

72-10616

STATE OF NEBRASKA)
JEFFERSON COUNTY)§ 2012-00562
Entered in Numerical Index and filed for
Record the 7th day of May A.D. 2012
At 2:58 o'clock p.m. and recorded in
MTG Record No. 216 Page 72

Sandra Stelling, County Clerk
[Signature]
Deputy County Clerk

\$ 80.50 pd Benchmark/ret: AXA Equitable
RETURN RECORDED DOCUMENT TO
AXA EQUITABLE AGRIFINANCE, LLC
4333 EDGEWOOD ROAD NE
CEDAR RAPIDS, IOWA 52499-5223
ATTN: MEGAN WICKMAN

Loan 60712134

**FORM OF NEBRASKA TRUST DEED
TRUSTOR'S WAIVER AND ACKNOWLEDGMENT
(WAIVER OF HOMESTEAD)**

The undersigned represent and warrant as true each of the following statements with regard to the attached Deed of Trust:

1. We acknowledge that we did read, sign and execute this Waiver and Acknowledgment before we signed the Deed of Trust.
2. We understand and acknowledge that we have the right to make a designation of homestead in the Deed of Trust and we hereby waive such right.
3. For so long as the Deed of Trust remains unsatisfied and a lien upon the real estate, each of us waives any right under the Nebraska Farm Homestead Protection Act to make a designation of homestead.
4. We understand and acknowledge that our execution of this Waiver and Acknowledgment constitutes the waiver of rights otherwise available for the purpose of affording us the opportunity to retain our homestead in the event of a default upon the Deed of Trust.

This Waiver and Acknowledgment is a preface to and is filed for record with and is a part of the attached Deed of Trust.

Wayne H. Milton a/k/a Wayne Milton
WAYNE H. MILTON a/k/a WAYNE MILTON, Trustor

Lorraine C. Milton a/k/a Lorri Milton
LORRAINE C. MILTON a/k/a LORRI MILTON, Trustor

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NEBRASKA DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT ("Deed of Trust") is made the 7th day of May, 2012, between WAYNE H. MILTON a/k/a WAYNE MILTON and LORRAINE C. MILTON a/k/a LORRI MILTON, husband and wife, whose chief executive office or principal residence is 802 Par 3 Drive, Friend, NE 68359, hereinafter called "Trustor," and JOHN KATELMAN, of HUSCH BLACKWELL, LLP, OMAHA, NEBRASKA, a member of the Nebraska State Bar Association, hereinafter called "Trustee," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, having its principal office and post office address at TWELFTH FLOOR, 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Beneficiary."

WITNESSETH, that the Trustor, for good and valuable consideration, including the debt and trust hereinafter mentioned and created, and the sum of one dollar to him paid by the said Trustee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, irrevocably grant, bargain and sell, convey, assign and confirm unto the said Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the terms and condition of the Deed of Trust, the following described real property ("Real Estate") situated in JEFFERSON COUNTY, NEBRASKA, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

containing 320 acres, more or less.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Trustor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Beneficiary herein); (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Trustor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all rights of homestead and homestead exemption and any surviving spouse's marital or distributive share; and (8) all other contingent rights in and to the Real Estate.

AND ALSO, Trustor, as debtor, irrevocably grants and assigns to Beneficiary, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Trustor or in which Trustor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in

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connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation pumps, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights; (c) to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (d) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (e) accounts, including without limitation all of Trustor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (f) personal property of the same general kind or class as otherwise described in this paragraph which Trustor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; (g) and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Deed of Trust shall prevent Grantor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Trustor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Beneficiary.

TO HAVE AND TO HOLD the same unto the said Trustee, his successors and assigns, forever, **IN TRUST HOWEVER**, and **WITH POWER OF SALE** hereby expressly granted unto the said Trustee, his successors, and assigns for the purpose of securing:

(a) The payment of Trustor's just indebtedness to Beneficiary in the principal sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00) for money borrowed, with interest thereon, all as evidenced by and in strict accordance with the terms of that certain promissory note, hereinafter called the "Note", bearing even date herewith made payable to the order of Beneficiary, executed by WAYNE H. MILTON a/k/a WAYNE MILTON and LORRAINE C. MILTON a/k/a LORRI MILTON, husband and wife, and providing for the payment of said indebtedness in installments, the last of which is due and payable JUNE 1, 2027, subject to acceleration of maturity on default in the payment of any installment of principal or interest or in the performance of any covenant, agreement or warranty contained in the Deed of Trust;

(b) The performance of each agreement, covenant and warranty of Trustor herein

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11. Trustor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or violate any federal, state, or local law, rule or regulation relating to the environment, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Trustor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Beneficiary and hold Beneficiary harmless against any loss, damage, or liability suffered by the Beneficiary, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the property, and Trustor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the property. Trustor will deliver promptly to the Beneficiary (i) copies of any documents received from the United States Environmental Protection Agency and/or any federal, state, county or municipal environmental or health agency concerning the Trustor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Trustor to any such agencies concerning its operations on the Real Estate. Trustor agrees that, notwithstanding any provision to the contrary in this Deed of Trust, this indemnification and hold harmless shall survive the release or reconveyance of this Deed of Trust, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Deed of Trust, or otherwise.

12. Trustor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

IN WITNESS WHEREOF, the Trustor has signed and delivered this Deed of Trust the day and year first above written.

Wayne H. Milton a/k/a Wayne Milton
WAYNE H. MILTON a/k/a WAYNE MILTON, Trustor
Lorraine C. Milton a/k/a Lorri Milton
LORRAINE C. MILTON a/k/a LORRI MILTON, Trustor

Post Office address:
802 Par 3 Drive
Friend, NE 68359

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STATE OF NEBRASKA)
COUNTY OF Thayer) SS:

The foregoing instrument was acknowledged before me on May 7, 2012, by Wayne H. Milton a/k/a Wayne Milton and Lorraine C. Milton a/k/a Lori Milton, husband and wife.



Kristin L. Timmerman
Notary Public

My commission expires: 1-31-15

Exhibit "A"

Legal Description

The South Half (S½) of Section 17, Township 2 North, Range 2 East of the 6th P.M., Jefferson County, Nebraska.

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