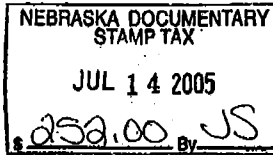


FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-24060

2005 JUL 14 P 12:56 R

Glenn J. Lansing
REGISTER OF DEEDS



COUNTER JS C.E. JS
VERIFY LM D.E. JS
PROOF JS
FEES \$ 6.00
CHECK# 10028
CHG. CASH
REFUND CREDIT
SHORT NCR

Return To:
DRI Title & Escrow
11128 John Galt Blvd., Suite 300
Omaha, NE 68137

SURVIVORSHIP WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

Jose S. Orellana, a single person and Hector Anibal Orellana Montoya, a single person

herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto

Santos Orellana and Maria Graciella Orellanos, husband and wife

herein called the grantee whether one or more, as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Sarpy County, Nebraska, more particularly described as follows:
Lot 31, Harold Square, An Addition to the City of Bellevue, as surveyed, Platted and recorded in Sarpy County, Nebraska.

A Portion of Lot "A" in Harold Square, An Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:
Commencing at the Southeast corner of Lot 31 in said Harold Square; thence South 15° 38' East along the extended eastlery line of said Lot 31 a distance of 43.06 feet to a point on the South line of said Lot "A"; thence South 89° 32' 30" West along said South line a distance of 74.60 feet; thence North 15° 38' West a distance of 23.53 feet to the Southwest corner of said Lot 31; thence North 74° 22' East along the Southerly line of said Lot 31 a distance of 72.00 feet to the point of beginning*
To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance 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 this 17th day of June, 2005.

*Also known as Lot A2A.

Jose S Orellana
Jose S. Orellana

Hector Anibal Orellana Montoya
Hector Anibal Orellana Montoya

STATE OF NEBRASKA

COUNTY OF SARPY

Acknowledged, subscribed and sworn before me, a Notary Public in and for said County and State, this 17 day of June by Jose S. Orellana, a single person and Hector Anibal Orellana Montoya, a single person.

Angela Schories
Notary Public
Angela Schories



FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2007-24273

2007 AUG -9 A 11:01 S

Glenn J. Lawding
REGISTER OF DEEDS

COUNTER LM G.E. D
VERIFY Pat D.E. B
PROOF _____
FEES \$ 46.00
CHECK # 2795
CHG. 50 CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

Return To:
U.S. BANK N.A.
1550 AMERICAN BLVD EAST
BLOOMINGTON MN 55425
Prepared By:
DANA KLEINSORGE
U.S. BANK N.A.
222 SECOND AVENUE S.E.
CEDAR RAPIDS, IA 52401

State of Nebraska

DEED OF TRUST

PHA Case No.
321-247738-5-703

LOAN: #7884663646

MIN 100021278846636467

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 3, 2007

The Trustor is

MARIA GRACIELA ORELLANA AND SANTOS L ORELLANA, WIFE AND HUSBAND

Graciela

("Borrower"). The trustee is THOMAS LOCHER
2002 DOUGLAS STREET, OMAHA, NE 68102

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

U.S. BANK N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES OF AMERICA, and has an address of 4801 FREDERICA STREET, OWENSBORO, KY 42301

Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY THREE AND NO/100
Dollars (U.S. \$ 130,173.00).

FILA Nebraska Deed of Trust with MERS - 4/96
Amended 7/04

Page 1 of 8

Initials: *MD 520*
VMP Mortgage Solutions, Inc. (800) 821-7291



GTS 87060754

A

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

SEPTEMBER 1, 2037. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **SARPY** County, Nebraska:

SEE ATTACHED EXHIBIT A

Parcel ID Number: 01042197

which has the address of 2615 CITTA DRIVE

BELLEVUE

[City], Nebraska

68147

[Zip Code]

[Street] ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

B

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower

C

shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

E

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only; to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

F

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 under this paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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, not to exceed 5.00 % of the principal amount of the note at the time of the declaration of default, and reasonable attorneys' fees as permitted by law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. **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.

