

STATE OF NEBRASKA )  
YORK COUNTY ) SS.  
This instrument was filed for record on  
January 18, 2007  
at 10:00 o'clock A.M., and duly  
recorded in Vol. 428 of Mtgs  
Page 534  
*John D Arkle* County Clerk  
Fee \$46.00  
3110 12th Ave  
Kearney Ne 68845

0157

EXHIBIT 2

DEED OF TRUST

THIS DEED OF TRUST is made of the 1st day of March 2006, by and among the Trustors, James and Julie Turner and who's mailing addresses are 1416 Rd 24 Benedict, NE 68361 and Kenneth and Sandy Turner who's address is 700 East Avenue, York, Nebraska 68467, (herein "TRUSTORS"), the Trustee, John C. Haun 4701 Van Dorn, P.O. Box 6096 Lincoln, Ne. 68506 (herein "Trustee"), and the Beneficiaries, John D Arkle who's address is 3110 12<sup>th</sup> Avenue, Kearney, Nebraska 68845 and Donna Schroeder who's address is 11727 Beasley Road, Longmont Co. 80504 (herein "Beneficiaries").

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustors hereby irrevocably grant, transfer, convey and assign to Trustee, IN TRUST, WITH POWER OF SALE< for the benefit and security of Beneficiaries, under and subject to the terms and conditions hereinafter set forth, the real property, described as follows:

North Half of Lot Nine (9) and the West Half of Lot Ten (10) and the West 11 Feet of the East Half of Lot Ten (10) in Block Seventy two (72) in the Original Town, now city of York, AND

East Half of Lot Ten (E ½ Lot 10) in Block Seventy-two (72), except the West 11 feet thereof, in the Original Town, now City of York, in York County, Nebraska.

Together with all buildings, improvements, fixtures, streets, alleys, passageways, rights, easements, privileges and appurtenances located thereon or in anywise pertaining thereto, and the rents, issues and profits, reversions and remainders thereof, including, but not limited to, heating and cooling equipment and such personal property that is attached to the improvements so as to constitute a fixture; and together with homestead or marital interests, if any, which interests are hereby released and waived; all of which, including replacements and additions thereto, is hereby declared to be a part of the real property secured by the lien of this Deed of Trust and all of the foregoing being referred to herein as the "Property".

This Deed of Trust shall secure (a) the payment of the principal sum and interest evidenced by Trustors' Promissory Note dated March 1, 2006, having a maturity dated of March 1, 2026 in the original principal amount of \$103,000.00 and any and all modifications, extensions and renewals thereof or thereto (hereinafter the "NOTE"); (b) the payment of other sums advanced by Beneficiaries to protect the security of the Note, with interest thereon at the rate of 8.0% per annum; and (c) the performance of all covenants and agreements of Trustors set forth herein.

Trustors, to protect the security of this Deed of Trust, covenant and agree with Beneficiaries as follows:

1. **PAYMENT AND PRINCIPAL AND INTEREST.** Trustors shall pay, prior to delinquency, the principal of, and interest on, the Note, and shall promptly pay, when due, any fees or charges provided in this Deed of Trust.
2. **TITLE.** Trustors are the owners of the Property, have the right and authority to convey the Property, and warrant that the lien created hereby is a first and prior lien on the Property.
3. **TAXES AND ASSESSMENTS.** To pay when due all taxes, special assessments and all other charges against the Property.
4. **INSURANCE.** To keep the Property insured against damage by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiaries may require, in an amount of not less than \$105,000.00 and with companies acceptable to Beneficiaries, and with loss payable to the Beneficiaries. All policies shall provide that the same shall not be cancelable, terminable, modifiable or non-renewable without thirty (30) days prior written notice to Beneficiaries. On or before Trustors execution of this Deed of Trust, Trustors shall provide Beneficiaries with such written evidence or proof, as Beneficiaries deem satisfactory, that Trustors have obtained all of such insurance. In case of loss under such policies, the Beneficiaries are authorized to adjust, collect and compromise, all claims there under and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiaries may determine, (ii) to be used for the repair or restoration of the Property or (iii) for any other purpose or object satisfactory to Beneficiaries without affecting the lien of this Deed of Trust for the full amount secured hereby before such payment ever took place. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note, or cure any default hereunder or hereunder.
5. **MAINTENANCE, REPAIRS and COMPLIANCE WITH LAWS.** Trustors shall keep and maintain the Property in good condition and repair; shall promptly repair or replace any improvements which may be damaged or destroyed; shall not commit or permit any waste or deterioration of the Property; shall not remove, demolish or substantially alter any of the improvements on the Property, without Beneficiaries' consent; shall not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance or regulations; and shall pay and promptly discharge, at Trustor's cost and expense, all liens, real estate taxes, encumbrances and charges levied, imposed or assessed against the Property or any part thereof.

