

# City of Grand Island

# Tuesday, September 26, 2017 Council Session

# Item E-3

# Public Hearing on Acquisition of Property at 523 East 19th Street (Butterfield)

Council action will take place under Consent Agenda item G-8.

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: September 26, 2017

**Subject:** Public Hearing on Acquisition of Property at 523 E 19<sup>th</sup>

Street (Butterfield)

**Presenter(s):** John Collins PE, Public Works Director

# **Background**

A parcel of land is available for purchase at 523 E 19<sup>th</sup> Street, which is directly south of currently owned City property. Nebraska State Statute Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities.

## **Discussion**

The adjacent City owned property is used by the Streets Division to stockpile bulk materials – typically fill dirt, spoils from ditch cleaning, and large diameter pipe. This purchase would increase the area that materials could be stored. Access to the two properties was gated/locked after the house was removed to discourage misuse, such as dumping trash. Purchasing the property would ensure restricted access could remain.

City Staff and Current Owners; Sandra Marie Butterfield, Lyndsay Butterfield and Candice Butterfield of Lincoln, Nebraska have settled on a negotiated value for the land purchase.

The sellers own the tax certificate #20140015 related to delinquent property taxes on the property addressed as 523 E 19<sup>th</sup> Street and have agreed to foreclose on such and obtain free and clear marketable title through a Treasurer's Tax Deed. The subject property will be deeded to the City as soon as possible once the Treasurer's Tax Deed is issued. Closing on this purchase shall be on or before September 30, 2017 per the agreement.

All documents have been prepared by Nebraska Title Company ("Escrow Agent") and reviewed by the City Attorney. Authorization of the City's Legal Department in finalizing the closing documents and purchase authority of \$2,800.00, which is an estimated amount based on a closing date of September 30, 2017, is contingent upon City Council approval.

# **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

# Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of such land, in the amount of \$2,800.00.

# **Sample Motion**

Move to approve the acquisition.

#### PURCHASE AGREEMENT

The undersigned Purchaser, agrees to purchase the Property described as follows:

1. Address: 523 East 19th Street, Grand Island, NE 68801

#### **Legal Description (Property):**

The South 165 feet of Lot Thirty-Three (33), in Geer Subdivision to the City of Grand Island, Hall County, Nebraska, EXCEPT that portion deeded to Burlington Northern Railroad Company by Warranty Deed recorded June 17, 1994 as Inst. No. 94-105210 and re-recorded June 29, 1994 as Inst. No. 94-105619 records of Hall County, Nebraska

- \* Buyer agrees to purchase the Property in its current, As-Is, Where-Is condition. Seller does not warrant existing structure as to its habitability or suitability for occupancy, construction, or permitted uses.
- 2. (A) Purchaser acknowledges that Seller owns the tax certificate #20140015 related to delinquent property taxes on the Subject Property. Upon signature of this Agreement, Seller has agreed to foreclose on said tax certificate and obtain free and clear marketable title through a Treasurer's Tax Deed to the Subject Property. Seller has agreed to deed the Subject Property to Buyer as soon as reasonably possible once the Treasurer's Tax Deed is issued. The Seller has the right to file paperwork with Hall County to take title as of August 3, 2017. Closing on this Agreement shall on or before September 30, 2017.
- 3. **Conveyance**: Seller agrees to convey title to Property to Purchaser or its nominee by warranty deed, free and clear of all liens, encumbrances or special taxes levied or assessed except as follows: (i) general real estate taxes assessed in 2014, 2015, 2016, and 2017 and (ii) liens held by the City of Grand Island. This conveyance is subject to all building and use restrictions, utility easements, and covenants now of record. Purchaser agrees to waive any legal requirements regarding disclosures from the Seller.
- 4. **Consideration**: Purchaser agrees to pay Two Thousand Eight-Hundred Dollars (\$2,800.00). This is a cash sale, no financing required. ZERO (\$0.00) Earnest Money to be paid on signature of this agreement to Nebraska Title Company. Should seller fail to be able to provide title insurance to the Buyer, earnest money to be refunded in full.
- 5. **Conveyance of Title**: Seller shall, through Seller's agent or closing agent, furnish a current title insurance commitment to Purchaser as soon as practical. Closing date to be September 30, 2017, or as soon as possible, or such other date as the parties may agree upon in writing. The cost of any title insurance policies and riders shall be paid by Seller.
- 6. **Closing**: Purchaser and Seller acknowledge and understand that the closing of the sale shall be handled by Nebraska Title Company ("Escrow Agent"). Escrow Agent's charges shall be paid by Seller.

