

TRACT INDEX \_\_\_\_\_  
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PAGED \_\_\_\_\_

State of Nebraska Gage County ss. Entered  
Numerical Index and filed for record the  
28 day of Apr, 2015  
at 01:32 o'clock PM, and recorded as  
INSTRUMENT NO. **2015-01213**



Register of Deeds

Pages 15 By PJ  
Recording Fees \$94.00  
Totals Fees \$94.00

**WHEN RECORDED MAIL TO:**

First State Bank Nebraska  
Cortland Branch  
223 W. 4th Street  
P.O. Box 202  
Cortland, NE 68331

FOR RECORDER'S USE ONLY

**DISCLAIMER OF HOMESTEAD**

Executed pursuant to Section 4(3)(a) and (b) of the  
Farm Homestead Protection Act

GRANTOR: Janice P. Schmidt Revocable Trust dated January 15, 2004; Craig E Schmidt; Rachelle A Schmidt; Charles E Schmidt; and Janice P. Schmidt

LENDER: First State Bank Nebraska

LENDER'S ADDRESS: Cortland Branch, 223 W. 4th Street, P.O. Box 202, Cortland, NE 68331

PROPERTY LEGAL DESCRIPTION: Located in Gage County, State of Nebraska:

AN UNDIVIDED 70% INTEREST IN AND TO:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIX (6) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M., GAGE COUNTY, NEBRASKA,

EXCEPT: THAT PART DEEDED TO THE COUNTY OF GAGE, BOOK 188, PAGE 681, RECORDS OF GAGE COUNTY, NEBRASKA AND

EXCEPT: A TRACT OF LAND LOCATED IN THE EAST HALF (E1/2) OF SECTION ONE (1), TOWNSHIP SIX (6) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M., GAGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF (E1/2) OF SAID SECTION ONE (1); THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID SECTION ONE (1) N01°17'15"W (NEBRASKA STATE COORDINATE SYSTEM OF 1983 BEARING) A DISTANCE OF 59.40 FEET TO A POINT ON THE NORTHERLY LINE OF GAGE COUNTY HIGHWAY RIGHT OF WAY AS RECORDED IN GAGE COUNTY REGISTER OF DEEDS, DEED BOOK 188, PAGE 681, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 541.00 FEET TO A POINT; THENCE EASTERLY S86°51'50"E A DISTANCE OF 220.00 FEET TO A POINT; THENCE SOUTHEASTERLY S31°31'21"E A DISTANCE OF 601.00 FEET MORE OR LESS TO A POINT ON THE SAID NORTHERLY LINE OF THE GAGE COUNTY HIGHWAY RIGHT OF WAY; THENCE WESTERLY S88°11'13"W ALONG THE SAID NORTHERLY LINE OF THE GAGE COUNTY HIGHWAY RIGHT OF WAY, A DISTANCE OF 522.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as SW1/4 NE1/4 E1/4 1-6-6 (191ACRES), ., NE. The Real Property tax identification number is 002560100.

GRANTOR, Janice P. Schmidt Revocable Trust dated January 15, 2004; Craig E Schmidt; Rachelle A Schmidt; Charles E Schmidt; and Janice P. Schmidt, GRANTOR, hereby states that no part of Grantor's homestead is presently, or in the future will be, situated upon the real estate described in the Deed of Trust.

Grantor also understands that if Grantor establishes a homestead on any part of the real estate during the time the

INSTRUMENT NO. **2015-01213**

FARM HOMESTEAD PROTECTION ACT DOCUMENT  
(Continued)

Loan No: 60051582

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Deed of Trust remains unsatisfied and a lien upon the real estate, there will be no right to make a designation of homestead in the event of a trustee's sale upon such Deed of Trust.

Further, Grantor acknowledges that Grantor has had an opportunity to read the proposed Deed of Trust with power of sale and that Grantor is signing this Document first before signing the Deed of Trust.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS FARM HOMESTEAD PROTECTION ACT DOCUMENT. THIS DOCUMENT IS EXECUTED ON APRIL 22, 2015.

