

FIRST MORTGAGE

THIS MORTGAGE, made in ~~the State of Nebraska~~, Boulder, Colorado, on September 16, 1978, between William L. Swartz and Angela V. Swartz, residing at Lot 56, Venus Street, Alda, Nebraska 69810 (the "Mortgagor"), and Emily N. Swartz, residing at 2237 Sixth Street, Boulder, Colorado 80302 (the "Mortgagee");

That, to secure the payment of an indebtedness of five thousand dollars plus interest at seven per cent per year payable in sixty monthly installments of ninety-nine dollars and one cent each, beginning November 1, 1978, according to a certain promissory note bearing even date herewith, the Mortgagor mortgages to the Mortgagee all that certain lot, piece or parcel of land, with its buildings and improvements including a mobile home, situate, lying and being in the County of Hall and State of Nebraska, Village of Alda, described as follows:

Lot Fifty-six (56), Argo Fourth Subdivision,
Village of Alda, County of Hall, State of Nebraska

TOGETHER with the appurtenances, and all the estate and rights of the Mortgagor in and to the premises;

TOGETHER with all fixtures and articles of personal property now or later attached to, or used in connection with, the premises, all of which are covered by this mortgage.

And the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as hereinbefore provided.
2. That the Mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee; that he will assign and deliver the policies to the Mortgagee; and that he will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the written consent of the Mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the Mortgagee: after default in the payment of any installment of principal or of interest for twenty (20) days; or after default in the payment of any tax, water rate or assessment for sixty (60) days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the Mortgagor will pay all taxes, assessments or water rates, and, if defaulted, the Mortgagee may pay the same.
6. That the Mortgagor, within six (6) days upon request in person, or within thirty (30) days upon request by mail, will furnish a statement of the amount due on this mortgage.
7. That the Mortgagor within ten (10) days upon request in person or within thirty (30) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That the Mortgagor warrants the title to the premises, except for the lis pendens or "suit pending" filed in the Case of Zelen vs. Mueller and Argo #69-071, January 6, 1978.
9. That the whole of the principal sum shall become due at the option of the Mortgagee, after default for sixty (60) days after notice and demand in the payment of any installment of any assessment for local improvements, presently or later laid, which is, or may become, payable in annual installments and which has affected, now affects or may affect, the premises, notwithstanding that such installment be not due and payable at the time of such notice and demand.
10. That the whole of the principal sum shall become due, at the option of the Mortgagee, if the buildings on the premises are not maintained in reasonably good repair, or upon the failure of any owner of the premises to comply with the requirement of any department of the State, County, or Village within three (3) months after an order making such requirement has been issued by said governmental unit.

11. That, in the event of the passage after the date of this mortgage of any law of the State of Nebraska, deducting from the value of land for the purposes of taxation any lien, or changing in any way the laws for the taxation of mortgages, or debts secured by mortgage, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty (30) days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given, the debt shall become due, payable and collectible at the expiration of thirty (30) days.

12. That, in case of a sale, the premises, or such as may be affected by this mortgage, may be sold in one parcel.

13. That the whole of the principal sum shall immediately become due, at the option of the Mortgagee, if the Mortgagor shall assign the rents, or any part of the rents, of the mortgaged premises, without first obtaining the written consent of the Mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected, or to be erected, upon the premises.

14. That the whole of the principal sum shall immediately become due, at the option of the Mortgagee, upon any default in keeping the buildings of the premises insured against loss by fire, as required by paragraph "2" above, or if after application by any holder of this mortgage to two (2) or more fire insurance companies lawfully doing business in the State of Nebraska and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies.

15. That the holder of this mortgage, in any action to foreclose it, shall be entitled (without notice and without regard to the adequacy of any security for the debt) to the appointment of a receiver of the rents and profits of the premises.

16. That, in the event of any default or defaults in paying the principal, interest, taxes, water rents, assessments, or premiums of insurance, the rents and profits of the premises are hereby assigned to the holder of this mortgage as further security for the payment of the indebtedness.

17. That if this mortgage is recorded subsequent to the commencement of any improvement, repairs, or alterations to or upon the mortgaged premises and before the expiration of four (4) months after completion, the Mortgagor will receive the advances secured by this mortgage as a trust fund to be applied first to the payment of the cost of improvement, before using any part of the total of the same for any other purpose.

18. That in the event of a default, if the Mortgagor, or any subsequent owner of the premises, is occupying any part of the premises, it is agreed that a reasonable rental for the part so occupied shall be paid by the occupant monthly in advance to the Mortgagee.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor.

In the presence of:

Henry E. Swartz

William L. Swartz
WILLIAM L. SWARTZ
Angela V. Swartz
ANGELA V. SWARTZ

STATE OF ^{Colorado} ~~Nebraska~~
COUNTY OF ^{Boulder} ~~Hall~~ ss.

The foregoing instrument was acknowledged before me this 16th day of September, 1978, by William L. Swartz and Angela V. Swartz as their own free act and deed.

My commission expires: March 3, 1982

Notary Public

Entered as Document No.

78- 007201

Grant

Grantee *[Signature]*

Numerical *[Signature]*

1-2-3-4

STATE OF NEBRASKA) SS

COUNTY OF HALL)

78 NOV 2 PM 1 17

[Signature]
REG. OF DEEDS

Henry & Son, Inc.
1919-1940