

78-007186

KNOW ALL MEN BY THESE PRESENTS: That Michael L. Smith and Paula S. Smith, Husband and Wife, each individually in his and her own right and as spouse of the other, of Hall County, and State of Nebraska, in consideration of the sum of FIFTY-FIVE THOUSAND AND NO/100----- DOLLARS in hand paid, do hereby SELL and CONVEY unto The First National Bank of Grand Island

of Hall County, State of Nebraska the following described premises situated in Hall County, and State of Nebraska, to-wit:

Lot Nineteen (19) Westroads Estates Third Subdivision,  
Hall County, Nebraska.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said mortgagee(s) and to his, her or their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor(s), his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee(s), his, her or their heirs, executors, administrators or assigns, the principal sum of \$55,000.00 payable as follows, to-wit:

Principal payment of \$55,000.00, plus accrued interest, due and payable on May 1, 1979.

with interest according to the tenor and effect of the mortgagors written promissory note bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate, and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$ 55,000.00, loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at 11% per cent, shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) That a failure to pay any of said money, either principal or interest, when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee.

Signed this 1st day of November, 19 78.

In presence of

Michael L. Smith

Paula S. Smith

STATE OF Nebraska, County of Hall

Before me, a Notary Public qualified for said county, personally came Michael L. Smith and Paula S. Smith

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on November 1, 19 78

My commission expires 12/30/80 Notary Public.

STATE OF \_\_\_\_\_ }  
County \_\_\_\_\_ } ss. 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 \_\_\_\_\_ at page \_\_\_\_\_

Reg. of Deeds

By \_\_\_\_\_ Deputy

Entered as Document No.

78-007186

Grantor           

Grantee           

Numerical           

12234

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

\*78 NOV 2 AM 10 31

*James M. Tolson*  
REG. OF DEEDS

*For A. Madsen,  
FBI  
Eol 1168*