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Both

SECOND  
DEED OF TRUST

THIS DEED OF TRUST is made on ..... December 29 ..... 1994 ...  
The Trustor is ..... INSURANCE-PROPERTIES, INC., a Nebraska corporation ..... a/k/a Borrower.  
The Trustee is ..... WILLIAM E. MOONEY .....  
The Beneficiary is ..... JOHN H. BAXTER ..... a/k/a Lender.  
Beneficiary's address is 1011 S. 112th Plaza, Omaha, Nebraska 68154  
Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following:

Lot 24, Maple Heights, an Addition to the City of Omaha, Douglas County, Nebraska,  
EXCEPT that part more particularly described as follows:

Beginning at the Southeast corner of said Lot 24;  
thence on a bearing of North 06°47'22" East, a distance of 210.00 feet;  
thence on a bearing of North 83°12'38" West, a distance of 244.9 feet;  
thence on a bearing of South 06°47'22" West, a distance of 159.9 feet, to the  
Northerly right-of-way line of West Maple Road;  
thence on a bearing on South 71°39' East, along the Northerly right-of-way line of  
West Maple Road, a distance of 250.00 feet, to the point of beginning.  
NOTE: The East line of Section 8, Township 15 North, Range 12 East of the 6th  
P.M. in Douglas County, Nebraska, is assumed to bear due North and South.

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender \$ 250,000.00 ..... , evidenced by Borrower's note of even date, payable  
according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said note, the payment of all other sums, with interest,  
advanced under the provisions hereafter to protect the security and the performancy of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of such real estate and has the legal power and lawful authority to convey  
the same and warrants and will defend title to the real estate against the lawful claims of all persons.

**BORROWER AND LENDER AGREE AS FOLLOWS:**

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to  
interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become  
delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security  
instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Buyer shall keep the improvements on said premises insured against loss by fire and hazards included within the term  
"extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing  
Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall  
be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair  
is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein,  
whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone  
the due date of the monthly payments provided in said note, or change the amount of the payments.

For Official Use Only

<p><b>RECEIVED</b></p> <p><b>JAN 5 10 57 AM '95</b></p> <p><b>GEORGE J. DUGLICKWICZ</b> <b>REGISTRAR OF DEEDS</b> <b>DOUGLAS COUNTY, NE</b></p>	<p>00139</p> <p>23680</p> <p>63-</p> <p>LEGAL</p> <p>Or</p>
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6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower'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.

9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or may mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.

10. This security instrument and the note which it secures shall be governed by Nebraska Law.

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. 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 Borrower 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 sum secured by this security agreement and resale of the property. The notice shall further inform borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If 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 Security agreement 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 paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. 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. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. 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.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. 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 security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is  
INSURANCE-PROPERTIES, INC., 1011 S. 112th Plaza, Omaha, Nebraska 68154

17. This Second Deed of Trust subject to and subordinate to a Deed of Trust of even date herewith to the Douglas County Bank and Trust Co. in the amount of \$285,000.00.

IN WITNESS WHEREOF the Borrowers have signed this agreement.

INSURANCE-PROPERTIES, INC., a Nebraska corporation

By:

President

STATE OF NEBRASKA )

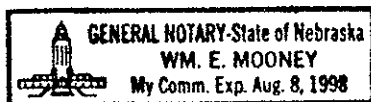
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SS.

COUNTY OF DOUGLAS )

December 29, 1994

The foregoing instrument was acknowledged before me on  
by John H. Baxter, President of Insurance-Properties, Inc., a Nebraska corporation.



WM E Mooney  
Notary Public

DEED OF TRUST

