

228-688

DEED OF TRUST

THIS DEED OF TRUST is made on April 22 19 94. The Trustor is ECCON, INC., a Nebraska Corporation, a/k/a Borrower. The Trustee is JON A. SEDLACEK, ATTORNEY, BLAIR, NEBRASKA. The Beneficiary is HARRY R. ROHWER, SINGLE, a/k/a Lender. Beneficiarie's address is 2275 Washington Street, Blair, Nebraska 68008, Borrower irrevocably conveys to Trustoe, in Trust, with power of sale, the following:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This deed of Trust in 228-688 was on 7/26 30-17-12 which is the majority of what Sherwood Acres came out of. need to be sure its released as to each lot we do in Sherwood Acres

FILED APR 22 PM 12:53 CLARISSE L. PETERSEN CLAY COUNTY CLERK CLAY COUNTY NEBRASKA

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

Borrower owes Lender \$ 74,475.00, evidenced by Borrower's note of even date, payable according to the terms thereof.

This Security Instrument 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 performancy of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of such real estate and has the legal power and lawful authority to convey the same and warrants 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 and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Buyer shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverago" 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.

For Official Use Only

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1656
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 22nd DAY OF April A.D. 19 94
AT 12:53 O'CLOCK P.M. AND RECORDED IN BOOK
228 AT PAGE 688-690
COUNTY CLERK Charisette L. Petersen
DEPUTY Karen Madson

Recorded [checked]
General [checked]
Numerical [checked]
Photostat [checked]

DEED OF TRUST

6. 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.

7. 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.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of 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.

9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or may mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.

10. This security instrument and the note which it secures shall be governed by Nebraska Law.

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. 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 sum secured by this security agreement and resale 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If 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 agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. 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 Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska 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 sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded 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 Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is

12212 Kings Drive, RFD #32  
Omaha, NE

IN WITNESS WHEREOF the Borrowers have signed this agreement.

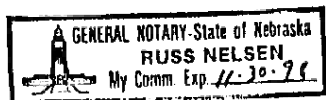
ECCON, INC., a Nebraska Corporation,

BY: *Robert J. Prendergast*  
ROBERT J. PRENDERGAST

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me on April 22 19 94

by Robert J. Prendergast, President of Eccon, Inc., a Nebraska Corporation.



*Russ Nelsen*  
Notary Public

DEED OF TRUST

*The majority of  
Sherwood Acres  
came out of TL26  
only L20 Sherwood  
Acres; road  
came out of  
Looking Glass  
Hills.*

Tax Lot 26 lying in the W1/2 NE1/4 of Section 30, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington, County, Nebraska and more particularly described as follows: From the N1/4 Corner of said Section 30, T 17 N, R 12 E; thence N 89°58'09" E (assumed bearing) along the north line of the NW1/4 NE1/4 of said Section a distance of 165.50 feet to the northeast corner of Tax Lot 25 in said Section, as said tax lot was surveyed by S.A. Smith, LS-20, and dated September 21, 1976; said Point being the Point Of Beginning; thence continuing N 89°58'09" E along said north line a distance of 1153.49 feet to the northeast corner of the NW1/4 NE1/4 of said Section; thence S 00°06'35" W along the west line of Looking Glass Hills Addition as said Addition is platted and recorded in Washington County, a distance of 2315.47 feet to a point on the easterly right-of-way line of State Highway No. 133; thence N 51°01'49" W along said easterly highway right-of-way line a distance of 1482.63 feet to the southeast corner of said Tax Lot 25; thence N 00°09'06" E along the east line of said Tax Lot 25 a distance of 1382.41 feet to the Point Of Beginning; and containing 48.99 Acres, more or less.

*Partial Deed of Rec 262-469*

*releases L 2, 3, 7, 8, 9, 10, 11, 12 and 16 in Sherwood  
Acres*