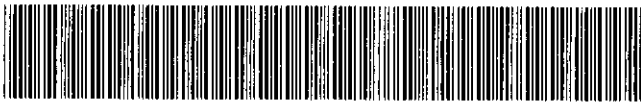


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MTG 2005102919



AUG 22 2005 08:48 P 2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/22/2005 08:48:20.37



2005102919

Deed of Trust (2005-1)

This Deed, Made and entered into this 1st day of April, 2005, by and between GRANTOR: Kenn A Maples and Lani K. Maples, husband and wife and residents of Clay County Missouri, parties of the first part, and GRANTEE: M. K. Maples and Dorothy F. Maples, parties of the second part, and, of James B Maples AS TRUSTEE, party of the third part, whose mailing address is 15822 County Rd C. Kearney, Mo 6406.

WITNESSETH: That the party or parties of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party or

parties of the second part of the following described Real Estate situate in the County of Douglas, in the State of Nebraska.:

Lot 8 and 9, block 22, Walnut Hill, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska

and possession of said premises now delivered unto said party or parties of the second part.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the said party or parties of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors forever:

NOW THEREFORE, If the said party or parties of the first part, or anyone for them shall well and truly pay off and discharge the debt and interest expressed in the said Note dated 4/1/2005 in the amount of \$68,838.04 and every part thereof, when the same becomes due and payable, according to the true tenor, date and effect of said Note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of said party or parties of the first part; but should the said first party or parties fail or refuse to pay the said debt or the said interest or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said Note, then the whole shall become due and payable and this deed shall remain in force, and the said party or parties of the second part may proceed to sell the property hereinbefore described or any part thereof, at public venue to the highest bidder at the Douglas County Court House steps in for cash, first giving 21 days public notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the County of Douglas and upon such sale shall execute and deliver a deed in FEE SIMPLE of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee, in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money and the execution of the deed to the purchaser shall be received as

mtg
2/2 ✓

FEE 11.00 FB 10-40580
BKP _____ C/O _____ COMP JK
DEL _____ SCAN _____ FV _____

✓ 6639 / 6632

