

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR PART OF
HARGLEROAD'S MILITARY ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots Two (2) through Fourteen (14), both inclusive, Block Six (6); all lots in Block Seven (7); Lots One (1) through Seven (7), both inclusive, Block Ten (10); and Lots One (1) through Seven (7), both inclusive, Block Eleven (11), Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for Second Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots; the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 40 feet from the front lot line, nor closer than 10 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences on Lots Two (2) through Ten (10), both inclusive, Block Six (6); Lots One (1) through Five (5), both inclusive, Block Seven (7), must have a ground floor area of the main structure exclusive of one story open porches and garages of not less than 1,200 square feet if the residence is a one-story residence and not less than 900 square feet of ground floor area for a dwelling of more than one story. Either to have garages or carports for not less than two (2) cars. On Lots Eleven (11) through Fourteen (14), both inclusive, Block Six (6); Lots Six (6) through Eleven (11), both inclusive, Block Seven (7); Lots One (1) through Seven (7), both inclusive, Block Ten (10); and Lots One (1) through Seven (7), both inclusive, Block Eleven (11), residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the Hargleroad's Military Addition, Inc., or their successors or assigns, but this control shall terminate January 1, 1976. The general contour of said premises and structures, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of Hargleroad's Military Addition, Inc., by written consent.
7. Exposed foundations shall be painted or faced with brick or stone.
8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots shall at any time be used as a

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.

11. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.

12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 8th day of May, 1956.

HARGLE ROAD'S MILITARY ADDITION, INC.

W. B. Hargleroad, Jr. President

Winifred Adams
Winifred Adams, Secretary

STATE OF NEBRASKA)) SS
COUNTY OF DOUGLAS)

On this 8th day of May, 1956, before me, the undersigned, a Notary Public in and for said County, personally came the above named W. B. Hargleroad, Jr., President and Winifred Adams, Secretary of HARGLEROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and Official Seal the date last aforesaid.

Arthur J. Pundarik
Notary Public

My commission expires Aug. 6, 1961

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, KENTUCKY
3 August 1956 at 104 P M. THOMAS J. COOMBS, REGISTER OF DEEDS

348 508

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are properly bred or maintained for any commercial purpose.

12. No open fence shall be built in a height greater than 4'6" on that section which shall comprise the rear lot line of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining the rear lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other persons or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such Covenant and either to prevent them or them from so doing or to recover damages or other dues for such violation.

IT WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 29th day of September, 1959.

HARGLERROAD'S MILITARY ADDITION, INC.

W. B. Harglerroad, Jr.

W. B. Harglerroad, Jr., President

Winifred Adams

Winifred Adams, Secretary

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 29th day of September, 1959, before me, the undersigned, a notary public in and for said County, personally came the above named W. B. Harglerroad, Jr., President and Winifred Adams, Secretary of HARGLERROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Official Seal the date last aforesaid.

Shirley M. [Signature]

Notary Public

My Commission expires March 5, 1962.

RECORDED IN BOOK 100 PAGE 100 OF THE RECORDS OF DEEDS OF THE COUNTY OF DOUGLAS, NEBRASKA
7 Nov 1959

1175

355 109

PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR PART OF
HARGLEROAD'S MILITARY ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Blocks Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-five (35), and Thirty-six (36), all in Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha, for Fourth Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 7 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two-stories in height, with a minimum of one (1) car garage or carport on those lots zoned third and fourth and a minimum of two (2) car garage or carport on those lots zoned second.
5. Garage or other outbuildings, if erected on said premises during said period and if detached from the dwelling built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of the Zone Ordinances of the City of Omaha, Nebraska, now in effect.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the Hargleroad's Military Addition, Inc. or their successors or assigns, but this control shall terminate January 1, 1976. The general contour of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of Hargleroad's Military Addition, Inc., by written consent.
7. Exposed foundations shall be painted or faced with brick or stone.
8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuildings erected, constructed or placed on any part of said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 20th day of June, 1960.

