

MORTGAGE

The undersigned Donald E. Shinabery and Lana J. Shinabery, husband and wife,
 each in his and her own right and each as the spouse of the other
 of Grand Island, County of Hall, State of Nebraska,
 hereinafter referred to as the Mortgagor, do hereby sell, mortgage and convey to FIRST NA-
 TIONAL BANK & TRUST COMPANY OF LINCOLN, Lincoln, Nebraska, hereinafter referred to
 as the Mortgagee, the following described property, situated in the County of Hall
 State of Nebraska, to wit:

Lot Three (3), Warren Subdivision, Grand Island,
 Hall County, Nebraska.

together with all buildings, improvements, fixtures or appurtenances and all easements.

And it is further mutually covenanted and agreed by and between the parties hereto, that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, window screens, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all of said property unto said Mortgagee, forever, and for the uses herein set forth, to secure the performance of the obligations contained herein, and the payment of the principal and interest of the note executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of Eighty-five Thousand and NO/100- - - Dollars, payable as provided therein, with final payment of principal and interest on the 1st day of February, 1979.

The Mortgagor covenants and agrees:

(1) That the Mortgagor will pay the indebtedness as hereinbefore provided.

(2) 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.

(3) 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.

(4) 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 10 days before the expiration of any such policies, insuring against fire and other insurable hazards, casualties, and contingencies as the Mortgagee may require, in amounts and in companies acceptable to the Mortgagee, with loss payable to the Mortgagee. The coverage under such policies shall be limited to the improvements now or hereafter erected on the above described premises. In the event any policy is not renewed on or before 10 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 of --eleven-- per cent 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.

(5) 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 or other lien or claim of lien not expressly subordinate 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.

(6) That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or under 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 monies 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.

(7) 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 hereof; 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.

(7a) The mortgagors further agree that they will not make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the mortgagee. Any such transfer, if the mortgagee shall not so consent, shall constitute a default under the terms of this instrument and the mortgagors shall pay to the mortgagee, in addition to the whole indebtedness secured (as herein provided in event of default), a prepayment fee of a sum equal to six month's interest on the then unpaid principal amount of the loan.

(8) 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.

(9) It is further agreed that in case any suit is begun to foreclose this mortgage, the Mortgagee, its representatives or assigns, shall at once be entitled to the possession of said premises, and upon application therefor, the Court in which such action shall be brought or any Judge of such Court, either in term time or vacation, is hereby authorized to appoint a receiver to take possession of said premises, or to collect the rents therefrom, and to do and perform such other acts as may be required by the order of the Court making the appointment and said Mortgagor hereby waives any notice of such application, and consents to the appointment of a receiver upon the production of this mortgage, without other evidence.

(10) The Mortgagee shall be subrogated to all of the rights, privileges, priorities, and equities of any lienholder whose lien may have been discharged from the proceeds of this loan, or by any funds hereafter paid or furnished by the Mortgagee.

In this instrument the singular includes the plural and the masculine includes the feminine and the neuter and this instrument shall be binding upon the undersigned, and his heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 6th day of October, 19 78.

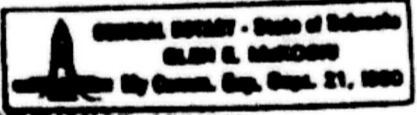
Donald E. Shinabery
Donald E. Shinabery
Lana J. Shinabery
Lana J. Shinabery

STATE OF NEBRASKA
COUNTY OF Hall

ss.

On this day of October, 19 78, before me the undersigned, a Notary Public in and for said County, personally came Donald E. Shinabery and Lana J. Shinabery, husband and wife, personally known to me to be the identical persons whose names are affixed to the above instrument as Mortgagor, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Alan E. McKee
Notary Public

My commission expires 9-21-80

(TO BE USED IF MORTGAGOR IS A CORPORATION)

STATE OF NEBRASKA
COUNTY OF

ss.

On this day of, 19, before me, the undersigned, a Notary Public in and for said County, personally came to me personally known to be the President of the corporation above named and the identical person whose name is affixed to the above mortgage, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

Notary Public

My commission expires

by the mortgagor to the Mortgagee in the sum of FIFTY-FIVE THOUSAND AND NO/100 - - - Dollars, payable as provided therein, with final payment of principal and interest on the 1st day of February, 19 79.

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REAL ESTATE MORTGAGE

TO

**FIRST NATIONAL BANK
& TRUST COMPANY OF LINCOLN**

Lincoln, Nebraska

STATE OF NEBRASKA

County of _____ } ss.

Entered on numerical index and filed for
Record in the Register of Deeds' office of
said County, the _____ day of

at _____ 19____,

minutes _____ M., and recorded in Book
_____ of Mortgages, on Page _____

Register of Deeds.

Deputy.

When Recorded Return to
**FIRST NATIONAL BANK
& TRUST COMPANY**
Lincoln, Nebraska 68501

FNB 259

Entered as Document No.
78- 007678

Grantor *[Signature]*
Grantee *[Signature]*
Numerical 22
1_2_3_4_

78 NOV 22 PM 2 16

State Of Nebraska
County Of Hall

Register In Lieu
JEAN FISHER

[Signature]

*Don Kaehn
Notary
Nov 14/22*

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