

MORTGAGEE

MORTGAGE

Commercial Savings Co., 1616 So. Locust, Grand Island, Ne 68801

78-007458

NO 601278	DUR	PRICE ACCT NO	LOAN DATE 11-06-78
MORTGAGORS: Thomas Schoensten 1322 So. Sylvan Grand Island, Ne 68801		Ellen I.	FINANCE CHARGE 15,897.58
ANNUAL PERCENTAGE RATE 12.00		PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$ 234.26 AND 143 OF \$ 234.26 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE	TOTAL OF PAYMENTS \$ 33733.44
DATE OF MATURITY AND FINAL PAYMENT DUE 11-10-90		FIRST PAYMENT DUE 12-10-78	AMOUNT FINANCED \$17835.86
<input checked="" type="checkbox"/> OPEN END INDIVIDUAL		<input type="checkbox"/> OPEN END CORPORATE	

THIS MORTGAGE, made this 06th day of November, 1978 between Thomas Schoenstein and Ellen I., Schoenstein, husband and wife of each other, and each in his and her own right hereinafter referred to as Mortgagors, and Mortgagee. and Commercial Savings Co.,

WITNESSETH: That the undersigned Mortgagors in consideration of the proceeds of the above described loan, do hereby grant, bargain, sell and convey unto Mortgagee, the following described real estate, to wit:

The Southerly Sixty-Two feet (62') of Block Five (5) of Pleasant Home Subdivision, of part of the East Half of the Southeast Quarter (E½SE¼) of Section Twenty-One (21) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M.

78-007458

together with all tenements, hereditaments and appurtenances belonging thereto

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereunto belonging including all rents, issues and profits thereof unto Mortgagee, forever. And Mortgagor hereby covenants that Mortgagor is well and truly seized of a good title to the premises above conveyed in the law, in fee simple, and has good right and lawful authority to convey the same, and that the title so conveyed is clear, free and unincumbered except as otherwise noted and that Mortgagor will forever warrant and defend the same to Mortgagee against all claims whatsoever.

This Mortgage is given by Mortgagors to secure the performance of each agreement contained herein, and to secure the payment of a loan in the amount of the Total of Payments shown above, which loan being evidenced by a promissory note bearing even date herewith and which is further described above.

PROVIDED ALWAYS, and these presents are upon the expressed condition, that if the Mortgagors shall pay in full to the Mortgagee a promissory note bearing even date herewith in the amount set forth above, payable in installments according to the terms thereof together with interest as set forth therein, and shall pay all taxes and assessments levied upon said real estate before the same becomes delinquent, and keep the buildings on said premises insured for a sum equal to the indebtedness secured hereby, loss, if any, payable to the said Mortgagee, then these presents to be null and void, otherwise to be and remain in full force.

THIS MORTGAGE IS ALSO TO BE, AND CONTINUE TO BE, FROM TIME TO TIME, SECURITY FOR THE PAYMENT OF SUCH SUM OR SUMS OF MONEY AS THE MORTGAGEE MAY FROM TIME TO TIME IN THE FUTURE ADVANCE TO THE MORTGAGOR, AND EVIDENCED BY A SUPPLEMENTAL NOTE OR NOTES, BUT NOT TO EXCEED THE TOTAL OF \$ 35,000.00 EXCEPT FOR ANY ADVANCES THAT MAY BE MADE TO PROTECT THE SECURITY IN ACCORDANCE WITH THE TERMS OF THIS MORTGAGE.

Additional Terms and Conditions on the reverse of this agreement are made a part hereof and incorporated herein

IN WITNESS WHEREOF, the said Mortgagors have executed these presents the day and year first above written.

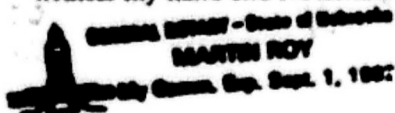
Thomas Schoenstein
Mortgagor
Ellen I. Schoenstein
Mortgagor

STATE OF NEBRASKA)
) SS
COUNTY OF Hall)

On this 6 day of November, 19 78, before me, the undersigned a Notary Public, duly commissioned and qualified for and in said state and county, personally came Thomas Schoenstein and Ellen I. Schoenstein

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Martin Roy
NOTARY PUBLIC

My commission expires the 1 day of September, 19 82.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

THE MORTGAGOR FURTHER COVENANTS AND AGREES:

That the Mortgagor will pay the indebtedness as hereinbefore provided.

