

1599  
10-5-5

PREFACE TO TRUST DEED

~~xx~~ A. **Disclaimer of Right to Designate Homestead.** No part of the undersigned's homestead is presently, or in the future will be, situated upon the real estate described in the attached Trust Deed and the undersigned understands that if he or she establishes a homestead on any part of the real estate during the time the Trust Deed remains unsatisfied and a lien upon the real estate, there shall be no right to make a designation of homestead in the event of foreclosure or trustee's sale upon such Trust Deed. The undersigned disclaim their right to designate a homestead. (If more than one parcel of real estate is described in the attached Trust Deed, this Disclaimer applies to parcel(s) \_\_\_\_\_.)

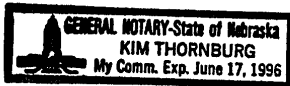
() B. **Waiver of Right to Designate Homestead.** The undersigned understand that they have a right to make a designation of homestead in the attached Trust Deed and that by executing this waiver, they are waiving rights otherwise available for the purpose of affording them the opportunity to retain their homestead in the event of default upon the Trust Deed. (If more than one parcel of land is described in the attached Trust Deed, this Waiver applies to parcel \_\_\_\_\_.)

Alan Holsing  
Alan Holsing  
Sheri Holsing  
Sheri Holsing

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF Gage )

The foregoing instrument was acknowledged before me on May 23, 1994  
by Alan Holsing & Sheri Holsing, Husband and Wife.

Kim Thornburg  
Notary Public



FEE: \$25.50 Paid & Return to  
ATT Title Co., Beatrice, Ne 68310

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 23rd day of May, 1994.. at 3:00 o'clock P. M., and recorded in Book 266, of MORTGAGES..... on page 454 thru 458.....  
F. E. Aiemma  
Register of Deeds

NVM  
ALPHA  
PAGED

NOTIFICATION OF USE OF TRUST DEED TO SECURE PERFORMANCE OF OBLIGATION

The undersigned hereby acknowledges and understands that the document to be executed by the undersigned is a trust deed and not a mortgage, and that the power of sale provided for in the trust deed provides substantially different rights and obligations to the trustor than a mortgage in the event of a default or breach of obligation.

Dated and executed on the 16th day of May, 1994, prior to execution of the following Trust Deed.

Alan Holsing (signature)

Sheri Holsing (signature)

TRUST DEED

THIS TRUST DEED, made this 16th day of May, 1994

by and among Alan Holsing & Sheri Holsing, Husband and Wife

whose mailing address is R.R. 1, Box 105, DeWitt, Ne. 68341

(herein "Trustor"); and UNION BANK & TRUST CO.

whose mailing address is P.O. Box 6155, Lincoln, NE 68506

(herein "Trustee"); and UNION LOAN, INC.

whose mailing address is P.O. Box 346, Auburn, NE 68305 (herein "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Trust Deed, the following described real property, located in GAGE County, Nebraska:

The South Half of the Southeast Quarter (S 1/2 SE 1/4) and, the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), in Section 10, Township 5 North, Range 5, East of the 6th P.M. Gage County, Nebraska.

TOGETHER WITH all of the following, whether now owned or hereafter acquired; rents, profits, royalties, income and other benefits derived from the real property; all leases or subleases covering the real property or any portion thereof; all interests, estate or other claims, both in law and in equity in the real property; all homestead exemptions which are hereby released and waived; all easements, rights-of-way, tenements, hereditaments; all oil and gas rights and profits, water rights; all right, title and interest of Trustor, in and to any land lying within the right-of-way of any street or highway adjoining the real property; any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"); and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the real property. All of the foregoing estate, property and interest conveyed to Trustee herein collectively referred to as the "Property".

FOR THE PURPOSE OF SECURING:

(a) The payment of indebtedness evidenced by two Trustor's note or guarantee ("Note") dated May 16, 1994

in the principal sum of SIXTY FIVE THOUSAND DOLLARS AND NO/100 Dollars

(\$65,000.00), together with interest at the rate or rates provided therein, and the principal and interest on any future advances evidenced by promissory notes or guarantees stating they are secured hereby, and any and all renewals, modifications and extensions thereof, both principal and interest being payable in accordance with the terms set forth therein, which by this reference is made a part hereof.

(b) The performance of each agreement and covenant of Trustor herein contained; and

(c) The payment of any sum or sums of money which may be hereafter paid or advanced by the Beneficiary under the terms of this Trust Deed, together with interest thereon at the rate provided in the "Note".