

WASHINGTON COUNTY, STATE OF NEBRASKA
Instrument Number 2017-00194

Karen A. Madsen
REGISTER OF DEEDS

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2017 Jan-17 PM 12:41
KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

This Deed of Trust is being re-recorded to correct the name of the Grantor shown on the Deed of Trust recorded on January 6, 2017 as Instrument No. 2017-00068.

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 30, 2016.

GRANTOR: Culpeper County Associates LLC,
108 South 12th Street
Blair, Nebraska ("Borrower")

TRUSTEE: Old Republic National Title Insurance Company
11960 Westline Industrial Drive, Suite 230
St. Louis, MO 63146 ("Trustee")

BENEFICIARY: Margie A. McGivern, as Trustee of the Margie A. McGivern
Revocable Trust Agreement under agreement dated July 17, 2015
3333 SE 21st St.
Topeka, Kansas, 66607 ("Lender")

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$150,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 31, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and other charges, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property ("Property") located in Washington County in the City of Blair, Nebraska:

Lots 7, 8, 9, 10, 11, 12, 13 , 14, and 15, Block 51 in the city of Blair, Washington County, Nebraska;

along with any buildings, improvements, and fixtures on the Property. The Property has the address of 108 South 12th Street, Blair, Nebraska 68008 ("Property Address").

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall

promptly pay when due the principal and interest on the debt evidenced by the Note and any charges or expenses due under the Note. The total of such amount is the "Indebtedness."

2. **Taxes.** Borrower shall pay taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Security Instrument. Borrower shall pay these obligations on time directly to the persons owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. **Applications of Payments.** All payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; and last, to any charges or expenses due under the Note.

4. **Charges; Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards. This insurance shall be maintained in an amount not less than the amount secured by this Security Instrument. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. Borrower shall promptly furnish to Lender receipts evidencing the payment of the full premium for such coverage whenever such premiums become due and payable, but not less often than annually.

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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments.

6. **Preservation, Maintenance and Protection of the Property.** Borrower shall not

destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

7. **Protection of Lender's Rights in the Property.** If Borrower falls to perform the covenants and agreements contained in this Security Instrument, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the principal shall not extend or postpone the due date of the payments referred to in paragraph 1 and 2 or change the amount of such payments.

9. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

10. **Notices.** 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 applicable requires another method. The notice shall be directed to the Property Address or any other address Borrower designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. **Governing Law; Severability.** This Security Instrument shall be governed by the

law of the State of Nebraska. In the event that any provision clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

12. Transfer of Property. If all or any part of the Property or an interest therein shall be sold or transferred by Borrower whether by voluntary or involuntary act, by operation of law or otherwise, without Lender's prior written consent, excluding (a) the creation of a lien encumbrance subordinate to this Security Instrument, (b) a transfer by devise or descent, (c) a transfer by operation of law upon the death of a joint tenant, (d) the grant of any lease leasehold interest of three (3) years or less not containing an option to purchase, (e) a transfer between spouses provided that one of the grantees of any such transfer is also a Borrower hereunder or (f) a transfer by Borrower to the trustee of a inter vivos trust created by Borrower, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall be provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

13. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any term or agreement in this Security Instrument (but not prior to acceleration under paragraph 12 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 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 sums secured by this Security Instrument and sale of the Property. If the default is not cured on or before the date specified in this 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 applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the paragraph, including, but not limited to, reasonable attorney's fees and the cost of title evidence.

If Lender invokes the power of sale, the Trustee at the request of the holder of the Indebtedness or any part thereof shall sell the Property or any part thereof at public venue to the highest bidder for cash, at a place to be designed by the Trustee and in conformance with applicable customs and law pertaining to like sales in Washington County, Nebraska, first giving notice of such sale in the manner now prescribed by statute; and upon such sale the Trustee shall convey to the purchaser the property sold and out of the proceeds of the sale shall pay (1) the cost of sale including reasonable attorney's fees if any attorney be employed, (2) the monies, if any, paid out by Lender or assigns as herein authorized, (3) the unpaid Indebtedness with interest to the date of sale, and (4) the balance to those persons legally entitled thereto.

Trustee shall deliver to the purchaser, a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima

facie evidence of the truth of the statements made therein.

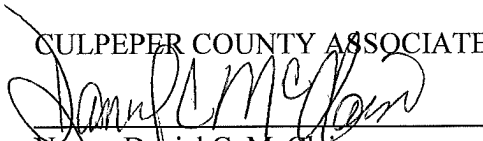
14. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

15. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

16. **Lease of the Property.** Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions; Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

17. **Further Assurance.** All parties agree that it is the intention of Grantor and Beneficiary that the Indebtedness be secured by the Property. To that end, Grantor agrees to and will cooperate with Beneficiary, and will execute such instruments or documents and take such other actions as may reasonably be requested by Beneficiary from time to time in order to carry out, evidence, confirm or give effect to this stated intention.

CULPEPER COUNTY ASSOCIATES LLC


Name: Daniel C. McClain
Title: Managing Member
Date: December 30, 2016

(Space Below This Line for Acknowledgement)

12/30/2016

STATE OF VIRGINIA)
)
COUNTY OF CULPEPER) SS

BE IT REMEMBERED, that on this 30th day of December, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel C. McClain Managing Member of Culpeper County Associates LLC, a Nebraska limited liability company, who acknowledged himself to be an authorized agent of Culpeper County Associates LLC, and that they, as such agent, being authorized so to do, executed the foregoing Deed of Trust for the purposes therein contained, by signing the name of the corporation by themselves as such agent.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last written above.

My Commission Expires: 1/31/2019

Diane F. Eppard

