

THIS INDENTURE WITNESSETH, that John A. Harrington, Single; Douglas E. Harrington and Jolyne Harrington, husband and wife; and Sue Ann Fitzpatrick and Eugene Fitzpatrick, wife and husband,

of County, Nebraska, herein called MORTGAGOR in consideration of \$ 575,000.00 in hand paid, does hereby grant, bargain, sell and convey to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, having its principal office in the City of Newark, New Jersey herein called MORTGAGEE, its successors and assigns forever, the following described real estate situated in the Counties of Buffalo, Hamilton and Hall ~~Nebraska~~ Nebraska, to-wit:

Tract 1 - The Southeast Quarter (SE-1/4) of Section 13, Township 10 North, Range 13 West of the 6th P.M., Buffalo County, Nebraska;

Tract 2 - The East Half of the Northwest Quarter (E-1/2 NW-1/4) and the Northeast Quarter (NE-1/4) of Section 29, Township 10 North, Range 12 West of the 6th P.M. in Hall County, Nebraska, excepting therefrom a certain tract of land more particularly described as follows:

A tract of land comprising a part of the Northeast Quarter of the Northwest Quarter (NE-1/4NW-1/4), and part of the Northwest Quarter of the Northeast Quarter (NW-1/4NE-1/4) of Section 29, Township 10 North, Range 12 West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter (NE-1/4) thence Easterly along the North line of said North st Quarter (NE-1/4), a distance of 664.0 feet; thence deflecting right 90°12'20" and running Southerly a distance of 222.75 feet; Thence deflecting right 44°58'15" and running Southwesterly, a distance of 698.84 feet, thence deflecting right 44°58'15" and running Westerly, a distance of 970.0 feet; thence deflecting right 90°03'30" and running Northerly, a distance of 715.0 feet, to the North line of said Northwest Quarter (NW-1/4); thence Easterly along the North line of said Northwest Quarter (NW-1/4), a distance of 800.0 feet to the place of beginning.

Tract 3 - The Northwest Quarter (NW-1/4) of Section 34, Township 13 North, Range 6 West of the 6th P.M. in Hamilton County, Nebraska.

Including all irrigation and water rights, irrigation wells, pumps, equipment and accessories thereto.

Subject to easements of record and to existing roads and highways.

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together with all the appurtenances thereto belonging or in any wise pertaining thereto. Mortgagor relinquishes all rights of homestead and all other contingent interest in said premises. The conveyance of the premises above described together with all the rents issues and profits thereof is made to secure the repayment of a loan made by the Mortgagee to the Mortgagor, as evidenced by a promissory note of even date herewith in the principal sum of

----- Five Hundred Seventy-five Thousand and No/100 ----- Dollars
(\$ 575,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, with interest at the rate thereon set forth, the principal and interest payable in accordance with the terms of said promissory note, and finally maturing on January 1, 1994. All sums due shall bear interest after the due date at the rate of 11% per annum, and with a reasonable attorney's fee as may be determined by the Court.

Mortgagor hereby expressly covenants and agrees with Mortgagee, as follows:

1. Mortgagor is lawfully seized of an indefeasible estate in fee simple free from encumbrances and has good right and power to convey an absolute title, in fee simple, including all the rights of homestead, and will warrant and defend the title to the same against all lawful claims.
2. To pay all sums hereby secured when due.
3. To pay when due all taxes and assessments of every type or nature levied or assessed against said property, or upon the Mortgagee's interest therein; and also to pay any claim, lien or encumbrance against said property which may be or become prior and senior to the lien of this mortgage.
4. To keep all buildings on the mortgaged property insured against loss and damage by fire, windstorm and other hazards, with such solvent insurance company or companies, and in such amounts, as are satisfactory with the Mortgagee, and with the proceeds of loss payable to the Mortgagee as its interest may appear. The policies of insurance, and abstracts and other evidence of title, shall be delivered to and held by the Mortgagee without liability, and upon foreclosure of this mortgage, or acquisition of the real estate or any part thereof, in any other manner, shall become the absolute property of the Mortgagee. The loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied to said indebtedness, whether due or not, or to the restoration of the improvements, or all or any part thereof may be released by Mortgagee. In event of foreclosure Mortgagee authorizes and empowers Mortgagee to effect insurance upon the premises in the amounts aforesaid for a period covering the time of redemption from foreclosure sale, and if necessary therefor to cancel any or all existing insurance policies.
5. Mortgagee (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
6. In the event Mortgagor fails to pay any claim, lien or encumbrance or the taxes or assessments above mentioned, or pay the premiums of insurance, or keep said premises in repair, or shall commit or permit the commission of any waste, or shall default in the performance of any of the terms, covenants and agreements of the promissory note secured by this mortgage, or of this mortgage, or if the Mortgagor shall abandon said property, or if the Mortgagee shall be made a party in any suit on account of the existence of this mortgage or involving the title to said real estate, the Mortgagee may pay said claims, liens, encumbrances, taxes, assessments, or premiums, with right of subrogation thereunder, or make repairs, or purchase a tax title, and may procure such abstracts of title or other evidence of title as it deems necessary, or pay court costs, and all sums so paid, with interest at the maximum rate allowable by law, shall become a part of the indebtedness hereby secured, and also the whole of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee without notice or demand, which are hereby expressly waived, and this mortgage may be foreclosed.

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7. Mortgagor hereby assigns to the Mortgagee as additional and collateral security all profits, revenues, royalties, rights and benefits accruing to the Mortgagor under any and all present or future oil and gas leases on said premises with the right to receive and apply them at its option to said indebtedness. This assignment shall terminate and become null and void upon release of this mortgage.

8. If the indebtedness secured hereby is now or hereafter in whole or in part further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No change in the ownership of said premises shall release, reduce or otherwise affect any personal liability or the lien hereby created.

