

78-007252

Real Estate Mortgage

By This Instrument

Lee L. Lamphear and Phyllis M. Lamphear, husband and wife, each in
his and her own right and as spouse of the other,

of the County of Thayer and State of Nebraska,

hereinafter called party of the first part, in consideration of \$41,000.00

Forty-One Thousand and No/100 - - - - - DOLLARS,

in hand paid, do hereby grant, bargain, sell and convey unto the Grand Island Trust
Company of Grand Island, Nebraska, and its successors and assigns, the following real
estate, situated in Hall County, State of Nebraska, to-wit:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$) of Section
Thirty-five (35), Township Eleven (11) North, Range Eleven (11),
West of the 6th P.M., Hall County, Nebraska; including complete
irrigation equipment and facilities, such as wells, pumps, power
units and pipe used in irrigating herein described land, and such
irrigation facilities are a part of said real estate and this
loan is made upon this agreement that the equipment and facilities
are a part of said real estate and part consideration of this loan.

Together with all the appurtenances thereunto belonging, and all covenants in all the
title deeds running with said real estate, and all the rents, issues and profits arising
therefrom after default in performance of any covenant or condition herein contained;
and warrants the title thereto perfect and clear except for this mortgage.

During the time this mortgage is in force the mortgagors agree:

First. To pay all taxes and special assessments levied against said premises, in-
cluding all taxes and assessments levied upon this mortgage, or the debt secured by
this mortgage.

Second. To keep all buildings thereon insured against loss by fire, lightning and
tornado in some company, to be approved by the said Grand Island Trust Company
of Grand Island, Nebraska, in the sum of \$ insurable value, for the benefit of
the said Trust Company, and its successors or assigns; and to deposit said policies with
said Trust Company, and shall not commit or suffer any waste on said premises, and
shall put and keep said real estate, buildings and improvements in good order.

Third. To pay or cause to be paid to the Grand Island Trust Company of Grand Island, Nebraska, its successors or assigns, the sum of \$ 41,000.00

Forty-one Thousand and No/100 - - - - - DOLLARS,

payable as follows:

\$2,050.00 on February 1, 1980;
 \$2,050.00 on February 1, 1981;
 \$2,050.00 on February 1, 1982;
 \$2,050.00 on February 1, 1983;
 \$2,050.00 on February 1, 1984;
 \$2,050.00 on February 1, 1985;
 \$2,050.00 on February 1, 1986;
 \$2,050.00 on February 1, 1987;
 \$2,050.00 on February 1, 1988;
 and the balance of
 \$22,550.00 on February 1, 1989,

with interest thereon payable ~~semi~~ annually, according to the tenor and effect of the one certain first mortgage bond of said mortgagors, bearing even date with these presents. After maturity said bond draws interest at the rate of eleven per cent per annum.

If said taxes and assessments are not paid when due, or if the buildings on said premises are not insured as above provided, or if any of said interest is not paid when due, then said whole debt shall become due immediately, at the option of the said Trust Company, and shall thereafter draw interest at the rate of eleven per cent per annum.

Whether said debt becomes due by lapse of time, or by reason of the failure of the party of the first part to comply with any condition herein, the said Grand Island Trust Company of Grand Island, Nebraska, the successors and assigns, shall have the right to begin the foreclosure of this mortgage at once on the whole debt hereby secured, and to include therein all taxes, assessments, insurance premiums and costs, paid by it or them; or said Trust Company, its successors or assigns, may foreclose only as to the sum past due, without injury to this mortgage, or the displacement or impairment of the lien thereof.

And the said first party and the makers of said note, bond and coupons especially agree and declare that the separate estate of each and every one of them, including both that now owned and that hereafter acquired, is pledged and bound for the payment of the debt hereby secured.

After the commencement of any suit in foreclosure the plaintiff therein shall be entitled to the immediate possession of said premises and the appointment of a receiver therefor, notwithstanding they may be the homestead of the occupant and notwithstanding the parties liable for the debt may be solvent, and the first party hereby consents to the appointment of a Receiver upon the production of this indenture, without other evidence.

The foregoing conditions and agreements, all and singular, being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

Signed this 9th day of October A. D., 1978

In presence of

Lee L. Lamphear
 Lee L. Lamphear

Phyllis M. Lamphear
 Phyllis M. Lamphear

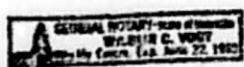
78-007952

STATE OF Nebraska }
County of Thayer } ss.

On this 9th day of October 1978, before me, the undersigned, a Notary Public, in and for said County, personally came Lee L. Lamphear and Phyllis M. Lamphear, husband and wife, each in his and her own right and as spouse of the other, personally to me known to be the identical person s. described in and whose name s. are affixed to the above instrument as mortgagors., and severally acknowledged said instrument to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

William C. Vocht
Notary Public



My commission expires on the 22nd day of June 1980

Real Estate Mortgage

No. _____

TO

Grand Island Trust Company
OF GRAND ISLAND, NEBRASKA

STATE OF _____

County of _____

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 Mortgages, on

Page _____

Register of Deeds

Deputy

When Recorded Return to
Grand Island Trust Company
GRAND ISLAND, NEBRASKA

Entered as Document No.

78-007252

Grantor _____

Grantee _____

Numerical _____

1-2-3-4
STATE OF NEBRASKA) SS
COUNTY OF HALL)

78 NOV 3 PM 4 42

James B. ...
REG. OF DEEDS

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