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SUBMITTED NEBRASKA TITLE COMPANY-OM

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2015-08822

2015 Apr 24 11:01:23 AM

Sheryl J. Doudney

REGISTER OF DEEDS



DEED OF TRUST

PHILIP AND ELIZABETH
Deed of trust made on 03/15/2015 (date), between SMITH of
11602 S. 114 ST. PAVILLION NE 68046 (Address), referred to as trustor,
REBECCA J CROFOOT of
11616 S. 114 ST. PAVILLION NE 68046 (address), referred to as trustee, and
REBECCA J. CROFOOT of 11616 S. 114 PAVILLION NE 68046
(address), referred to as beneficiary.

Trustor, in consideration of the indebtedness recited below, irrevocably grants, bargains, sells, assigns, and
conveys to trustee in trust, with power of sale, the property in
SARPY COUNTY - 11602 S. 114 PAVILLION NE (Location and Address)
described as TAX LOT 3 SEIBOLD ACRES (5.04 AC) * (Description of Property), together
with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any wise appertaining.

To have and to hold the same, with the appurtenances, unto trustee.

* Lot 1, Seibold Acres, Sarpy County, Nebraska.

For the purpose of securing performance of each agreement of trustor and of securing payment of the sum of
Three hundred thousand (amount) (\$300,000) with interest thereon according to the terms of a Promissory Note
(Note or Bond), dated 03/01/2015 (month & day), 2015 (year) payable to beneficiary or order and made or
executed by trustor, the final payment of principal and interest, if not paid sooner, to be due and payable on
03/01 (month & day), 2055 (year) at the office of REBECCA CROFOOT, at
11616 S. 114 PAVILLION NE (Address), or at such other place as beneficiary may designate in writing
delivered or mailed to trustor. The terms of the Promissory Note (Note or Bond) are incorporated by reference.

Trustor covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS

1.1 Trustor shall pay the indebtedness, as provided above. Trustor reserves the right and privilege to prepay at
any time, without premium or fee, the entire indebtedness or any part of it not less than the amount of one
installment, or Eight hundred (amount) (\$869.51), whichever is less. Any prepayment made on other
than an installment due date will not be credited until the next following installment due date.

2. OWNERSHIP OF PROPERTY

2.1 Trustor is lawfully seized (in possession) of Tax LOT 3 SEIBOLD ACRES (5.04 AC)
(Description of Estate) and, except as otherwise

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stated, the premises are free from any encumbrances. Trustor hereby warrants the usual covenants to the same extent as a statutory _____ (warranty) deed under the laws of NEBRASKA (State), and all covenants herein made, and trustor will defend against any breach of any such covenant.

3. CONTINUED EFFECTIVENESS

3.1 The provisions of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part of it.

4. TAXES AND ASSESSMENTS

4.1 Trustor shall pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions; and, in default thereof, beneficiary may pay the same.

5. WASTE; REPAIR OR REMOVAL OF STRUCTURES

5.1 Trustor shall not commit waste or authorize the repair or the removal of any structures on the premises, and shall not do or permit any act that may lawfully result in the creation of a lien or claim on the land or the improvements of equal or prior rank to the claim of this trust deed without prior written consent of beneficiary; but shall maintain the property in as good condition as at present, reasonable wear and tear excepted. On any failure to so maintain, beneficiary, at its option, may cause reasonable maintenance work to be performed at trustor's cost.

6. INSURANCE

6.1 Trustor shall maintain continuously hazard insurance of such type or types and amounts as beneficiary may from time to time require on the improvements now or hereafter on the premises, and shall pay promptly when due any premiums for such insurance. All insurance shall be carried with companies approved by beneficiary, and the policies and renewals shall be held by beneficiary and provide that loss be payable solely and in form acceptable to beneficiary. In event of loss, trustor shall give immediate notice by mail to beneficiary, who may make proof of loss if not made promptly by trustor, and each insurance company concerned is hereby authorized and directed to make payment of the loss directly to beneficiary, rather than to trustor and beneficiary jointly. The insurance proceeds, or any part of them, may be applied by beneficiary, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a conveyance to beneficiary, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. BENEFICIARY PAYMENT IN EVENT OF DEFAULT

7.1 If trustor defaults in any of the covenants or agreements contained in this trust deed, or in the ~~promissory~~ (Note or Bond) secured by it, then beneficiary, at its option, may perform the same. All expenditures made by beneficiary in so doing shall draw interest at the rate provided for in the principal indebtedness, and shall be repayable by trustor to beneficiary, and, together with interest and costs accruing thereon, shall be secured by this trust deed.

