

76. 005578

Real Estate Mortgage

By This Instrument

Louis R. Melgoza and Rae A. Melgoza, husband and wife, each in his and her own right and as spouse of the other,

of the County of Hall and State of Nebraska,

hereinafter called party of the first part, in consideration of \$3,332.00

Three Thousand Three Hundred Thirty Two and no/100 - - - - DOLLARS,

in hand paid, do hereby grant, bargain, sell and convey unto the Grand Island Trust Company of Grand Island, Nebraska, and its successors and assigns, the following real estate, situated in Hall County, State of Nebraska, towit:

Lot Twelve (12) in Island Acres, Number Seven (7), a Subdivision in the City of Grand Island, Hall County, Nebraska.

Together with all the appurtenances thereunto belonging, and all covenants in all the title deeds running with said real estate, and all the rents, issues and profits arising therefrom after default in performance of any covenant or condition herein contained; and warrants the title thereto perfect and clear except for this mortgage.

During the time this mortgage is in force the mortgagors agree:

First. To pay all taxes and special assessments levied against said premises, including all taxes and assessments levied upon this mortgage, or the debt secured by this mortgage.

Second. To keep all buildings thereon insured against loss by fire, lightning and tornado in some company, to be approved by the said Grand Island Trust Company of Grand Island, Nebraska, in the sum of \$ insurable value, for the benefit of the said Trust Company, and its successors or assigns; and to deposit said policies with said Trust Company, and shall not commit or suffer any waste on said premises, and shall put and keep said real estate, buildings and improvements in good order.

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Third. To pay or cause to be paid to the Grand Island Trust Company of Grand Island, Nebraska, its successors or assigns, the sum of \$ 3,332.00

Three Thousand Three Hundred Thirty Two and no/100 - - - DOLLARS,
payable as follows:

Forty-eight (48) monthly payments of \$92.30 each, due on the 10th of each month, commencing November 10, 1976,

with interest thereon payable ~~semi-annually~~, according to the tenor and effect of the one certain first ~~mortgage~~^{Note}-bond of said mortgagors, bearing even date with these presents. After maturity said ~~bond~~^{Note} draws interest at the rate of ~~five~~^{14.66} per cent per annum.

If said taxes and assessments are not paid when due, or if the buildings on said premises are not insured as above provided, or if any of said interest is not paid when due, then said whole debt shall become due immediately, at the option of the said Trust Company, and shall thereafter draw interest at the rate of ~~five~~^{14.66} per cent per annum.

Whether said debt becomes due by lapse of time, or by reason of the failure of the party of the first part to comply with any condition herein, the said Grand Island Trust Company of Grand Island, Nebraska, the successors and assigns, shall have the right to begin the foreclosure of this mortgage at once on the whole debt hereby secured, and to include therein all taxes, assessments, insurance premiums and costs, paid by it or them; or said Trust Company, its successors or assigns, may foreclose only as to the sum past due, without injury to this mortgage, or the displacement or impairment of the lien thereof.

And the said first party and the makers of said note, bond and coupons especially agree and declare that the separate estate of each and every one of them, including both that now owned and that hereafter acquired, is pledged and bound for the payment of the debt hereby secured.

After the commencement of any suit in foreclosure the plaintiff therein shall be entitled to the immediate possession of said premises and the appointment of a receiver therefor, notwithstanding they may be the homestead of the occupant and notwithstanding the parties liable for the debt may be solvent, and the first party hereby consents to the appointment of a Receiver upon the production of this indenture, without other evidence.

The foregoing conditions and agreements, all and singular, being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

Signed this 28th day of September A. D., 19 76

In presence of

Louis R. Melgoza
Louis R. Melgoza
Rae A. Melgoza
Rae A. Melgoza

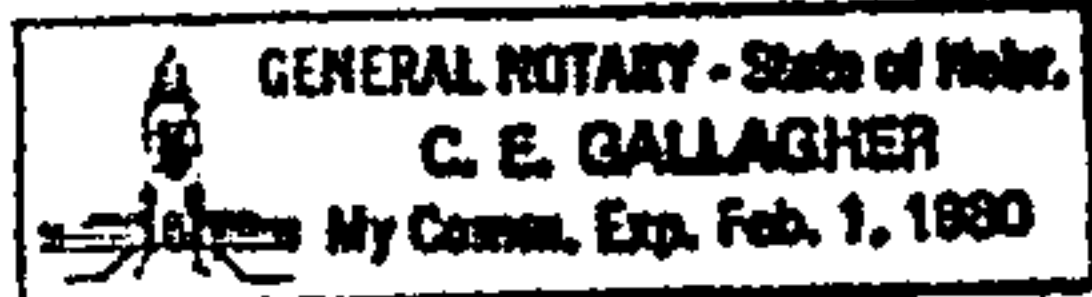
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STATE OF NEBRASKA }
County of HALL } ss.

On this 28th day of September 19 76, before me, the undersigned, a Notary Public, in and for said County, personally came Louis R. Melgoza and Rae A. Melgoza, husband and wife, each in his and her own right and as spouse of the other, personally to me known to be the identical persons described in and whose names affixed to the above instrument as mortgagors, and severally acknowledged said instrument to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

 GENERAL NOTARY - State of Nebr.
C. E. GALLAGHER
My Comm. Exp. Feb. 1, 1980

C. E. Gallagher
Notary Public.

My commission expires on the 1st day of February 19 76

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Entered as Document No.

76-005578

Grantee
Grantee Numerical 19

STATE OF NEBRASKA) SS
COUNTY OF DALLAS)

179 SEP 30 PM 1 59

[Signature]
REG. OF DEEDS

Real Estate Mortgage

No. _____
Louis R. Melgoza and Rae A. Melgoza, husband and wife, each in his and her own right and as spouse of the other,

TO
Grand Island Trust Company
OF GRAND ISLAND, NEBRASKA

STATE OF _____ ss.
County of _____

Entered on Numerical Index and filed for Record in the Register of Deeds' office of said County, the

_____ day of _____
19____, at _____ o'clock and _____ minutes _____ M., and recorded in Book _____ of Mortgages, on Page _____

Register of Deeds.
Deputy.

Which Recorded Returns to
Grand Island Trust Company
OF GRAND ISLAND, NEBRASKA