GRANTOR:

JANICE P. SCHMIDT REVOCABLE TRUST DATED JANUARY 15, 2004

By: Janice P. Schmidt  
Janice P. Schmidt, Trustee of Janice P. Schmidt Revocable Trust  
dated January 15, 2004

X Craig E. Schmidt  
Craig E. Schmidt, Individually

X Rachelle A. Schmidt  
Rachelle A. Schmidt, Individually

X Charles E. Schmidt  
Charles E. Schmidt, Individually

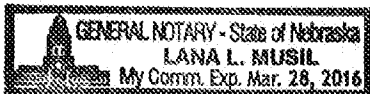
X Janice P. Schmidt  
Janice P. Schmidt, Individually

TRUST ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Gage )

On this 22nd day of April, 2015, before me, the undersigned Notary Public, personally appeared Janice P. Schmidt, Trustee of Janice P. Schmidt Revocable Trust dated January 15, 2004, and known to me to be an authorized trustee or agent of the trust that executed the Farm Homestead Protection Act Document and acknowledged the Document to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Document and in fact executed the Document on behalf of the trust.

By Lana L. Musil  
Printed Name: Lana L. Musil  
Notary Public in and for the State of NE  
Residing at \_\_\_\_\_  
My commission expires 3-28-16



FARM HOMESTEAD PROTECTION ACT DOCUMENT  
(Continued)

Loan No: 60051582

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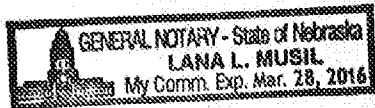
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska )  
 )  
 ) SS  
COUNTY OF Gage )

On this day before me, the undersigned Notary Public, personally appeared Craig E Schmidt; Rachelle A Schmidt; Charles E Schmidt; and Janice P. Schmidt, to me known to be the individuals described in and who executed the Farm Homestead Protection Act Document, and acknowledged that they signed the Document as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of April, 2015.

By Lana L Musil  
Printed Name: Lana L. Musil  
Notary Public in and for the State of NE  
Residing at \_\_\_\_\_  
My commission expires 3-28-16



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Space Above This Line For Recording Data

Return To: FIRST STATE BANK NEBRASKA, 223 W. 4th Street, P.O. Box 202, Cortland, NE 68331

LEGAL DESCRIPTION OF LAND: See Exhibit A, attached

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, AND  
FIXTURE FILING**  
(With Future Advance Clause)

THIS DEED OF TRUST ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE  
FILING UNDER THE UCC

SEE INTRODUCTION FOR ADDRESS OF TRUSTOR, TRUSTEE AND LENDER

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**MAXIMUM LIEN.** The lien of this Deed of Trust must not exceed at any one time \$950,000.00, any limitation does not include interest and other fees and charges validly made pursuant to this security instrument. The limitation also does not apply to advances made under the terms of this security instrument to protect Lender's security and to perform any of the covenants contained in this security instrument.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Deed of Trust"), is dated April 22, 2015, by and between the following parties:

**TRUSTOR (Grantor)**

Janice P. Schmidt Revocable Trust dated January  
15, 2014,

330 N. Oak Street, Clatonia, NE 68328;

Craig E. Schmidt and Rachelle A. Schmidt,  
husband and wife,

678 S. 25 Road, Cortland, NE 68331; and

Charles E. Schmidt and Janice P. Schmidt,  
husband and wife

330 N. Oak Street, Clatonia, NE 68328

**TRUSTEE**

First State Bank Nebraska  
223 W. 4th Street, P.O. Box 202  
Cortland, NE 68331

**BENEFICIARY (referred to below sometimes as "LENDER")**

First State Bank Nebraska  
223 W. 4th Street, P.O. Box 202  
Cortland, NE 68331

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts (defined below) and Trustor's performance under this Deed of Trust, Trustor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the real estate located in Gage County, Nebraska, legally described on EXHIBIT A (the "Land"):

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the Land (collectively referred to as the "Property"). This Deed of Trust will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. FIXTURE FILING.** This Deed of Trust constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code of the State of Nebraska, covering any Property which now is or later may become a fixture attached to the Land or any buildings, structures, or improvements on the Land. For this purpose, the "debtor" is Trustor, the "Secured Party" is Lender, and the collateral is the Property.

