

78- 007741

KNOW ALL MEN BY THESE PRESENTS:

THAT I or WE, Trinidad J. Aguilar and Bonnie J. AGuilar, Husband and Wife

of HALL County and State of NEBRASKA, in consideration of the sum of

Five Thousand, Five Hundred and No/100 (\$5,500.00) ----- DOLLARS

in hand paid, do hereby SELL and CONVEY unto MID-AMERICA CO.

of HALL County, and State of NEBRASKA, (mortgagee),
situated in HALL County, and State of NEBRASKA. the following described premises to-wit:

LOT FIVE (5), IN BLOCK FOUR (4), OLDE MILL SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

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 or mortgagees 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 or mortgagors, his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee or mortgagees and to his, her or their heirs, executors, administrators or assigns, the sum of (\$5,500.00) Five Thousand, Five Hundred and No/100 ----- Dollars, payable as follows, to-wit:

Due at time of closing of house sale or on November 20, 1979

with interest thereon at 10 per cent per annum, payable annually, according to the tenor and effect of the promissory note with interest coupons attached of said Mortgagors, bearing even date with these presents, and shall pay all taxes and any interest on, or maturing installments of principal, due on any prior mortgage 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 \$, loss, if any, payable to such first mortgagees or this mortgagee, or both, then these presents 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 and such interest on, or maturing installments of principal, due on any prior mortgage and procure such insurance, then this mortgagee may pay such taxes and such interest on, or maturing installments of principal, due on such prior mortgage and procure such insurance; and the sum so advanced with interest at nine per cent shall be paid 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 on this or any prior mortgage, 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 collectable at once at the option of the mortgagee.

IT IS FURTHER AGREED That said mortgagee, pending foreclosure of this mortgage and after decree and pending stay thereon or appeal therefrom and pending sale of premises mortgaged, may pay such taxes and maturing interest or maturing installments of principal, on prior mortgages, procure such insurance and such sums shall be added to the amount due on decree and upon confirmation of sale by the court ordered taken out of proceeds of sale; or if redeemed during stay, appeal or sale, such amounts shall be collected the same as though it were a part of such decree.

Signed this 20th day of November, 1978

In Presence of

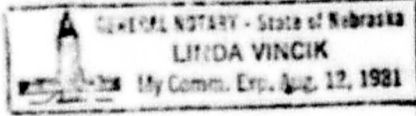
Trinidad J. Aguilar
Bonnie J. Aguilar

STATE OF Nebraska }
Hall County } ss.

On this 20th day of November, 1978, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Timothy J. Pychala and Connie J. Pychala

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.



Linda Vincik Notary Public
My Commission expires the 12 day of August, 1981

STATE OF _____ }
_____ County } ss.

On this _____ day of _____, 19____, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came _____

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.

Notary Public

My Commission expires the _____ day of _____, 19____

Entered as Document No.
78-007741

Grantor AC
Grantee MC
Numerical 23
1-2-3-4

NOV 27 PM 3 23

State of Nebraska
County of Hall
Register of Deeds
JEAN FISHER

Jean Fisher

SECOND REAL ESTATE MORTGAGE

FROM

TO

STATE OF _____ }
_____ County } ss.

Entered in Numerical Index and filed for record in the office of Register of Deeds of said county, the _____ day of _____, 19____, at _____ o'clock and _____ minutes _____ M., and duly recorded in Book _____ of _____ Mortgages

page _____

County Clerk

Deputy

25
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Just Printing Co

Box 1566