HARGLE ROAD'S MILITARY ADDITION, INC.

W. B. Hargleroad, III, Vice President

Winifred Adams

Secretary

STATE OF NEBRASKA)
) SS
(COUNTY OF DOUGLAS)

On this 20th day of June, 1960, before me, the undersigned, a notary public in and for said County, personally came the above named W. B. Hargleroad, III, Vice President and Winifred Adams, Secretary of HARGLEROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Official Seal the date last aforesaid.

Notary Public

My commission expires

July 3, 1964

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
6 DAY *Jul* 1999 3:29 P. M. THOMAS O'CONNOR, REGISTER OF DEEDS

PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PARTS
OF HARGLEROAD'S MILITARY ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Lots Fifteen (15) through Twenty-two (22), both inclusive, Block Six (6),
Lots Eight (8), through Fourteen (14), both inclusive, Block Ten (10),
Lots Eight (8) through Thirteen (13), both inclusive, Block Eleven (11)
Blocks Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen
(16), Seventeen (17) and Nineteen (19), Lots One (1) through Ten (10)
both inclusive, Block Eighteen (18), Lots Sixteen (16) through Twenty
(20), both inclusive, Block Eighteen (18) and Lots One (1) through Nine
(9), both inclusive, Block Twenty (20), all in Hargleroad's Military
Addition, an Addition in Douglas County, Nebraska, as surveyed, platted
and recorded:

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for Second Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than forty (40) feet from the front lot line except on Lots Seventeen (17), Eighteen (18) and Nineteen (19), Block Eighteen (18) Hargleroad's Military Addition, on which no building shall be erected less than thirty-five (35) feet from the front lot line. Side yards set backs shall conform with the zoning ordinance of the City of Omaha for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the Hargleroad's Military Addition, Inc., or their successors or assigns, but this control shall terminate January 1, 1976. The general contour of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of Hargleroad's Military Addition, Inc., by written consent.
7. Exposed foundations shall be painted or faced with brick or stone.

8. No trailer, basement, excavation, tent, shack, garage, barn or other building erected, constructed or placed on any part of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.

11. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.

12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 14th day of August, 1957.

HARGLEROAD'S MILITARY ADDITION, INC.

W. B. Hargleroad, Jr.

W. B. Hargleroad, Jr., President

Winifred Adams

Winifred Adams, Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14th day of August, 1957, before me, the undersigned, a Notary Public in and for said County, personally came the above named W. B. Hargleroad, Jr., President and Winifred Adams, Secretary of HARGLEROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Official Seal the date last aforesaid.

Theresa Marie Jones
Notary Public

My commission expires

3-8-62

330 193

AMENDMENT OF PROTECTIVE COVENANTS

Protective covenants dated August 14, 1957 were filed August 16, 1957 in Douglas County, Nebraska, in Book 323, Page 561 and covered the following described lots:

Lots Fifteen (15) through Twenty-two (22), both inclusive, Block Six (6);
 Lots Eight (8), through Fourteen (14), both inclusive, Block Ten (10);
 Lots Eight (8), through Thirteen (13), both inclusive, Block Eleven (11);
 Blocks Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen
 (16), Seventeen (17) and Nineteen (19); Lots One (1) through Ten (10) both
 inclusive, Block Eighteen (18); Lots Sixteen (16) through Twenty (20),
 both inclusive, Block Eighteen (18); and Lots One (1) through Nine (9),
 both inclusive, Block Twenty (20), all in Hargleroad's Military Addition,
 an Addition in Douglas County, Nebraska, as surveyed, platted and
 recorded.

