

WARRANTY DEED

B. ROGER STEIDER, sole and surviving

Trustee of the Elmer Steider

Trust, dated April 30, 1990 Grantor, whether one or more,

in consideration of Twenty Thousand and 00/00----- Dollars

....., receipt of which is hereby acknowledged, conveys to

JEFFREY SMETTER

, Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Seward

County, Nebraska:

Lot Twenty-three (23), Block Four (4), Ordellia Dimery's
Addition to the Village of Beaver Crossing, Seward County,
Nebraska

Grantor warrants that he has legal authority to convey
this property, as evidenced by the attached Trust Agreement,
dated April 20, 1990, and made a part hereof by reference.

Grantor further warrants that Elmer Steider is now deceased
on September 26, 1991

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

- (1) is lawfully seised of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: January 30, 19 92

B. Roger Steider
B. Roger Steider

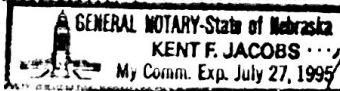
State of Nebraska

County of Seward

The foregoing instrument was acknowledged before me on January 30, 1992
by B. Roger Steider, Trustee of the Elmer Steider Trust, dated
April 30, 1990

STATE OF NEBRASKA

County of Seward



Kent F. Jacobs

Filed for record and entered in Numerical Index on February 3, 1992

at 3:10 o'clock P.M., and recorded in Deed Record 114, Page 500.

Fee: \$40.50

By: *Alma J. Henry*
County or Deputy County Clerk
Register of Deeds or Deputy Register of Deeds

IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT is entered into this 20th day of April, 1990, between ELMER STEIDER, a resident of Seward County, Nebraska, as "Grantor", and ELMER STEIDER and B. ROGER STEIDER, "Co-Trustees".

I. NAME OF TRUST

This trust shall be known as the Elmer Steider Trust. The beneficiary of this trust is Elmer Steider, for the remainder of his natural life, and upon his death, his children as hereinafter named.

II. TRUST PROPERTY

Grantor hereby delivers unto the Co-Trustees the property as shown on attached sheet, which shall constitute the initial principal of the trust. Grantor, or any other person, may add additional property to the trust by transferring such property to the Co-Trustees by deed, assignment, power of attorney, bequest or devise, which assignment shall be controlled by this agreement.

III. IRREVOCABILITY OF THE TRUST

Grantor shall not have the right at any time during his lifetime to alter, amend or revoke this agreement, either in whole or in part. The duties, powers and responsibilities of the Co-Trustees may not be changed or altered without their consent. In case of termination, the real estate securities, insurance policies and other property affected by the termination shall be delivered by the Co-Trustees to the person entitled thereto by this agreement.

IV. DISTRIBUTION OF INCOME AND PRINCIPAL

During the administration of said trust, Co-Trustees shall hold, manage, invest and reinvest the trust estate for the exclusive use and benefit of Elmer Steider, and shall pay all or any part of the net income or principal of the trust to Elmer Steider at such time or times, whether in regular installments or otherwise, as determined by sole discretion of Co-Trustees. Any income not paid to Elmer Steider shall be accumulated and added to principal.

This trust shall terminate when all corpus assets of the trust have matured. Upon the death of Elmer Steider, all matured principal and accumulated income of said trust shall be distributed to the children of Elmer Steider in equal shares, as tenants in common.

Said children of Elmer Steider are declared to be as follows:

Genive Smetter	Joyce McClatchy
Verna Mae Martin	C. Lee Steider
B. Roger Steider	Glenn Steider

In the event that any of said children should predecease Elmer Steider, then in that event said child's share shall vest in said child's heirs at law, as determined by Nebraska law, and shall not lapse. Co-Trustees herein named shall have absolute power and discretion to determine the heirs at law of any deceased beneficiary of this trust, and to determine the proper parties to receive distributions, without the determination of any court.

V. EFFECT OF NOMINATION OF TRUSTEE

I have hereby nominated by this trust as Co-Trustees, Elmer Steider and B. Roger Steider. It is my intent that I, Elmer

Steider, shall retain the management and control of this trust. In the event that said Elmer Steider shall either: (1) resign as Trustee, or (2) become incapacitated and unable to serve as Trustee, by reason of advanced age or illness as determined in the sole discretion of the Co-Trustee upon determination of such by the personal physician of Elmer Steider, then in either event, B. Roger Steider shall remain as sole Trustee, with full trust powers as set out in this instrument. In the event that Roger Steider shall be unable to serve, I hereby nominate and appoint Genive Smetter as Successor Trustee.