- 7. **State Documentary Tax**: The state Documentary Tax on the deed shall be paid by Seller in accordance with Nebraska Documentary Stamp Tax statutes.
- 8. **Insurance**: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement.
- 9. **Remuneration**: Purchaser and Seller acknowledge and understand that no Broker was involved in this transaction.
- 10. **Attorney Fees**: Each party shall be responsible for its own attorney fees.
- 11. **Condition of Property**: Purchaser accepts the Property in As Is condition.
- 12. **Offer Expiration**: This offer to purchase is subject to acceptance by Seller on or before August\_\_\_\_\_\_, 2017.

NAME FOR THE DEED: CITY OF GRAND ISLAND, NEBRASKA

PURCHASER,

CITY OF GRAND ISLAND, NEBRASKA

By:	(date)
Title:	3 %
Address:	

Phone:

#### **ACCEPTANCE**

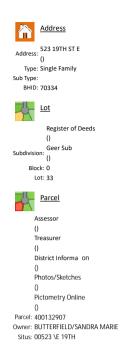
The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth

VANDELAY INVESTMENTS, LLC SELLER.

BY:

NAME:

DATE:





# Parcel: 400132907





# **Hall County Assessor**

121 South Pine Street, Suite 1 Grand Island, NE 68801-6099 Phone: (308) 385-5050 Fax: (308) 385-5059 TDD: (800) 833-7352



Barb Stoddard Deputy Assessor

LYNDSAY & CANDICE BUTTERFIELD

# Property Summary (Appraisal Details)

**Parcel Information Ownership Information** 

**Parcel Number:** 400132907 **Current Owner: BUTTERFIELD/SANDRA MARIE** 

Map Number: 3315-00-0-12045-000-0123

Address: Situs: 00523 \E 19TH 120 WEDGEWOOD DR

Legal: **GEER SUB S 165' LT 33** City, State: LINCOLN NE 68510-0000 Cadastral: 0001-0012-0056 Zipcode:

**Current Valuation Assessment Data Property Classification** 22,950 **District**: Land Value: Status: Unimproved Impr. Value: 0 School Base: **GRAND ISLAND 2** Single Family Use: **Outbuildings:** 0 Affiliated Code: Zoning: 01 **Total Value:** 22.950 Neighborhood: 350 Location: Urban **Exemptions:** 0 Greenbelt Area: City Size: 12,001-100,000 **Taxable Value:** 22,950 Greenbelt Loss: Lot Size: 03 0

#### **Sales History**

#### NO SALES HISTORY RECORDS FOUND

#### **Building Permits**

Permit No.	Date	Description	Amount
	1/1/2015	HOUSE GONE	
	1/1/2013	GARAGE GONE/NO CHANGE IN HOUSE	
	1/1/2012	NO CHANGE FOR 2012	
	1/1/2011	HOUSE BURNED 12-14-10	
	1/1/2005	RESIDENTIAL IMPROVEMENT UPDATE	
	1/1/2004	RESIDENTIAL LAND UPDATE	
	1/1/2002	5.87% Tax Equalization and Review Commission	
		increase	
	1/1/2000	5% UPDATE	

#### **Historical Valuation Information**

Year	Billed Owner	Land	Impr.	Outbldg	Total	Exempt	Taxable	Taxes
2016	BUTTERFIELD/SANDRA MARIE	22,950	0	0	22,950	0	22,950	478.18
2015	BUTTERFIELD/SANDRA MARIE	22,950	0	0	22,950	0	22,950	485.54
2014	BUTTERFIELD/SANDRA MARIE	22,950	2,694	0	25,644	0	25,644	562.98
2013	BUTTERFIELD/SANDRA MARIE	22,950	2,694	0	25,644	0	25,644	547.60

1 of 2

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Year	Billed Owner	Land	Impr.	Outbldg	Total	Exempt	Taxable	Taxes
2012	BUTTERFIELD/SANDRA MARIE	22,950	2,724	0	25,674	0	25,674	553.32
2011	BUTTERFIELD/SANDRA MARIE	22,950	2,724	0	25,674	0	25,674	543.52
2010	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	725.84
2009	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	719.06
2008	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	708.96
2007	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	707.00
2006	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	727.38
2005	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	725.02
2004	BUTTERFIELD/SANDRA MARIE	22,950	5,209	0	28,159	0	28,159	568.28
2003	BUTTERFIELD/SANDRA MARIE	21,058	5,209	0	26,267	0	26,267	576.50
2002	BUTTERFIELD/SANDRA MARIE	21,058	5,209	0	26,267	0	26,267	558.24
2001	BUTTERFIELD/SANDRA MARIE	19,890	4,920	0	24,810	0	24,810	517.60
2000	BUTTERFIELD/SANDRA MARIE	19,890	4,920	0	24,810	0	24,810	545.72
1999	BUTTERFIELD, SANDRA MARIE		24,576		24,576	0	24,576	533.48
1998	BUTTERFIELD, SANDRA MARIE		24,576		24,576	0	24,576	543.68
1997	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	564.12
1996	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	552.48
1995	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	535.44
1994	BUTTERFIELD, SANDRA MARIE		21,084		21,084	0	21,084	509.10

