

STATE OF NEBRASKA)

JEFFERSON COUNTY)§ 2014-01215

Entered in Numerical Index and filed for
Record the 31st day of Oct A.D. 2014
At 11:37 o'clock a.m. and recorded in
MTG Record No. 226 Page 143

Sandra Stelling, County Clerk
Kristina King
Deputy County Clerk

\$106.00 pd Abstract & Title

RETURN RECORDED DOCUMENT TO
AXA Equitable AgriFinance, LLC
Attn: Steven Traynor - at
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

X
12

Loan 60714259

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FILING

PREFACE

Written Acknowledgement of Waiver of Right. Grantor understands that Grantor has the right to make a designation of homestead pursuant to the Farm Homestead Protection Act. And that the execution of this Acknowledgment constitutes the waiver of rights, pursuant to Neb. Rev. Stat. § 76-1904, otherwise available for the purpose of affording the Grantor the opportunity to retain Grantor's homestead in the event of a default upon this Deed of Trust. This Written Acknowledgement of Waiver of Right is executed as of Oct 30, 2014.

Robert D. Milton

Robert D. Milton

Jill M. Milton

Jill M. Milton

Eric W. Milton

Eric W. Milton

Tara L. Milton

Tara L. Milton

- 0-211 -

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FILING**

**THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
FIXTURE FILING ("Deed of Trust")** is made the 30th day of October,
2014, among Robert D. Milton and Jill M. Milton, husband and wife, whose principal residence is
950 Cherry Street, Friend, NE 68359, and Eric W. Milton and Tara L. Milton, husband and wife,
whose principal residence is 723 Q Street Milligan, NE 68406, hereinafter called "**Grantor**,"
Stewart Title Guaranty Company, a Texas corporation whose address is 413 D Street, Fairbury,
NE 68352 ("**Trustee**"), and AXA Equitable Life Insurance Company, a corporation, organized
and existing under the laws of the State of New York, whose address is Twelfth Floor, 1290
Avenue of the Americas, New York, New York 10104, hereinafter called "**Lender**."

WHEREAS, Robert D. Milton and Eric W. Milton ("**Borrower**") are justly indebted to the
Lender in the sum of One Million Three Hundred Sixty-Eight Thousand Dollars (\$1,368,000.00)
("**Loan**") with interest, all as set forth in that certain promissory note (as may be amended,
modified, restated or replaced from time to time, the "**Note**") of even date herewith maturing
December 1, 2034.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that, to secure (i) the
payment of the principal of and interest on the Note, (ii) the performance and observance of the
covenants, conditions, agreements, representations, warranties and other liabilities and
obligations of Grantor or any other obligor to or benefiting Lender which are evidenced or
secured by or otherwise provided in the Note, this Deed of Trust or any of the other loan
documents delivered by Grantor or any other obligor in favor of Lender in connection with the
Loan (collectively, the "**Loan Documents**"); and (iii) the reimbursement to Lender of any and all
sums incurred, expended or advanced by Lender pursuant to any term or provision of or
constituting additional indebtedness under or secured by this Deed of Trust, any of the other
Loan Documents, and in consideration of the premises, the Grantor by these presents does
grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the
Trustee, **IN TRUST, WITH POWER OF SALE**, the following described real estate ("**Real
Estate**") situate in Jefferson County, State of Nebraska, to wit:

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

Jill M. Milton and Tara L. Milton join in the execution of this instrument in consideration
for the extension of credit to their spouses and solely for the purpose of releasing and
relinquishing all of their right, title, and interest, if any, to the property described in this
instrument. To the extent it is deemed, by operation of law or otherwise, that such right, title,
and interest cannot be waived and released, then Jill M. Milton and Tara L. Milton each hereby
conveys to the Lender all of her right, title, and interest, if any, to the property described in this
instrument.

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) Grantor's interest as lessor in all leases (including, but not limited to,
oil, gas and mineral leases) now or hereafter 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

RDm
Jm

Any default in the performance of the terms and conditions of the 60712134 Note shall constitute a default in the performance of the terms and conditions of the Note. In the event of any default in the payment or performance of the terms and provisions of the 60712134 Note, Lender shall be entitled to exercise any and all default remedies set forth herein and/or in any of the documents securing the Note arising from any default in the performance of the terms and conditions of the Note.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Deed of Trust as of the day and year first above written.

"THE TERMS OF THIS DEED OF TRUST ARE AMENDED BY A NEBRASKA DEED OF TRUST ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF"

Robert D. Milton
Robert D. Milton
Jill M. Milton
Jill M. Milton
Eric W. Milton
Eric W. Milton
Tara L. Milton
Tara L. Milton

STATE OF NEBRASKA)
COUNTY OF Saline) SS.

I, Michael B Call a notary public in and for said county and state, do hereby certify that on this 30th day of October, 2014, personally appeared before me the within named Robert D. and Jill M. Milton, husband and wife, to me known to be the individuals described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL) 

Michael B Call
Notary Public

My commission expires:

-143-13-

H-E-H

STATE OF NEBRASKA)
COUNTY OF Saline) SS.

Michael B. Call, a notary public in and for said county and state, do hereby certify that on this 30 day of October, 2014, personally appeared before me the within named Eric W. and Tara L. Milton, husband and wife, to me known to be the individuals described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



Michael B Call
Notary Public

My commission expires:

Tax statements for the real property described in this instrument should be sent to:

Eric W. Milton
723 Q Street
Milligan, NE 68406

This document drafted by:
Steven Traynor - at
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

EM

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) North, Range Two (2) East of the Sixth PM, Jefferson County, Nebraska.

Parcel 2:

The South Half (S $\frac{1}{2}$) of Section Seventeen (17), Township Two (2) North, Range Two (2) East of the Sixth PM, Jefferson County, Nebraska.

*RDM
EWR*

-143-15-