

STATE OF Nebraska
COUNTY OF Douglas
Project #OPW 52470
File No. 21594-16

TITLE CERTIFICATE

EFFECTIVE DATE: December 19, 2016, at 8:00 AM

The undersigned, a Registered Nebraska Abstracter, operating under the Certificate of Authority granted it by the Abstracters Board of Examiners, presents this Title Certificate, hereafter "Certificate", relative only to the following described real estate in the County referenced, hereafter "property":

EAST 50 FEET OF LOT 16 AND SOUTH 1/2 VACATED ALLEY ADJOINING ON THE NORTH, AND NORTH 16 1/4 FEET VACATED STREET ADJOINING ON SOUTH, BLOCK 102, IN THE CITY OF FLORENCE, NOW A PART OF THE THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AS SURVEYED, PLATTED AND RECORDED.

AND LOT 17 AND SOUTH 1/2 VACATED ALLEY ADJOINING SAID LOT ON THE NORTH AND THE NORTH 16 1/4 FEET OF GREBE STREET ADJOINING SAID LOT ON THE SOUTH, BLOCK 102, IN THE CITY OF FLORENCE, NOW A PART OF THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AS SURVEYED, PLATTED AND RECORDED.

AND LOT 18 AND ALSO SOUTH 1/2 VACATED ALLEY ADJOINING ON THE NORTH AND WEST 1/2 VACATED ALLEY ADJOINING ON THE EAST AND NORTH 16 1/4 FEET VACATED STREET ADJOINING ON THE SOUTH, BLOCK 102, IN THE CITY OF FLORENCE, NOW A PART OF THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AS SURVEYED, PLATTED AND RECORDED.

ADDRESS: **3316 Grebe Street, Omaha, NE**

This Certificate is a contract between TitleCore National, LLC as an Abstracter and City of Omaha Public Works Department. The consideration for this contract is the information set forth below and furnished by the Abstracter together with the fee charged by the undersigned for the service performed by the Abstracter. The scope of this contract is outlined as follows:

- (a) This Certificate is not an abstract of title, nor a complete chain of title search, nor an attorney's Title Opinion, nor is it a title insurance policy or title insurance binder.
 - (b) This Certificate does provide limited title facts relative to the property only as specifically set out in the following numbered paragraphs. Each numbered paragraph identifies the particular information provided in this certificate.
 - (c) This Certificate reports limited information of record to the effective date above.
- 1.) The Grantee(s) in the last deed of record:
Randy J. Johnson and Mary E. Kelly, husband and wife, by virtue of that certain Survivorship Warranty Deed dated January 13, 1999 and recorded February 2, 1999 at Book 2112, Page 486, of the Records of Douglas County, NE.
 - 2.) Unreleased mortgages and liens of record:

Deed of Trust dated February 10, 2014, recorded February 14, 2014 at Instrument No. 2014-011845, of the Records of Douglas County, NE, executed by Randy J. Johnson, a married person; Mary E. Kelly-Johnson, a married person, husband and wife, in favor of Wells Fargo Financial National Bank, Trustee, and Wells Fargo Bank, N.A., Beneficiary, securing the sum of \$75,100.00 and any other amounts payable under the terms thereof.
 - 3.) Financing Statements filed in the County Register of Deeds or Recorder's Office and indexed against the property:
None.
 - 4.) Judgments and pending law suits in District Court:
 - (a) Judgments of record in the County District Court filed on the property, or indexed against the Grantee(s):
None.

(b) Pending Law Suits of record in the County District Court on the property, or indexed against the Grantee(s):

None.

5.) Tax Liens, State and Federal:

(a) Unreleased state tax liens of record filed against the Grantee(s):

None.

(b) Unreleased federal tax liens of record filed against the Grantee(s):

None.

6.) Other Liens of Record: Liens of record in the office of the Register of Deeds or Recorder and indexed against the property, (other than those liens previously set forth):

None.

7.) Guardianships, Estates, and Conservatorships filed in the County Court and indexed against the Grantee(s):

None.

8.) Easements, Covenants and Restrictions of Record:

Easements for utilities as reserved in Ordinance No. 13507, recorded June 19, 1928 at Book 86, Page 4, of the Records of Douglas County, NE, above, on and below the surface of the vacated alley which comprises a portion of the subject property.

Easements for utilities as reserved in Ordinance No. 380, recorded December 27, 1916 at Book 37, Page 215, of the Records of Douglas County, NE, above, on and below the surface of the vacated alleys which comprises a portion of the subject property.

Easement recorded August 2, 1988 in Book 857 at Page 285 of the Records of Douglas County, NE, granted to Steve and Cheryl Sexton, over a portion of property described therein.

9.) Real Estate Taxes and Special Assessments: Unpaid real estate taxes and unpaid special assessments certified for collection in the tax offices of Douglas County and indexed against the property:

General taxes assessed under Tax Key No. 0762-0002-11 for the year 2015 payable in the year 2016 levied in the amount of \$2,698.14, first installment is paid, second installment is paid.