#### **Parcel Comments**

#### Number

1

2

2 of 2

#### Comment

HOUSE FIRE 12-14-2010, CHECK FOR 2011~ 1/92 \$1.00

#### **Photos/Sketches**



Filedate: 3/13/2017 7:00:05 PM

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#### LIMITED TITLE REPORT

FILE NO: 6095966M

#### TO: Randy James, Attorney at Law

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Hall County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

#### **LEGAL DESCRIPTION:**

The South 165 feet of Lot Thirty-Three (33), in Geer Subdivision to the City of Grand Island, Hall County, Nebraska, EXCEPT that portion deeded to Burlington Northern Railroad COmpany by Warranty Deed recorded June 17, 1994 as Inst. No. 94-105210 and re-recorded June 29, 1994 as Inst. No. 94-105619 records of Hall County, Nebraska

Address: 523 East 19th Street, Grand Island, NE 68801

#### **GRANTEE IN LAST DEED OF RECORD:**

Sandra Marie Butterfield, Lyndsay Marie Butterfield and Candice Jean Butterfield, as joint tenants

#### **UNRELEASED LIENS OF RECORD:**

- a. Deed of Trust from Sandra M. Butterfield and Jodie J. Butterfield, wife and husband, <u>Lindsey</u> Marie Butterfield, a single person, and Candice jean Butterfield, a single person, to American Pioneer Title Insurance Company, Trustee for Beneficial Nebraska, Inc., DBA Beneficial Mortgage Company, Beneficiary, in the principal amount of \$20,000.00 dated June 6, 2001 and recorded June 11, 2001 as Inst. No. 2001-5512, assigned to Springcastle Finance Funding Trust by Assignment recorded December 17, 2015 as Inst. No. 201508507.
- b. Construction Lien claimed by the City of Grand Island, against Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield in the amount of \$10,400.00 recorded September 10, 2014 as Inst. No. 2014045708.

#### **JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:**

a. Judgment (General) against Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield, et al., as set forth April 28, 2014 in Case No. CI 13-774 in the District Court of Hall County, Nebraska, styled City of Grand Island, Nebraska, Plaintiff vs. Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield, et al., Defendants.

#### **TAXES/ASSESSMENTS:**

2011 and all prior years - paid in full

2012, 2013 & 2014 taxes, Sold on Tax Certificate No.20140015 - NOT REDEEMED.

2015 General Real Estate Taxes, in the amount of \$485.54- Not paid & Delinquent.

2016 General Real Estate Taxes, in the amount of \$478.18- Not paid.

First half becomes delinquent May 1, 2017.

Second half becomes delinquent September 1, 2017.

Parcel ID Number 400132907 Assessed Value: \$22,950.00

City Assessment for Service Code SE338T, Account Number 01945 levied a. March 7, 1964 in the original principal amount of \$412.00, due in one (1) installments, zero (0) paid.

NOTE: Assesment is for future hookup for sewer service and is only payable if tapped into.

Effective Date: February 1, 2017 at 8:00 am

**Nebraska Title Company** Dicks M. Wilhamson

By

Registered Abstracter

Please direct inquiries to: Amanda Mosiman

# **INVOICE**

Invoice Date: 3/28/2017 File Number: 6095966M

**Loan Number:** 

Customer Ref. No.: 17-029

From:

Nebraska Title Company 5601 South 59th Street, Suite C

Lincoln, NE 68516 402-476-8818

To:

Randy James, Attorney at Law Attn: Randy James

PO Box 21971 Lincoln, NE 68542

RE: Sandra Marie Butterfield

523 East 19th Street, Grand Island

Geer Subdivision, S 165' Lot 33, Hall County, NE

Description	Amount	Qty	Total
Limited Title Report	\$175.00	1	\$175.00
		Subtotal	\$175.00
		Tax @ %	\$0.00
		Non Taxable Amt.	\$0.00
		Grand Total	\$175.00

#### Please Remit To:

Nebraska Title Company 5601 South 59th Street, Suite C Lincoln, NE 68516 402-476-8818

Thank you!

# 92 100482 QUITCLAIM DEED

WILLIAM B. JONES and LEONORA M. JONES, Husband and Wife

, Grantor, whether one or more.

in consideration of One Dollar (\$1.00) and love and affection

as Joint Tenants

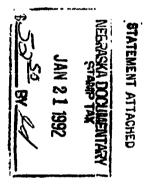
the following described real estate (as defined in Neb. Rev. Stat. \$ 76-201) in

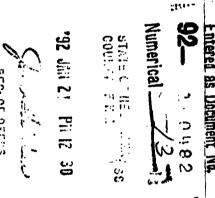
Hall

County, Nebraska:

The South One Hundred Sixty-five (165) feet of Lot Thirty-Three (33), in Geer Subdivision, now an Addition to the City of Grand Island, Hall County. Nebraska.

