

Date April 22, 1983

Jerome J. Houdek and Elsie A. Houdek, husband and wife, and Rudy F. Benes, a single

person, Mortgageors,

of Merrick County, Nebraska, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation, of Omaha, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgageors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Hall & Merrick County, Nebraska:

HALL COUNTY

SEC. TWP. RB.

SE 1/4 (except a portion of the NE 1/4 SE 1/4 more particularly described as follows: Beginning at the Northeast corner of said NE 1/4 SE 1/4 and running West along the North line of said NE 1/4 SE 1/4 a distance of 660.02 feet, thence a deflecting angle left 134°45'20" and running 929.42 feet Southeasterly to a point on the East line of said NE 1/4 SE 1/4 thence a deflecting angle left 134°45'20" and running North 660.02 feet to the point of beginning, containing 5.00 acres, more or less, the Easterly 33 feet of which being Hall County Road right-of-way - - - - - 2 12N 10 W 6th P.M.

MERRICK COUNTY

Fractional N 1/4 NW 1/4 - - - - - 2 12N 8 W 6th P.M.

This mortgage is executed in two original counterparts, to facilitate recording in Hall and Merrick Counties, notwithstanding such duplicate execution they constitute one and the same mortgage.

containing 233.44 acres, more or less, together with all of the right, title, and interest (now owned or hereafter acquired) of the mortgageors in said property, including all buildings, improvements, fixtures, or appurtenances thereon or hereafter placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgageors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgageors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgageors to Mortgagee, in the principal sum of TWO HUNDRED FORTY-SIX THOUSAND THREE HUNDRED AND NO/100 - - - - DOLLARS, payable with interest according to the terms of said note, the final payment being due and payable on the first day of April, 2012. This conveyance shall be void upon the payment of said promissory note.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgageors' application for said loan and authorized by said Act.

The Mortgageors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

- (1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.
(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.
(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege on the public domain which is appurtenant or nonappurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the state in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the reissue, renewal, or extension of each of the same and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgageors' rights in public domain are required by Mortgagee for security purposes.
(4) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.
(5) That in the event the Mortgageors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

Date April 22, 1983

Jerome J. Houdek and Elsie A. Houdek, husband and wife, and Rudy F. Benes, a single

person, Mortgagors,

of Merrick County, Nebraska, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation. of Omaha, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Hall & Merrick County, Nebraska:

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SE 1/4 (except a portion of the NE 1/4 SE 1/4 more particularly described as follows: Beginning at the Northeast corner of said NE 1/4 SE 1/4 and running West along the North line of said NE 1/4 SE 1/4 a distance of 660.02 feet, thence a deflecting angle left 134°45'20" and running 929.42 feet Southeasterly to a point on the East line of said NE 1/4 SE 1/4 thence a deflecting angle left 134°45'20" and running North 660.02 feet to the point of beginning, containing 5.00 acres, more or less, the Easterly 33 feet of which being Hall County Road right-of-way - - - - - 2 12N 10 W 6th P.M.

MERRICK COUNTY

Fractional N 1/2 NW 1/4 - - - - - 2 12N 8 W 6th P.M.

This mortgage is executed in two original counterparts, to facilitate recording in Hall and Merrick Counties, notwithstanding such duplicate execution they constitute one and the same mortgage.

containing 233.44 acres, more or less, together with all of the right, title, and interest (now owned or hereafter acquired) of the Mortgagors in said property, including all buildings, improvements, fixtures, or appurtenances thereon or hereafter placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgagors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgagors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of TWO HUNDRED FORTY-SIX THOUSAND THREE HUNDRED AND NO/100 - - - - - DOLLARS, payable with interest according to the terms of said note, the final payment being due and payable on the first day of April, 2012. This conveyance shall be void upon the payment of said promissory note.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

- (1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.
(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.
(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege on the public domain which is appurtenant or nonappurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the state in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the renewal, extension, or extension of each of the same; and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgagors' rights in public domain are required by Mortgagee for security purposes.
(4) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.
(5) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(6) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(7) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(8) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(9) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(10) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(11) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(12) Assignment of Proceeds of Mineral Lease. Mortgagors hereby transfer, set over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may at its option turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses, and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Rudy F. Benes (SEAL)  
Rudy F. Benes

Jerome J. Houdek (SEAL)  
Jerome J. Houdek

Elsie A. Houdek (SEAL)  
Elsie A. Houdek

STATE OF NEBRASKA }  
COUNTY OF MERRICK } ss.

On this 17<sup>th</sup> day of MAY, A.D., 1983, before me, a Notary Public in and for said County and State, personally appeared Jerome J. Houdek and Elsie A. Houdek, husband and wife, and Rudy F. Benes, a single person,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires 

Bradley M. Berndt  
BRADLEY M. BERNDT  
(Type or print name under signature)  
Notary Public in and for said County and State

This Space For Use of Mortgage Only  
Loan No. 309-1 9035698  
Assignment No. \_\_\_\_\_

MORTGAGE  
Shirley J. Benes  
To  
The Federal Land Bank  
of Omaha  
Omaha, Nebraska

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
This instrument was filed for record at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and duly indexed and recorded in book \_\_\_\_\_ Page \_\_\_\_\_ of the Real Estate Mortgage records.

REG. OF DEEDS  
John T. Benes  
Deputy  
03 MAY 18 PM 1 31  
COUNTY OF HALL  
STATE OF NEBRASKA  
Grantor \_\_\_\_\_  
Grantee \_\_\_\_\_  
Number \_\_\_\_\_

Entered as Document No. 83-002401