**3. SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Deed of Trust will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements thereto: The Promissory Note, dated April 22, 2015, from Craig E. Schmidt and Rachelle A. Schmidt, husband and wife ("Borrower"), as maker, to Lender, as payee, with an initial principal balance of \$325,000.00 (the "Note").

**B. Future Advances.** All future advances from Lender to Borrower, under the Specific Debts executed by Borrower in favor of Lender after this Deed of Trust. If more than one person signs this Deed of Trust, each agrees that this Deed of Trust will secure all future loans or advances that are given to Borrower either individually or with others who may not sign this Deed of Trust. All future advances are secured by this Deed of Trust even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Deed of Trust. Nothing in this Deed of Trust shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Trustor's principal dwelling that is created by this Deed of Trust. This Deed of Trust will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

**C. All Debts.** All present and future debts from Borrower to Lender, even if this Deed of Trust is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Deed of Trust, each agrees that it will secure debts incurred either individually or with others who may not sign this Deed of Trust. Nothing in this Deed of Trust constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Trustor's principal dwelling that is created by this Deed of Trust. This Deed of Trust will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Deed of Trust will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Deed of Trust will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

**D. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Deed of Trust.

**E. All Obligations.** Performance of any and all obligations under any promissory note from Borrower to Lender, any Related Documents, and this Deed of Trust. The term "Related Documents" shall mean all (whether executed by one or both of the undersigned) promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages and all other instruments, agreements and documents, whether now or hereafter existing executed in connection with the loan evidenced by, without limitation, the Promissory Note and this Deed of Trust.

**4. PAYMENTS.** Trustor agrees that all payments under or related to the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts, the Note, this Deed of Trust, and any Related Documents.

**5. WARRANTY OF TITLE.** Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Trustor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Trustor agrees:

**A.** To make all payments when due and to perform or comply with all covenants.

**B.** To promptly deliver to Lender any notices that Trustor receives from the holder.

**C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Trustor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Trustor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property outside the normal course of

Trustor's business. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Trustor has the right and authority to enter into this Deed of Trust. The execution and delivery of this Deed of Trust will not violate any agreement governing Trustor or to which Trustor is a party.

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor will not commit or allow any waste, impairment, or deterioration of the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Trustor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Trustor will notify Lender of all demands, proceedings, claims, and actions against Trustor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Trustor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Trustor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Trustor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Trustor will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Trustor fails to perform any duty or any of the covenants contained in this Deed of Trust, Lender may, without notice, perform or cause them to be performed. Trustor appoints Lender as attorney in fact to sign Trustor's name or pay any amount necessary for performance. Lender's right to perform for Trustor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Deed of Trust. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following Property (the "Assignment").

**A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

**B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Trustor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, the Assignment will also be regarded as a security agreement. Trustor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default. Trustor will not collect in advance any Rents due in

future lease periods, unless Trustor first obtains Lender's written consent. Upon default, Trustor will receive any Rents in trust for Lender and Trustor will not commingle the Rents with any other funds. When Lender so directs, Trustor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Trustor agrees that this Deed of Trust is immediately effective between Trustor and Lender and effective as to third parties on the recording of this Deed of Trust. As long as the Assignment is in effect, Trustor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Trustor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Trustor or any party to the Lease defaults or fails to observe any applicable law, Trustor will promptly notify Lender. If Trustor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Trustor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Trustor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Trustor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**13. DEFAULT.** Trustor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Any default under the Promissory Note.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Trustor, Borrower, or any co-signer, endorser, surety or guarantor of this Deed of Trust or any other obligations Borrower has with Lender.

**C. Death or Incompetency.** Trustor dies or is declared legally incompetent.

**D. Failure to Perform.** Trustor fails to perform any condition or to keep any promise or covenant of this Deed of Trust.

