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Sidner

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Carol Sidner
 DODGE COUNTY
 REGISTER OF DEEDS
 COMMISSIONER
 26.00

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **July 1, 2004**.
 The Trustor is **RSW, LLC** ("Borrower").
 The Trustee is **Bradley D. Holtorf, attorney at law, 340 E. Military Ave., Fremont, NE 68025** ("Trustee").
 The Beneficiary is **Thomas J. Van Dyke and Marilyn S. Van Dyke** ("Lender").
 Beneficiary's address is 1414 Mayfair, Fremont, NE 68025.
 Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following:

A tract of land more particularly described as follows: Commencing 105 feet West and 33 feet South of the Northeast corner of Section 15, Township 17 North, Range 8 East of the 6th P.M., in Dodge County, Nebraska; running thence Westerly parallel with the North line of Section 15 a distance of 145 feet; thence at right angles South a distance of 297 feet; thence at right angles East a distance of 145 feet; thence at right angles North a distance of 297 feet to the point of beginning, being a part of Tax Lot 1, which lies partly in the Northeast Quarter of the Northeast Quarter of said Section 15 and partly in the Northwest Quarter of the Northwest Quarter of Section 14, of said Township, in Dodge County, Nebraska. Also referred to as Tax Lot 5 in said Section 15.

Together will all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender **\$200,000.00**, evidenced by Borrower's note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in such amounts as Lender may from time to time direct, not to exceed the amount of all sums secured by this Security Instrument except at the option of Borrower. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days of notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums secured by this Security Instrument, whether or not then due. The 30 days period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments provided in Borrower's note, or change the amount of the payments. If under paragraph 11 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security Instrument immediately prior to the acquisition.

5. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the payment of any sum secured by a lien, appearing in court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured by this Security Instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.

6. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

7. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

8. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Borrower's last known address.

9. This Security Instrument and the note which it secures shall be governed by Nebraska law.

10. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument and the note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to a reasonable attorney fee and costs of title evidence.

11. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public sale. Lender or Lender's designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

12. Upon acceleration under paragraph 10 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorney fees, and then to the sums secured by this Security Instrument.

13. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this Security Instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

14. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the property, the successor Trustee shall

