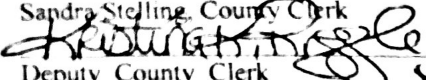


89-10610

STATE OF NEBRASKA)
JEFFERSON COUNTY)§ 2013-00660
Entered in Numerical Index and filed for
Record the 17th day of May A.D. 2013
at 4:00 o'clock p.m. and recorded in
MTG Record No. 221 Page 89
Sandra Stelling, County Clerk

Deputy County Clerk
\$ 64.00 pd Benchmark/ret: AXA X

RETURN RECORDED DOCUMENT TO
AXA EQUITABLE AGRIFINANCE, LLC
4333 EDGEWOOD ROAD NE
CEDAR RAPIDS, IOWA 52499-5223

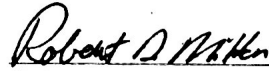
Loan 60712134-tm

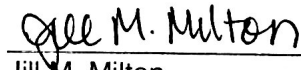
ASSUMPTORS' AND TRUSTORS' WAIVER AND ACKNOWLEDGMENT
(WAIVER OF HOMESTEAD)

The undersigned represent and warrant as true each of the following statements with regard to the attached Assumption and Modification Agreement:

1. We acknowledge that we did read, sign and execute this Waiver and Acknowledgment before we signed the Assumption and Modification Agreement.
2. We understand and acknowledge that we have the right to make a designation of homestead in the Assumption and Modification Agreement which relates to the Deed of Trust dated May 7, 2012 and recorded in Mortgage Record No. 216, Page 72 as Document 2012-00562, 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 Assumption and Modification Agreement.


Robert D Milton, Assumptor and Trustor


Jill M. Milton

ASSUMPTION AND MODIFICATION AGREEMENT

THIS AGREEMENT is made as of the 8th day of May, 2013, between AXA Equitable Life Insurance Company, a New York corporation located and having its principal office at Twelfth Floor, 1290 Avenue of the Americas, New York, New York 10104 ("Lender"), and Eric W. Milton and Robert D. Milton ("Assumptor") whose chief executive office or principal residence is P. O. Box 243, Milligan, Nebraska 68406, whether one or more.

WHEREAS, Lender is the holder of a note dated May 7, 2012, for Seven Hundred Thousand and No/100 Dollars (\$700,000.00) ("Note") made by Wayne H. Milton a/k/a Wayne Milton and Lorraine C. Milton a/k/a Lorri Milton (whether one or more, "Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") of even date therewith on real property ("Real Property") recorded in Mortgage Record No. 216, Page 72 as document 2012-00562 in the records of Jefferson County, Nebraska executed by Wayne H. Milton a/k/a Wayne Milton and Lorraine C. Milton a/k/a Lorri Milton ("Mortgagor", whether one or more) to Lender, upon which Note there is unpaid the sum of \$692,725.00 with interest on the interest bearing sum from December 1, 2012, at the rate of Four and Ninety-Five Hundredths percent (4.95%) per annum; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned;

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of one dollar duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. As a part of the consideration for this Agreement and as a part of the same transaction, the Assumptor assumes and agrees to pay the indebtedness evidenced by the Note and to be bound by and to perform all of the covenants of the Mortgage and any other documents executed by Borrower in connection with the Note and Mortgage at the time and in the same manner provided. Assumptor hereby authorizes Lender, without obtaining the signature of Assumptor, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. All of the provisions of the Note and Mortgage shall remain in full force and effect except

as herein specifically modified and this Agreement is made upon the express condition that the Assumptor is vested with the fee simple title to the Real Property covered by the Mortgage. And the said Assumptor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

3. That Borrowers and Mortgagors, Wayne H. Milton a/k/a Wayne Milton and Lorraine C. Milton a/k/a Lorri Milton are hereby released from any and all liability under the Note and Mortgage referred to above.
4. Assumptor represent and warrant that (a) Assumptor's chief executive office or principal residence is Assumptor's address set forth in the first paragraph of this Agreement and (b) Assumptor's exact legal name is as set forth in the first paragraph of this Agreement.
5. Borrower has conveyed the Real Property encumbered by the Mortgage to Assumptor. The due-on-sale clause provision of the Mortgage is hereby waived as to the transfer of the Real Property to the Assumptor but not as to any subsequent transfer.
6. Except as prohibited by applicable law, Jill M. Milton and Tara Milton ("Lienor" whether one or more) waives any right to require Lender to: (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by the maker(s) of the Promissory Note secured hereby ("Borrower") or any other guarantors or sureties ("Guarantor" whether one or more), any action or nonaction taken by Borrower, Lender, or any other Guarantor, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, or any Guarantor before proceeding against Lienor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Lienor and/or Lienor's collateral; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, the Borrower, any collateral, or any Guarantor, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Lienor also waives any and all rights or defenses arising by reason of (i) any disability or other defense of Borrower, any Guarantor or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (iii) the application of proceeds of the indebtedness by Borrower for purposes other than the purposes understood and intended by Lienor and Lender; (iv) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any Guarantor, or the indebtedness, or the loss or release of any collateral by operation of law or otherwise; (v) any statute of limitations in any action under this Deed of Trust or on the indebtedness; or (vi) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal,

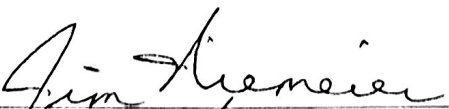
extension, acceleration, or other change in the time payment of the indebtedness is due and any change in the interest rate.