General taxes assessed under Tax Key No. 0762-0002-11 for 2016 due and payable in 2017, levied in the amount of \$2,705.86, first installment is due and will become delinquent April 1, 2017, second installment is due and will become delinquent August 1, 2017.

Special Assessments:

None.

This Title Certificate certifies that TitleCore National, LLC has examined the records of Douglas County, Nebraska, and has set out, as displayed above, filings of instruments, judgments and real estate tax information of the records of the District Court, County Court, U.S. Bankruptcy Court for the District of Nebraska and Register of Deeds, that may affect the title or Grantee(s), within the defined scope and parameters of this Title Certificate.

Issued: December 28, 2016

TitleCore National, LLC



Registered Abstracter
Under Certificate of Authority No. 662



2112 486 DEED



01192 99 486-487

Nebr Doc	Stamp Tax
22-99	Date
\$ 141.75	
By	<i>[Signature]</i>

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 FEB -2 AM 9:56

RECEIVED

SURVIVORSHIP WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT ELIZABETH ANN BAHLE , A SINGLE PERSON

herein called the grantor, whether one or more, in consideration of One Dollar and other valuable consideration received from grantees, do hereby grant, bargain, sell, convey and confirm unto RANDY J. JOHNSON AND MARY E. Kelly - JOHNSON, HUSBAND AND WIFE

, as joint tenants with rights of survivorship, and not as tenants in common, the following described real property in Douglas County, Nebraska See Exhibit "A" Legal Description Attached.

1192 B 44
 FEE 11.50 FB 12280
 BKP 24-1 C/O Y COMP h
 CEL SCAN BW FV

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from encumbrances except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

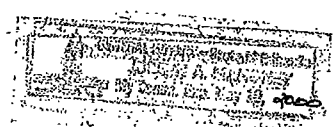
It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Executed: JAN. 13, 1999

Elizabeth Ann Bahle
ELIZABETH ANN BAHLE

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 13 day of JAN 1999 by ELIZABETH ANN BAHLE , A SINGLE PERSON



Joseph C. McManis
NOTARY PUBLIC
My Commission Expires: MAY 10, 2000

EXHIBIT A

EAST 50 FEET OF LOT 16 AND SOUTH 1/2 VACATED ALLEY ADJOINING ON THE NORTH, AND NORTH 16 1/4 FEET VACATED STREET ADJOINING ON SOUTH, BLOCK 102, IN THE CITY OF FLORENCE, NOW A PART OF THE THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AS SURVEYED, PLATTED AND RECORDED.

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9815019285-3026

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MTG 2014011845



FEB 14 2014 12:15 P 18

Fee amount: 112.00
FB: 44-12280
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/14/2014 12:15:34.00



2014011845

Return To: Wells Fargo Bank, N.A.
FINAL DOCS N0012-01B
6200 PARK AVE
DES MOINES, IA 50321

Prepared By: MATTHEW A GREKSTAS
250 E JOHN CARPENTER FWY
3RD FLOOR
IRVING, TX 75062-2710

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 10, 2014, together with all Riders to this document.

(B) "Borrower" is Randy J Johnson, a married person; Mary E Kelly-Johnson, a married person. Borrower is the trustor under this Security Instrument. *husband & wife*

(C) "Lender" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Wells Fargo Financial National Bank.

(E) "Note" means the promissory note signed by Borrower and dated February 10, 2014. The Note states that Borrower owes Lender seventy five thousand one hundred and 00/100 Dollars (U.S.

1964 199058 13



\$75,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2029.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject



matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 located in the County [Type of Recording Jurisdiction] of Douglas [Name of Recording Jurisdiction] SEE ATTACHED LEGAL DESCRIPTION.

Parcel ID Number: 0762-0002-11 which currently has the address of 3316 GREBE ST [Street] OMAHA [City], Nebraska 68112-2108 [Zip Code] ("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 seised 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 to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the



Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payments to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender



may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate



to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall



be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.



Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated



payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.



If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of



any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the



reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If



Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 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 30 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. The notice shall further inform Borrower of the right to reinstate after acceleration



and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the 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 this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the 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 and reasonable attorneys' fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. 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. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Request for Notices. Borrower requests that copies of the notice of default and sale be sent to Borrower's address which is the Property Address.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

[Signature] 2-10-14
Randy J Johnson Date
Seal

[Signature] 2-10-14
Mary E Kelly-Johnson Date
Seal

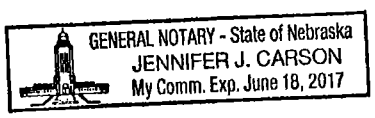
Acknowledgment

State of Nebraska

County of Douglas

This instrument was acknowledged before me on 2-10-14 by
Randy J. Johnson & Mary E. Kelly-Johnson,
husband & wife

[Signature]
Notary Public
My commission expires: 6-18-17



Loan Origination Organization: Wells Fargo
Bank N.A.

