

78-007327

## Know All Men by These Presents:

That Davis Leasing Corp.  
 of Polk County and State of Iowa in consideration of  
 the sum of Eighty-five thousand and no/100ths DOLLARS,  
 in hand paid by Ankeny National Bank  
 of Polk County and State of Iowa do hereby SELL AND  
 CONVEY unto the said Ankeny National Bank the following  
 described premises situated in the County of Hall and State  
 of Nebraska to-wit:

Lot Two (2) in Stearn's Subdivision, Hall County, Nebraska

And the mortgagor hereby covenants with the said mortgagee that it holds said premises by title in fee simple; that it has good right and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; and it covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

PROVIDED, always, and these presents are upon this express condition, that if the said

Davis Leasing Corp.

its successors and assigns

shall pay or cause to be paid to the said mortgagee, its successors or assigns or executors and administrators  
 or assigns, (as the case may be) the sum of in monthly payments of \$1,171.00 for 120 months  
Eighty-five thousand Dollars, commencing on or before December 5, 1978. 19

Dollars, on the \_\_\_\_\_ day of \_\_\_\_\_, 19

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with interest thereon at eleven per cent according to the tenor and effect of  
 the one promissory note of the said Davis Leasing Corp.

payable to Ankeny National Bank bearing  
 date October 24, 1978 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said mortgagor shall pay all taxes and assessments levied upon said real estate before the  
 same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments  
 and be entitled to interest on the same at the rate of 11 per cent per annum, and this mortgage shall stand as  
 security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said mortgagor shall keep the buildings thereon insured  
 in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use  
 and security of said mortgage in the sum of not less than \$ 75,000.00, and shall deliver the policies  
 and renewal receipts therefor to said mortgagee, and if the said mortgagor fails to effect such insurance in manner  
 as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee  
 shall be recovered from the mortgagor with 11 per cent per annum interest thereon, and shall be a lien upon  
 the foregoing premises, under and by virtue of this mortgage.

That if the said mortgagor allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if it fails to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 45 days thereafter; and the holder of this mortgage may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said mortgagor in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgage herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case, and costs of abstract.

Signed this 24th day of October

1978  
Davis Leasing Corp.

President

Treasurer

Entered as Document No. 78-007327

Grantor  
Grantee  
Numerical  
L. 2. 1. 4

78 NOV 7 PM 3 35

State Of Nebraska  
County Of Hall

Register Of Deeds  
JEAN FISHER

*Jan Fisher*

*Jan Fisher*  
10/27/78

STATE OF IOWA, Polk COUNTY, SK

On this 24th day of October A. D. 1978, before me appeared

Roger L. Davis and Fred J. Lucia to me personally known

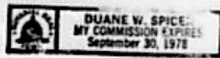
who being by me duly sworn did say that they were respectively the President

and Treasurer of Davis Leasing Corp.

and that the seal affixed to said instrument is the corporate seal of said corporation (and that said corporation has no corporate seal), and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said President and Treasurer acknowledged the said instrument to be the voluntary act and deed of said corporation.

*Duane W. Spice*

Notary Public in and for Polk County, Iowa



MORTGAGE CORPORATION

TO

Filed for record the \_\_\_\_\_ day  
of \_\_\_\_\_ A. D. 19 \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in Book \_\_\_\_\_ on Page \_\_\_\_\_ of  
County Records.

Recorder,  
County, Iowa

ANNEX NATIONAL  
PROPERTY RECORDS

GOLD BORDER FORM 1055