

TRUST DEED

THIS DEED OF TRUST, made and entered into this May 13th day of May, 1983

by and between Charles Morse and Darcilla Morse, Husband and wife, as joint tenants, Trustor,
with rights of survivorship and not as tenants in common
Keith I. Fredericks Attorney, Trustee.

and BENEFICIAL MORTGAGE CO. OF NEBRASKA, a Nebraska corporation, Beneficiary.

WITNESSETH: That, Trustor, by these presents, does grant, bargain and sell, convey and confirm with Power of Sale unto Trustee the real property, including all buildings, improvements, and fixtures of every kind now or hereafter erected or placed on the real property (hereafter referred to as the "Property") situate in Hall County, State of Nebraska

The South Half (1/2) of Lot One (1), excepting the North Seven (7) feet thereof, and the South Half (1/2) of Lots Two (2) and Three (3), all in Block Four (4) in John Voitle's Addition to the City of Grand Island, Hall County, Nebraska.

*Beneficial Mortgage Co.
976 13th St
Grand Island NE 68801*

Keith I. Fredericks
REG. OF DEEDS

Entered as Document No. **83-002427**
STATE OF NEBRASKA
COUNTY OF HALL) SS
1-2-3-4
REG. OF DEEDS
83 MAY 16 AM 10 57

Possession of the Property having now been delivered to Trustee:

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances to such Property belonging unto Trustee, his executors, administrators, heirs and assigns forever. And Trustor in this Deed expressly waives, releases and relinquishes unto Trustee all right, title, claim, interest, benefit and estate whatever, in and to the above-described Property 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 Trustor covenants with Trustee that he will forever warrant and defend the title to the Property against the lawful claims of all persons whomsoever.

IN TRUST HOWEVER, for the purposes described, as follows: Trustor on this date has executed a promissory Note ("Note") evidencing a loan in the Actual Amount of Loan of \$ 6,796.88 (hereafter referred to as the "Principal"), together with interest computed on unpaid balances of the Principal from time to time outstanding at the rate of 16 % per annum ("Rate of Charge"), all of which is payable, at the office of Beneficiary, in

- 84 Monthly Instalments of \$ 135.00
- Monthly Instalments of \$ _____ and a Final Instalment of \$ _____

The Final Due Date is May 16, 1990

Until the filing of a Notice of Default, Trustor shall: (1) pay all present and future taxes and assessments, general and special, against the Property before the taxes become delinquent or actionable, (2) keep all improvements erected on the Property 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 constantly assigned and delivered to Beneficiary, and (3) pay and comply with all the terms and conditions of any lien, claim or indebtedness that may be senior to or take precedence of this Trust Deed as soon as any such payment on or of such lien, claim or indebtedness shall become due. Upon failure of Trustor to keep any agreements made in this Trust Deed, Beneficiary may pay accrued taxes and insurance premiums or pay off any liens or claims or indebtedness, as the case may be. The money so expended by Beneficiary for this purpose shall bear interest at the Rate of Charge and shall be secured by this Trust Deed. Trustor agrees to repay the same upon demand. Upon failure so to do, the loan immediately shall become due and payable, at the option of Beneficiary. Trustor specifically confers upon Trustee that power of sale as provided in Nebraska law, and shall retain possession of the Property and collect the rents and revenues therefrom until filing of such Notice.

Upon payment of all sums secured by this Trust Deed, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all Notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property, without warranty to the person or persons legally entitled thereto. If default be made in the payment of instalments on the loan when due or in the faithful performance of any or either of the agreements made in this Deed, then the whole of the loan shall become due and payable, and this Deed shall remain in force with Trustee or his attorney proceeding to sell the Property in its entirety or in parcels at the option of Trustee, at public auction, to the highest bidder and for cash. However, the power of sale herein conferred upon Trustee shall not be exercised until Trustee files for record, in the office of the Register of Deeds of each county in which the Property is situated, a Notice of Default, identifying the Trustee, stating the names of the Trustor, giving the book and page where this Deed is recorded, containing a description of the Property, stating that a breach of an obligation for which the Property was conveyed as security has occurred, and setting forth the nature of the breach and of Trustee's election, to sell or cause to be sold that Property to satisfy the obligation. After the lapse of not less than one month, Trustee shall give Notice of Sale, as provided by Nebraska law

After Notice of Default and lapse of not less than one month, Trustee shall give written notice of the time and place of sale, particularly describing the Property to be sold by publication of that 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 a newspaper having a general circulation in each county in which the Property to be sold, is situated. Upon sale, Trustee shall execute and deliver a deed of conveyance of the sold Property to the purchaser or purchasers of that Property any statement or recital of fact in that deed, in relation to the exercise of the power of sale and sale of the sold Property, including recitals concerning any mailing, personal delivery and publication of the Notice of Default and any mailing, publication and posting of a notice of sale, and the conduct of sale, shall constitute prima facie evidence of compliance with Nebraska statutes and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value and without notice. The Trustee's Deed shall operate to convey to the purchaser, without right of redemption, Trustee's title and all right, title, interest and claim of Trustor, his successors in interest and of all persons claiming by or through or under them, in and to the sold Property including all such right, title, interest and claim in and to that sold Property acquired by Trustor or his successors in interest subsequent to the execution of Trustee. Trustee shall apply the proceeds of sale, first, to the cost and expenses of exercising the power of sale, as well as the cost of sale, including payment of Trustee's fees actually incurred, second, to payment of the unpaid balance of the Actual Amount of Loan plus interest, and the balance, if any, to the person or persons legally entitled thereto

And Trustee covenants faithfully to perform the Trust herein created.

BENEFICIARY, from time to time, may substitute a successor or successors to any Trustee named herein or acting hereunder to execute powers created under this Trust Deed. Upon appointment and without conveyance to the successor Trustee, successor Trustee 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 the 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 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

Trustor requests that a copy of any Notice of Default and of any notice of sale hereunder be mailed to Trustor by certified mail at the address, as follows:

.....

evidence of such mailing shall constitute evidence of receipt of that Notice

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, Trustor has signed this Deed of Trust on the day and year first above written

Witness [Signature] Trustor [Signature]
Witness _____ Trustor [Signature]

STATE OF NEBRASKA)
COUNTY OF Platte)



Before me, a Notary Public, qualified by said county, personally appeared [Signature] and [Signature], 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 2-12-13

[Signature]
Notary Public of the State of Nebraska