8. SUPPLEMENTAL NOTES

8.1 On beneficiary's request, trustor shall execute and deliver a supplemental note or notes for the sum or sums advanced by beneficiary for the alteration, modernization, improvement, maintenance, or repair of such premises, for taxes or assessments against the same, and for any other purpose authorized under this trust deed. The note or notes shall be secured by this trust deed with equal priority and as fully as if the advance evidenced thereby were included in the ~~promissory~~ (Note or Bond) first described above. The supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal _____ (monthly) payments for such period as may be agreed on by trustor and beneficiary. On the failure to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable _____ days after beneficiary's demand. In no event, shall the maturity extend beyond the ultimate maturity of the _____ (Note or Bond) first described above.

9. RIGHT OF BENEFICIARY TO APPEAR

9.1 Beneficiary may appear in and defend any action or proceeding purporting to affect the security of this trust deed, and trustor shall pay all costs and expenses, including the costs of evidence of title and reasonable attorney fees, in any such action or proceeding in which beneficiary may appear.

10. WAIVER OF NOTICE

10.1 Trustor waives notice of the exercise of any option granted to beneficiary in this trust deed or in such ~~promissory~~ (Note or Bond).

11. CONDEMNATION

11.1 Any award of compensation or damages in connection with any condemnation for public use of or injury to the premises or any part of them is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received in the same manner and with the same effect as provided above for the disposition of fire or other insurance proceeds.

12. NONWAIVER OF RIGHTS

12.1 Beneficiary's accepting payment of any sum secured by this trust deed after its due date shall not constitute a waiver of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

13. RIGHTS OF TRUSTEE

13.1 At any time or from time to time, without liability therefor and without notice, on beneficiary's written request and presentation of this trust deed and such Primary (Note or Bond) for Endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured by this trust deed, trustee may: reconvey all or any part of the premises; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating this trust deed to subsequent liens or charges.

14. RECONVEYANCE

14.1 On beneficiary's written request stating that all sums secured by this trust deed have been paid, and on surrender of this trust deed and such Primary (Note or Bond) to trustee for cancellation and retention, and on payment of trustee's fees, trustee shall reconvey, without warranty, the property then held under this trust deed. The recitals in any reconveyance accepted under this trust deed of any matters or facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

15. RENTS, ISSUES, AND PROFITS

15.1 As additional security, trustor hereby gives to and confers on beneficiary the right, power, and authority during the continuance of the interests created by this trust deed to collect the rents, issues, and profits of the premises, reserving to trustor the right, prior to any default by trustor in payment of any indebtedness secured by this trust deed or in the performance of any agreement under this trust deed, to collect and retain such rents, issues, and profits as they become due and payable. On any such default, beneficiary may at any time without notice, either in person, by agent, or by a court-appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this trust deed, enter on and take possession of the premises or any part of them, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, on any indebtedness secured by this trust deed, and in such order as beneficiary may determine. The entering on and taking possession of the premises, the collection of the rents, issues, and profits, and the application thereof as stated above shall not cure or waive any default or notice of default under this trust deed or invalidate any act done pursuant to such notice.

16. DEFAULT; BANKRUPTCY

16.1 On default by trustor in payment of any indebtedness secured by this trust deed, or in performance of any agreement herein contained, or if trustor is adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding, all sums secured by this trust deed shall, at beneficiary's option, immediately become due and payable. In the event of default, beneficiary shall execute or cause trustee to execute a written notice of such default and of beneficiary's election to cause the above-described property to be sold to satisfy the obligation hereof, and shall cause such notice to be recorded as then required by law.

16.2 On notice of sale as then required by law and elapse of the then-required time period after recordation of notice of default, trustee, without demand on trustor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash, payable at the time of sale. Trustee may postpone the sale of all or any part of the property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including trustor, trustee, or beneficiary, as defined under this trust deed, may purchase at such sale.

