

Pages 5 Doc Tax \$ \_\_\_\_\_ EX # \_\_\_\_\_  
Fee Amt \$ 25.50 Ck Pd \$ 25.50  
Cash PD \$ \_\_\_\_\_ Refund \$ \_\_\_\_\_  
Paid by #67 SOUTHWEST Ck # 281612  
\_\_\_\_\_ Ck # \_\_\_\_\_  
CUSTOMER CODE \_\_\_\_\_  
RETURN TO #67 SOUTHWEST FINANCIAL  
( ENVELOPE ) \_\_\_\_\_ SVS.

State of Nebraska Gage County ss. Entered in  
Numerical Index and filed for record the  
15th day of April, 2009  
at 12:45 o'clock P. M., and recorded as  
INSTRUMENT NO **2009-1219**

**2009-1219**

9-4-5

*Ruth E. Sierra*  
Register of Deeds  
By \_\_\_\_\_ Deputy

TRACT INDEX   
COMPUTER   
COMPARED \_\_\_\_\_  
PAGED \_\_\_\_\_

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

**RETURN TO:**

**RETURN TO:**  
SOUTHWEST FINANCIAL SERVICES, LLC  
P.O. BOX 800  
CINCINNATI, OH 45273-0800

**CHECK NUMBER**

\_\_\_\_\_

**2009- 1219**

Prepared By:  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202



014616601-000034682

Return To (name and address):  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202

State of Nebraska

Space Above This Line For Recording Data

## DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is .....03/25/2009.....  
The parties and their addresses are:

**TRUSTOR:**  
HARLAN L. SCHMIDT and TAMELA SCHMIDT, Husband and Wife.

If checked, refer to the attached Addendum incorporated herein, for additional acknowledgments.

Trustors, their signatures and

**TRUSTEE:**  
U.S. Bank Trust Company, National Association,  
a national banking association organized under the laws of the United States  
111 SW Fifth Avenue  
Portland, OR 97204

**BENEFICIARY:**  
U.S. Bank National Association ND,  
a national banking association organized under the laws of the United States  
4325 17th Avenue SW  
Fargo, ND 58103

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property:  
See attached Exhibit "A"

The property is located in .GAGE COUNTY..... at .....  
(County)  
.20445.103RD.RD.SW., DE.WITT....., Nebraska .....68341-4169..  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ .58,500.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the *final maturity date of such debt(s).*)  
Borrower(s): HARLAN SCHMIDT and TAMELA SCHMIDT  
Principal/Maximum Line Amount: 58,500.00  
Maturity Date: 04/05/2034  
Note Date: 03/25/2009
  - B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt executed by Trustor in favor of Beneficiary after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
  - C. All other obligations Trustor owes to Beneficiary, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
  - D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Security Instrument.

In the event that Beneficiary fails to provide any required notice of the right of rescission, Beneficiary waives any subsequent security interest in the Trustor's principal dwelling that is created by this Security Instrument.

5. **MASTER FORM.** By the delivery and execution of this Security Instrument, Trustor agrees that all provisions and sections of the master form Deed of Trust (Master Form), inclusive, dated .....08/31/2007..... and recorded as Recording Number ..... or Instrument Number .2007-3406..... in Book ..... at Page(s) ..... of the Official Records in the Office of the Register of Deeds of .GAGE..... County, Nebraska, are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.

6.  **CONSTRUCTION LOAN.** This Security Instrument is a construction security interest which secures an obligation incurred for the construction of an improvement on the Property.

**SIGNATURES:** By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

*Harlan L. Schmidt*  
.....  
(Signature) HARLAN L. SCHMIDT

(Date) 3-25-09

*Tamela Schmidt*  
.....  
(Signature) TAMELA SCHMIDT

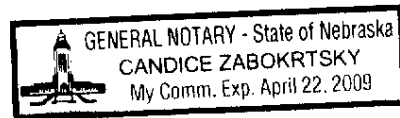
(Date) 3-25-09

**ACKNOWLEDGMENT:**

(Individual) STATE OF *Nebraska* COUNTY OF *gage* } ss.  
This instrument was acknowledged before me this *21st* day of *March*, 2009,  
by *HARLAN L. SCHMIDT and TAMELA SCHMIDT, Husband and Wife*  
My commission expires:

*4-22-09*

*Candice Zabokrtsky*  
.....  
(Notary Public)



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**EXHIBIT "A" LEGAL DESCRIPTION**

Account #: 14616601  
Order Date : 03/17/2009  
Reference : 20090761435340  
Name : HARLAN SCHMIDT  
TAMELA SCHMIDT  
Deed Ref : N/A

Index #:  
Parcel #: 000597000

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**SITUATED IN GAGE COUNTY, NEBRASKA:**

**A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH RANGE 5 EAST OF THE 6TH P.M. GAGE COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 167.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 402 FEET TO A POINT; THENCE WESTERLY ALONG A LINE BEARING 90 DEGREES RIGHT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 542 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE 542 FEET WESTERLY FROM AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 402 FEET TO A POINT; THENCE EASTERLY ALONG A LINE BEARING 90 DEGREES RIGHT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 542 FEET MORE OR LESS TO THE POINT OF BEGINNING.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 245, PAGE 389, OF THE GAGE COUNTY, NEBRASKA RECORDS.**

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