

\$25.50

Danjolte

INST. NO 98

1998 APR 13 P 201 0 1 6 8 3 8



	(Space Above This i	ine For Recording Date) _	<del></del>
	DEED OF	CONTINUE.	(Page 1 of 5)
	DEED OF	TRUST	
614100-08-104652	<u> </u>		
X IF BOX IS CHECKED, T	his deed of trust is	OPEN-END AND SEC	CURES FUTURE ADVANCES.
THIS DEED OF TRUST is ma	de this 9TH day o	APRIL USBAND AND WIFE	, 19 98 , among the Grantor, AS JOINT TENANTS
herein "Borrower"), GAC	<del></del>	<del></del>	
herein "Trustee") and the Eenefic	ery. HOUSEHOLD FIN,	ANCE CORPORATION	
corporation organized and existing 400 N 48TH ST, SUITE B13.	ng under the law of	DELAWARE	whose address is
(herein "Lender").	277100017, 112 0000	<del>-</del>	<del></del>
•			
The follows	ng paragraph preceded	by a checked box is	s applicable.
		•	
WHEREAS, Borrower is	s indebted to Lender in the	ne principal sum of \$	
evidenced by Borrower's Loan.	Agreement dated		and any extensions or renewals thereof
including those pursuant to an	Renegotiable Rate Agre	ement (herein "Note	"), providing for monthly installments of
with the balance of the indebted	any adjustments to the	amount of payments	or the contract rate if that rate is variable
with the balance of the indeplet	mess, if not sooner paid, o	oue and payable on _	<del>;</del>
WHEREAS Borrower is	indebted to Lender in th	e principal sum of \$	14,000.00 or so much thereof
as may be advanced pursuant to extensions and renewals thereof	(herein "Note") movidi	Dan Agreement dated	APRIL 9, 1998 and and all ments, and interest at the rate and under
the terms specified in the Note	including any adjustment	ts in the interest rate	if that rate is variable and providing for a
credit limit stated in the princip	pal sum above and an init	ial advance of \$14,0	00.00
TO SECURE 4- 1		<del></del>	
with interest thereon at the a	er the repayment of the	indebtedness, includi	ng future advances, evidenced by the Note ments to the amount of payment or the
contract rate if that tale is vari	able) and other charges: t	he payment of all of	her sums with interest thereon advance in
secondance herewith to broted	t the security of this i	Deed of Trust: and	The performance of the convenance and
agreements of portower herein	contained, borrower, in	consideration of the	indeptedness herein regited and the terms
nerein creates, irrevocably gran	ts and conveys to I ruste	e, in trust with powe	er of sale, the following described property
located in the County of L	ANCASTER	<del></del>	State of Nebraska:
All that certain	Lot or Parcel of L	and situate in	the
County of Lancst	er and State of Net	raska, known an	đ
disignated as Lo	t 39, except that ;	portion thereof	conveyed

to Misslouri Pacific Railway Co. by Dead recorded in Book 27 at Fage 299, Hartz and Braces Subdivision of Lot 3 irregular tracts in the Northwest quarter of Section 19, Township 10 North, Range 7 east of the Sixth Principal

ORICINAL

Meridian, Lancaster County, Nebraska.

appurtenances and rents (subject however to the rights and authorities given herein to Lender to oblect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinalter referred to see the "Popular". referred to as the "Property TOGETHER with all the improvements now or hereafter exected on the property; and all easements, rights

encumbrances of record Borrower warrants and vill defend generally the title to the Property against all claims and demands, subject the Property, and that the Property wer covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey is unencumbered except for encumbrances of record. Borrower covenants that ర

1. Payment of Principal and Interest. Borrower shall promptly pay when whe have an entering indebtedness evidenced by the Note, including any variations resulting from changes in the contract rate, and other UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay w pay when due the principal and interest

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the charges as provided in the Note. or deed of trust if such ho.der is an institutional lender. Property, if any, plus one twelfth of the yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the casis of assessments and bilis and reasonable estimates thereof. Borrower shall not be obligated to make Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in Funds for Taxes and Insurance. Subject to applicable law or written waiver by Lender, Borrower shall pay to

Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply unless such agreement is made or applicable ian injuries of Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest or carnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of Borrower any interest of the Borrower and Borrow Funds are pledged as additional security for the sums secured by this Deed of Trust. the Funds showing credits and debits to the Funds and the purpose õ which each debit to the Funds was made.