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December 13 19 91

LEUNGRA'M' JONES

State of NEBRASKA

County of .....HALL



The foregoing instrument was acknowledged before me on 

STATE OF NEBRASKA

County of ......

Filed for record and entered in Numerical Index on ......

County or Deputy County Clerk Register of Deeds or Deputy Register of Deeds

#### WARRANTY DEED

THAT WE, SANDRA MARIE BUTTERFIELD and JODIE J. BUTTERFIELD, Husband and Wife, LYNDSAY MARIE BUTTERFIELD, a Single Person and CANDICE JEAN BUTTERFIELD, a Single Person, of 523 E. 19th Street, Grand Island, Nebraska 68801, herein called the Grantors, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, received from Grantee, do hereby grant, bargain, sell, convey and confirm unto BULINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation of 3300 Continental Plaza, 777 Hain Street, Fort Worth, Texas 76102, herein call the Grantee, whether one or more, the following described real property in Hall County, Nebraska:

A tract of land comprising a part of the south One Hundred Sixty Five (165.0) feet of Lot Thirty-Three (33), Geer Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence running westerly along the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of One Hundred Ninety One and Fifty Nine Hundredths (191.59) feet, to the ACTUAL point of beginning; thence deflecting left 121° 08′ 55″ and running southeasterly, a distance of One Hundred Ninety Three and One Tenth (193.10) feet, to a point on the southerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence deflecting right 121° 41′ 00″ and running westerly along the southerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of Twenty Seven and Thirty Five Hundredths (27.35) feet, t a point on a curve; thence running northwesterly long the arc of a curve, concave northwesterly, the long chord of which deflects right 56° 39′ 01″ from the last described course, a long chord distance of One Hundred Ninety Six and Twenty Five Hundredths (196.25) feet, to a point on the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence deflecting right 122° 37′ 49″ and running easterly along the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of Thirty Three and Eight Tenths (33.80) feet, to the ACTUAL point of beginning, Hall County, Nebraska.

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance, except as listed below:

(1) Utility easements over the Easterly Sixteen Feet (16) and over the Southerly Twenty-Eight Feet (28) of said lot as shown in Quit Claim Deed recorded in Box 140, Page 364.

Also that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the

and the second

title to said premises against the lawful claims of all persons whomsoever.

DATED this 23rd day of May, 1	SANDRA MARIE BUTTERFIELD,  Grantor  Cooling, Ruttlafield,  Godden, Ruttlafield  Godden, Ruttlafield  Grantor  LYNDSAY NARIE BUTTERFIELD and  CANDICE JEAN BUTTERFIELD BY  Sandra Marie Butterfield,  Guardium
STATE OF NEBRASKA ) ) SS	
The foregoing instrument was 23vd day of 17211, 1994, by Sams Butterfield, Lyndsay Marie Butterfield as Guardian and Candi Sandra Marie Butterfield as Guardian Amelian Marie Butterfield as Guardian Marie Butterfield Amelian Marie Butterfield Amelia	#eld signed by Sandra Marie  ce Jean Butterfield signed by
STATE OF NEBRASKA ) ) SS	
COUNTY OF HALL )  Filed for record and entered in	n Numerical Index on
Page at o'clockm., and :	recorded in Deed Record,
ву:	County or Deputy County Clerk Register of Deeds or Deputy Register of Deeds
REFUNDS:  CASH CHECK  JUN: 7.990  STATEMENT ATTACHED  STATEMENT ATTACHED	STATE STATE STATE AS A STATE S

(30)

# WARRANTY DEED 94- 105619

THAT WE, SANDRA MARIE BUTTERFIELD and JODIE J. BUTTERFIELD, Husband and Wife, LYNDSAY MARIE BUTTERFIELD, a Single Person and CANDICE JEAN BUTTERFIELD, a Single Person, of 523 E. 19th Street, Grand Island, Nebraska 68801, herein called the Grantors, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, received from Grantee, do hereby grant, bargain, sell, convey and confirm unto BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, herein call the Grantee, whether one or more, the following described real property in Hall County, Nebraska:

A tract of land comprising a part of the south One Hundred Sixty Five (165.0) feet of Lot Thirty-Three (33), Geer Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

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TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance, except as listed below:

(1) Utility easements over the Easterly Sixteen Feet (16) and over the Southerly Twenty-Eight Feet (28) of said lot as shown in Quit Claim Deed recorded in Box 140, Page 364.

Also that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the

1800

94-105210

94- RE-RECORDED 105619

title to said premises against the lawful claims of all persons whomsoever.

