

19

2822

FILED  
BOOK 1998 PAGE 0289

98 JAN 16 PM 12:15

Carol Higgins  
REGISTER OF DEEDS  
DODGE COUNTY, NE

COMPUTER  
INDEX  
FEES \$16.50

PREFACE TO DEED OF TRUST

COMPLETE this portion ONLY if the real property described consists of INDIVIDUALLY OWNED AGRICULTURAL LAND.  
If applicable, complete ONLY ONE either A, B, or C:

A. DISCLAIMER OF RIGHT TO DESIGNATE HOMESTEAD:

The Borrower(s) acknowledge that they are about to execute the following Deed of Trust upon the real estate described therein. The Borrower(s), and each of them if more than one, do hereby disclaim their right to designate a homestead pursuant thereto. No part of the homestead of either of the Borrower(s) is presently or will in the future be situated upon said real estate. The Borrower(s) understand that if either establishes a homestead on any part of said real estate during the time the Deed of Trust remains unsatisfied and a lien upon said real estate, there shall be no right to make a designation of homestead in the event of a foreclosure or trustee's sale with respect to said Deed of Trust.

B. WAIVER OF RIGHT TO DESIGNATE HOMESTEAD:

The Borrower(s) acknowledge that they are about to execute the following Deed of Trust upon the real estate described therein. The Borrower(s), and each of them if more than one, do hereby waive their right to designate a homestead pursuant thereto. The Borrower(s) understand that they have the right to make a designation of homestead and that by executing this waiver, they are waiving rights otherwise available for the purpose of affording them the opportunity to retain their homestead in the event of a default upon the deed of Trust.

C. DESIGNATION OF HOMESTEAD:

Pursuant to the Farm Homestead Protection Act (Section 76-1901 et seq. Revised Statutes of the State of Nebraska), the Borrower(s), do hereby designate the real property described in the "Designation of Homestead" attached hereto and incorporated herein by this reference.

\_\_\_\_\_  
Borrower  
  
\_\_\_\_\_  
Borrower

DEED OF TRUST WITH FUTURE ADVANCES PROVISION

THIS DEED OF TRUST, is made as of the 9th day of January, 1998, by and among the Trustor, Tom L. Sawyer and Marka L. Sawyer--Husband and Wife--, whose mailing address is 5027 Ventura Dr., Fremont, NE 68025

\_\_\_\_\_  
(herein "Borrower"), the Trustee, Fremont National Bank & Trust Company whose mailing address is 152 East 6th Street, Fremont, Nebraska (herein "Trustee"), and the Beneficiary, Fremont National Bank & Trust Company whose mailing address is 152 East 6th Street, Fremont, Nebraska (herein "Lender").

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and trust herein created, the receipt of which is hereby acknowledged, Borrower hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Lender, under and subject to the terms and conditions hereinafter set forth, the real property, described as follows:

SEE ATTACHED

Together with all buildings, improvements, fixtures streets, alleys, passageways, easements, rights, 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 the homestead or marital interests, if any, which interests are hereby released and waived; all of which, including replacement, and additions thereto, is hereby declared to be a part of the real estate 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 Borrower's note and/or credit agreement dated January 9, 1998, having a maturity date of July 8, 1998, in the original principal amount of \$ \*\*85,000.00\*\* and any and all modifications, extensions and renewals thereof or thereon and any and all future advances and readvances hereunder pursuant to one or more promissory notes or credit agreements (herein called "Note"); (b) the payment of other sums advanced by Lender to protect the security of the Note; (c) the performance all covenants and agreement of Borrower set forth herein; and (d) all indebtedness and obligations of Borrower to Lender whether direct, indirect, absolute or contingent and whether arising by note, guaranty, overdraft or otherwise; (e) pre-existing and simultaneous indebtedness of the Borrower to the Lender and all renewals, extensions, modifications and advances on said pre-existing or simultaneous indebtedness; (f) this Deed of Trust to mature and be enforceable at the maturity of pre-existing or simultaneous indebtedness, or subsequent notes or renewal note or notes.

