

78-007599

KNOW ALL MEN BY THESE PRESENTS: That Jerry L. Benker and Jeanne M. Benker

of Grand Island, Hall County, and State of Nebraska, in consideration of the sum of ***Thirteen thousand nine hundred and no/100***** DOLLARS in hand paid, do hereby SELL and CONVEY unto Harold Green, Jr., and Delores A. Green

of Grand Island, Hall County, State of Nebraska the following described premises situated in Hall County, and State of Nebraska, to-wit:

Lot Forty-one (41) in Ravenwood Subdivision, located in the South Half(S½) of the Southeast Quarter (SE¼) of Section Thirteen (13) in Township Eleven (11) North of Range Nine (9) West of the Sixth (6) P.M., Hall County Nebraska, according to the Recorded Plat thereof.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower. TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said mortgagee(s) and to his, her or their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor(s), his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee(s), his, her or their heirs, executors, administrators or assigns, the principal sum of \$ 13,900.00 payable as follows, to wit:

May 1, 1979

with interest according to the tenor and effect of the mortgagors written promissory note bearing even date with these presents and shall pay all 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 becomes delinquent, and keep the buildings on said premises insured for the sum of \$, loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at 10½ per cent, shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) That a failure to pay any of said money, either principal or interest, 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 23 day of September, 19 78

In presence of Ernestine L. Lyons

Jerry L. Benker
Jeanne M. Benker

STATE OF Nebraska, County of Hall: Before me, a notary public qualified for said county, personally came Jerry L. Benker And Jeanne M. Benker known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed. WITNESSE MY HAND AND SEAL on 23 September, 1978 My Commission expires: 2 June, 1979 Ernestine L. Lyons Notary Public.

STATE OF County day of 19 at o'clock and minutes M., and recorded in Book of at page Entered on numerical index and filed for record in the Register of Deeds Office of said County the Reg. of Deeds By Deputy

Entered as Document No.

78- 007599

Grantor 8
Grantee 9
Numerical 34
1 2 3 4

*78 NOV 20 AM 10 49
State Of Nebraska
County Of Hall

Register Of Deeds
JEAN FISHER

Jean Fisher

*Harold Mann, Jr.
P.O. Box 1966*

205