The undersigned, Choice Construction Co., owner of Lot Three (3), Block Thirteen
 (13) Hargleroad's Military Addition; James Edward Tady and Lorraine A. Tady,
 owner of Lot Two (2), Block Thirteen (13), Hargleroad's Military Addition; Robert L.
 Johnson and Evelyn G. Johnson, owner of Lot Five (5), Block Thirteen (13) Hargle-
 road's Military Addition; John L. Cathroe and Barbara J. Cathroe, owner of Lot
 Thirteen (13), Block Ten (10) Hargleroad's Military Addition; and Hargleroad's
 Military Addition, Inc., owners of Lots Fifteen (15) through Twenty-two (22) both
 inclusive, Block Six (6); Lots Eight (8) through Twelve (12) both inclusive and Lot
 Fourteen (14), all in Block Ten (10); Lots Eight (8) through Thirteen (13), both
 inclusive, Block Eleven (11); Lots One (1), Four (4), Six (6) through Fifteen (15),
 both inclusive, Block Thirteen (13); Blocks Twelve (12), Fourteen (14), Fifteen (15),
 Sixteen (16), Seventeen (17) and Nineteen (19); Lots One (1) through Ten (10), both
 inclusive and Lots Sixteen (16) through Twenty (20), both inclusive, all in Block
 Eighteen (18); and Lots One (1) through Nine (9), both inclusive, Block Twenty (20),
 all in Hargleroad's Military Addition, being all of the owners of the lots covered by
 these covenants, do hereby delete Paragraphs #3 and #4 and substitute therefore
 the following:

3. Buildings to be erected on said premises shall comply with the area regulations
 as provided in the zone ordinance of the City of Omaha, Nebraska, as may now or
 from time to time hereafter be in effect.

4. No residence shall be erected, altered, placed or permitted to remain on any
 residential building plot other than one detached single-family dwelling not to exceed
 two stories in height. Residences must have a ground floor area of the main structure
 exclusive of one story open porches and garage of not less than 1,000 square feet if
 the residence is a one story residence and not less than 780 square feet of ground floor
 area for a dwelling of more than one story. Either to have a minimum of one (1) car
 garage or carport.

In witness whereof the undersigned owners of the above described properties have
 hereunto subscribed their names this 17th day of March, 1958.

CHOICE CONSTRUCTION CO., a Partnership

John L. Cathroe
Barbara J. Cathroe

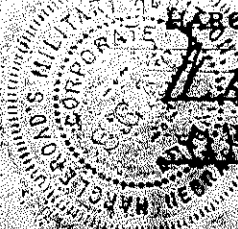
Donald E. Tveder
Ray D. Fackles

James Edward Tady
Lorraine A. Tady

Robert L. Johnson
Evelyn G. Johnson

HARGLEROAD'S MILITARY ADDITION, INC.

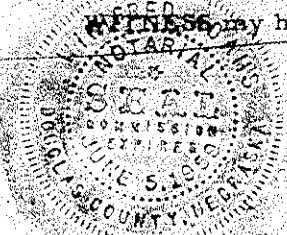
W. Hargleroad Pres.
Frederick Adams Secy.



STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 17th day of March, 1958, before me, the undersigned Notary Public in and for said County, personally came the foregoing named James Edward Tady and Lorraine A. Tady, Husband and Wife; Robert L. Johnson and Evelyn G. Johnson, Husband and Wife; John L. Cathro and Barbara J. Cathro, Husband and Wife; and Donald E. Kroeger and Ray V. Fackler, Partners, doing business as Choice Construction Co., a Partnership, who are personally known to me to be the identical persons whose names are affixed to the above amendment of protective covenants and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Official Seal the date last aforesaid.



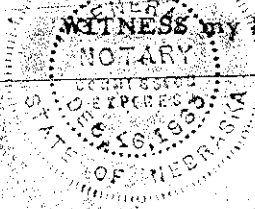
Winifred Adams
 Notary Public

My commission expires June 5, 1959.