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

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Growing Equity Rider

☐ Graduated Payment Rider

☐ Other [specify]

G

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

x Maria Graciela Orellana. (Seal)
MARIA GRACIELA ORELLANA -Borrower

x Santos L Orellana (Seal)
SANTOS L ORELLANA -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

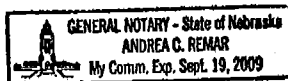
STATE OF NEBRASKA,

The foregoing instrument was acknowledged before me this

3

day of Douglas August 2007 County ss:

by MARIA GRACIELA ORELLANA AND SANTOS L ORELLANA , WIFE AND HUSBAND
Graciela



Notary Public

My Commission Expires:

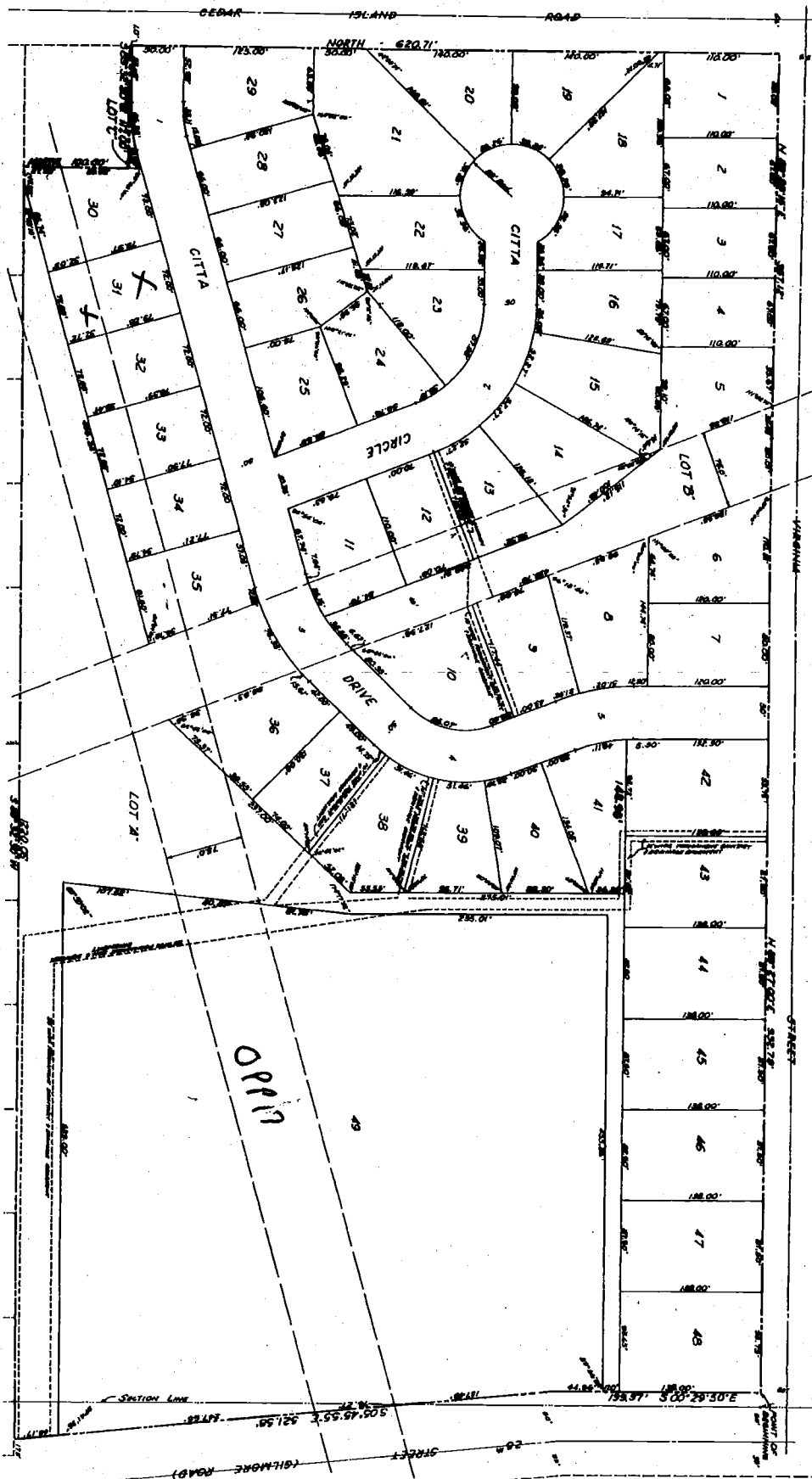
9-19-09

2007-24273H

Lot 31, Harold Square, an addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska AND a portion of Lot "A" in Harold Square, an addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, described as follows: Commencing at the Southeast corner of Lot 31 in said Harold Square; thence South 15 degrees 38' East along the extended Easterly line of said Lot 31 a distance of 43.06 feet to a point on the South line of said Lot "A"; thence South 89 degrees 32' 30" West along said South line a distance of 74.60 feet; thence North 15 degrees 38' West a distance of 23.53 feet to the Southwest corner of said Lot 31; thence North 74 degrees 22' East along the Southerly line of said Lot 31 a distance of 72.00 feet to the point of beginning also known as Lot A2A.