16.3 After deducting all costs, fees, and expenses of trustee and of this trust, including the cost of evidence of title and reasonable counsel fees in connection with the sale, trustee shall apply the proceeds of the sale to the payment of all sums expended under the trust terms, not then repaid with accrued interest at the rate provided on the principal debt, all other sums then secured by this trust deed, and the remainder, if any, to the person or persons legally entitled to receive them.

17. APPLICATION OF TRUST DEED

17.1 This trust deed applies to, inures to the benefit of, and binds all parties to this agreement, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the Promissory (Note or Bond) secured by this trust deed, whether or not named as a beneficiary herein. Whenever the context of this trust deed so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

18. ACCEPTANCE OF TRUST

18.1 Trustee accepts this trust when this trust deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this trust deed of any pending sale under any other trust deed or of any action or proceeding in which trustor, beneficiary, or trustee shall be a party, unless brought by trustee.

19. SUCCESSOR TRUSTEE

19.1 Beneficiary may, from time to time, as provided by statute, appoint another trustee in place of trustee herein named, and on such appointment, trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee with the same effect as if originally named trustee.

20. MULTIPLE TRUSTEES

20.1 If two or more persons are designated as trustee, all powers granted to trustee may be exercised by any of such persons, if the other person or persons are unable, for any reason, to act; and any recital of such inability in any instrument executed by any of such persons shall be conclusive against trustor, or trustor's heirs and assigns.

~~_____ (If appropriate, add: _____, the _____ (wife or husband) of trustor, for the above-stated consideration, hereby relinquishes _____ (her or his) right of _____ (dower or curtesy) _____ (and homestead) in and to the above-described premises.)~~

20.2 The undersigned trustor requests that a copy of any notice of default and of any notice of sale under this trust deed be mailed to trustor's address set forth above.

In witness whereof, trustor has executed this trust deed the day and year first written above.

Rebecca J. Crofoot
Rebecca J. Crofoot

Signature

03/16/2015

Date

James P. Crofoot
James P. Crofoot

Signature

3/16/15

Date

~~Signature~~ REC
~~Signature~~ OK

3-22-15

~~Signature~~

3-28-15

~~Signature~~ Philip Smith
Borrower
~~Signature~~
Elizabeth Smith

Date
3-22-15

Kush Reyes

3-22-15

Witness

Date

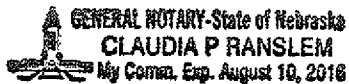
ACKNOWLEDGMENTS

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

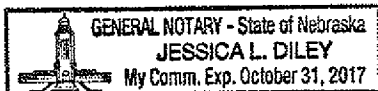
The foregoing instrument was acknowledged before me this 16th day of MARCH, 2015,
by REBECCA CROFOOT & JAMES CROFOOT



Claudia P Ranslem
Notary Public

State of Nebraska
County of Sarpy

The foregoing instrument was acknowledged
before me this 16th day of March, 2015 by
Phillip Smith and Elizabeth Smith.



Jessica Liley
Notary Public

PROMISSORY NOTE

In consideration of value received, the undersigned (hereinafter "Borrowers") do hereby jointly and severally promise to pay to Rebecca J. Crofoot (hereinafter "Lender"), the amount of \$300,000.00, upon which interest will accrue at 1 percent per year. Borrowers agree in conformity with these terms: To pay on the 1 of each month a payment of \$809.51 with a ~~thirty~~ ^{forty} year term and a ~~thirty~~ ^{forty} year balloon payment.

Such payments shall be first applied to interest and then to the principal. This Note may be paid in full at any time without penalty charges. Lender reserves the right to demand payment in full or in part, together with interest accrued, at any time and for any reason as Lender deems a breach of this contract.

In the event this Note shall be in default, and collection proceedings are instituted, the then the Borrowers agree to pay all reasonable attorney fee and costs of collection. Payments not made within ten days of the due date shall be subject to a late charge of \$75.00.

The undersigned and all other parties of the Note, whether as endorsers, guarantors or sureties waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver or other indulgence by any holder or upon discharge or release of any obligor hereunder or to this Note, or upon the exchange, substitution, or release of any collateral granted a s security for this Note.

[Signature]
Borrower
[Signature]
Borrower

3/22/15
Date
3-22-15
Date

[Signature]
Witness

3/22/15
Date