6. **EMINENT DOMAIN.** Beneficiaries are hereby assigned all compensation, awards, damages and other payments or relief (herein "Proceeds") in connection with condemnation or other taking of the Property or part thereof, or for conveyances in lieu of condemnation. Beneficiaries shall be entitled, at Beneficiaries' option, to commence, appear in and prosecute in its own name any action or proceedings, and shall also be entitled to make any compromise or settlement in connection such taking or damage. In the event any portion of the Property is so taken or damaged, Beneficiaries shall have the option, in Beneficiaries' sole and absolute discretion, to apply all such Proceeds, after deducting there from all costs and expenses incurred by Beneficiaries in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiaries may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Beneficiaries may determine. Any application of Proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note, or cure any default there under or hereunder.
  
7. **PERFORMANCE BY BENEFICIARIES.** In the event of Trustors' failure to perform any of the covenants herein or make any payments required hereby, or if any act is taken or legal proceeding commenced which materially affects Beneficiaries' interest in the Property, Beneficiaries may, in Beneficiaries' own discretion, but without obligation to do so, and without notice to or demand upon Trustors and without releasing Trustors from any obligation, do any act which Trustors have agreed but fail to do may also do any other act Beneficiaries deems necessary to protect the security hereof. Trustors shall, immediately upon demand therefore by Beneficiaries, pay to Beneficiaries all costs and expenses incurred and sums expended by Lenders in connection with the exercise by Beneficiaries of the foregoing rights, together with interest thereon at the rate provided in the Note, which shall be added to the indebtedness secured hereby. Beneficiaries shall not incur any personal liability because of anything it may do or omit to do hereunder.
  
8. **EVENTS OF DEFAULT.** The following shall constitute an event of default under this Deed of Trust:
  - a) Failure to pay any installment of principal or interest owing on the Note or any other sum secured hereby within fifteen (15) days of the date the same is due.
  - b) A breach of or default under any provision contained in the Note, this Deed of Trust or any document that secures the Note.
  - c) A writ of execution or attachment or any similar process shall be entered against Trustors, which shall become a lien on the Property or any portion thereof or interest therein.
  - d) There shall be fined by or against Trustors an action under any present or future federal, state or other statute, law or regulation

relating to bankruptcy, insolvency or other relief for debtors; or three shall be appointed any trustee,, receiver or liquidator of Trustors or of all part of the Property, or the rents, issues or profits thereof, or Trustors shall make any general assignment for the benefit of creditors.

- e) The sale, transfer, assignment, conveyance or further encumbrance of all or any part of or any interest in the Property, either voluntarily or involuntarily, without the express written consent of Beneficiaries.

9. **REMEDIES: ACCELERATION UPON DEFAULT.** In the event of any Event of Default, Beneficiaries may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind to Trustors. Thereafter Beneficiaries may:

- a) Demand that Trustee exercise the **POWER OF SALE** granted herein, and Trustee shall thereafter cause Trustors' interest in the Property to be sold and the proceeds to be distributed, all in the manner provided in the Nebraska Trust Deeds Acct;
- b) Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which Beneficiaries deem necessary or desirable to preserve the value, marketability or rentability of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiaries may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiaries shall be entitled to exercise every right provided for in the Note, this Deed of Trust or by law upon occurrence of any event of default, including the right to exercise the **POWER OF SALE**; and
- c) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.
- d) Demand reconveyance, through a duly executed Deed sufficient to transfer title and ownership, of any portion of the Trust Estate held hereunder, consisting of the real estate legally described herein, by

Trustors to Beneficiaries or Trustees. Trustors specifically waive any right to protest or dispute the right of reconveyance by them to Beneficiaries or Trustees in the event of an Event of Default by Trustors.

