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Carol Minimal
RESISTER OF LEEDS
DODGE COUNTY, NE

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PREFACE TO DEED OF TRUST

COMPLETE this pertion ONLY if the real property described consists of INDIVIDUALLY OWNED AGRICULTURAL LAND.

It 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 tuture 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.

E 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 Feed of Trust.

L) 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 Humestead" attached hereto and incorporated herein by this reference.

| Barrower | |
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| | |
| Borrower | |
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DEED OF TRUST WITH FUTURE ADVANCES PROVISION

THIS DEED OF TRUST, is made as of the 9th day of <u>January</u>, 19 98, 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

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 Individual to the 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 herety 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 market 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 estate secured by the lien of this Daed 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 Inis beed or 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 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 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 enforcable at the maturity of pre-existing or simultaneous indebtedness. or subsequent notes or renewal note or notes.

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| Borrows, In greated the security of this Deed of Treat, coverants and agrees with tender as follows: 1. Payment of Priorityst and Interest. Borrower shall promptly pay when due the principal of and interest on, and any fees or charges provided in, the Note or the Deed of Treat. |
| 2 Title. Surrower is the conner of the Property, this the right and authority to convey the Property, and wasterits that the feel created hereby is a on on the Property, except as may otherwise be set form bettern, and the execution and develop it this Great of Trost does not would any context or other obligation which between its subsets. |
| 3 Taxes, Assessments. To pay when due all lazes, special assessments and all ories charges against the Property and, upon written demand by Lender, to policient as may be sufficient to enable the Lender to pay such taxes, assessments or other charges as they become due. |
| personal to the part of the pa |
| 5. Maintenans Bajain and Engelesce with Less Scrover shall keep the Properly in good creation and raphir last prompty raphir. on report in passing or desergation of complex passing or complex passing and prompty passing and prompty passing and prompty passing |
| 6. Entered Reside. Lindow: A healthy assigned all compensation, assess: changes also converpendent or relate interest in Proceedings of the processing or interest. In the contraction of the contraction of their strong of the Processing or interest, and proceedings and the assignment of their strong or interest and generated and severe interest or contract with earth of the section of the processing and a third assignment or entered assignment or contract with the section of the section of the processing and their section of the section o |
| 1. Informance by Leader. On the crost of Borrys are latered to person any of the convents battle or new any purposes in young before the convents of the co |
| 8 Events at Ostavil. The introving shall conside a an extent of ostavil under the Dyest of frost (a) Fairtre to pay any estallment of paintipal or interest or any other som secured hereby when due, or lative to pay when due any off indebtedests of Betroner to Letzer: |
| indebtedness of Barrower to center (b) A preach of or default under any promision contained in the Note, this Deed of Itiast, any document which secures the Note, and Jay of |
| encumbrance upon the Property. (c) A wing of execution or attachment or any similar process shall be entered against Borrower which shall become a fen on the Property or a |
| portion thereof or interest therein. |
| (d) These shart be leted by or appent derrower an action under any present or lower federal. Justs or some states, the ar registeron training backmodity resolvent or either series or appended any hybride resolvent or operation of Boromer or of all or any part of I Projectly or the creak, souch or profes through, or Boromer shall make any general assignment for the bereifit of creators. |
| (1) The sale, transfer, assignment, conveyance or further encumbrance of all or any part of or any interest in the Property either voluntarily involuntarily, without the express written consists of Lender |
| (f) if Borrower is not an indentious, the tale, transfer, assignment, conveyance or encurrorance of more than |
| Remedies: Acceleration tipes Default. In the event of any Event of Belauft, Lender may docure all undebtedness secured hereby to be due and payable as same shall insurance become due and payable without any presentment comment, protest or notice of any kind. Thereafter Lender may |
| (a) Demand that Trustee exercise the POWER OF SALE grance herein and Trustee shall thereafter cause Borrower's interest in the Property to be and the process to be distributed, as in the manner provided in the Nebrasia Trust Deeds Act. |
| (a) Enter in person o les gents, min or without dronging any ution or strateging, or by a restrictive appointed by a form and without register and the personal control of |
| (c) Commence an action to sentione has been for the comment terms of |
| In the Braider. The Trustee may make a law, home without excess, and knoter thay at any men and without bestee appoint a successor or soldware. That the best had not be able to ray more or instance excess clears care for the sold in next careful, and an and not be requested to share a year according make the the extrement of this Deed of Trust unless solden index, in entire, lit costs, concenspion or september which may be associated theretied in additionable group of the sold of t |
| Fightre Advances. Upon request of Borrower, Lender may, at its option, make additional and future advances and readvances to Borrower. Such advant and readvances, such interest thereon, shall be secured by this Dard of Trust. At no time shall the concount amount of the indebtegress secured by this Dard of Trust. |
| not including sums advanced to protect the security of this Deed of Trust, exceed the original principal amount stated heres, or \$*A&85,000,000** |
| 12. Miscellineous Provision. (a) Barrowse Not Released Extension of the time for payment or modification of anonyzation of the sums secured by this Deed of Trust quantity of the Commission of the Commission of the Commission of Commission |
| tender to the source assumed by this flear of front by created a period country to the created flore for payment or otherwise most executive at the source assumed by this flear of front by created and any departure, the section is confined for the foreign and the source assumed to the flore of the source assumed to the flore of front by created as section of the tenders flore of the source assumed to the flear of front by created as section of any departure, the section is forting for the foreign of the source and front by created as section of the section of the source and for the created as section of the source of the source as the section of the source of the source as the section of the source of the s |
| If the property is the property is the property of the propert |
| (c) Furthersnee by Leader Met a Wieter Any forbearance by Lendor in exercising any right or remedy hereunder or otherwise allorded by application, that not be a waver of or preclude the exercise of any 1000 mght for remedy. The procurement of insurance or the payment of tasks or other least extension to be indeed and as the assert of Lander's robult in exercising the manufact of the indeedstandess secured as the assertance the manufact of the indeedstandess secured. |