	DATED this 23rd day of May, 1994.
	SANDRA MARIE BUTTERFIELD, Grantor
	DODIE J. VBUTTERFIELD Grantor
	LYNDSAY MARIE BUTTERFIELD and CANDICE JEAN BUTTERFIELD BY Sandra Marie Butterfield,
	Guardian STATE OF NEBRASKA ) SS
	The foregoing instrument was acknowledged before me on this and day of \frac{170 all}{1}, 1994, by Sandra Marie Butterfield, Jodie J. Butterfield, Lyndsay Marie Butterfield signed by Sandra Marie Butterfield as Guardian and Candice Jean Butterfield signed by
	Sandra Marie Butterfield as Guardian.    Company   Compa
	STATE OF NEBRASKA )  SS COUNTY OF HALL )
	Filed for record and entered in Numerical Index on at o'clockm., and recorded in Deed Record, Page
	County or Deputy County Clerk Register of Deeds or Deputy Register of Deeds
G. I. AB	STATE OF THE STATE
ABSTRACT	JUN 17 ATTACHED STATEMENT ATTACHED

Benficial France 2604 St. Patrick Sto GI NE 68803	REFUNDS: CASHCHECK	CASH 25,50	O1 JUN 11 AM 9 33  Kathy Daniel  REG OF DEEDS	STATE OF MEBRASKA) SS	Entered As Instrument No. 0 2 0 0 1 0 5 5 1 2
	(Space Ab	pove This Line For Recording Data)		. 15	
611700-26-502895	<u> </u>	OF TRUST			1 of 5)
X IF BOX IS CHECKED	O, THIS DEED OF T	RUST IS OPEN-END AND S	ECURES FUTURE A	DVANCES.	70
THIS DEED OF TRUST is SANDRA M AND JODIE J E A SINGLE PERSON, CANDI (herein "Borrower"), AMERI (herein "Trustee") and the Ber a corporation organized and ex 2604 ST PATRICK, STE 7	CE JEAN BUTTERF CAN PIONEER TIT Deficiary, BENEFIC Sisting under the law	BAND AND WIFE, LINDSET IELD, A SINGLE PERSON LE INSURANCE COMPANY OF NEBRASKA	EY MARIE BUTTERF N, AS JOINT TENA	NTS	
(herein "Lender").	,				
	er is indebted to Ler van Agreement dated vany Renegotiable R ding any adjustment	Rate Agreement (herein "No	and any extensote"), providing for		11
as may be advanced pursual extensions and renewals the the terms specified in the N credit limit stated in the pri	nt to Borrower's Rev reof (herein "Note") Note,including any ac	), providing for monthly indicate the state of the control of the interest results.	ted JUNE 6, 20 stallments, and interest if that rate is year.	act at the sate	and
	ender the repayment the applicable contract variable) and other contect the security of the rein contained, Born grants and conveys the	at of the indebtedness, incluct rate (including any adjusted payment of all coff this Deed of Trust; and tower, in consideration of the	ding future advances estments to the amo other sums, with inte	ount of paymer erest thereon, a of the conve	ent or the advance in chants and I the trust d property
ADDITION TO G THAT PART DEE	RAND ISLAND, HA DED TO BURLINGT	IN GEER SUBDIVISION LL COUNTY, NEBRASKA, ON NORTHERN RAIL ROAL	EXCEPT D COMPANY,		

IN INSTRUMENT #94-105210 AND INSTRUMENT #94-105619, REGISTER OF DEEDS, HALL COUNTY, NEBRASKA.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the contract rate, and other
- 2. Funds for Taxes and Insurance. Subject to applicable law or written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note at the applicable contract rate, and then to the
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law; in which case, Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if requested, at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an

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owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including Borrower's failure to pay, by the end of ten (10) calendar days after the date they are due, any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 17 to the extent permitted by applicable law.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale.

Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees to the extent permitted by applicable law; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraphy 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Deed of Trust, and, if this Deed of Trust secures a Revolving Loan Agreement, Borrower requests Lender to release this Deed of Trust, Lender shall cause this Deed of Trust to be released without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

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REQUEST FOR NOTICE OF DEFAULT  AND FORECLOSURE UNDER SUPERIOR  MORTGAGES OR DEEDS OF TRUST
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other foreclosure action.
IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.  — Godie G. Sutteful (SEAL)  — Borrower  — Borrower  — STATE OF — Nebraska  — SSS.
On this
My term expires:  GENERAL NOTARY-State of Nebrasica TRICIA DREIER Notary Public New Comm. Exp. March 15, 2004  REQUEST FOR RECONVEYANCE
To TRUSTEE:  The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Return To: Records Processing Services 577 Lamont Road Elmhurst, IL 60126

(Space Below This Line Reserved For Lender and Recorder)

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Date:\_





2014 SEP 10 AM 11 D3

MALL CO. REGISTER OF DEEDS

1600

#### **CONSTRUCTION LIEN**

The real estate subject to this lien is: 523 E 19<sup>th</sup> Street, Grand Island, NE 68801, more particularly described as follows:

The South One-Hundred Sixty-Five (165) feet of Lot 33 in Geer Subdivision, now an addition to Grand Island, Hall County, Nebraska. Except that part deeded to Burlington Northern Rail Road Company, in Instrument #94-105210 and Instrument #94-105619, Register of Deeds, Hall County, Nebraska.