No remedy herein conferred upon or reserved to Trustee or Beneficiaries is intended to be exclusive of any remedy herein or be law provided or permitted, but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

10. **TRUSTEE.** The trustee may resign at any time without cause, and Beneficiaries may at any time and without cause appoint a successor or substitute Trustee. Trustee shall not be liable for any loss or damage unless due to actionable negligence or willful misconduct, and shall not be required to take any action in connection with the enforcement of this Deed of Trust unless indemnified, in writing, for all costs, compensation or expenses which may be associated therewith. In addition, Trustee may become a purchaser at any sale of the Property (judicial or under the power of sale granted herein); postpone the sale of all or any portion of the Property, as provided by law; and to sell the Property as a whole, or in separate parcels or lots.
11. **FEES AND EXPENSES.** In the event Trustee sells the Property by exercise of the Power of Sale, Trustee shall be entitled to apply any sale proceeds first to payment of all costs and expenses of exercising the Power of Sale, including all Trustee's fees, and Beneficiaries' and Trustee's attorney's fees, actually incurred to the extent permitted by applicable law. In the event Trustors exercises any right provided by law to cure an Event of Default, Beneficiaries shall be entitled to recover from Trustors all costs and expenses actually incurred as a result of Trustors' default, including without limitation all Trustee's and attorney's fees, to the extent permitted by applicable law.
12. **MISCELLANEOUS PROVISIONS.**
  - a) **BENEFICIARIES NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiaries to any successor in interest of Trustors shall not operate to release, in any manner, the liability of the original Trustors and Trustors' successors in interest. Beneficiaries shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demands made by the original Trustors and Trustors' successors in interest.
  - b) **BENEFICIARIES' POWERS.** Without affecting the liability of any other person liable for the payment of any obligation herein

mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or therefore released as security for the full amount of all unpaid obligation, Beneficiaries may, from time to time and without notice, (i) release any person liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiaries' options any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compromises or other arrangements with debtors in relation thereto.

- c) **FORBEARANCE BY BENEFICIARIES NOT A WAIVER.** Any forbearance by Beneficiaries in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of Beneficiaries' right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- d) **SUCCESSORS AND ASSIGNS BOUND: CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiaries and Trustors. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- e) **REQUEST FOR NOTICES.** The parties hereby request that a copy of any notice of default hereunder and a copy of any notice of sale hereunder be mailed to each party to this Deed of Trust at the address set forth above in the manner prescribed by applicable law. Except for any other notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to the other parties, at the address set forth above.

Any notice provided for in this Deed of trust shall be deemed to have been given to Trustors or Beneficiaries when given in the manner designated herein.

- f) **INSPECTION.** Beneficiaries may make or cause to be made reasonable entries of the Property, provided that Beneficiaries shall give Trustors notice prior to any such inspection specifying reasonable cause therefore related to Beneficiaries' interest in the Property.
- g) **RECONVEYANCE.** Upon payment of all sums secured by this Deed Trust, Beneficiaries shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled hereto. Such person

EXHIBIT 3

TITLE INSURANCE

As of 2 day of March, 2006, the Trustors elect not to have the title insurance completed.

