



# REAL ESTATE MORTGAGE

78- 007401

KNOW ALL MEN BY THESE PRESENTS

THAT Randal Lee Kenny and Barbara Lu Kenny, husband and wife, jointly and each in their own right, hereinafter called Mortgagors, in consideration of the sum of TWO THOUSAND ONE HUNDRED FORTY-EIGHT AND 84/100

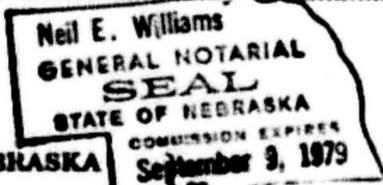
(\$ 2,148.84 ) DOLLARS, the receipt of which is hereby acknowledged, do hereby MORTGAGE and CONVEY an absolute title, including all the rights of homestead and inheritance, unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, NEBRASKA, hereinafter called Mortgagee, its successors and assigns, the following described real estate, situated in Hall County, State of NEBRASKA, to-wit:

Lot 11 Block A Parkview Subdivision located on the NW $\frac{1}{4}$  of Section 28, and the NE $\frac{1}{4}$  of Section 29, both in Township 11 North Range 9, West of the 6th P.M., Hall County, Nebraska

TO HAVE AND TO HOLD the real estate above described, with all appurtenances thereunto belonging unto the said Mortgagee, forever, provided always, and this mortgage is upon the express condition that if the aforesaid Mortgagors, their heirs, executors, administrators or assigns shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the principal sum hereinabove set forth, all according to the tenor and effect of a certain installment note of said Mortgagors bearing even date with this mortgage, and shall pay taxes and assessments levied upon said real estate, and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same or any installment thereof becomes delinquent, then this mortgage to be void, otherwise to remain in full force.

IT IS FURTHER AGREED (1) That if the said Mortgagor shall fail to pay such taxes, the Mortgagee may pay the same and the sum so advanced with interest shall be paid by said Mortgagors, and this mortgage shall stand as security for the same. (2) That Mortgagors covenant with the Mortgagee that they are lawfully seized of said real estate and covenant to warrant and defend the said real estate against the lawful claims of all persons whomsoever. (3) That in case of a foreclosure of this mortgage, the plaintiff in such proceedings shall be entitled to take possession of the premises, protect the same and collect the rents, issues and profits thereof. (4) That a failure to pay any of said money or any installment thereof when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the Mortgagee.

Signed this 8 day of November, 1978



Randal Lee Kenny  
Barbara Lu Kenny

STATE OF NEBRASKA  
Hall County

On this 8 day of November, 1978, before me, the undersigned, a Notary Public, in and for

said County, personally came Randal Lee Kenny and Barbara Lu Kenny, husband and wife, personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, as mortgagors, and each acknowledged said instrument to be his or her voluntary act and deed.

Witness my hand and notarial seal at Grand Island, Nebraska the date last above written.

Neil E. Williams  
Notary Public

My commission expires 9-9-79

