" East, 10.0 feet; to a point of curve concave Northeasterly of 95 feet radius a distance of 148.95 feet, with a chord South 44° 55' 30" East, 134.18 feet; thence South 89° 51' East, 446.69 feet to the West right-of-way of 192nd Street; thence North 0° East along said West right-of-way 20.0 feet, thence North 89° 51' West, 446.63 feet to a point on curve concave Northeasterly of 75 feet radius, along said curve a distance of 117.62 feet with a chord North 44° 55' 30" West, 105.93 feet, thence North 0° West, 1,042.57 feet to the point of beginning.