STATE OF NEBRASKA)
) SS
 County of Douglas)

On this 17th day of March, 1958, before me, the undersigned, a Notary Public in and for said County, personally came the above named W. B. Hargleroad, Jr., President and Winifred Adams, Secretary of Hargleroad's Military Addition, Inc. who are personally known to me to be the identical persons whose names are affixed to the foregoing amendment of protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

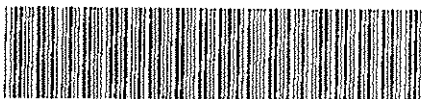
WITNESS my hand and Official Seal the date last aforesaid.



Winifred Adams
 Notary Public



5964 502 ASS



01072 00 502-

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD N. LANECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 FEB 14 PM 2:53

RECEIVED

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

9915013320
FOR VALUE RECEIVED, Eagle Mortgage Company_____, ("Assignor"), hereby grants, bargains, sells, conveys and assigns unto
HomeSide Lending, Inc. 7301 Baymeadows Way Jacksonville, FL 32256_____, ("Assignee"), all right, title
and interest of assignor in and to that certain mortgage/ deed of trust executed by Keith E Gregerson and Kristin A
Gregerson, as husband and wifeand recorded as document no. _____ in book/film 5964 at
page 497, mortgage records of Douglas County, NE and the debt
secured thereby covering the following described real property:Lot 6, Block 13, Hargleroads-Military Addition, An Addition to the City of Omaha, as surveyed, platted and recorded
in Douglas County, Nebraska

FEE

BKP

C/O

COMP

DEL

SCAN

FV

To have and to hold the said note and mortgage, and the debt thereby secured, and all right, title and interest conveyed by said
mortgage in and to the lands therein described, to the said Assignee, its successors and assigns forever, for its and their use
and benefit, not however hereby guaranteeing anything without recourse to it in any event.

Said corporation hereby covenants that it has good right to assign same.

Signed this 9th day of February, 2000

Eagle Mortgage Company

BY:

Mark C. Johnson
Vice-President

BY:

STATE OF Nebraska

COUNTY OF Douglas

} ss:

On this 9th day of February, 2000, before me, the undersigned, a notary public in and
for the State of NE, personally appeared Mark C. Johnson
and _____, to me personally known, who being by me duly sworn, did
say that they are the Vice-President and _____, respectively, of the corporation executing the
within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; and that said instrument was
signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Mark C. Johnson
and _____, as said officers acknowledged the
execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily
executed.

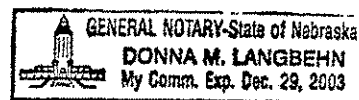
Notary Public in and said State

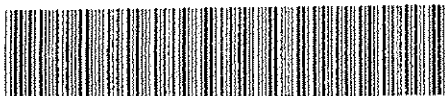
After Recording Please Return to:

Eagle Mortgage Company

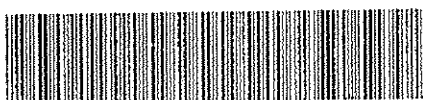
721 N. 98th Street
Omaha, NE 68114

My Commission Expires:





5964 497 MTG



02985 00 497-501

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD W TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 FEB 14 PM 2:52

RECEIVED

[Space Above This Line For Recording Data]

1565

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 9th, 2000. The trustor is Keith E Gregerson and Kristin A Gregerson as husband and wife ("Borrower").

The trustee is Old Republic National Title Insurance Company ("Trustee").

The beneficiary is Eagle Mortgage Company, which is organized and existing under the laws of the State of Nebraska, and whose address is 721 N. 98th Street Omaha, NE 68114

("Lender"). Borrower owes Lender the principal sum of Ninety Three Thousand Five Hundred and 00/100 Dollars (U.S. \$ 93,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Douglas County, Nebraska:

Lot 6, Block 13, Hargleroads-Military Addition, An Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

2985
m
FEB 25 2000
BKP _____ C/O _____ COMP _____
DEL _____ SPAN dc P

which has the address of 4642 North 81st Street, Omaha City, Nebraska 68134 ("Property Address");

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

Eagle Mortgage
721 N 98 St
Omaha, NE 68114