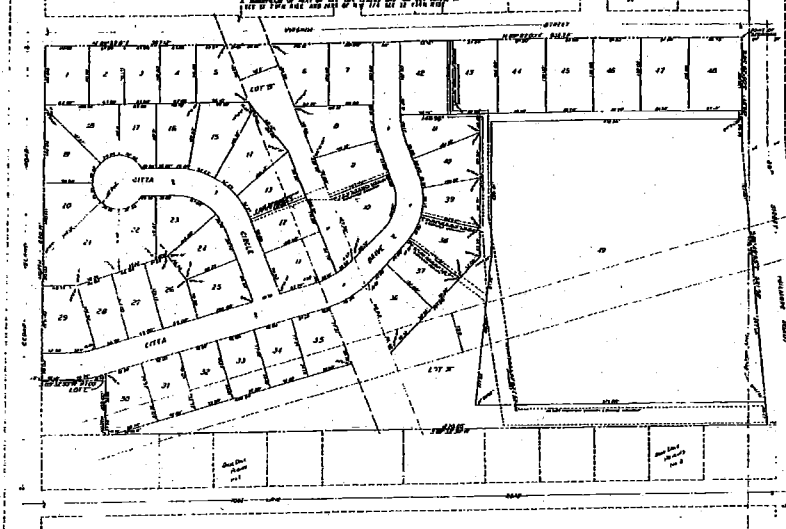
石A路の工和 SQUARE

A SUBDIVISION OF PART OF TAX LOT 134222 AND TAX LOT 134213 IN
 SEC 21 T14N R12E AND PART OF N.W. 1/4 SEC 22 T14N R12E



0817

BAROTA SQUARE



← OPPD

5-97

NOTICE OF RECORDING

THIS PLAT MAP, containing 44 lots, was prepared by Central Plains Engineering, Inc., a duly licensed Professional Engineer, and is hereby certified to be correct and true to the original survey.

ACKNOWLEDGMENT OF AGENT

I, the undersigned, being duly sworn, depose and say that the foregoing plat map is a true and correct copy of the original survey, and that the same was prepared by Central Plains Engineering, Inc., a duly licensed Professional Engineer.

APPROVAL OF BELLEVUE CITY BOARD

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

APPROVAL OF COUNTY SUPERVISOR

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that the foregoing plat map is a true and correct copy of the original survey, and that the same was prepared by Central Plains Engineering, Inc., a duly licensed Professional Engineer.

NOTICE

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

APPROVAL OF BELLEVUE CITY BOARD

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

APPROVAL OF COUNTY SUPERVISOR

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

CERTIFICATE OF RECORDING

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

APPROVAL OF BELLEVUE CITY BOARD

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

APPROVAL OF COUNTY SUPERVISOR

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat map, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

CENTRAL PLAINS ENGINEERING, INC.

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97 Carl & Mads

FILED FOR RECORD 1-23-76 AT 12:35 P.M. IN BOOK 49 BY *Miss Recd.*
PAGE 37 *Carl L. Hibbelin* REGISTER OF DEEDS, SARPY COUNTY, NEB. *24.00*

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners or all or any part of the following described real estate:

Lots One (1) through Thirty Seven (37), both inclusive, except Lot Twenty-Five (25), in Harold Square, a Subdivision as surveyed, platted and recorded, in Sarpy County, Nebraska

1. The Covenants, conditions and restrictions are to run with the land and shall be binding upon all owners, present and future, until January 1, 2002, at which time said covenants shall be automatically extended for a successive period of the (10) years, unless by vote of the majority of the then owners of said lots, it is agreed to change said covenants in whole or in part.

2. If the owners of any lot or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its endorsement upon the undersigned. Invalidation of any one of the covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. All lots shall be used for residential, recreational, church, school, or park purposes. Model homes constructed by the undersigned developer, its agents and assigns, for the purpose of displaying and selling homes will not in any way be a violation of these covenants.

4. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or any structure of any kind or character erected on said real estate shall at any time be used as a residence temporarily or permanently. No dwelling constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of

said side lot lines within thirty-six (36) months of date hereof or if any pole or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: a 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

7. Dwellings shall be restricted to the following finished living square foot areas, exclusive of garages, breezeways and porches:

- (A) Eight Hundred (800) square feet on the ground floor of a one story home;
- (B) Eight Hundred (800) square feet throughout the home for a bi-level, tri-level, split-level, split-entry, 1 1/2 story or higher, in each case, however, the foundation walls must enclose an outside ground area of not less than six hundred (600) square feet;
- (C) The minimum setbacks for a residential structure shall be, front yard, thirty-five (35) feet, and side yard, five (5)

feet. Notwithstanding said requirements, the side and front yard limitations shall automatically be amended and changed in the event the City of Bellevue or any of its regulatory boards, shall determine and permit a lesser area of distance.

