

200501463

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FILED  
OTOE COUNTY, NE  
FEE \$ 29.00

2005 MAY 13 PM 12 29

*John Reed*  
REGISTER OF DEEDS

ENTERED  
VERIFIED  
SCANNED

State of Nebraska \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**REAL ESTATE DEED OF TRUST**  
(With Future Advance Clause)

Construction Security Agreement  Master form recorded by \_\_\_\_\_

1. **DATE AND PARTIES.** The date of this Deed of Trust is 05-03-2005 and the parties and their addresses are as follows:

TRUSTOR: OTOE COUNTY DEVELOPMENT, L.L.C.  
3801 UNION DR., SUITE #102  
LINCOLN, NE 68516

Refer to the Addendum which is attached and incorporated herein for additional Trustees.

TRUSTEE: CITY BANK & TRUST CO.  
1135 MAIN STREET, PO BOX 288  
CRETE, NE 68333  
47-0126890

BENEFICIARY: CITY BANK & TRUST CO.  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA  
1135 MAIN STREET  
P. O. BOX 288 CRETE, NE 68333

LTC 31077

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:  
SEE ATTACHED EXHIBIT "A"

The property is located in \_\_\_\_\_ at \_\_\_\_\_  
(County) \_\_\_\_\_  
\_\_\_\_\_, Nebraska \_\_\_\_\_  
(Address) \_\_\_\_\_ (City) \_\_\_\_\_ (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

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3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 1,580,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

NOTE #63807 DATED MAY 3, 2005

- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
- C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Trustor is an entity other than a natural person (such as a corporation or other organization), Beneficiary may demand immediate payment if (1) a beneficial interest in Trustor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership; or (3) there is a



DESIGNATION OF HOMESTEAD

Pursuant to the Farm Homestead Protection Act, designation of homestead  is attached to this Deed of Trust and made a part hereof  has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

**SIGNATURES:** By signing below, Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.

Actual authority was granted to the parties signing below by resolution signed and dated \_\_\_\_\_.

Entity Name: OTOE COUNTY DEVELOPMENT, L.L.C.

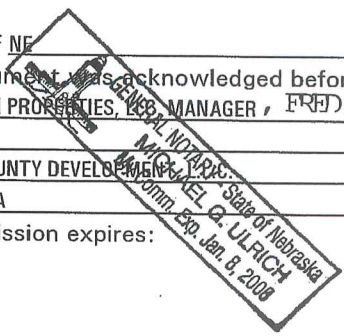
(Signature) <u>[Signature]</u>	FREEDOM PROPERTIES, LLC, MANAGER	(Date) _____	(Signature) _____	(Date) _____
(Signature) <u>[Signature]</u>	FRED J. MATULKA, MANAGER	(Date) _____	(Signature) _____	(Date) _____

Refer to the Addendum which is attached and incorporated herein for additional Trustors, signatures and acknowledgments.

**ACKNOWLEDGMENT:**

(Individual) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
 This instrument was acknowledged before me this day \_\_\_\_\_ of \_\_\_\_\_  
 by \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 (Notary Public)

(Business or Entity Acknowledgment) STATE OF NE \_\_\_\_\_, COUNTY OF LANCASTER } ss.  
 This instrument was acknowledged before me this day 3RD of MAY, 2005  
 by FREEDOM PROPERTIES, LLC, MANAGER, FRED J. MATULKA, MANAGER  
 \_\_\_\_\_ (Title(s))  
 of OTOE COUNTY DEVELOPMENT, L.L.C. (Name of Business or Entity)  
 a NEBRASKA on behalf of the business or entity.  
 My commission expires: \_\_\_\_\_  
[Signature]  
 (Notary Public)



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**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 4; Outlot A, Outlot B and Outlot C; all in Timber Lake, Otoe County, Nebraska.**

THIS INSTRUMENT IS A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND SECURES AN OBLIGATION WHICH THE BORROWER (TRUSTOR) INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE PROPERTY HEREIN DESCRIBED AND THIS INSTRUMENT CREATES A CONSTRUCTION SECURITY INTEREST.

(LTC31077.PFD/LTC31077/10)

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