REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That PETERS BROTHERS, INC., A Corporation, organized under the laws of the State of Nebraska, with principal offices located at 1312 Main Street, Wood River, Nebraska, and doing business within the State of Nebraska pursuant to the authority thereunder, in consideration of the sum of TEN-THOUSAND AND NO/100 DOLLARS (\$10,000.00), in hand paid, does hereby sell and convey unto the BANK OF WOOD RIVER of Wood River, Hall County, Nebraska, the following described premises situated in Wall County, State of Nebraska, to-wit:

Lots Seven (7) and Eight (8), in Block Five (5), in Dodd and Marshall's Addition to the Town of Wood River, Hall County, Nebraska, and

Lot Ten (10), and the West Fourteen (14) Inches of Lot Eleven (11), in Block Twenty-One (21), Original Town of Wood River, Hall County, Nebraska,

the intention being to convey hereby an absolute title in fee simple, including all rights of homestead.

all appurtenances thereunto belonging, unto the said mortgagee, its heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor, its successors or assigns shall pay or cause to be paid to the said mortgagee, its heirs, executors, administrators or assigns, the principal sum of TEN-THOUSAND AND NO/100 DOLLARS (\$10,000.00), with interest according to the tenor and effect of the Mortgagor's written Promissory Note being 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 at least ELEVEN-THOUSAND AND NO/100 DOLLARS (\$11,000.00)

with a Loss Payable Clause 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 mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at nine and one-half per cent (9%) 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.
- (3) Mortgagor is granted prepayment privileges without penalty from and after the first full year in which the loan in the amount TEN-THOUSAND AND NO/100 DOLLARS (\$10,000.00) has been in effect, and after the first year's payment of principal and interest.

IN WITNESS WHEREOF, we have set our hands and seals this 35 day of Cetter , 1978. PETERS BROTHERS, INC., IN THE PRESENCE OF: A Corporation BY: RODNEY PETERS, Secretary STATE OF NEBRASKA COUNTY OF HALL BEFORE ME, a Notary Public, qualified for said County personally came RODNEY PETERS, Secretary of PETERS BROTHERS, INC ... A Corporation, known to me to be the identical person who signed the foregoing Real Estate Mortgage and acknowledged the execution thereof to be his voluntary act and deed. WITNESS my hand and seal this 35 day NOTARY PUBLIC My Commission Expires: GENERAL NOTARY - State of Neb

WILBUR J. McCUMBER Wy Comm. Esp. Sept. 8, 1979

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State Of Nebraska
County Of Hall
Register Of Deecs
JEAN FISHER

SOTARY PUBLIC

My Commission Pyndress

MARINE STANDARD STANDARD Part of the state of the state

G. L. ABSTRACT