Loan Originator: Michael PERKINS

NMLSR ID: 402070

NMLSR ID: 399801



EXHIBIT 'A'

196419905813

LEGAL DESCRIPTION

Situated in the City of Omaha, County of Douglas, State of Nebraska, and is described as follows:

East 50 feet of Lot 16 and the South $\frac{1}{2}$ vacated alley adjoining on the North, and North $16 \frac{1}{4}$ feet vacated Street adjoining on the South, Block 102, in the City of Florence, now a part of the City of Omaha, Douglas County, Nebraska.

And Lot 17 and South $\frac{1}{2}$ vacated alley adjoining said Lot on the North and the North $16 \frac{1}{4}$ feet of Grebe Street adjoining said Lot on the South, Block 102, in the City of Florence, now a part of the City of Omaha, Douglas County, Nebraska

And Lot 18 and also South $\frac{1}{2}$ vacated alley adjoining on the North and West $\frac{1}{2}$ vacated alley adjoining on the East and North $16 \frac{1}{4}$ feet vacated Street adjoining on the South, Block 102, in the City of Florence, now a part of the City of Omaha, Douglas County, Nebraska

Property Address: 3316 Grebe Street, Omaha, NE 68112
Parcel Number(s): 0762-0002-11



BK 0857 PG 285



MISC 1988 12708

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Betty Bable hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the State of Nebraska, a Municipal Corporation, hereinafter referred to as State of Nebraska, and to its successors and assigns, an easement for the right to construct, maintain and operate a Closed Sewage line. Sewer,

and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

worth 10 feet of lot 16, 17, 18 Block one
hundred two (02) Florence
(S 1/2) Vacated Alley

12788
Mead

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 GEORGE J. BILLENZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

TO HAVE AND TO HOLD unto said State of Nebraska, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the State of Nebraska. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the State of Nebraska to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the State of Nebraska. Improvements which may be approved by State of Nebraska include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That State of Nebraska will replace or rebuild any and all damage to improvements caused by State of Nebraska exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by State of Nebraska.
3. That State of Nebraska shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the State of Nebraska and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said State of Nebraska and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said State of Nebraska and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the State of Nebraska will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the State of Nebraska or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the State of Nebraska or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 1 day of August A.D., 1988.

Betty A. Bable

Name of Corporation

Corporate Seal By _____ President
Attest _____ Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 1 day of August, 1988, before me a Notary Public, in and for said County, personally came the above named: Betty Bahle

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



Mary T. Mills
NOTARY PUBLIC

My Commission expires 10-6-88

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ Corporation, and _____ Secretary of said Corporation,

to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

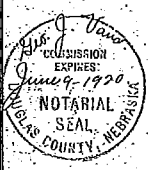
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires _____

Stewart L. Smith
3216 N. Dodge Dr
Omaha Neb 68112

MISCELLANEOUS RECORD NO. 37



Subscribed in my presence and sworn to before me this 9 day of December, 1916.

Geo. J. Vana
Notary Public.

State of Nebraska,
Douglas County.

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 27th day of December, A. D. 1916, at 10.20 o'clock A. M.

Harry Pearce,
Register of Deeds.

Compared by, P&O

2. Ordinance,
Vacating Streets
and allies.
CITY OF FLORENCE

The City of Florence, Douglas County, Nebr.
Aug. 15, 1916.

to
THE PUBLIC.) To whom it may concern:

This certifies that on the 27th day of July, 1915, the following proceedings were held by the City Council of Florence to-wit:

Councilman Henry Behrman introduced an Ordinance No. 380, entitled "an ordinance providing for the vacation of all of the alleys in blocks 20, 21, 22, 26, 27, 30, 31, 36, 37, 41, 42, 46, 47, 53, 54, 59, 60, 67, 72, 73, 80, 81, 84, 85, 86, 87, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 107, 108, 109, 110, 111, 114, 115, 116, 117, 118, 119, 120, 123, 124, 129, 130, 131, 132, 133, 134, 135, 136, 138, 139, 140, 141, 142, 168, 169, 231, 234, 235, 256, 237, 238, 240, 248, 251, 252, also that part of Cook Street from the west side of Fifth Street to the east side of Main Street, and that part of Cook street from the west side of Main Street to the east side of Bluff Street and from the west side of Bluff Street to the east line of Prospect Street, all in the City of Florence, according to the generally recognized lithographed map and plan of said City, and providing for the election and compensation and prescribing the duties of householders to determine damages, if any, on account thereof.

Be it ordained by the Mayor and Council of the City of Florence:

Section 1. That it is deemed for the public good, by this Council, to vacate all the alleys in blocks 20, 21, 22, 26, 27, 30, 31, 36, 37, 41, 42, 46, 47, 53, 54, 59, 60, 67, 72, 73, 80, 81, 84, 85, 86, 87, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 107, 108, 109, 110, 111, 114, 115, 116, 117, 118, 119, 120, 123, 124, 129, 130, 131, 132, 133, 134, 135, 136, 138, 139, 140, 141, 142, 168, 169, 231, 234, 235, 236, 237, 238, 240, 248, 251, 252, also that part of Cook Street from the west side of Fifth Street to the east side of Main street and that part of Cook Street from the west side of Main Street to the east side of Bluff Street and from the west side of Bluff Street to the east line of Prospect Street, all in the City of Florence, according to the generally recognized map and plan of said City.

