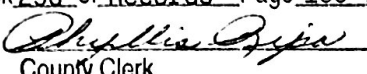


| No. | Con. | Thm. | Page |
|-------------------|------|------|------|
| #3 | ✓ | ✓ | ✓ |
| Register of Deeds | | | |

From and Return to:
 Steinacher, Vosoba, Hanson & Kolbo
 P. O. Box 626
 Wilber, NE 68465
 Fee: \$30.50 Paid

STATE OF NEBRASKA } ss
 SALINE COUNTY
 Entered in numerical index and filed on
 record, the 23 day of January
 2001 at 1:56 o'clock P. M. and recorded
 in Book 296 of Records Page 189-194

 County Clerk

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is made as of the day of 19th, January, 2001, by and among Linda Sue Underwood and Dan J. Underwood, wife and husband ("Trustor"), whose mailing address is Route 1, Box 31, Crete, NE 68333, Shaylene M. Kolbo, an attorney licensed to practice law in the State of Nebraska ("Trustee"), whose mailing address is 1331 Main, Crete, NE 68333, and Glenn H. Prochaska and Mattie M. Prochaska, husband and wife ("Beneficiary") whose mailing address is Route 1, Crete, NE 68333.

FOR VALUABLE CONSIDERATION, Trustor irrevocably 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 Deed of Trust, the real property, located in the City of Crete, County of Saline, State of Nebraska, and described as follows (the "Property"):

Lot Four, Block One Hundred Twenty-Seven (127), City of Crete,
 Saline County, Nebraska

TOGETHER WITH, all rents, easements, appurtenances, hereditaments, interests in adjoining roads, streets and alleys, improvements, buildings of any kind situated thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, and all water rights.

The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate".

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the total principal amount of \$33,000.00, with interest thereon, as evidenced by that certain promissory note of even date (the "Note") with a maturity date of January 1, 2016, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and
- b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of sixteen percent (16%) per annum.
- c. The repayment of any Future Advances, with interest thereon, made to Trustor by Beneficiary pursuant to Paragraph 14 hereof, (herein called "Future Advances").

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST

1. PAYMENT OF INDEBTEDNESS. The Trustor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments secured by this Deed of Trust.
2. TAXES. Trustor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Trust Estate or any part thereof, before delinquency, without notice or demand, and shall provide Beneficiary with evidence of the

payment of same. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby, without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary. The failure to pay such taxes shall be considered a term of default hereunder. If said Trustor shall fail to pay such taxes, the said Beneficiary may pay such taxes and the sum or sums so advanced, together with interest at sixteen percent (16%) per annum, shall be repaid by said Trustor, and this Deed of Trust shall stand as security for the same.

3. INSURANCE AND REPAIRS. Trustor shall maintain fire and extended coverage, windstorm, and other hazard and casualty insurance, insuring the improvements and buildings constituting part of the Trust Estate, for an amount no less than the amount of the unpaid principal balance of the Note (co-insurance not exceeding 80% permitted). Further, Trustor shall maintain or purchase and keep at all times current, flood insurance for an amount no less than the amount of the unpaid principal balance of the note, providing the Trust Estate securing this instrument is located in the Flood Plain as may be established from time to time. Such insurance policies shall contain a standard loss payee clause in favor of the Beneficiary and shall not be cancellable, terminable or modifiable without ten (10) days prior written notice to Beneficiary. Trustor shall provide Beneficiary with a copy of said insurance policies yearly immediately after payment of the premiums. At the option of the Beneficiary, the proceeds of loss under any policy, whether endorsed payable to the Beneficiary or not, may be applied in payment of the principal, interest, or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any of the damaged property on said premises without in any way affecting the lien of this instrument or the obligation of the Trustor or any other person for payment of the indebtedness hereby secured, whether such Trustor be the then owner of said premises or not. If the Beneficiary determines that such property or premises should be restored, Trustor shall promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall the Trustor commit waste on or to the Trust Estate, nor permit waste to occur on the Trust Estate. If the said Trustor shall fail to procure such insurance as required herein, or procure the same as may be later required, or keep said insurance in full force and effect during the term of this indebtedness, the said Beneficiary may procure such insurance, and pay such premiums, and the sum or sums so advanced, with interest at sixteen percent (16%) per annum shall be repaid by said Trustor, and this Deed of Trust shall stand as security for the same. The failure of the Trustor to procure such insurance or pay any or all of such premiums shall be considered a term of default hereunder.