**E. Other Documents.** A default occurs under the terms of any of the Related Documents or other document relating to the Secured Debts.

**F. Other Agreements.** Trustor is in default on any other debt or agreement Trustor has with Lender, including any of the Related Documents or a Hedging Agreement.

**G. Misrepresentation.** Trustor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Trustor fails to satisfy or appeal any judgment against Trustor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Trustor changes Trustor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Trustor transfers all or a substantial part of Trustor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.



**M. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Trustor's financial condition from the conditions set forth in Trustor's most recent financial statement before the date of this Deed of Trust or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**14. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Trustor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Trustor's default.

Subject to any right to cure, required time schedules or any other notice rights Trustor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Deed of Trust in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Trustor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Deed of Trust or any other document relating to the Secured Debts. Trustor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Deed of Trust. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Trustor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Trustor.

**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response,

Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Trustor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Trustor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Trustor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Trustor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Trustor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Trustor or any tenant of any Environmental Law. Trustor will immediately notify Lender in writing as soon as Trustor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

**E.** Except as previously disclosed and acknowledged in writing to Lender, Trustor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

**F.** Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

**G.** Trustor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

**H.** Trustor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Trustor and any tenant are in compliance with applicable Environmental Law.

**I.** Upon Lender's request and at any time, Trustor agrees, at Trustor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

**J.** Lender has the right, but not the obligation, to perform any of Trustor's obligations under this section at Trustor's expense.

**K.** As a consequence of any breach of any representation, warranty or promise made in this section, (1) Trustor will indemnify and hold Lender and Lender's successors or assigns harmless from and

against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Deed of Trust and in return Trustor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Deed of Trust.

L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**17. CONDEMNATION.** Trustor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Trustor authorizes Lender to intervene in Trustor's name in any of the above described actions or claims. Trustor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Trustor agrees to keep the Property insured against the risks reasonably associated with the Property. Trustor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Deed of Trust. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Trustor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Trustor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Trustor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Trustor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Trustor will immediately notify Lender of cancellation or termination of insurance. If Trustor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Trustor will pay for the insurance on Lender's demand. Lender may demand that Trustor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Trustor, may be written by a company other than one Trustor would choose, and may be written at a higher rate than Trustor could obtain if Trustor purchased the insurance. Trustor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

**19. ESCROW FOR TAXES AND INSURANCE.** Trustor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon

Trustee by this Deed of Trust and applicable law, including, without limitation, the right to appoint a successor or substitute trustee at any time and from time to time.

**21. APPLICABLE LAW.** This Deed of Trust is governed by the laws of Nebraska, without giving effect to any provisions or principles of conflicts of law, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Trustor's obligations under this Deed of Trust are independent of the obligations of any other Trustor. Lender may sue each Trustor individually or together with any other Trustor. Lender may release any part of the Property and Trustor will still be obligated under this Deed of Trust for the remaining Property. Trustor agrees that Lender and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust will bind and benefit the successors and assigns of Lender and Trustor.

**23. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Deed of Trust may not be amended or modified by oral agreement. No amendment or modification of this Deed of Trust is effective unless made in writing and executed by Trustor and Lender. This Deed of Trust and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Deed of Trust is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**24. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust.

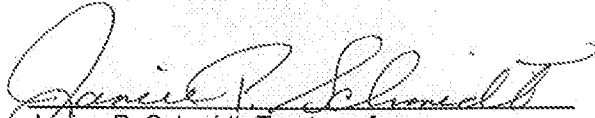
**25. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the introductory paragraph above, or to any other address designated in writing. Notice to one Trustor will be deemed to be notice to all Trustors. Trustor will inform Lender in writing of any change in Trustor's name, address or other application information. Trustor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Trustor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Deed of Trust. Trustor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Trustor's obligations under this Deed of Trust and to confirm Lender's lien status on any Property, and Trustor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

*[Signature Page Follows]*

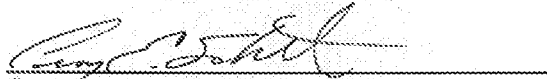
*[Remainder of Page Left Intentionally Blank]*

**SIGNATURES.** By signing, Trustor agrees to the terms and covenants contained in this Deed of Trust. Trustor also acknowledges receipt of a copy of this Deed of Trust.

