



BK 7740 PG 073-075



MTG 2003 02755

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2003 JAN 22 PM 5:06

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Do not write/type above this line. For filing purposes only.

FORM 5011 (1-2003)

RETURN TO Farm Credit Services of America, 3800 NW 12th, Suite D
PREPARER: Lincoln, NE 68521-0000

Nancy Noonan
(888)396-3276

HOMESTEAD DESIGNATION WAIVER

In accordance with the provisions of the Nebraska Farm Homestead Protection Act, Neb. Rev. Stat. Sections 76-1901, et. seq., as a preface to the execution, and as a part of the following Trust Deed, the undersigned Trustor(s) being first duly sworn, elects to Waive the Right to Designate a Homestead.

I/We understand that I/we have the right to make a designation of homestead in the following Trust Deed. The execution of this Waiver constitutes a waiver of rights otherwise available to me/us for the purpose of affording me/us the opportunity to retain my/our homestead in the event of a default upon the Trust Deed.

GARY LEE WURTZ

SARAH J WURTZ

Farm Credit Services of America

TRUST DEED AND ASSIGNMENT OF RENTS

Trustor(s):

GARY LEE WURTZ, a/k/a Gary L. Wurtz and SARAH J WURTZ, husband and wife

Mailing Address:

11415 N 288 ST
VALLEY NE 68064-6807

MTG
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This Trust Deed and Assignment of Rents is made January 09, 2003, by and among the above named Trustor(s) and AgriBank, FCB, "Trustee," whose mailing address is PO Box 64949, St. Paul, Minnesota 55164-0949, and Farm Credit Services of America, FLCA, "Beneficiary," whose mailing address is 5015 S 118th St; PO Box 2409, Omaha, NE 68103-2409 in consideration of the advance by Beneficiary of the principal sum specified below, the receipt of which is hereby acknowledged, Trustor(s) irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, its successors and assigns, under and subject to the terms and conditions of this Trust Deed, the property, located in Douglas County(ies), State of Nebraska, and described as follows:

See Attached Exhibit A incorporated herein by this reference.

together with all Trustor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended or renewed by Trustor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Trustor(s) and Beneficiary that this Trust Deed is given to secure the repayment in full of the following described promissory note(s), and all future and additional loans or advances, protective or otherwise, which may be made by Beneficiary, at its option, at the request of, and to or for the account of Trustor(s), or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s) or other instrument(s) modifying the same.

| Date of Note | Principal Amount |
|--------------|------------------|
| 01/09/2003 | 120,000.00 |

Provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$ 120,000.00), exclusive of interest and protective advances authorized herein or in the loan agreement(s); provided further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

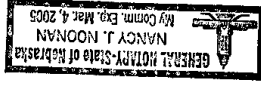
This Trust Deed will be due February 01, 2023.

Trustor(s) hereby warrants that Trustor(s) holds fee simple title to the above described property, that Trustor(s) has good and lawful authority to deed and encumber the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Trustor(s) will warrant and defend the property, at Trustor(s) expense, against all claimants whomsoever. Trustor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

Trustor(s) and each of them further covenants and agrees with Beneficiary as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Beneficiary as additional security to this Trust Deed, including those in or on public domain.
2. To insure and keep insured buildings and other improvements including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Beneficiary. Such insurance will be approved by and deposited with Beneficiary, and endorsed with loss payable clause to Beneficiary. Any sums so received by Beneficiary may be used to pay for reconstruction of the destroyed improvements or if not so applied may be applied, at the option of Beneficiary, in payment of any indebtedness matured or unmatured secured by this Trust Deed. Such insurance will be

-6348



Notary Public in and for said County and State

My commission expires... On this 9th day of January, 2003, before me, a Notary Public, personally appeared Gary Lee Wurtz, Sarah J. Wurtz, and Sarah J. Wurtz, husband & wife, known to me to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

STATE OF Nebraska COUNTY OF Lancaster ss. GARY LEE WURTZ SARAH J. WURTZ

INDIVIDUAL BORROWER ACKNOWLEDGMENT

SARAH J. WURTZ GARY LEE WURTZ

15. The covenants contained in this Trust Deed will be deemed to be severable... 14. This Trust Deed constitutes a Security Agreement with respect to all the property described herein... 13. Assignment of Revenues including Proceeds of Mineral Leases... 12. The integrity and responsibility of Trustors... 11. Trustors acknowledge that the duties and obligations of Trustee... 10. Upon default, Beneficiary, either in person or by agent... 9. Trustors hereby requests a copy of any Notice of Default... 8. Should Beneficiary elect to exercise the Power of Sale... 7. In the event of default in the payment when due... 6. Any awards made to Trustors... 5. In the event Beneficiary is named a defendant... 4. In the event Trustors fails to pay any liens... 3. To keep all buildings, fixtures, attachments... 2. Trustors will obtain and keep flood insurance... 1. In an amount at least equal to the lesser of the loan balance...

Parcel A:

The North 1/2 of the SW 1/4 of Section 2, Township 16 North, Range 9 East of the 6th P.M., except that part described as follows:

Part of the SW 1/4 Section 2, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, described as follows: beginning at the Northwest corner of said Southwest 1/4; thence South 02 degrees, 07 minutes, 33 seconds West (assumed bearing) for 798.08 feet along the West line of said Southwest 1/4; Thence South 88 degrees 00 minutes, 12 seconds East for 571.32 feet parallel with and 798.08 feet South of the North line of said Southwest 1/4; Thence North 00 degrees, 14 minutes, 54 seconds West for 501.52 feet; thence 88 degrees, 00 minutes, 12 seconds, East for 1147.00 feet parallel with and 296.94 feet South of the North line of said Southwest 1/4; Thence North 02 degrees, 01 minutes, 33 seconds East for 296.94 feet to the North line of said Southwest 1/4; thence North 88 degrees, 00 minutes, 12 seconds, West for 1697.02 feet to the point of beginning

Parcel B:

The West 1/2 of the Southeast 1/4 of Section 1, Township 16 North, Range 9, East of the 6th P.M. Douglas County, Nebraska, excepting therefrom a 5 acre parcel, more or less, which is described as follows: Starting at the Northeast corner of the above described parcel thence 25 rods West, thence 32 rods South, thence 25 rods East; thence 32 rods North to the point of beginning and that part Deeded to the State of Nebraska