

BK 7789 PG 013-016



MTG 2003 05482

EDWARD N. JAKEL, REGISTER OF DEEDS, DOUGLAS COUNTY, NE

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RECEIVED

Affects Park 0119+20

LOB 524, 530 531, 532-554, 606, 607, 609-622
657-661

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DEED OF TRUST

THIS DEED OF TRUST is made on January 30, 2003.

The Trustor is Matthew Markel, an individual, a/k/a Borrower.

The Trustee is DANIEL A. ALLEN, Attorney.

The Beneficiary is Kathol, P.C., a/k/a Lender.

Beneficiary's address is 10050 Regency Circle, Omaha, Nebraska 68114.

Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender the sum of \$11,000.00, evidenced by Borrower's note of even date, payable according to the terms thereof.

This Security Instrument is a Deed of Trust and secures to Lender the Debt evidenced by said note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal as provided in said note.
2. All payments received by Lender shall be applied to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. Buyer shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note, or change the amount of the payments.

5. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.

6. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.


Welchert Law Firm
1299 Farnam St # 1220
Omaha 68102

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15. Borrower request that copies of all notices provided herein be sent to Borrower's address which is:

Matthew Markel
14705 Miami Street
Omaha, NE 68116

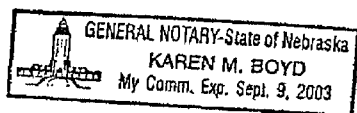
IN WITNESS WHEREOF Borrower has signed this agreement.

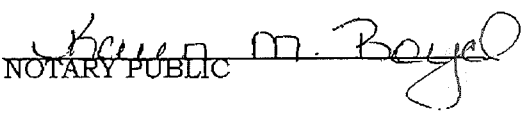


MATTHEW MARKEL

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

The foregoing instrument was acknowledged before me on January 30, 2003 by Matthew Markel, an individual, as his voluntary act and deed.





NOTARY PUBLIC

EXHIBIT A

A parcel of land situated in the West Half of the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, described as follows:
Beginning at the South Quarter corner of said Section 27; thence along the Westerly line of said West half of the Southeast Quarter, North 03 degrees 25 minutes 33 seconds East, 2167.65 feet; thence South 86 degrees 21 minutes 43 seconds East, 415.87 feet; thence parallel with the Easterly line of said West half of the Southeast Quarter, South 03 degrees 19 minutes 00 seconds West, 513.88 feet; thence North 86 degrees 21 minutes 43 seconds West, 100.00 feet; thence parallel with the Easterly line of said West half of the Southeast Quarter, South 03 degrees 19 minutes 00 seconds West, 1633.53 feet to a point on said Southerly line of Section 27; thence along said Southerly line, North 86 degrees 24 minutes 30 seconds West, 320.00 feet to the point of beginning.