4. ACCUMULATION FOR TAXES AND INSURANCE PREMIUMS. That if the Beneficiary should so require, at any time during the term hereof, Trustor covenants and agrees that in order to more fully protect the security of this Deed of Trust, together with and in addition to the payments above provided, they will pay monthly during the life of this indebtedness to the Beneficiary on the first day of each month until the said principal amount and interest are fully paid, a sum equal to one-twelfth (1/12th) of the known or estimated yearly taxes, assessments and premiums for such insurance as may be required. The Beneficiary shall hold such monthly payments, without obligation to pay interest thereon, to pay such taxes, assessments and insurance premiums when due. Trustor agrees that sufficient funds will be so accumulated for the payment of said charges one month prior to the due date thereof and that they will furnish Beneficiary with proper statements covering the same 15 days prior to the due dates thereof. In the event of foreclosure or sale of the premises herein, or if the Beneficiary should take a deed in lieu of foreclosure, the amount so accumulated will be credited on account of the unpaid principal or interest. If the total of the monthly payments as made under this paragraph shall exceed the payments actually made by the Beneficiary, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay such taxes, assessments, and insurance premiums when due, then said Trustor shall pay the amount necessary to make up the deficiency which payments shall be secured by this instrument. To the extent that all the provisions of this paragraph for such payment of taxes, assessments and insurance premiums to the Beneficiary are complied with, said Trustor shall be relieved of compliance with the covenants contained in the above two paragraphs as to the amounts paid only, but nothing contained in this paragraph shall be construed as in any way limiting the rights of the Trustor at its option to pay any and all of said items when due.

5. ACTIONS AFFECTING TRUST ESTATE. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments. Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

6. EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

7. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. INSPECTIONS. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. EVENTS OF DEFAULT. Any of the following events shall be deemed an event of default hereunder.

(a) Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum secured hereby when due; or

(b) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

11. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES. Should an event of default occur Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value,

marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, 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 attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, 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 Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate Official Records of the County in which the Trust Estate is located.

12. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed of deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) As may be permitted by law, after deducting all costs and expenses of exercising the power of sale and of the sale, including the payment of trustees fees of \$2,000.00, and including costs of evidence of or insurance of title, in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at sixteen percent (16%) per annum, and all other sums then secured hereby, and (ii) the remainder, if any to the payment of junior trust deeds, mortgages or other lienholders, and (iii) the balance, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

13. REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant

to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, by each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

14. REQUEST FOR NOTICE. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

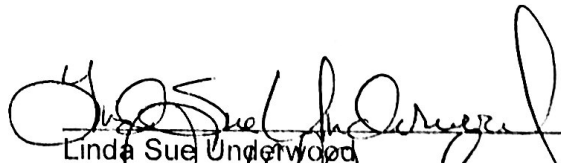
15. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

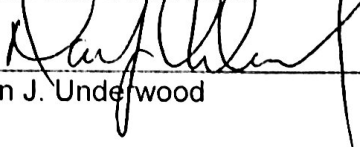
16. RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

17. NOTICES. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

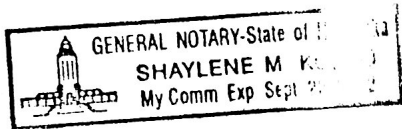

Linda Sue Underwood


Dan J. Underwood

STATE OF NEBRASKA)
) ss
COUNTY OF SALINE)

Before me, a notary public, personally appeared Linda Sue Underwood and Dan J. Underwood, husband and wife, who acknowledged the execution of the above Deed of Trust to be their voluntary act and deed.

Dated this 19th day of January, 2001.



Shaylene M. K...

Notary Public