9. Without affecting the liability of any person, including Mortgagor, (other than any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

10. This mortgage may be foreclosed with all legal or equitable rights, permitted under the laws of the State of Nebraska not expressly provided for herein inuring to the benefit of the Mortgagee.

11. When the foregoing covenants and agreements have been performed, this mortgage shall be void and shall be released at the expense of Mortgagor; otherwise to remain in full force and effect.

Additional covenants in rider hereto attached and forming a part hereof.

IN WITNESS WHEREOF, the Mortgagor has hereto executed this instrument this 30th day of October, 1978.

Jolyne A. Harrington
Jolyne Harrington
Eugene Fitzpatrick
Eugene Fitzpatrick

John A. Harrington
John A. Harrington
Douglas E. Harrington
Douglas E. Harrington
Sue Ann Fitzpatrick
Sue Ann Fitzpatrick

STATE OF NEBRASKA,
COUNTY OF HALL } ss.:

On this 30th day of October, A. D. 1978, before me, a Notary Public in and for said County, personally came John A. Harrington, Single; Douglas E. Harrington, & Jolyne Harrington, husband & wife; & Sue Ann Fitzpatrick & Eugene Fitzpatrick, wife & husband personally to me known to be the identical persons, whose names are affixed to the above and foregoing instrument as Mortgagors, and they acknowledged the said instrument and the execution thereof to be their voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal of office on the day and date last above written.



Susan Mary Wolfe
Notary Public

My commission expires 9/17/79

Nebraska Real Estate Mortgage

TO
THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

STATE OF NEBRASKA, } ss.:
County, _____

Filed for Record this _____ day of _____

_____ A. D. 19 _____

at _____ o'clock _____ M., and entered in

Numerial Index, and recorded in Book _____

of Mortgage, on Page _____ of _____

County _____

Register of Deeds.

Loan No. 7 099 934

RIDER attached to and part of MORTGAGE for \$ 575,000.00, dated October 30, 1978.

By John A. Harrington, Single; Douglas E. Harrington and Jolyne Harrington, husband and wife; and Sue Ann Fitzpatrick and Eugene Fitzpatrick, wife and husband, MORTGAGOR,

To THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, MORTGAGEE.

Additional Covenants:

12. In the event Mortgagor, without the prior written consent of Mortgagee, shall mortgage or otherwise encumber the mortgaged premises, or any part thereof or any interest therein, whether voluntarily or involuntarily, the entire balance of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee; provided, however, that Mortgagor may mortgage or encumber the premises, or any part thereof or any interest therein, where such mortgage or encumbrance is granted to an institutional lender as collateral security for crop production and/or farm operation loans made for the benefit of the mortgaged premises.
13. In event of sale or transfer of all or any part of the mortgaged premises, whether by operation of law or otherwise, without the prior written consent of Mortgagee, the entire balance of the indebtedness secured hereby shall, at the option of Mortgagee, become and be immediately due and payable.
14. If Mortgagor or any co-signer or guarantor of the note secured hereby shall file, or there be filed against any such party, a petition in bankruptcy or insolvency or for other similar relief under the bankruptcy laws of the United States or under any other applicable Federal, state or other statute or law, or a receiver, trustee or liquidator shall have been appointed with respect to such party, then in any such event Mortgagee shall have the right, at its option, without giving prior notice to Mortgagor and without liability of any kind upon Mortgagee, to declare the principal of the note hereby secured and then outstanding to be due and payable immediately; and upon such declaration the said principal, so declared due and payable, together with the interest accrued thereon, and together with any other sums secured thereby, shall become and be due and payable immediately, anything in this mortgage or in said note to the contrary notwithstanding.
15. Mortgagor hereby waives any right to require that the real estate mortgaged hereby be sold as separate tracts or units in event of foreclosure hereof, hereby authorizing and empowering Mortgagee in such event to sell the mortgaged premises in one tract or otherwise, at its option, anything in this mortgage to the contrary notwithstanding.
16. The Mortgage Loan secured hereby is to be disbursed in three draws, as follows and upon completion of the requirements set forth for each draw, with interest to be payable on each draw from date of disbursement: First Draw of \$225,000.00 upon execution of this mortgage and the note secured hereby and filing of this mortgage as a first lien of record at loan closing. Second Draw of \$340,000.00 on or about March 1, 1979, upon acquisition by Mortgagor of title satisfactory to Mortgagee of Tracts numbered 1 and 3 of the mortgaged premises, at which time this Mortgage shall become and be a lien for purchase money on said Tracts numbered 1 and 3. Third Draw of \$10,000.00 upon completion of irrigation development on Tract 2 on or about March 1, 1979, free and clear of all mechanic's liens. If requirements for Draws Two and Three are not met within six months from initial disbursement, Prudential to have the right to reduce the commitment to \$225,000.00.
17. Mortgagor covenants and agrees to perform all covenants and comply with all conditions contained in that certain mortgage (Loan No. 7 099 865) to Mortgagee from John Harrington, Single; Douglas E. Harrington and Jolyne Harrington, husband and wife; and Sue Ann Fitzpatrick and Eugene Fitzpatrick, wife and husband, dated June 29, 1978, and filed for record on July 29, 1978, as document No. 78-004090 of the mortgage records in Hall County, Nebraska. Failure so to perform or comply shall constitute a default under the provisions of this mortgage.

Entered as Document No.

78- 007234

Grantor *H.F.*

Grantee *H.F.*

Numerical *1-2-2-1*

STATE OF NEBRASKA) SS.
COUNTY OF HALL

*78 NOV 3 PM 2 27

Smith
REC. OF DEEDS

1075

G. I. ABSTRACT