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charges by Lender shall and be a lender it regul to accent the munity of the dedestones serviced by the force of Trust (1) Execution and August Sender, John of Serval Liberty, Espains. The commands and degenerate steme contained shall body, and the regular participation of the process of the contained shall body, and the regular participation of the participation of defend the participation of defending the participation of defen

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(I) Impetition, Lender may make or cassa to be made responsible makes upon and inspections of the Property, provided that Lender shall give formers position prior to any such inspection reporting responsible to the contract of the property and inspection reporting responsible to the property and inspection reporting responsible to the page of this stand as more exploring inclinations accorded by their cold instituted may report institute formers with inspect, and their standard watership with the page of this standard as more exploration of the contraction of the cold institute report institutes and receiver but inspect, which watership with a contraction with the resist standard responsibility of the page of the two sits feature, proposed and other personal property sent or connection with the resist standard responsibility of the page of the cold sent feature, and the subject of the cold sent desired features of the cold sent features and the subject on the cold sent desired features and the subject of the cold sent desired features and the subject of the resists believe features closes, and as standard feature features as Security Agreement under self-cold, the subject of the features and the subject of the resists believe features closes. The sentence shall be considered as Security Agreement under self-cold cold and the sentence of the cold of the security of the sentence of the cold of the security of the sec

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Lots I 6 2, Block 2, Sawyer Subdivision to the City of Premont, Dodge County, Nebraska.

AND

ing EXCEPT Lots i & 2, Slock |, Swyar Subdivision to the City of Freedictury, Nebraska.

AND

A tract of land located in the NHI/4 of the NHI/4 of the NHI/4 of Section 25. Tourship 17 North, Range 8 East of the 5th Ph., Dodge County, Nebraska, containing 0.77 acres, more or less, and being more particularly described as follows: Commencing at the NH corner of the NHI/4 NHI/4 NHI/4 and going thence 3 00 degrees 00'00"H, on a assumed learing, along the Mest margin of said NHI/4 NHI/4 NHI/4 NHI/4 NHI/4 NHI/4 NHI/4 HI/14 HI/14 Thence 8 89 degrees 25'05"E, along the South margin of-said NHI/4 NHI/4 NHI/4 NHI/4 Thence 5 89 degrees 25'05"E, along said South margin, for a distance of 281.33 feet to the point of beginning thence continuing 8 89 degrees 25'05"E, along said South margin, for a distance of 281.00 feet to the point on the Westerly Right-of-Way line, for a distance of 100.00 feet; thence N 89 degrees 27'59"E along said Westerly Right-of-Way line, for a distance of 100.00 feet; thence N 89 degrees 27'59"E along said Westerly Right-of-Way line, for a distance of 100.00 feet; thence N 89 degrees 27'59"E along said Westerly Right-of-Way line, for a distance of 100.00 feet; thence N 99 degrees 27'59"E along said Westerly Right-of-Way line, for a distance of 100.73 feet; thence N 99 degrees 27'59"E along said Westerly Right-of-Way line, for a distance of 100.73 feet; to the point of beginning EXECTLOS 18 2, Slock I, Suyer Subdivision to the City of Freenot, Bodge County, Nebraska.