Section 2. That the Mayor and Council proceed forthwith to elect five disinterested householders, which householders shall, after their election respectively take oath to faithfully and impartially discharge their duties and shall determine all damages that may be sustained by the citizens of the City of Florence, or by the owners of the property therein by reason of the vacation of said alleys, or any of them, and said part of said Cook Street.

Section 3. That the compensation to be paid each of said householders for his services shall be \$2.00.

MISCELLANEOUS RECORD, No. 86

PROPERTY ACQUIRED FOR PART OF THE SYSTEM OF PARKS, PARKWAYS & BOULEVARDS (TO BE KNOWN AS EXTENSION OF FONTENELLE BLVD.) FROM 36th ST. AND MARTIN AVE. TO 30th ST. & HOWELL ST.

DESCRIPTION OF PROPERTY

That part of Lot 2, Phillips Subdivision of Blk. 91 Original City of Florence; Described as follows; Beginning at point on South Line of said Lot 2, 60 Ft. West of the Southeast Corner thereof; thence in a Northwesterly direction by a curve to right, with a radius of 150 ft. to point on West Line of said Lot 2, 42.9 Ft. North of southwest corner thereof; thence South along West Line of said Lot, 42.9 ft. to Southwest corner thereof; thence East along South line of said Lot, 105 ft. to place of beginning.

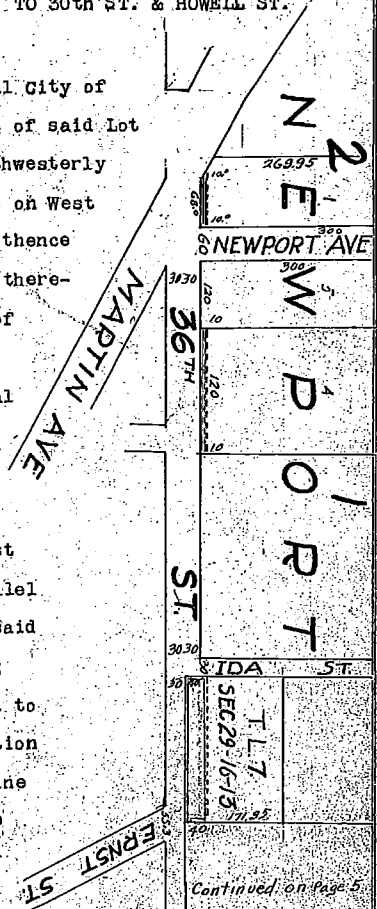
That part of Lot 3 Phillip's Subdivision of Blk. 91 Original City of Florence, described as follows; Beginning at Southeast corner of said Lot; thence North along East line of said Lot, 42.9 ft; Thence in Northwesterly direction by a curve to right with a radius of 150 ft. to point 114.0 ft. South and 45.0 ft. West of Northeast corner of said Lot 3; thence North along line parallel to East line of said Lot 3, 114.0 ft. to point on north line of said Lot, 45.0 ft. West of Northeast corner thereof; thence west along north line of said Lot, 80.0 ft. thence South along line parallel to West line of said Lot, 114.0 ft; thence in a southwesterly direction by a curve to right with a radius of 150 ft. to point on West line of said Lot 3, 48.0 ft. north of southwest corner thereof; thence South along West line of said lot 3, 48.0 ft. to southwest corner thereof; thence East along South line of said Lot 165.0 ft. to place of beginning.

That part of Lot 4 Phillip's Subdivision of Blk. 91 original City of Florence described as follows; Beginning at Southeast corner of said Lot 4, thence north along east line of said Lot, 48.0 ft; thence in a Southwesterly direction by curve to right with a radius of 150 ft. to Southwest corner of said Lot 4; thence East along South line of said Lot, 110.0 ft. to place of beginning.

North one half vacated Alley adjoining and West 10.0 ft. of Lot 5; North one half vacated alley adjoining & Lot 6. North one half vacated alley adjoining & East 10.0 ft. of Lot 7, South 1/2 vacated alley adjoining & East 10.0 ft. of Lot 14; South One half vacated alley adjoining & Lot 15; South One half vacated alley adjoining & West 10.0 ft. of Lot 16; All in Blk. 93, original City of Florence; North one half vacated alley adjoining, and west 10.0 ft. Lot 5; North one half vacated alley adjoining & Lot 6; North one half vacated alley adjoining and East 10.0 ft. Lot 7; South one half vacated alley adjoining and East 10.0 ft. of Lot 14, South one half vacated alley adjoining and Lot 15; South One half vacated alley adjoining and West 10.0 ft. Lot 16, all in Blk. 94, original city of Florence.

West one half vacated alley adjoining & Lot 9; West one half vacated alley adjoining and Lot 10 all in Blk. 96 Original City of Florence.

