83-002457

NEBRASKA DEED OF TRUST (With Power of Sale)

THIS DEED OF TRUST, made this 13 day of May between Ronald L. Miller and Joanna M. Miller, husband and wife	_ , 19 <u>83</u>
between Robard L. Biller and Joanna M. Miller, husband and wife	Marie and Control of the Control of
whose mailing address is 1427 N. Howard, Grand Island, NE 68801	minimum married and married an
as Trustors, Stewart Title Guaranty Company whose mailing address is 206 No Locust, Grand Island, NE 68801	
as Trustee, and Norwest Financial Nebraska, Inc., whose mailing address is 2337 N. Web-	Pond
WITNESSETH, Trustors hereby irrevocably, grant, bargain, sell, and convey to Trustee in trustee of sale, the following described property in Hall Cou	as Denenciary,
Lot Seventeen (17) in Plock Two (2), Imperial Village, a Subdivision in the of Grand Island, Hall County, Nebraska.	

Together with tenements, hereditaments, and appurtenances thereun belonging or in anywise appertaining and the rents, issues and profits thereof.

To protect the security of this Deed of Trust, Trustor covenants and agrees

- To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property
- 2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust or cure or waive any default or notice of default or invalidate any act done pursuant to such notice. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To obtain the written consent of Beneficiary before selling, conveying or otherwise transferring the property or any part thereof and any such sale, conveyance or transfer without the Beneficiary's written consent shall constitute a default under the terms hereof
 - 5 To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee
- 6. Should Trustor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust as permitted by law

IT IS MUTUALLY AGREED THAT

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

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- 4. As additional occurity, Truster hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rests, issues and profits of said property, reserving unto Truster the right, prior to any default by Truster in payment of any indubtadance occured hereby or in performance of any agreement hereunder, to collect and retain such rests, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any occurity for the indebtedness hereby occured, enter upon and take possession of said property or any part the sof, in his own name one for or otherwise collect such rests, issues and profits, L.cluding those past due and unpaid, and apply the same upon any indebtedness occured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rests, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 5. Upon default by Truster in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Nebraska Trust Deeds Act, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Trustor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.
- 7. The power of sale conferred by this Deed of Trust is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 8. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devides, legaters, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Signed this 13 day of	May A	D. 19_83		
STATE OF NEBRASKA Hall COUNT	Y }	A Kon	uld J. 11	Diller
On this 13 day of commissioned and qualified for to	May A. and residing in said me known to be the	identical person 5 wh	ose name 6 af	fixed to the foregoing
instrument as Trustor 8 untary act and deed.		nd acknowledged the same	to be their	vol-
Witness my hand and Notarial My Commission expires the of	3/	day /	The second secon	GENERAL BOTARY - State of Bobs KATHLEEN K. HILL My Comm. Exp. March 31, 11
THE RESIDENCE OF THE SECOND CONTRACTOR OF T			Notary Public	
STATE OF County		80.		
Entered in Numerical Index a	nd filed for record in	the office of the Register	of Deeds of said of	ounty, the
minutes Mortgages page	M., an	d duly recorded in Book	o clock and	of
				Register of Deeds
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				Deputy

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STATE OF NEBRASKA)
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COUNTY OF TALL

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