

TRUST DEED

83-002023

THIS DEED OF TRUST, made and entered into this 22 day of April, 1983

by and between Robert L. Lathen and Roxanne L. Lathen, Trustor, and Title Insurance Co. of Minnesota Trustee, Husband and Wife Security Pacific Finance Corporation Beneficiary.

WITNESSETH: That the Trustor do by these presents grant, bargain and sell, convey and confirm with Power of Sale unto the Trustee the following described Real Estate including all buildings, improvements, and fixtures of every kind now or hereafter erected or placed on the real estate, situated in Hall County, in the State of Nebraska Lot Twenty-nine (29), Block "C", Parkview Subdivision, located in the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), and the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), both in Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska.

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and possession of said premises now delivered unto said Trustee.

TO HAVE AND TO HOLD the same, with all rights, privileges, and appurtenances thereto belonging unto the Trustee, his executors, administrators, heirs, and assigns forever. And the Trustor hereby expressly waives, releases, and relinquishes unto the Trustee all right, title, claim, interest, benefit, and estate whatever, in and to the above-described premises and each and every part thereof, which is given by or results from all laws of the State of Nebraska pertaining to the exemption of homestead. And the Trustor covenants with the Trustee that he will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TRUST HOWEVER, for the following described purposes: WHEREAS, the Trustor did on this date execute a Promissory Note evidencing a loan for the principal amount of \$3780.11 and interest thereon according to the terms of said Promissory Note; said Promissory Note being payable in monthly installments at such place as the Beneficiary may designate in writing from time to time Notwithstanding any provision contained herein or in said Promissory Note to the contrary, if not sooner paid, all sums due and owing under the terms of said Promissory Note shall be paid on or before April 27, 19 7

It is agreed by and between the parties hereto that until of Notice of Default, the Trustor shall: (1) pay all present and future taxes and assessments, general and special, against said property before the same becomes delinquent or actionable, (2) keep all improvements erected on the land insured as may be required from time to time by beneficiary against loss by fire and other hazards, casualties and contingencies, in such amounts and for such periods as are reasonable and may be required by beneficiary, and to keep all policies of such insurance in force or effect upon the property herein described constantly assigned and delivered to beneficiary, (3) pay and comply with all of the terms and conditions of any lien, claim or indebtedness that may be senior to or take precedence to this Trust Deed as soon as any such payment on such lien, claim or indebtedness shall become due, and upon failure of Trustor to keep any said agreements, beneficiary may pay such tax, pay for such insurance or pay off such liens or claims or indebtedness as the case may be, and the money so expended together, thereon as provided by the terms of the aforementioned Promissory Note, shall be secured by this Trust Deed, and the Trustor agrees to repay the same upon demand, and upon failure to do so the balance of the attached note shall become immediately due and payable at the option of the beneficiary; (4) specifically confer upon the Trustee the power of sale as provided in Nebraska law, (5) retain possession of the premises and collect the rents and revenues therefrom

Upon payment of all the sums secured by this Trust Deed, the Beneficiary shall request the Trustee to reconvey the property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to the Trustor. Trustee shall reconvey the property without warranty to the person or persons legally entitled thereto, but if default be made in the payment of said note or any part thereof or any of the interest thereon when due or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said note shall become due and be paid as hereinafter provided, and this deed shall remain in force; the Trustee or his attorney may proceed to sell the property in its entirety or in parcels at the option of the Trustee hereinbefore described at public auction, to the highest bidder, for cash. However, the power of sale herein conferred upon the Trustee shall not be exercised until (1) the Trustee shall first file for record, in the office of the register of deeds of each county wherein the trust property or some part or parcel therein is situated, a notice of default, identifying the Trustee by stating the names of the Trustor and names therein and giving the book and page where the same is recorded, a description of the trust property, and containing a statement that a breach of an obligation for which the trust property was conveyed as security has occurred, and setting forth the nature of such breach and of his election to sell or cause to be sold such property to satisfy the obligation; and (2) after the lapse of not less than one month, the Trustee shall give notice of sale as provided by Nebraska law. After notice of default and lapse of not less than one month, the Trustee shall give written notice of the time and place of sale particularly describing the property to be sold by publication of such notice, at least five times, once a week for five consecutive weeks, the last publication to be at least 10 days but not more than 30 days prior to the sale, in some newspaper having a general circulation in each county in which the property to be sold, or some part thereof, is situated. Upon such sale, the Trustee shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof and any statement or recital of fact in such deed in relation to the exercise of the power of sale and sale of the property described therein, including recitals concerning any mailing, personal delivery and publication of the notice of default, any mailing and the publication and posting of notice of sale, and the conduct of sale; and such recital shall constitute prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers of value and without notice. The Trustee's deed shall operate to convey to the purchaser, without right of redemption, the

Trustee's title and all right, title, interest and claim of the Trustor and his successors in interest and of all persons claiming by or through or under them, in and to the property sold, including all such right, title, interest and claim in and to such property acquired by the Trustor or his successors in interest subsequent to the execution of the Trustee. The Trustee shall apply the proceeds of the Trustee's sale; first, to the cost and expenses of exercising the power of sale, and of the sale, including the payment of the Trustee's fees actually incurred not to exceed the amount which may be provided in the Trust Deed, second, to payment of the obligations secured by the Trust Deed, and the balance, if any, to the person or persons legally entitled thereto.

And the Trustee covenants faithfully to perform the trust herein created.

BENEFICIARY may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust Deed. Upon such appointment and without conveyance to the successor Trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument and executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the Register of Deeds of the county or counties in which said property is situated, shall be conclusive proof of proper appointment of the successor Trustee. The foregoing power of substitution and the procedure therefore shall not be exclusive of the power and procedure provided for by law for the substitution of a Trustee or Trustees in the place of the Trustee or Trustees named herein.

The waiver by the Trustee or Beneficiary of any default of Trustor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.

This Trust Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto.

The Trust Deed shall be construed according to the laws of the State of Nebraska

The Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him by certified mail at the address hereinbefore set forth and evidence of such mailing shall constitute evidence of receipt of such notice.

Trustor represents and warrants that the above described real estate is not used for an agricultural activity.

Wherever the context so requires, singular words shall be construed in the plural and vice versa, and the masculine gender shall be construed to include the feminine and vice versa.

IN WITNESS WHEREOF, the Trustor has hereunto set his hand the day and year first above written

*Robert L. Lathen*  
TRUSTOR

*Roxanne L. Lathen*  
TRUSTOR

STATE OF Nebraska  
COUNTY OF Hall } SS

Before me, a Notary Public, qualified by said county, personally came Robert L. Lathen and Roxanne L. Lathen known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed. Witness my hand and Notarial Seal on

April 22, 1983, 1983

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC - State of Nebraska  
My Comm. Ex. 04/22/83, 1278  
(seal)

*C. B. Miller*  
NOTARY PUBLIC

*Samuel Lathen*  
REG OF DEEDS

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STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

83-002023  
C. A. Lee  
Notary  
1-2-3-4

Entered as Document No.

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