All of vacated alley adjoining and Lot 1; all of vacated alley adjoining and Lot 2; North one half vacated alley adjoining, and West 10.0 ft. of Lot 5; North One half vacated alley adjoining and Lot 6; North One Half vacated alley adjoining & East 10.0 ft. of Lot 7; South One half vacated alley adjoining and East 10.0 ft. of Lot 14; South one half vacated alley adjoining and Lot 15, south one half vacated alley adjoining and West 10.0 ft. of Lot 16, all in Blk. 97;



MISCELLANEOUS RECORD, No. 86

Original City of Florence.

Twenty Foot vacated alley adjoining and Lots 1, 2, 19 & 20 Blk. 98 Original City of Florence.

That part Lot 3, Blk. 98 original city Florence described as follows; beginning at a point on East line of said Lot 3, 38.2 ft. North of southeast corner thereof; thence in a North-westerly direction by a curve to left with a radius of 85.0 ft. to point on west line of said Lot 3, 2.5 ft. south of Northwest corner thereof, thence North along the west line of said Lot 2.5 ft. to Northwest corner of said Lot 3; thence east along the North line of said Lot, 60.0 ft. to Northeast corner thereof; thence South along the East line of said Lot 83.8 ft. to place of beginning.

That part of Lot 4 Blk 98 Original City of Florence, described as follows: Beginning at Northeast corner of said Lot 4, thence south along east line of said lot, 2.5 ft. thence in a Westerly direction along a curve to left whose radius is 85.0 ft to point on west line of Lot 4, 6.3 ft. south of Northwest corner thereof; thence North along the West line thereof, 6.3 ft. to northwest corner thereof, thence East along North line of said Lot, 60 ft. to place of beginning.

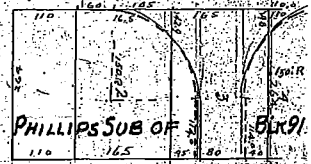
That part of Lot 5 Blk 98 Original City of Florence described as follows; beginning at the Southwest corner of said Lot 5; thence East along the South line said lot, 10.0 ft thence North along a line parallel to west line of said Lot 5, 38.2 ft; thence in a northeasterly direction, by a curve to right with a radius of 85.0 feet, to point on east line of said lot, 6.3 ft. south of Northeast corner thereof; thence North along East line of said Lot 6.3 ft. to northeast corner thereof; thence west along North line of said Lot, 60 ft. to northwest corner thereof. Thence South along West line of said Lot, 112.0 ft. to place of beginning.

North one half vacated alley adjoining west 10.0 ft. of Lot 5; North one half vacated alley adjoining and Lot 6; North one half vacated alley adjoining and East 10.0 ft. Lot 7; South one half vacated alley adjoining and East 10.0 ft. of Lot 14; south one half vacated alley adjoining and Lot 15; south one half vacated alley adjoining and West 10.0 ft. of Lot 16, all in Blk. 98 Original City of Florence.

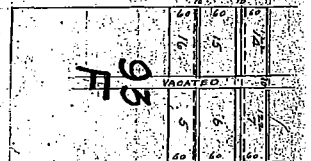
West One half vacated alley adjoining and Lots 9-10-11-12, all in Blk 99 Original City of Florence.

West one half vacated alley adjoining and Lots 6 & 7 and the West one half of Lots 8 and 9 all in Blk 100 Original City of Florence.

FOREST LAWN AVE



CRAIG AVE



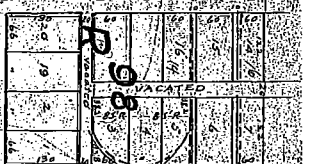
SHEFFIELD ST



KING ST



REYNOLDS ST



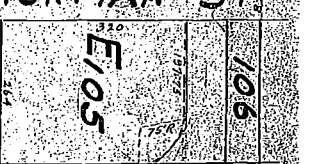
YOUNG ST



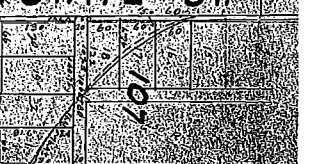
GREBE ST



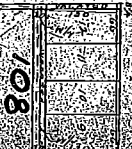
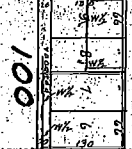
MORMAN ST



STATE ST



WILLITT ST



MISCELLANEOUS RECORD, No. 86

North one half vacated alley adjoining, and West 10.0 ft. of Lot 5; North one half vacated alley adjoining and Lot 6; North One half vacated alley adjoining, and East 10.0 ft. of Lot 7. South one half vacated alley adjoining and East 10.0 ft. of Lot 14. South one half vacated alley adjoining, and Lot 15; South one half of vacated alley adjoining and West 10.0 feet of Lot 16. All in Block 101 Original City of Florence.

North One half vacated alley adjoining and West 10.0 ft. of Lot 5; North one half vacated alley adjoining and Lot 6. North one half vacated alley adjoining and East 10.0 ft. Lot 7. South one half vacated alley adjoining and East 10.0 ft. Lot 14. South one half vacated alley adjoining and Lot 15. South one half vacated alley adjoining and West 10.0 ft. Lot 16. All in Blk. 102 Original City of Florence.