That the Mortgagor is the owner of said property in fee simple and has good right and lawful authority to sell and convey the same and that the same is free and clear of any lien or encumbrance, and that Mortgagor will warrant and defend the title to said premises against the claims of all persons whomsoever.

To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges, and other taxes and charges against said property, and all taxes levied on the debt secured hereby, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. The Mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, as they become due, all taxes, assessments and similar charges upon the premises subject thereto, any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under this paragraph shall be deemed a default in payment of taxes, assessments, or similar charges required hereunder.

The Mortgagor agrees that there shall also be added to each monthly payment of principal and interest required hereunder an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, as it becomes due, the insurance premium on any insurance policy delivered to the Mortgagee. Any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under this paragraph shall be deemed a default in the payment of insurance premiums. If the policy or policies deposited are such as home owners or all risk policies, and the deposits are insufficient to pay the entire premium, the Mortgagee may apply the deposit to pay premiums on risks required to be insured by this mortgage.

Payments made by the Mortgagor under the above paragraphs may, at the option of the Mortgagee, be held by it and commingled with other such funds or its own funds for the payment of such items, and until so applied, such payments are hereby pledged as security for the unpaid balance of the mortgage indebtedness.

To procure, deliver to, and maintain for the benefit of the Mortgagee during the life of this mortgage original policies and renewals thereof, delivered at least ten days before the expiration of any such policies, insuring against fire and other insurable hazards, casualties, and contingencies as the Mortgagee may require, in an amount equal to the indebtedness secured by this Mortgage, and in companies acceptable to the Mortgagee, with loss payable clause in favor of and in form acceptable to the Mortgagee. In the event any policy is not renewed on or before ten days of its expiration, the Mortgagee may procure insurance on the improvements, pay the premium therefor, and such sum shall become immediately due and payable with interest at the rate set forth in said note until paid and shall be secured by this mortgage. Failure on the part of the Mortgagor to furnish such renewals as are herein required or failure to pay any sums advanced hereunder shall, at the option of the Mortgagee, constitute a default under the terms of this mortgage. The delivery of such policies shall, in the event of default, constitute an assignment of the unearned premium.

Any sums received by the Mortgagee by reason of loss or damage insured against may be retained by the Mortgagee and applied toward the payment of the debt hereby secured, or, at the option of the Mortgagee, such sums either wholly or in part may be paid over to the Mortgagor to be used to repair such buildings or to build new buildings in their place or for any other purpose or object satisfactory to the Mortgagee without affecting the lien on the mortgage for the full amount secured hereby before such payment ever took place.

To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, to keep said premises in good condition and repair and free from any mechanic's lien or other lien or claim of lien not expressly subordinated to the lien hereof, not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to permit waste on said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable, nor to diminish or impair its value by any act or omission to act, to comply with all requirements of law with respect to the mortgaged premises and the use thereof.

That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or under the right of eminent domain, or in any other manner, the Mortgagee shall be entitled to all compensations, awards, and any other payment or relief therefor, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds are hereby assigned to the Mortgagee, who may, after deducting therefrom all its expenses, release any moneys so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as the Mortgagee may require.

That in case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien thereof, that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the rate provided in said note shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrances, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any such purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

In the event of the default by Mortgagor in the payment of any installment, as required by the Note secured hereby, or in the performance of the obligation in this mortgage or in the note secured thereby, the Mortgagee shall be entitled to declare the debt secured hereby due and payable without notice, and the Mortgagee shall be entitled at its option, without notice, either by itself or by a receiver to be appointed by the court thereof, and without regard to the adequacy of any security for the indebtedness secured hereby, to enter upon and take possession of the mortgaged premises, and to collect and receive the rents, issues and profits thereof, and apply the same, less costs of operation and collection, upon the indebtedness secured by this mortgage, said rents, issues and profits being hereby assigned to the Mortgagee as further security for the payment of all indebtedness secured hereby.

The Mortgagee shall have the power to appoint any agent or agents it may desire for the purpose of repairing said premises, renting the same; collecting the rents, revenues and income, and it may pay out of said income all expenses incurred in renting and managing the same and of collecting the rentals therefrom. The balance remaining, if any, shall be applied toward the discharge of the mortgage indebtedness. This assignment is to terminate and become null and void upon release of this mortgage.

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Grantor J
Grantee C
Numerical 5
1 2 3

NOV 14 AM 10 57

State Of Nebraska
County Of Hall

Register Of Deeds

JEAN FISHER

Jean Fisher

RECEIVED - DEEDS
FOR RETURN

*Commissioner of Deeds
Nov 14 1978*