The persons against whose interest in the real estate the lien is claimed are:

Sandra Butterfield, Lyndsay Butterfield, and Candice Butterfield.

The name and address of the claimant is:

The City of Grand Island, 100 East 1<sup>st</sup> Street, PO Box 1968, Grand Island, NE 68802-1968.

Complete demolition of the fire damaged structure was performed by the claimant to abate the public nuisance conditions on the property and improve the real estate. The last day on which work was performed was April 2, 2014. The amount unpaid and due to the claimant for the services is Ten Thousand Four Hundred and No/100 Dollars (\$10,400.00). Journal Entry entered by the District Court of Hall County, Nebraska on April 28, 2014 at Case No. CI13-774 awards Ten Thousand Four Hundred and No/100 Dollars (\$10,400.00) for services.

CITY OF GRAND ISALND, NEBRASKA, A Municipal Corporation and Claimant

Jay Vavricek, Mayor 100 East First Street

PO Box 1968

Grand Island, NE 68802-1968

(308)385-5444

STATE OF NEBRASKA )
)ss:
COUNTY OF HALL )

On this  $\underline{Q^{+} \underline{h}}$  day of September, 2014, before me a Notary Public in and for said County, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a Municipal Corporation, to me personally known to be the identical person who executed the

above lien and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and notary seal at Grand Island, Nebraska, in said County, the day and year last above written.

GENERAL NOTARY - State of Nebrasika RANAE EDWARDS My Comm. Exp. Dec. 29, 2014

Notary Public

My commission expires: 12-29-14

Select Language ▼
All State Agencies | All State Services |

## Nebraska Judicial Branch

NE 68802

#### Case Summary

#### Parties/Attorneys to the Case

Attorney Party Plaintiff ACTIVE City of Grand Island Nebraska % Stacy Nonhof, Attorney PO Box 1968 Grand Island NE 68802 Stacy R Nonhof 100 East First P O Box 1968 Grand Island 308-385-5420 Defendant ACTIVE Sandra Butterfield 1912 N Illinois Grand Island NE 68801 Defendant ACTIVE Lyndsay Butterfield 1912 N Illinois Grand Island NE 68801 Defendant ACTIVE Candice Butterfield 1912 N Illinois Grand Island NE 68801 Defendant ACTIVE American Pioneer Title Ins Co % Records Processing Services 577 Lamont Road Elmhurst IL 60126 Defendant ACTIVE

Beneficial Finance Company Attn: Legal Department PO BOX 4153K Carol Stream IL 60197 Defendant ACTIVE South 165 ft of Lot 33 in Geer subd a/k/a 523 East 19th Street Grand Island NE 68801 South 165 ft of Lot 33 in Geer subd owes \$10,400.00

#### Judgment Information

On 04/28/2014 judgment of Judgment (General) was entered for \$10,400.00 Balance due is \$10,400.00

The judgment creditor is City of Grand Island Nebraska
The judgment debtor is South 165 ft of Lot 33 in Geer subd

