

Loan No. 7 099 865

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, Made and entered into, in duplicate, this 30th day of October, 1978, by and between John A. Harrington, Single; Douglas E. Harrington and Jolyne Harrington, husband and wife; and Sue Ann Fitzpatrick and Eugene Fitzpatrick, wife and husband, of Hall County, Nebraska, hereinafter called MORTGAGOR, and The Prudential Insurance Company of America, a corporation of the State of New Jersey, having its principal office in the City of Newark, State of New Jersey, hereinafter called PRUDENTIAL, WITNESSETH:

WHEREAS, MORTGAGOR has heretofore made and delivered that certain First Mortgage to PRUDENTIAL on real property therein described in Hall County, Nebraska, to secure repayment of Loan No. 7 099 865 in the principal sum of One Hundred Forty Thousand And No/100 Dollars (\$140,000.00), dated June 29, 1978, and recorded as Document No. 78-004090 of the mortgage loan records in Hall County, Nebraska; and,

WHEREAS, PRUDENTIAL is about to make another Loan No. 7 099 934 to MORTGAGOR, in the principal sum of Five Hundred Seventy-Five Thousand And No/100 Dollars (\$575,000.00) to be secured by another First Mortgage by MORTGAGOR to PRUDENTIAL, dated October 30, 1978, on other real property in Buffalo, Hamilton and Hall Counties, Nebraska, as by reference thereto will appear; and

WHEREAS, By the terms of the said First Mortgage by MORTGAGOR to PRUDENTIAL for Loan No. 7 099 934, dated October 30, 1978, default by MORTGAGOR under the prior First Mortgage for Loan No. 7 099 865, dated June 29, 1978, shall constitute default under the provisions of the said First Mortgage for Loan No. 7 099 934, dated October 30, 1978, and,

WHEREAS, It is the desire of the parties hereto to amend the prior First Mortgage to PRUDENTIAL for Loan No. 7 099 865, dated June 29, 1978, to provide therein a covenant by MORTGAGOR to perform the covenants and comply with the conditions contained in the said First Mortgage to PRUDENTIAL for Loan No. 7 099 934, dated October 30, 1978.

NOW, THEREFORE, in consideration of the premises and the further consideration of One Dollar (\$1.00), each to the other in hand paid, the receipt of which is hereby acknowledged, the parties hereto agree that the said First Mortgage for Loan No. 7 099 865, dated June 29, 1978, shall be and hereby is amended to provide:

(1) That default by MORTGAGOR in payment or performance of the said First Mortgage to PRUDENTIAL for Loan No. 7 099 934, dated October 30, 1978, shall constitute default under the provisions of the said First Mortgage to PRUDENTIAL for Loan No. 7 099 865, dated June 29, 1978.

(2) That all terms, covenants and conditions of the said First Mortgage to PRUDENTIAL for Loan No. 7 099 865, dated June 29, 1978, and of the Promissory Note secured thereby, shall remain in full force and effect, without change, except as provided hereby.

RECORDERS MEMO:

PE-NW-1/4, NE-1/4, NW-1/4, SE-1/4, NE-1/4, SE-1/4, NW-1/4

NE-1/4, PE-NW-1/4, NE-1/4 29-10-12

JGR
Reg. of Deeds

31-12-11

THIS AGREEMENT shall apply to and inure to the benefit of and bind all parties hereto, their respective heirs, legatees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, The Parties hereto have caused their respective signatures to be hereunto affixed on the day and year first above written.

John A. Harrington
John A. Harrington

Douglas E. Harrington
Douglas E. Harrington

Jolyne Harrington
Jolyne Harrington

Sue Ann Fitzpatrick
Sue Ann Fitzpatrick

Eugene Fitzpatrick
Eugene Fitzpatrick

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By Howard C. Sackrider
Its Vice President

Howard C. Sackrider

STATE OF

COUNTY OF

} ss.

On this 27th day of October, 1978, before me, a Notary Public in and for said County, personally came John A. Harrington, Single; Douglas E. Harrington and Jolyne Harrington, husband and wife; and Sue Ann Fitzpatrick and Eugene Fitzpatrick, wife and husband, personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument, 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 at Grand Island, Nebraska, on the day and date last above written.



Susan Mary Wolfe
Notary Public

My commission expires: 9/17/79

STATE OF MINNESOTA

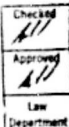
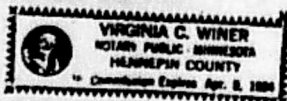
COUNTY OF HENNEPIN

On this 25th day of October, 1979, before me, a Notary Public within and for said County, personally appeared Howard C. Sackrider, to me personally known and known to me to be the person who executed the foregoing instrument, who being by me duly sworn did say that he is a Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation under the laws of the State of New Jersey, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors; and said Howard C. Sackrider acknowledged said instrument to be the free act and deed of said Company.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal in the City of Minneapolis, Minnesota, on the day and date last above written.

Virginia C. Winer
Notary Public

commission expires: _____



Entered as Document No.

78-007237

Grantor *W.F.*

Grantee *W.F.*

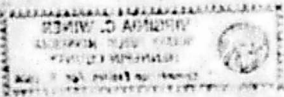
Numerical *X*

1-2-3-4

STATE OF NEBRASKA)
COUNTY OF HALL) SS

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REC. OF DEEDS



D. L. ABSTRACT

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