West one half vacated alley adjoining, and Lots 6, 7, 8 & 9 all in Blk. 103 Orig. City Florence.

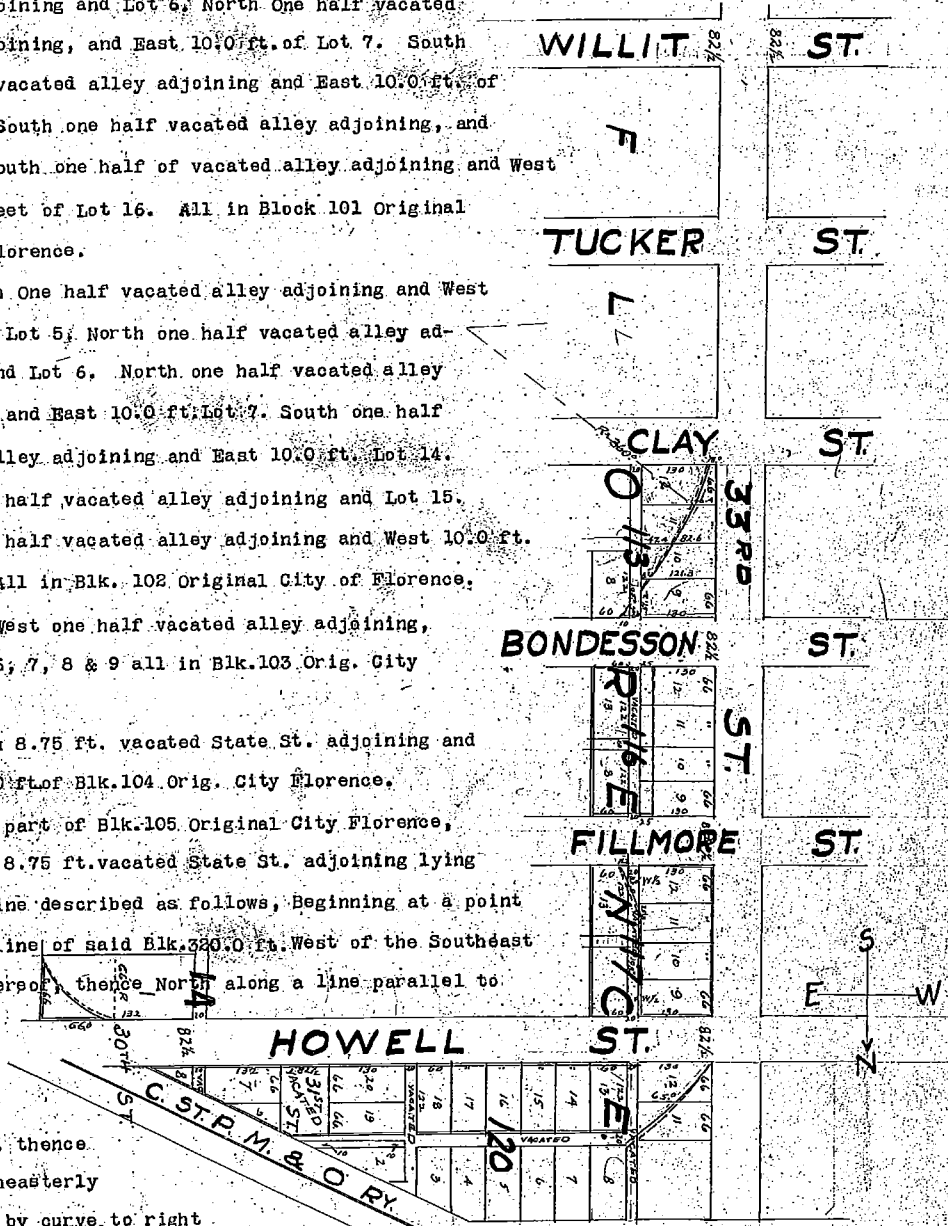
South 8.75 ft. vacated State St. adjoining and West 140.0 ft. of Blk. 104 Orig. City Florence.

That part of Blk. 105 Original City Florence, and South 8.75 ft. vacated State St. adjoining lying West of line described as follows, Beginning at a point on South line of said Blk. 320.0 ft. West of the Southeast corner thereof, thence North along a line parallel to the West line of Blk. 105.

197.75 ft. thence in a northeasterly direction by curve to right with a radius of 75.0 ft. to a point on the North line of the said vacated 8.75 ft. 245.0 ft. West of the East line said Blk 105 produced north.

That part of Lot 1 Blk. 107 Original City of Florence, described as follows: Beginning at Northeast corner of said Lot 1, thence West along North line of said Lot 53.1 ft. thence in southwesterly direction 76.4 ft. more or less, to point on south line of said Lot 38.4 ft. East of southwest corner thereof; thence East along the south line of said Lot, 91.6 ft. to the South East corner thereof, thence north along the East line of said Lot, 66.0 ft. to place of beginning.