VI. TRUSTEE'S POWER

In extension and not in limitation of the powers given by law or other provisions of this instrument, but subject to the limitations that (1) the Trustee shall have no power which adversely affects the marital deduction which is otherwise available to Grantor's estate, and (2) all powers shall be exercised in a fiduciary capacity and in a manner which balances fairly the respective interests of the beneficiaries, the Trustee shall have the following powers to be exercised in its discretion, without the necessity for court order or approval:

A. Retain any property deposited in this trust, without liability for depreciation, and to invest and reinvest in any interest bearing securities, bonds or notes, including common trust funds, deemed by the Trustee to be for the best interests of the trust and the beneficiaries thereunder, without regard to the usual rules of law governing diversification of trust assets and irrespective of any statutes or rules of law.

B. Hold investments in bearer form, in the name of the Trustee or in the name of a nominee with or without indication of the fiduciary relationship.

C. Sell and convey any property of the trust, or any interest therein, or exchange the same for other property

for such price or prices and upon such terms as, in its discretion and judgment, may be deemed for the best interests of the trust and the beneficiaries thereunder.

D. Shall be compensated at the rate of ten percent (10%) of net income of the trust.

E. Do all other acts reasonably necessary for the proper management of the trust property.

VII. RESTRICTION ON ASSIGNMENT

No interest hereunder shall be assignable or transferable by any beneficiary, or be subject during his or her lifetime to the claims of his or her creditors by any form of voluntary or involuntary attachment or garnishment proceedings. However, this provision shall not be construed as restricting the exercise of any power of appointment granted hereunder or any provision granting rights to withdraw principal.

VIII. DISCLAIMER BY BENEFICIARY

If any person should renounce or disclaim his or her interests under this trust, the interests succeeding to those which are renounced shall be accelerated. A disclaimer of only a part of the interest provided to a beneficiary shall not affect the interest provided herein for the beneficiary in any part not disclaimed. Such beneficiary shall share in the increase in the value of any interest not disclaimed which results from the disclaimer.

IX. DUTIES OF THIRD PARTIES

In no case shall any party dealing with the Trustee in relation to any trust property be obligated to see to the application of any purchase money, rent or money advanced, nor shall any such party be obliged to see that the terms of this trust shall have

been complied with or inquire into the necessity or expediency of any act of the Trustee. Every deed, lease or other instrument executed by the Trustee in relation to any real estate or other trust property shall be conclusive evidence in favor of every person relying upon, or claiming under such conveyance, lease or other instrument:

A. That at the time of delivery thereof, this trust was in full force and effect;

B. That said instrument was executed in accordance with the trust's conditions and limitations and is binding upon the beneficiaries of the trust; and

C. That the Trustee was duly authorized and empowered to execute and deliver such deed, lease or other instrument.

X. ACCOUNTING BY TRUSTEE

The Trustee shall render an annual accounting to Grantor and beneficiary. This report shall include a statement of all receipts and disbursements of both income and principal and a list of the assets on hand at the end of the accounting period. The Trustee shall also furnish the beneficiary with information needed for income tax purposes.

XI. BOND

No bond shall be required of the Trustee herein named because Grantor has full confidence in the integrity and solvency of Trustee.

XII. EFFECT OF HEADINGS

The headings used at the beginning of paragraphs and subparagraphs of this Trust Agreement are for convenient reference only and are not intended in any way to modify or control the intent or meaning of the language used in the body of each paragraph or subparagraph.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and the
Co-Trustees have hereunto set their hands to this agreement on the
20th day of April, 1990.

G. L. Jacob
Witness

Elmer Steider
ELMER STEIDER, Grantor

G. L. Jacob
Witness

Elmer Steider
ELMER STEIDER, Co-Trustee

G. L. Jacob
Witness

R. Roger Steider
R. ROGER STEIDER, Co-Trustee

TRUST PROPERTY CONVEYED

1. Bank and Checking Accounts:

- A. Home State Bank
Beaver Crossing, Nebraska
Account No. 445-791
- B. First National Bank
Rogers, Arkansas
Account No. 80213008
- C. The Bank of Bentville
Bentville, Arkansas
Account No. 80568915

2. Notes and Mortgages:

- A. Note of Tracy Payne, 805 Walnut Street, Beaver Crossing, Nebraska
- B. Note of Genive Smetter, 803 Walnut Street, Beaver Crossing, Nebraska
- C. Deed of Trust - Judy Smith to Elmer Steider, Beneficiary, on SE $\frac{1}{4}$ of 19-8-3, Sacramento, California
- D. Deed of Trust - Boone to Elmer Steider, Beneficiary, on NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ 15-21-28 Barry County, Missouri
- E. Land Contract - Juel to Elmer Steider on tract in 15-21-28, Barry County, Missouri
- F. House in Beaver Crossing, Nebraska