8. Motor vehicles of every type parked anywhere in the subdivision out in the open must be in operating condition; otherwise, said cars at the request or action of any land owner may be towed away at the expense of the car's owner. Motor vehicles must be parked in garages, or concrete slabs or driveways, and all repair work must be done indoors. All boats, trailers and campers, self-propelled or otherwise, of every kind and description must be parked or stored indoors so as not to be visible from outside.

9. No fences shall be permitted to be erected or maintained in front of the main residential structure.

10. No outside radio, ham broadcasting or any other electronic antenna or aerial shall be erected or placed on any structure or on any lot, except such model homes used by the undersigned developer, its agents or assigns, for display and selling of homes in the addition.

11. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have been first submitted and have received the written approval of the undersigned as to the exterior design, use of exterior materials, exterior colors, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor, except only "For Sale" signs not exceeding four (4) square feet in area will be permitted. The above

restrictions as to signs does not apply to same erected by the undersigned developer, its agents and assigns. All in connection with the sale of property in the subdivision.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept, bred or maintained for any commercial purpose.

DATED this 23 day of JANUARY, 1976.

GINDY, INC.

BY [Signature]
Its President

[Signature]
Its Secretary

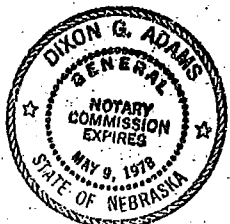


STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 23 day of JANUARY, 1976, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD G. CITTA, President, and FLORENCE CITTA, Secretary, of GINDY INC., a corporation, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation and that the seal of said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.

[Signature]
NOTARY PUBLIC



In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to NEBRASKA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to-wit:

Lot "A", Harold Square, an addition to Sarpy County, as surveyed, platted and recorded.

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PAID 513 Carl L. Hibbels REGISTER OF DEEDS, SARPY COUNTY, NEB.

the area of the above described real estate to be covered by this easement shall be as follows:

Beginning at a point on the South line of Lot "A", said point being Seventy-nine feet (79') West of the Northeast corner of Lot Four (4), Rose Dale Addition; thence West along the aforesaid South line of Lot "A" to the West corner thereof; thence in a Northeasterly direction a distance of Four Hundred Fifty-six and Twenty-four hundredths feet (456.24') to the Southeast corner of Lot Thirty-five (35), Harold Square; thence in a Northwesterly direction along the Easterly line thereof a distance of Thirty-five and seven-tenths feet (35.7'); thence in an Easterly direction to a point on the Westerly line of Lot Thirty-six (36), said point being Thirty-six and Thirty-five hundredths feet (36.35') North of the Southwest corner thereof; thence South along the Westerly line thereof to the aforesaid Southwest corner thereof; thence in a Northeasterly direction along the Southeasterly line of Lot Thirty-six (36), Harold Square a distance of Seventy-three and Thirty-seven hundredths feet (73.37'); thence in an Easterly direction to a point on the East line of said Lot "A", also being the West line of Lot Forty-nine (49), Harold Square, said point being One Hundred Eight-eight and Thirty-nine hundredths feet (188.39') North of the Southwest corner of said Lot Forty-nine (49); thence South along common lot line of Lot "A" and Forty-nine (49) a distance of Eighty and Eighty-seven hundredths feet (80.87'); thence in a Southwesterly direction to the point of beginning.

CONDITIONS:

- The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- The District shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line; conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- It is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 17 day of June, 1977.

GINDY, INC.

Carl L. Hibbels

STATE OF NEBRASKA

COUNTY OF SARPY

On this 17 day of June, 1977,

Before me the undersigned, a Notary Public in and for said

County, personally came H. G. C. H. A.

President of Gindy, Inc.

Personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

STATE OF

COUNTY OF

On this 17 day of June, 1977,

Before me the undersigned, a Notary Public in and for said County and State,

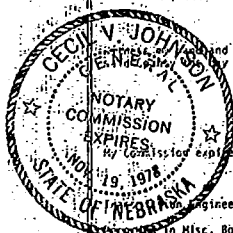
personally appeared

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires:



and Notarial Seal at 7611 S. 48th in

Cecil V. Johnson
NOTARY PUBLIC

My Commission expires: 19 November 1978

Engineer 384 Date 6-2-77 Land Rights and Services 784 Date 6-2-77
in Misc. Book No. at Page No. on the day of 19

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