

\$15.50

INST. NO 2000

043622

Dee J. Galt

REGISTER OF DEEDS

2000 OCT -4 P 2:51

LANCASTER COUNTY, NE

BLOCK

CODE

ENGLESIDE

CHECKED

ENTERED

EDITED

CA X

TRUST DEED

THIS TRUST DEED is made and entered into this 20th day of April, 2000 by and between Rebecca Bustamante a single person, TRUSTOR, whether one or more; and Kenneth L. Lofton and Leana M. Lofton, BENEFICIARY AND TRUSTEE, whether one or more.

WITNESSETH: That the Trustor does by these presents grant, bargain, sell, convey, and confirm unto the Trustee, with Power of Sale, the following-described real estate including all buildings, improvements, and fixtures of every kind now or hereafter erected or placed on the real estate situated in Lancaster County, Nebraska, described as:

The North 33 feet of Lot Three (3), Block One (1), Engleside Addition, Lincoln, Lancaster County, Nebraska.

In the event of the sale, transfer or conveyance of the above-described property to any third party, all sums secured hereby shall be at once due and payable.

TO HAVE AND HOLD the same, with all rights, privileges, and appurtenances thereunto belonging unto the Trustee, his executors, administrators, heirs and assigns forever. And the Trustor hereby expressly waives, releases, and relinquishes unto the Trustee all right, claim, interest, benefit and estate whatever, in and to the above described premises and each and every part thereof, which is given by or results from all laws of the State of Nebraska pertaining to the exemption of homestead. And the Trustor covenants with the Trustee that he will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TRUST, HOWEVER, for the following described purposes: WHEREAS, the Trustor did on this date execute a Promissory Note evidencing a loan for the principal sum of \$10,000 and interest thereon according to the terms of said Promissory Note, being payable in monthly installments at such place as the Beneficiary may designate in writing from time to time. Notwithstanding any provision contained herein or in said Promissory Note to the contrary, if not sooner paid, all sums due and owing under the terms of said Note shall be paid on the final payment date.

In the event of default, Beneficiary's remedies shall not be limited to those provided for herein. This Trust Deed may be foreclosed in the manner prescribed by law for foreclosure of mortgages.

IT IS AGREED by and between the parties hereto that the Trustor shall: (1) pay all present and future taxes and assessments, general and special, against said property before the same become delinquent or actionable; (2) keep all improvements erected on the land insured as may be required from time to time by Beneficiary against loss by fire and other hazards, casualties and contingencies, in such amounts and for such periods as are reasonable and may be required by the Beneficiary, and to keep all policies of such insurance in force and effect and delivered to the Beneficiary, and naming Trustor and Beneficiary as loss payees, as their interest may appear; (3) pay and comply with all of the terms and conditions of any lien, claim or indebtedness that may be senior to and take precedence over this Trust Deed as soon as such payment on or of such lien, claim or indebtedness shall become due; and upon failure of the Trustor to keep any of said agreements, may be, and money expended, with interest as provided by the terms of the aforementioned Promissory Note, shall be secured by this Trust Deed, and the Trustor agrees to pay the same upon demand, and upon failure to do so, the balance of said Promissory note shall become immediately due and payable at the option of the Beneficiary; (4) specifically confer and revenues therefrom; (6) maintain the Property in a condition of maintenance and repair such that the interest of Trustee and Beneficiary are not reduced in value through waste. Failure to comply with any of the foregoing provisions shall constitute an event of default under the terms of this Trust Deed.

SMS
7/8/00 *[Signature]*

Rebecca Bustamante

ABANDONMENT OF THE PROPERTY BY TRUSTOR, In the event that Trustor abandons the property, or if circumstances reasonably indicated that Trustor has abandoned the Property whether or not in connection with any other event of default, Beneficiary shall have the right, following filing of Notice of Default, to enter upon the premises for the purpose of securing the same and for carrying out any other measures necessary to protect and preserve the interests of the Beneficiary in and to the Property. Trustor specifically agrees to hold Trustee and Beneficiary and their employees, servants and agents harmless for any damages unavoidable inflicted upon the Property in connection with the exercise of rights arising under this Paragraph, and hereby waives any cause of action arising therefrom.

