

83-002457

NEBRASKA DEED OF TRUST
(With Power of Sale)

THIS DEED OF TRUST, made this 13 day of May, 1983,
between Ronald L. Miller and Joanne M. Miller, husband and wife
whose mailing address is 1427 N. Howard, Grand Island, NE 68801
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. Webb Road
P.O. Box 1373, Grand Island, NE as Beneficiary.

WITNESSETH, Trustors hereby irrevocably, grant, bargain, sell, and convey to Trustee in trust, with power of sale, the following described property in Hall County, Nebraska:

Lot Seventeen (17) in Block Two (2), Imperial Village, a Subdivision in the City of Grand Island, Hall County, Nebraska.

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

This conveyance is intended for the purpose of securing the payment to Beneficiary of Trustors' indebtedness evidenced by a Revolving Loan Agreement dated May 13, 1983, pursuant to which an advance has been made in the sum of \$122,000, together with charges according to the terms of said Revolving Loan Agreement, and also any and all indebtedness, sums, future advances, and charges now, or as may hereafter be or become owing by Trustor to Beneficiary, under said Revolving Loan Agreement or any future Revolving Loan Agreement between Trustor and Beneficiary up to a maximum unpaid balance of \$25,000, and also payment of any sums expended or advanced by Beneficiary to protect the security hereof. Default in making any payment shall, at the Beneficiary's option and without notice or demand, render the entire unpaid balance secured hereunder at once due and payable.

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

1. 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.

Entered as Document No
83-002457

Grantor

Grantee

Numbered

1 2 3 4

STATE OF NEBRASKA) SS

COUNTY OF IALL)

*93 MAY 17 AM 10 08

James A. ...
REG. OF DEEDS

Marion J. ...
May 1973