That part of Lot 2 Blk. 107 Original City of Florence, described as follows: Beginning at the Northeast corner of said Lot 2, thence West along North line of said Lot 91.6 ft. thence in southwesterly direction 76.4 ft. more or less to southwest corner of said Lot 2; thence East along south line of said Lot, 120.0 ft. to southeast corner thereof; thence North along



MISCELLANEOUS RECORD, No. 86

East line of said Lot 66.0 ft. to place of beginning. That part of Lot 16 Blk 107 original city of Florence and North 8.75 ft. of vacated State St. adjoining, described as follows: Beginning at the intersection of West line of Lot 16 produced south, with the south line of said vacated 8.75 ft. thence in northeasterly direction by curve to left with radius of 250.0 ft. to point on East line of said Lot 16, 15.0 ft. north of the south line of said vacated 8.75 ft. thence South along East line of the said Lot 16, and the same line produced 15.0 ft. to point on South line of said Vacated 8.75 ft. Thence West along the South line of said vacated 8.75 ft. 60 ft. to place of beginning.

That part of Lot 17 Blk. 107 Original City of Florence and vacated 8.75 ft. of State St. adjoining, lying south of a line described as follows; beginning at point on west line of said Lot 17, 6.25 ft. north of the southwest corner thereof, thence in a northeasterly direction by curve to left, with radius of 250.0 ft. to point on East line Lot 17, 37.95 ft. north of the southeast corner thereof;

That part of Lot 18 Blk 107 Original City of Florence, and vacated 8.75 ft. of State St. adjoining, lying south of a line described as follows; beginning at point on West line of said Lot 18, 37.95 ft. north of southwest corner thereof; thence in a northeasterly direction by a curve to the left with a radius of 250.0 ft. to a point on the east line of said Lot 18, 98.95 ft. north of southeast corner thereof;

All of Lot 19, vacated 8.75 ft. of State St. adjoining and all of Lot 20 Block 107 original City of Florence.

That part of vacated alley in Blk. 107 Original City of Florence and 8.75 ft. vacated State St. adjoining; described as follows; beginning at intersection of East line of Lot 18 produced South, with South line of said vacated 8.75 ft. thence East along the south line of vacated 8.75 ft. 20 ft. thence north 140.75 ft. to northwest corner of Lot 19 thence in a southwesterly direction to point on East line of Lot 18 98.95 ft. north of southeast corner thereof; thence south along east line of said Lot 18 and same line produced 107.7 ft. to place of beginning;

West One half vacated alley adjoining and lots 9-10-11 & 12 and West 140.0 ft. of vacated 8.75 ft. of State St. adjoining said Lot 12 and said West One half vacated alley all being in Blk. 108 Original City of Florence.

That part of Lot 8 Blk. 113 Original City of Florence described as follows: Beginning at Northwest corner of said Lot 8, thence east along North line of said Lot, 10.0 ft; thence in southwesterly direction to point on west line of said lot, 17.0 ft. south of the northwest corner thereof; thence north along west line of said Lot 17.0 ft to place of beginning;

That part Lot 9 Blk. 113 Original City of Florence, described as follows: Beginning at the Northeast corner of said Lot 9 thence south along east line said Lot 51.2 ft., thence in a Southwesterly direction to point on south line of said Lot 9, 8.7 ft west of southeast corner thereof; thence West along south line of said Lot, 121.3 ft. to southwest corner thereof, thence North along west line of said Lot 66 ft to Northwest corner thereof, thence East along North line of said Lot, 130.0 ft. to place of beginning.

That part of Lot 10 Blk. 113 Original City of Florence, described as follows; beginning at northwest corner of said Lot 10, thence East along North line of said Lot, 121.3 ft; thence in southwesterly direction to point on south line of said Lot 10. 47.4 ft west of the Southeast corner thereof; thence West along south line of said Lot, 82.6 ft. to southwest corner thereof; thence North along west line of said Lot, 66 ft. to place of beginning.

That part of Lot 11, Blk. 113 Original City of Florence, described as follows, beginning at the Northwest corner of said Lot 11, thence East along North line of said Lot 82.6 ft thence

MISCELLANEOUS RECORD, No. 86

in a Southwesterly direction to point on South line of said Lot, 46.4 ft. east of southwest corner thereof; thence West along South line of said Lot 46.4 ft to southwest corner thereof; thence north along west line of said Lot, 66.0 ft. to place of beginning;

That part of Lot 12, Blk. 113 Original City of Florence, described as follows: Beginning at Southwest corner of said Lot 12, thence East along south line of said Lot, 18.0 ft. thence in a Northeasterly direction by a curve to right with radius of 360.0 ft. to point on North line of said Lot 12. 46.4 ft East of the Northwest corner thereof; thence West along North line of said Lot, 46.4 ft to the Northwest corner thereof; thence South along West line of said Lot, 66.0 ft to the place of beginning.

One half vacated alleys adjoining and Lot 8 Blk 116 Original City of Florence.

West one half vacated alley adjoining and East 25.0 ft. of Lots 9, 10, 11 & 12 of Block 116 Original City of Florence.

One half vacated alleys adjoining and Lot 13, Blk 116 Original City of Florence.

