

REAL ESTATE MORTGAGE

MORTGAGEE: _____

AVCO FINANCIAL SERVICES INC. _____

78-007424

1212 WEST 2ND _____

GRAND ISLAND, NE 68801 _____

MORTGAGOR(S):

ACCOUNT NUMBER
70408085

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
NELSON	CHARLES	F	JANICE M

NEBRASKA

WITNESSETH, that Mortgagor(s) does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of HALL, State of Nebraska, to wit:

LOT ONE (1), BLOCK THIRTYTHREE (13), P.O. CLARK'S ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA.

together with all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Nebraska which may be enacted, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note / Loan Agreement (hereinafter referred to as "promissory note") dated OCTOBER 9, 1978, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 2999.76, and having the date of its final payment due on OCTOBER 16, 1982, or as extended, deferred or rescheduled by renewal or refinance; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$3,000.00 within 10 years from the date of this Mortgage; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay instalments on said Promissory Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) By accepting payment of any sum accrued hereby after its due date, mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(6) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(7) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.

(11) It is further provided and agreed that the Mortgagor shall pay all taxes levied upon this Mortgage, or the debts secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska against said Mortgagee on account of this indebtedness, to the extent permitted by law.

(12) In the event of default in the performance of any of the terms and conditions of this Mortgage or the note secured by it, the Mortgagee shall be entitled to immediate possession of the property above described.

IN WITNESS WHEREOF the Mortgagors have hereunto set hand and seal this date 10-9-78

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness
Donald J. Moore Sr.
Witness

Charles R. Nelson (SEAL)
Mortgagor - Borrower
Jamice M. Nelson (SEAL)
Mortgagor - Borrower

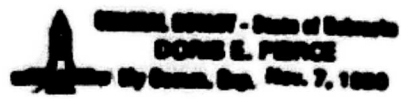
ACKNOWLEDGEMENT

STATE OF NEBRASKA Hall County
COUNTY OF Hall

This 10 day of November, 1978, personally appeared before me Charles R. Nelson

and Jamice M. Nelson, his _____, to me known to be the identical persons named in and who executed the foregoing mortgage, and severally acknowledged the execution thereof to be (his) (her) (their) free and voluntary act and deed.

(SEAL)



Dore E. Pierce
Notary Public

Doris E. Pierce
Print Name

My commission expires 11-7-80

Jean Field
JEAN FIELD

State Of Nebraska
County Of Hall
Register Of Deeds

78 NOV 18 AM 10 37
Entered as Document No. 78-007424
From
Grant To 78
Grantee 8
Numerical 3
1 2 3 4

MORTGAGE

Filed for record the _____ day of _____ A.D. 19____
at _____ minutes past _____ o'clock
of _____ M., and recorded in book of county Records, _____ of Mortgages, page _____
County Recorder
By _____ Deputy
WHEN RECORDED RETURN TO
ADCO
1310 7 and 1/2

735