Upon payment of all sums secured by this Trust Deed, the Beneficiary shall request the Trustee, in writing to reconvey the property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to the Trustee. Trustee shall reconvey the property without warranty to the person or persons legally entitled thereto; but if default be made in the payment of said Note or any part thereof or any of the interest thereon when due or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said Note shall become due and be paid as hereinafter provided, and this deed shall remain in force. The Trustee, hereinbefore described at public auction, to the highest bidder for cash.


The power of sale conferred upon the Trustee shall not be exercised until the Trustee shall first file for record, in the Office of the Register of Deeds of each county herein the trust property or some part or parcel thereof is situated, Page where the same is recorded, a description of the trust property, and containing a statement that a breach of an obligation for which the trust property was conveyed as security has occurred, and setting forth the nature of such breach and his election to sell or cause to be sold such property to satisfy the obligation; and after the lapse of not less than one month, the Trustee shall give notice of sale as provided by Nebraska law.

After Notice of Default and lapse of not less than one month, the Trustee shall give written notice of the time and place of sale particularly describing the Property to be sold by publication of such notice, at least five times, once a week for five consecutive weeks, the last publication to be at least 10 days but not more than 30 days prior to the sale, in some newspaper having general circulation in each county in which the property to be sold, or some part thereof, is situated.

Upon such sale, the Trustee shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof and any statement or recital of fact in such deed in relation to the exercise of the Power of Sale and sale of the property described herein, including recitals concerning any mailing, personal delivery and publication and posting of notice of such sale, and the conduct of sale, shall constitute prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value and without notice. The Trustee's deed shall operate to convey to the Purchaser, without right of redemption, the Trustee's title and all right, title and claim of Trustor and his successors in interest subsequent to the execution of the Trust Deed. The Trustee shall apply the proceeds of the Trustee's sale, FIRST, to the cost and expenses of exercising the Power of Sale, and of the sale, including the payment of the Trustee's fees actually incurred, which fees shall include a reasonable attorneys fee, not to exceed \$350.00; SECOND, to the payment of the obligations secured by the Trust Deed; THIRD, to the payment of junior trust deeds, mortgages or other lienholders, and the balance, if any, to the person or persons legally entitled thereto.

And the Trustee covenants faithfully to perform the trust herein created. Trustee shall have no obligations under this Trust Deed other than those expressly provided for herein.

BENEFICIARY may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute the Power of Sale under this Trust Deed. Upon such appointment and without conveyance to the successor, the latter shall be vested with all title, powers, and duties conferred upon any trustee herein named or acting hereunder. Each such substitution and appointment shall be made in accordance with the laws of the State of Nebraska applicable thereto.

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The waiver by the Trustee or Beneficiary of any default of Trustor under this Trust Deed shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.

This Trust Deed shall be construed according to the laws of the State of Nebraska.

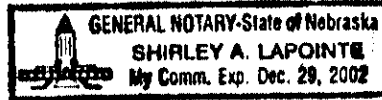
This Trust Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors and assigns of the parties hereto.

The parties hereto request that a copy of any notice of default or notice of sale hereunder shall be mailed to the Trustor at 1431 N. 24th St, Lincoln, Nebraska 68503 and to the Beneficiary at P.O. Box 2761 RR#4, McCook, Nebraska 69001, by certified mail, unless either party shall be advised, in writing, of any change in address.

Wherever the context so requires, singular words shall be construed in the plural and vice versa, and the masculine gender shall be construed to include the feminine and vice versa.

Kenneth L. Lofton Leana M. Lofton
Kenneth L. Lofton (Beneficiary) Leana M. Lofton (Beneficiary)

Rebecca M. Bustamante
Rebecca M. Bustamante (Trustor)



Witnesses this 27 day of Sept. by

Shirley A. Lapointe

Notice

When this Trust Deed has been paid in full, the Beneficiary, in order to release the lien, must;

1. Mark the original Promissory Note and Trust Deed 'Paid In Full' over the signatures of all beneficiaries and date all signatures.
2. Advise the Trustee, in writing, that all amounts secured have been paid in full and authorize the trustee to issue a Deed of Reconveyance.
3. Mail the original Promissory Note, Trust Deed and written authorization to the Trustee at the address indicated on the first page of this Trust Deed.

Pursuant to Nebraska law, the Trustee cannot and will not issue a Deed of Reconveyance unless and until the foregoing items 1., 2., and 3. Have been complied with.