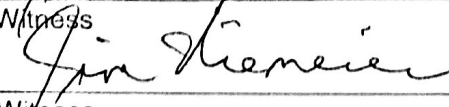
Lienor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Lienor's rights of subrogation and reimbursement against Borrower.

Lienor waives all rights and defenses that Lienor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Lienor without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower, (a) the amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (b) Lender may collect from Lienor even if Lender, by foreclosing on the real property collateral, has destroyed any right Lienor may have to collect from Borrower. This is an unconditional waiver of any rights and defenses Lienor may have because Borrower's obligation is secured by real property.

Lienor understands and agrees that the foregoing waivers are waivers of substantive rights and defenses to which Lienor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by the applicable laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Lienor acknowledges that Lienor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all indebtedness is paid in full, Lienor waives any right to enforce any remedy Lender may have against Borrower or any other guarantor, surety, or other person, and further, Lienor waives any right to participate in any collateral for the indebtedness now or hereafter held by Lender.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

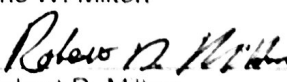


Witness


Witness

ASSUMPTOR:



Eric W. Milton


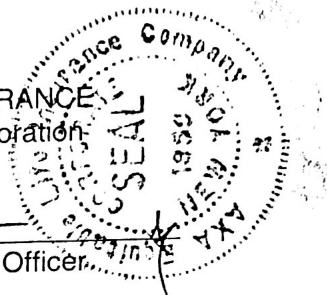
Robert D. Milton

Jim Kiemeier
Witness
Jim Kiemeier
Witness

LIENOR:
Jill M. Milton
Jill M. Milton
Tara Milton
Tara Milton

LENDER:
AXA EQUITABLE LIFE INSURANCE
COMPANY, a New York corporation

Stephen Noon
Stephen Noonan, Investment Officer



ATTEST:
Michael Mercure
Michael Mercure, Investment Officer

CONSENTED TO BY MORTGAGOR AND
BORROWER:

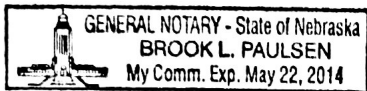
Debra Blue
Witness
Kerry Rockenbach
Witness

Wayne H. Milton
Wayne H. Milton a/k/a Wayne Milton
Lorraine C. Milton
Lorraine C. Milton a/k/a Lorri Milton

STATE OF NEBRASKA)
COUNTY OF Saline) SS.

I, Brook L. Paulsen, a notary public in and for said county and state, do hereby certify that on this 9th day of May, 2013, personally appeared before me the within named Eric W. Milton to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



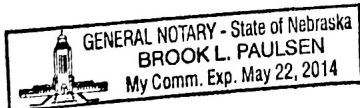
Brook L. Paulsen
Notary Public

My commission expires: 5/22/2014

STATE OF NEBRASKA)
COUNTY OF Saline) SS.

I, Brook L. Paulsen, a notary public in and for said county and state, do hereby certify that on this 9th day of May, 2013, personally appeared before me the within named Robert D. Milton to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



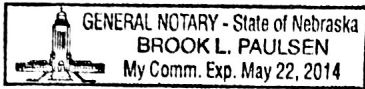
Brook L. Paulsen
Notary Public

My commission expires: 5/22/2014

STATE OF NEBRASKA)
) SS.
COUNTY OF Saline)

I, Brook L. Paulsen, a notary public in and for said county and state, do hereby certify that on this 9th day of May, 2013, personally appeared before me the within named Jill M. Milton to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



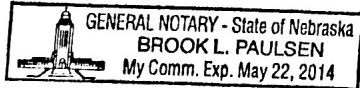
Brook L. Paulsen
Notary Public

My commission expires: 5/22/2014

STATE OF NEBRASKA)
) SS.
COUNTY OF Saline)

I, Brook L. Paulsen, a notary public in and for said county and state, do hereby certify that on this 9th day of May, 2013, personally appeared before me the within named Tara Milton to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



Brook L. Paulsen
Notary Public

My commission expires: 5/22/2014

STATE OF IOWA)
) SS.
COUNTY OF LINN)

I, Terry L. McClain, a notary public in and for said county and state, do hereby certify that on this 23 day of April, 2013, personally appeared Stephen Noonan and Michael Mercure, to me personally known, who, being by me duly sworn, did say that they are the Investment Officers of AXA Equitable Life Insurance Company, the corporation that executed the within instrument; that the seal affixed hereto is the seal of said corporation; that they signed and sealed said instrument on behalf of said corporation by authority of its board of directors; and that they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.



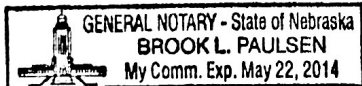
My commission expires:

Terry L. McClain
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF Saline)

I, Brook L. Paulsen, a notary public in and for said county and state, do hereby certify that on this 8th day of May, 2013, personally appeared before me the within named Wayne H. Milton a/k/a Wayne Milton and Lorraine C. Milton a/k/a Lorri Milton to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



My commission expires: May 22, 2014

Brook L. Paulsen
Notary Public

Exhibit "A"

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