Lots 9-10-11 & 12 Blk. 117 Original City of Florence; That part of Lot 13 Blk. 117, Original City of Florence, described as follows: Beginning at southwest corner of said Lot 13, thence North along West line said Lot, 32.8 ft. thence in a southeasterly direction to point on south line said Lot, 11.2 ft East of southwest corner thereof; thence West along south line of said Lot, 11.2 ft. to place of beginning.

That part of vacated alley in Blk. 117 Original City Florence, described as follows; Beginning at South East corner of Lot 12, thence North along East line of Lots 9-10-11 & 12 to North line of said Blk. 117; thence East 10 ft. to center of vacated alley, thence South along center line of said vacated alley, 198.0 ft. thence in southeasterly direction to point on West line of Lot 13, 32.8 ft. north of southwest corner thereof, thence south along the west line said Lot 13, 32.8 ft to the southwest corner thereof; thence West 20.0 ft. to place of beginning.

The South 10.0 ft. of Lot 2 Blk. 120 Original City of Florence.

That part of Lot 11 Blk. 120 Original City Florence; described as follows: Beginning at Northeast corner of Lot 11, thence South along East line of said Lot, 66.0 ft. to southeast corner thereof; thence West along the South line of said Lot 66.0 ft. thence in a northeasterly direction to the place of beginning.

That part of Lot 12 Blk 120 Original City of Florence; described as follows:

Beginning at Northeast corner of said Lot 12, thence west along North line of said Lot 66.0 ft. thence in southwesterly direction to southwest corner thereof, thence East along south line of said Lot, 130.0 ft to southeast corner thereof, thence North along East line of said Lot 66.0 ft. to place of beginning.

Lots 13-14-15-16-17-18-19 & 20 Blk. 120 Original City of Florence.

That part of vacated alleys in Blk. 120 Original City of Florence described as follows; Beginning at southeast corner of Lot 12, thence North along East line of Lots 11 & 12 to Northeast corner of Lot 11, thence in Northeasterly direction to southwest corner of Lot 8, thence East along South line of Lots 8-7-6-5-4 & 3 and So. line of Lot 3 produced to point on West line of Lot 2, 10.0 ft. north of southwest corner thereof; thence south along West line of Lots 2, 19 & 20 to South west corner of Lot 20, thence West along South line of Lot 20, Produced 20.0 ft to southeast corner of Lot 18, thence North along East line of Lot 18, 122.0 ft to the Northeast corner thereof; thence West along North line of Lots 18-17-16-15-14-13 to Northwest corner of said Lot 13. Thence south along the West line of said Lot 13, 122.0 ft to southwest corner thereof; thence West along South line of Lot 13, Produced 20.0 ft. to place of beginning.

MISCELLANEOUS RECORD, No. 86

That part of vacated 31st St. lying between Blks 5 and 120 Original City of Florence and Between the Southerly right of way line of the C. St. P.M. & O. Ry. and North line of Howell St.

That part of Lots 6-7-8 and vacated alley in Blk. 5 Original City Florence lying South of southerly Rt. of Way Line of the C.St.P.M. & O. Ry.

That Part of Lot 1 Blk. 14 Original City of Florence described as Follows, beginning at southeast corner of said Lot 1, thence in Northwesterly direction by curve to left with a radius of 66.0 ft. to point on north line of said Lot 66.0 ft. West of Northeast corner thereof, thence East along North line of said Lot, 66.0 ft. to Northeast corner thereof; thence South along East line of said Lot 66.0 ft. to place of beginning.

The East 10 ft. of Lot 1 Blk. 2 Except part taken for Martin Ave. and the East 10 ft. of Lot 4 Blk 1 in Newport Add.

The East 40.0 ft. of Tax Lot 7 Sec. 29-16-13.

I hereby certify that this plat is a true copy of records on file in this Office.

Herman Beal
City Engineer

Document No. 762 - Mch. 6-1928.

Excluded the following Tracts From the Necessity Ordinance No. 13436

Tracts Nos. 47 - 47A and 47B.

Being East One Half Lots 8 & 9 Blk. 100 Florence

Together with 10.0 ft. strip adjoining on the East

Tracts Nos. 77-78-79 & 80.

Being Lots 9-10-11 & 12 Blk 109 Florence, together with 10.0 ft. strip of ground on the East side of said property which at one time comprised 10.0 ft. public alley.

Final Ordinance No. 13507 June 19, 1928

Necessity Ordinance No. 13436 Nov. 22, 1927.

Department of Public Improvements Omaha, Nebr. Office of City Engineer		
Property acquired for part of the system of Parks, Parkways & Boulevards (to be known as extension of Fontenelle Blvd.) from 36th St. and Martin Ave. to 30th St. & Howell St.		
Made by J. W. F.	Scale	June 19 - 1928
Checked By Ed. S. & A. C. B.	1"=100'	Drawing No. 11631

State of Nebraska,
County of Douglas,) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 23rd day of June, A. D. 1928, at 10:10 o'clock, A. M.
Harry Pearce,

Register of Deeds.

Compared by *M.W.*