#### Court Costs Information

Plaintiff         Petition         08/20/2013         \$35.00           Plaintiff         Filing Fee - State         08/20/2013         \$5.00           Plaintiff         Automation Fee         08/20/2013         \$8.00           Plaintiff         NSC Education Fee         08/20/2013         \$1.00           Plaintiff         Dispute Resolution Fee         08/20/2013         \$0.75           Plaintiff         Indigent Defense Fee         08/20/2013         \$3.00           Plaintiff         Uniform Data Analysis Fee         08/20/2013         \$1.00           Plaintiff         J.R.F.         08/20/2013         \$6.00           Plaintiff         Filing Fee-JRF         08/20/2013         \$2.00           Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31				
Plaintiff         Filing Fee - State         08/20/2013         \$5.00           Plaintiff         Automation Fee         08/20/2013         \$8.00           Plaintiff         NSC Education Fee         08/20/2013         \$1.00           Plaintiff         Dispute Resolution Fee         08/20/2013         \$0.75           Plaintiff         Indigent Defense Fee         08/20/2013         \$3.00           Plaintiff         Uniform Data Analysis Fee         08/20/2013         \$1.00           Plaintiff         J.R.F.         08/20/2013         \$6.00           Plaintiff         Filing Fee-JRF         08/20/2013         \$2.00           Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Incurred By	Account	Date	Amount
Plaintiff       Automation Fee       08/20/2013       \$8.00         Plaintiff       NSC Education Fee       08/20/2013       \$1.00         Plaintiff       Dispute Resolution Fee       08/20/2013       \$0.75         Plaintiff       Indigent Defense Fee       08/20/2013       \$3.00         Plaintiff       Uniform Data Analysis Fee       08/20/2013       \$1.00         Plaintiff       J.R.F.       08/20/2013       \$6.00         Plaintiff       Filing Fee-JRF       08/20/2013       \$2.00         Plaintiff       Legal Aid/Services Fund       08/20/2013       \$5.25         Plaintiff       Complete Record       08/20/2013       \$15.00         Plaintiff       Service Fees       09/03/2013       \$6.31         Plaintiff       Service Fees       09/03/2013       \$6.31	Plaintiff	Petition	08/20/2013	\$35.00
Plaintiff         NSC Education Fee         08/20/2013         \$1.00           Plaintiff         Dispute Resolution Fee         08/20/2013         \$0.75           Plaintiff         Indigent Defense Fee         08/20/2013         \$3.00           Plaintiff         Uniform Data Analysis Fee         08/20/2013         \$1.00           Plaintiff         J.R.F.         08/20/2013         \$6.00           Plaintiff         Filing Fee-JRF         08/20/2013         \$2.00           Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	Filing Fee - State	08/20/2013	\$5.00
Plaintiff         Dispute Resolution Fee         08/20/2013         \$0.75           Plaintiff         Indigent Defense Fee         08/20/2013         \$3.00           Plaintiff         Uniform Data Analysis Fee         08/20/2013         \$1.00           Plaintiff         J.R.F.         08/20/2013         \$6.00           Plaintiff         Filing Fee-JRF         08/20/2013         \$2.00           Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	Automation Fee	08/20/2013	\$8.00
Plaintiff         Indigent Defense Fee         08/20/2013         \$3.00           Plaintiff         Uniform Data Analysis Fee         08/20/2013         \$1.00           Plaintiff         J.R.F.         08/20/2013         \$6.00           Plaintiff         Filing Fee-JRF         08/20/2013         \$2.00           Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	NSC Education Fee	08/20/2013	\$1.00
Plaintiff       Uniform Data Analysis Fee       08/20/2013       \$1.00         Plaintiff       J.R.F.       08/20/2013       \$6.00         Plaintiff       Filing Fee-JRF       08/20/2013       \$2.00         Plaintiff       Legal Aid/Services Fund       08/20/2013       \$5.25         Plaintiff       Complete Record       08/20/2013       \$15.00         Plaintiff       Service Fees       09/03/2013       \$6.31         Plaintiff       Service Fees       09/03/2013       \$6.31	Plaintiff	Dispute Resolution Fee	08/20/2013	\$0.75
Plaintiff       J.R.F.       08/20/2013       \$6.00         Plaintiff       Filing Fee-JRF       08/20/2013       \$2.00         Plaintiff       Legal Aid/Services Fund       08/20/2013       \$5.25         Plaintiff       Complete Record       08/20/2013       \$15.00         Plaintiff       Service Fees       09/03/2013       \$6.31         Plaintiff       Service Fees       09/03/2013       \$6.31	Plaintiff	Indigent Defense Fee	08/20/2013	\$3.00
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Plaintiff         Legal Aid/Services Fund         08/20/2013         \$5.25           Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	J.R.F.	08/20/2013	\$6.00
Plaintiff         Complete Record         08/20/2013         \$15.00           Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	Filing Fee-JRF	08/20/2013	\$2.00
Plaintiff         Service Fees         09/03/2013         \$6.31           Plaintiff         Service Fees         09/03/2013         \$6.31	Plaintiff	Legal Aid/Services Fund	08/20/2013	\$5.25
Plaintiff Service Fees 09/03/2013 \$6.31	Plaintiff	Complete Record	08/20/2013	\$15.00
	Plaintiff	Service Fees	09/03/2013	\$6.31
Plaintiff Service Fees 09/03/2013 \$6.31	Plaintiff	Service Fees	09/03/2013	\$6.31
	Plaintiff	Service Fees	09/03/2013	\$6.31
Plaintiff Service Fees 09/03/2013 \$6.31	Plaintiff	Service Fees	09/03/2013	\$6.31

# Financial Activity

No trust money is held by the court No fee money is held by the court

Paymen	ts Made to the Cou	rt		
Receipt	Туре	Date	For	Amount
9061137	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061138	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061139	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061140	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
226235	Cash	08/20/2013	City of Grand Island N	\$82.00
			Petition	\$35.00
			Filing Fee - State	\$5.00

Receipt	Туре	Date	For	Amount
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

#### Register of Actions

05/13/2014 Mail Returned by Post Office
This action initiated by party Candice Butterfield
Image ID 000322063D08

05/05/2014 Mail Returned by Post Office
This action initiated by party Lyndsay Butterfield
Image ID 000321982D08

