

78-DU7250

# MORTGAGE

THIS MORTGAGE, made and executed this 1st day of November, A.D. 1978,  
by and between Donald R. Mulinix and Mary M. Mulinix, husband & wife  
412 West 7th  
Grand Island, Nebraska 68801

of the County of Hall and State of Nebraska, hereinafter called the Mortgagor, and  
MORTGAGE PLUS INCORPORATED  
a corporation organized and existing under the laws of The United States of America ;  
hereinafter called the Mortgagee,

WITNESSETH: That Mortgagor, for and in consideration of the sum of Thirty Thousand  
Dollars (\$30,000.00), paid by Mortgagee, the receipt of  
which is hereby acknowledged, has Granted and Sold and by these presents does Grant, Bargain, Sell,  
Assign, Convey and Confirm unto the Mortgagee, its successors and assigns, forever, the following-  
described property, situated in the County of Hall, and State of Nebraska, to wit:

Lot Seven (7) in Block One Hundred Twenty Three (123) in  
Union Pacific Railway Company's Second Addition to the  
City of Grand Island, Hall County, Nebraska.

Known as and numbered 412 W. 7th, Grand Island, Nebraska

of the Sixth Principal Meridian, containing in all City Property  
together with the appurtenances thereto belonging and all fixtures now or hereafter attached thereto or  
used in connection with the premises herein described and in addition thereto the following-described  
household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a  
portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the same unto the Mortgagee, as herein provided. Mortgagor represents to, and covenants with, the Mortgagee, that the Mortgagor has good right to sell and convey said premises; that they are free from encumbrance, except as hereinafter otherwise recited; that the Mortgagor will warrant and defend the same against the lawful claims of all persons whomsoever. Mortgagor hereby relinquishes all rights of homestead, all marital rights, either in law or in equity, and all other contingent interests of the Mortgagor in and to the above-described premises.

PROVIDED ALWAYS, and these presents are executed and delivered upon the following conditions, to wit:

Mortgagor agrees to pay to the Mortgagee, or order, the aforesaid principal sum with interest from date at the rate of Nine and one halp per centum ( 9.%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Mortgage Plus Incorporated in Englewood, Colorado, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of two hundred Fifty two & 30/100ths Dollars (\$ 252.30 ), commencing on the first day of December, 1978, and continuing on the first day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of November 2008; all according to the terms of a certain promissory note of even date herewith executed by the said Mortgagor.

The Mortgagor further agrees:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, Mortgagor will pay to Mortgagee, as trustee, (under the terms of this trust as hereinafter stated) on the first day of each month until said note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, taxes, assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee, as trustee, for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee, as trustee, any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit the Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, levied upon said premises and that he will pay all taxes levied upon this mortgage, or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska against the Mortgagor, or the legal holder of said principal note, on account of this indebtedness, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the Mortgagee. In default thereof the Mortgagee may pay the same.

TO HAVE AND TO HOLD the same unto the Mortgagee, as herein provided. Mortgagor represents to, and covenants with, the Mortgagee, that the Mortgagor has good right to sell and convey said premises; that they are free from encumbrance, except as hereinotherwise recited; that the Mortgagor will warrant and defend the same against the lawful claims of all persons whomsoever. Mortgagor hereby relinquishes all rights of homestead, all marital rights, either in law or in equity, and all other contingent interests of the Mortgagor in and to the above-described premises.

PROVIDED ALWAYS, and these presents are executed and delivered upon the following conditions, to wit:

Mortgagor agrees to pay to the Mortgagee, or order, the aforesaid principal sum with interest from date at the rate of Nine and one half per centum (9.5%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Mortgage Plus Incorporated in Englewood, Colorado, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two hundred Fifty two <sup>100ths</sup> Dollars (\$ 252.30 ), commencing on the first day of December, 1978, and continuing on the first day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of November 2008; all according to the terms of a certain promissory note of even date herewith executed by the said Mortgagor.

The Mortgagor further agrees:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, Mortgagor will pay to Mortgagee, as trustee, (under the terms of this trust as hereinafter stated) on the first day of each month until said note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
- (i) ground rents, taxes, assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee, as trustee, for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee, as trustee, any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit the Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, levied upon said premises and that he will pay all taxes levied upon this mortgage, or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska against the Mortgagee, or the legal holder of said principal note, on account of this indebtedness, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the Mortgagee. In default thereof the Mortgagee may pay the same.

respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The foregoing conditions, all and singular, being performed according to their natural and legal import, this conveyance shall be void and said premises released at the expense of the Mortgagor; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) the day and year first above written.

In presence of:

Donald R. Mulinix [SEAL]  
Donald R. Mulinix

Mary M. Mulinix [SEAL]  
Mary M. Mulinix

STATE OF NEBRASKA,  
COUNTY OF Hall

} ss:

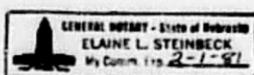
On this 1st day of November, A. D. 19 78, before me,  
a Notary Public in and for said County, personally came  
Donald R. Mulinix and Mary M. Mulinix, husband and wife

identical persons whose names are, personally to me known to be the  
instrument as Mortgagor, and they have 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 affix my Official seal at  
Grand Island, Nebraska on the day and date last above written.

Elaine L. Steinbeck  
Notary Public.

My commission expires  
February 1, 1981



Entered as Document No  
78-007250  
STATE OF NEBRASKA  
Mortgage  
COUNTY OF HALL ) SS  
\*78 NOV 3 PM 4 42

TO  
John Anderson  
REG. OF DEEDS

STATE OF NEBRASKA, County of \_\_\_\_\_ } ss:  
Filed for record this \_\_\_\_\_ day  
of \_\_\_\_\_, A. D. \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and  
entered in Numerical Index, and recorded in  
Book \_\_\_\_\_ of Mortgages, on  
Page \_\_\_\_\_ of  
County \_\_\_\_\_

Register of Deeds, 315528  
Mortgage Plus Incorporating  
1811 West 2nd St.  
Suite 120  
Grand Island, Neb. 68401

*G.I. Abstract*