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's opti-either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender Funds held by If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior Lender shal not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

Borrower under paragraph 2 hereof, then to interest payable on the Note at the applicable contract rate, and then to the principal of the Note. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehol 4. Prior Mortgages and Deeds of Trust; Charges; Liens, Borrower shall perform all of Borrower's obligations d payments or ground rents, if any.

insured against loss by fire, hazards included within the term 5. Hazerd Insurance. Borrower shall Keep the improvements now existing or hereafter erected on the Property "extended coverage," and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

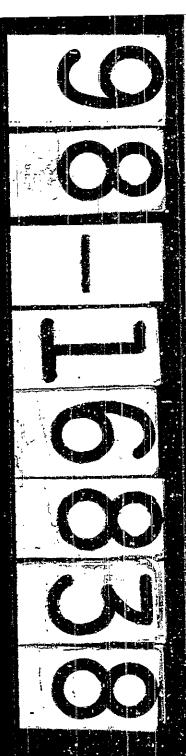
The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; or other security agreement with a lien which has priority over this Deed of Trust. provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof

of loss if not made promptly by Borrower.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be begin when the notice is given. applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance pro Property or to the sums secured by this Deed of Trust. insurance proceeds at Lender's option either to restoration or repair of the



Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sams secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower and al. other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

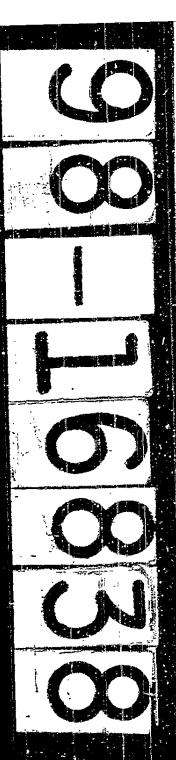
12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law; in which case, Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if requested, at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or delenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, logal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an



owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including Borrower's failure to pay, by the end of ten (10) calendar days after the date they are due, any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying. (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 Borrower of the right to reinstate after acceleration and the right to bring court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 17 to the extent permitted by applicable law.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. 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 the sale in the following order: (2) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

13. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees to the extent permitted by applicable law; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

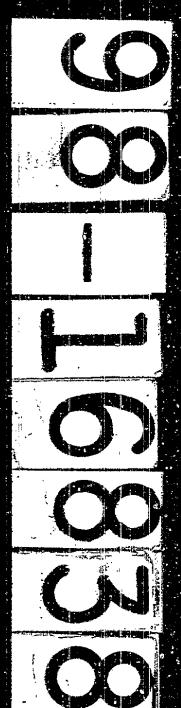
19. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration under paragraphy 17 hereof 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. All 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 attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, and, if this Deed of Trust secures a Revolving Loan Agreement, Borrower requests Lender to release this Deed of Trust, Lender shall cause this Deed of Trust to be released without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.



PEONE TEOD MOTION OF THE	•
REQUEST FOR NOTICE OF DEFAULT	
-AND FORECLOSURE UNDER SUPERIOR -	
MORTGAGES OF DEEDS OF TRUCT	

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any defau't under the superior encumbrance of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

(SEAL)

Sharan L' Johnsolu

(SEAL)

Sharon L. Schrader

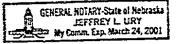
- Borrower

STATE OF Nebraska }

COUNTY OF Lancaster }

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:



Notary Public

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

(Space Below This Line Reserved For Lender and Recorder)

Return To: Household Finance Corporation 577 Lamont Road Elmhurst, IL 60126