05/05/2014 Mail Returned by Post Office This action initiated by party Sandra Butterfield Image ID 000322008D08

04/28/2014 Judges Notes

11-7-13 to 4-28-14 Image ID 000323483D08

04/28/2014 Notice Issued on Stacy Nonhof
The document number is 00053699
Notice of Judgment
E-MAILED snonhof@grand-island.com
Image ID D00053699D08

04/28/2014 Notice Issued on Beneficial Finance Company The document number is 00053698 Notice of Judgment Image ID D00053698D08

04/28/2014 Notice Issued on Candice Butterfield The document number is 00053697

Notice of Judgment Image ID D00053697D08

04/28/2014 Notice Issued on Lyndsay Butterfield The document number is 00053696 Notice of Judgment Image ID D00053696D08

04/28/2014 Notice Issued on Sandra Butterfield The document number is 00053695

Notice of Judgment Image ID D00053695D08 04/28/2014 Journal Entry This action initiated by Teresa K Luther Costs assessed Image ID 000323482D08 04/15/2014 Affidavit This action initiated by party City of Grand Island Nebraska Image ID 000321838D08 04/15/2014 Motion Filed This action initiated by party City of Grand Island Nebraska for Judgment for Costs of Abatement w/nhrg 4/28/14 @ 11; cert serv Image ID 000321835D08 11/26/2013 Mail Returned by Post Office Image ID 000310093D08 11/13/2013 Judges Notes 11-7-13 TO 11-13-13 Image ID 000309920D08 11/13/2013 Notice Issued on Stacy Nonhof The document number is 00051111 Notice of Judgment E-MAILED snonhof@grand-island.com Image ID D00051111D08 11/13/2013 Notice Issued on Beneficial Finance Company The document number is 00051110 Notice of Judgment Image ID D00051110D08 11/13/2013 Notice Issued on American Pioneer Title Ins Co The document number is 00051109 Notice of Judgment Image ID D00051109D08 11/13/2013 Notice Issued on Candice Butterfield The document number is 00051108 Notice of Judgment Image ID D00051108D08 11/13/2013 Notice Issued on Lyndsay Butterfield The document number is 00051107 Notice of Judgment Image ID D00051107D08 11/13/2013 Notice Issued on Sandra Butterfield

The document number is 00051106 Notice of Judgment Image ID D00051106D08

11/13/2013 Journal Entry
This action initiated by Teresa K Luther Image ID 000309469D08

11/06/2013 Notice-Hearing This action initiated by party City of Grand Island Nebraska 11/13/13 @ 9

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Image ID 000297804D08
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11/06/2013 Affidavit-Support of Motion
This action initiated by party City of Grand Island Nebraska cert serv
Image ID 000297803D08

11/06/2013 Motion-Summary Judgment

This action initiated by party City of Grand Island Nebraska cert serv

Image ID 000297802D08

10/30/2013 Notice-Hearing This action initiated by party City of Grand Island Nebraska Hearing 11-7-13 @ 10:00 am;cert serv Image ID 000308304D08

09/03/2013 Return Summons/Alias Summons The document number is 00049445 Served 08/22/2013, Certified Mail Image ID 000303237D08

09/03/2013 Return Summons/Alias Summons The document number is 00049443

Served 08/22/2013, Certified Mail Image ID 000303234D08

09/03/2013 Return Summons/Alias Summons The document number is 00049442 Served 08/22/2013, Certified Mail Image ID 000303231D08

09/03/2013 Return Summons/Alias Summons The document number is 00049441 Served 08/22/2013, Certified Mail Image ID 000303240D08

08/20/2013 Summons Issued on Beneficial Finance Company The document number is 00049445 E-MAILED: snonhof@grand-island.com

 ${\tt Image\ ID\quad D00049445D08}$ 

08/20/2013 Summons Issued on American Pioneer Title Ins Co The document number is 00049444 E-MAILED: snonhof@grand-island.com Image ID D00049444D08

08/20/2013 Summons Issued on Candice Butterfield The document number is 00049443 E-MAILED: snonhof@grand-island.com Image ID D00049443D08

08/20/2013 Summons Issued on Lyndsay Butterfield The document number is 00049442 E-MAILED: snonhof@grand-island.com Image ID D00049442D08

08/20/2013 Summons Issued on Sandra Butterfield The document number is 00049441 E-MAILED: snonhof@grand-island.com Image ID D00049441D08

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08/20/2013 Complaint-Praecipe
This action initiated by party City of Grand Island Nebraska
Image ID 000301883D08
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#### Judges Notes

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11/07/2013

11-07-2013

PT cont

11/13/2013

11-13-2013

Hrg on SJ. Nonhof for Plaintiff; Defendants not present. Evid adduced. Mot for SJ sustained.

04/28/2014

04-28-2014

jp Hrg on assessment of costs. Nonhof for City costs assessed
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