

3 CLASS  
Classic Title Company  
715 North 120th Street  
Omaha, NE 68154  
(402) 496-1941

BOOK 4236 PAGE 374

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## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 21, 1993. The trustor is William E. Truska and Denise A. Truska, Husband and Wife ("Borrower"). The trustee is First State Bank of Maple Park ("Trustee"). The beneficiary is Buckley Nebraska Bank and Trust Co., which is organized and existing under the laws of the United States of America and whose address is 4710 South 23 Street, Omaha, NE 68107 ("Lender"). Borrower owes Lender the principal sum of Eighty Two Thousand & No/10 Dollars (\$82,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Douglas County, Nebraska:

The West 25 Feet of Lot 10 and the East 30 Feet of Lot 11, Diamond Head, A Subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska

A 30981  
CASE # BK 4236 R FB MR -000300K  
PL 102 PG 324-328 COMP 11 SCAN 11  
FEE 31.00 OF 100 LEGAL PG 274 NO ... FV  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

which has the address of 15409 Burdette Street, Omaha, Nebraska 68154 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction. It constitutes a uniform security instrument covering real property.

Classic Title Company

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Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of exercising the power of sale, and the sale, including the payment of the Trustee's fees actually incurred, not to exceed 3.000% of the principal amount of the note at the time of the declaration of default, and reasonable attorneys' fees as permitted by law; (b) to all sums secured by this security instrument and (c) any excess to the power of sale amount.

**22. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall assume responsibility for the payment of all taxes, assessments, and other charges which may be levied against the Property after the date of reconveyance.

13. Successor 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. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and hereinafter.

**24. Requests for Notices.** Borrower, receipt is made copies of the notices of default and sale be sent to Borrower's address above last set forth.

**23. Riders to the Security Instrument.** If one or more riders are executed by borrower and bonded together with this security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this security instrument as if the rider(s) were a part of this Security

### Instrument.

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#### REFERENCES

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**BY SIGNING THIS AGREEMENT, YOU AGREE AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE SECURITY AGREEMENT, WHICH IS A PART OF THIS AGREEMENT. BY SIGNING**

William E. Zell  
Veteran  
Retirement Center  
Demper P. Zell

**STATE OF NEBRASKA.**  
**COUNTY OF LINCOLN.**

On this 21<sup>st</sup> day of December, 1930, before me, the undersigned, a Notary Public duly authorized and qualified for said county, personally saw William C. Tye and Dennis R. Tye, husband and wife, to be known to be the identical persons, whose names are subscribed to the foregoing instrument and witnessed their execution thereof to be a voluntary and true.

Witnesses to the trial and its aftermath. One such witness was the late James A. G.

### **My Communication**

200-100-100 Staff of Batt.

May 20, 1947, 10:00 a.m.  
John G. Nichols  
Molasses Islands

21.000000 50.000000  
35.000000 50.000000