James Turner 3/2/06  
James Turner date

Julie M Turner 3/2/06  
Julie Turner date

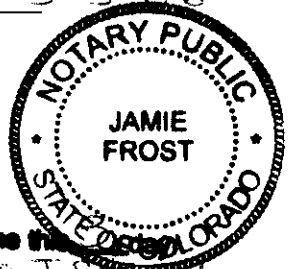
Kenneth M Turner 3/2/06  
Kenneth M Turner date

Sandy Turner 3-2-06  
Sandy Turner date

John D Arkle 3/2/06  
John D Arkle date

Donna Schroeder 3-3-06  
Donna Schroeder date

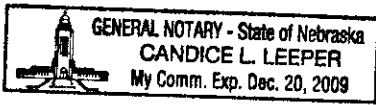
of Colorado  
County of Boulder

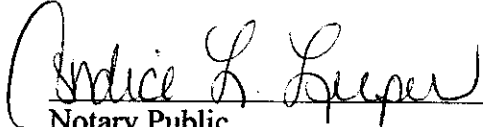


Subscribed and sworn to before me this 2 day of March, 2006 by Donna J Schroeder  
Jamie Frost  
Notary/Public  
My Commission expires 10-15-08

STATE OF NEBRASKA, COUNTY OF YORK}ss:

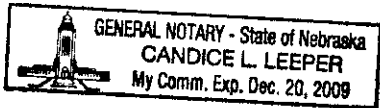
The foregoing Deed of Trust was acknowledged before me on March 2<sup>nd</sup>, 2006 by Julie Turner, individually and as part of Two Crows Enterprises.

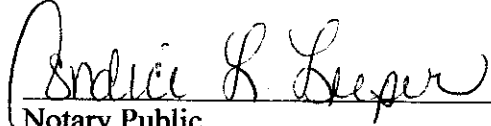


  
Notary Public

STATE OF NEBRASKA, COUNTY OF YORK}ss:

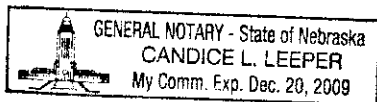
The foregoing Deed of Trust was acknowledged before me on March 2<sup>nd</sup>, 2006 by Kenneth M. Turner, individually and as part of Two Crows Enterprises.

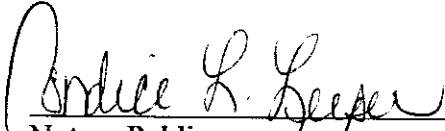


  
Notary Public

STATE OF NEBRASKA, COUNTY OF YORK}ss:

The foregoing Deed of Trust was acknowledged before me on March 2<sup>nd</sup>, 2006 by Sandy Turner, individually and as part of Two Crows Enterprises.



  
Notary Public

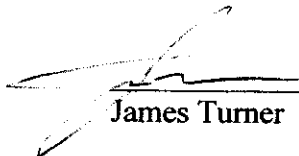



or persons shall pay all costs of recordation, if any.

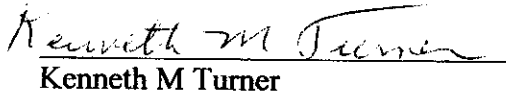
- h) SEVERABILITY. In the event that any provision of this Deed of Trust conflicts with applicable law or is declared invalid or otherwise Unenforceable, such conflict or invalidity shall not affect the other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
- i) JOINT AND SEVERAL. Trustors duties, obligations and Responsibilities hereunder are joint and several.

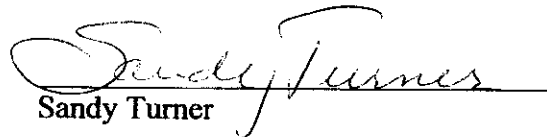
TRUSTORS have executed this Deed of Trust the date written above.

TRUSTORS:

  
James Turner 3/2/06

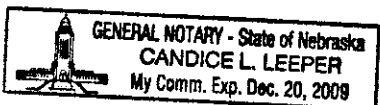
  
Julie Turner

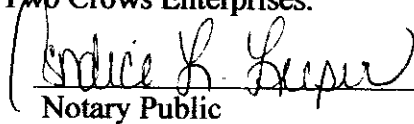
  
Kenneth M Turner

  
Sandy Turner

STATE OF NEBRASKA, COUNTY OF YORK } ss:

The foregoing Deed of Trust was acknowledged before me on March 2<sup>nd</sup> 2006 by James Turner, individually and as part of Two Crows Enterprises.



  
Notary Public