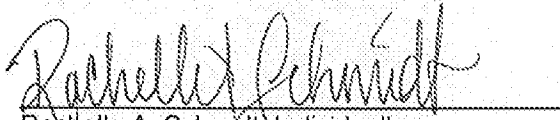
**TRUSTOR:**

  
Janice P. Schmidt, Trustee of  
JANICE P. SCHMIDT REVOCABLE TRUST  
DATED JANUARY 15, 2014


Date 4-22-15

  
Craig E. Schmidt, Individually


Date 4-22-15

  
Rachelle A. Schmidt, Individually

Date 4-22-15

  
Charles E. Schmidt, Individually

Date 4-22-15

  
Janice P. Schmidt, Individually

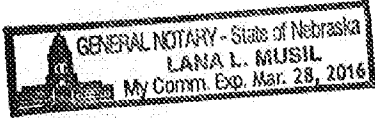
Date 4-22-15

STATE OF NEBRASKA )  
COUNTY OF Gage ) ss.

This instrument was acknowledged before me this 22nd day of April, 2015, by Janice P. Schmidt, Trustee of Janice P. Schmidt Revocable Trust dated January 15, 2014.

My commission expires:

Lana L. Musil  
(Notary Public)

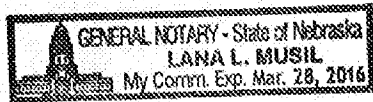


STATE OF NEBRASKA )  
COUNTY OF Gage ) ss.

This instrument was acknowledged before me this 22nd day of April, 2015, by Craig E. Schmidt and Rachelle A. Schmidt, a married couple, husband and wife.

My commission expires:

Lana L. Musil  
(Notary Public)

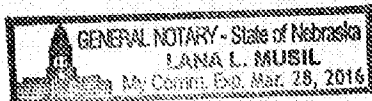


STATE OF NEBRASKA )  
COUNTY OF Gage ) ss.

This instrument was acknowledged before me this 22nd day of April, 2015, by Charles E. Schmidt and Janice P. Schmidt, a married couple, husband and wife.

My commission expires:

Lana L. Musil  
(Notary Public)



**EXHIBIT A**  
**Legal Description Property**

**AN UNDIVIDED 70% INTEREST IN AND TO:**

**THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIX (6) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M., GAGE COUNTY, NEBRASKA, EXCEPT: THAT PART DEEDED TO THE COUNTY OF GAGE, BOOK 188, PAGE 681, RECORDS OF GAGE COUNTY, NEBRASKA AND**

**EXCEPT: A TRACT OF LAND LOCATED IN THE EAST HALF (E1/2) OF SECTION ONE (1), TOWNSHIP SIX (6) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M., GAGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF (E1/2) OF SAID SECTION ONE (1); THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID SECTION ONE (1) N01°17'15"W (NEBRASKA STATE COORDINATE SYSTEM OF 1983 BEARING) A DISTANCE OF 59.40 FEET TO A POINT ON THE NORTHERLY LINE OF GAGE COUNTY HIGHWAY RIGHT OF WAY AS RECORDED IN GAGE COUNTY REGISTER OF DEEDS, DEED BOOK 188, PAGE 681, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 541.00 FEET TO A POINT; THENCE EASTERLY S86°51'50"E A DISTANCE OF 220.00 FEET TO A POINT; THENCE SOUTHEASTERLY S31°31'21"E A DISTANCE OF 601.00 FEET MORE OR LESS TO A POINT ON THE SAID NORTHERLY LINE OF THE GAGE COUNTY HIGHWAY RIGHT OF WAY; THENCE WESTERLY S88°11'13"W ALONG THE SAID NORTHERLY LINE OF THE GAGE COUNTY HIGHWAY RIGHT OF WAY, A DISTANCE OF 522.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.**