

KNOW ALL MEN BY THESE PRESENTS: That ELLIOTT ALL-WEATHER SURFACES, INC.

of Hall County, and State of Nebraska, in consideration of the sum of TWENTY-THOUSAND & NO/100 DOLLARS & as asked for, future advances that may be made from time to time by the First National Bank of Grand Island, Nebraska, in hand paid, do hereby SELL and CONVEY unto

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

Lot Six (6) in Schuele Subdivision in Hall County, Nebraska, comprising a part of the Northeast Quarter (NE 1/4) of Section Twenty-Six (26), Township Eleven (11) North, Range Ten (10), West of the Sixth P.M., in 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(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 \$ 20,000.00 payable as follows, to wit:

Principal amount of \$20,000.00, as evidenced by a promissory note made this date. This mortgage is also given as asked to mortgagee for all indebtedness that may in the future be incurred by mortgagor to mortgagee, and such future indebtedness shall bear interest from date of accrual at the rate as provided in the note executed on that date and secured by this mortgage, and shall be payable to mortgagee at the same place designated in the note. All such future indebtedness shall be deemed a part of the indebtedness secured by this mortgage, and shall be recoverable as such.

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 \$ 20,000.00 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 +2% 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 25th day of April, 1983

In presence of

ELLIOTT ALL-WEATHER SURFACES, INC.

Handwritten signature of Frank G. Elliott

Frank G. Elliott, President

STATE OF Nebraska, County of Hall

The foregoing instrument was acknowledged before me April 25, 1983

by Frank G. Elliott, President of Elliott All-Weather Surfaces, Inc.

GENERAL NOTARY - State of Nebraska TOMMY R. COLLINS My Comm. Exp. Apr. 17, 1986

Handwritten signature of Tommy R. Collins

Signature of Person Taking Acknowledgment

Handwritten signature of General Notary

Title

STATE OF Nebraska County Hall

Entered on numerical index and filed for record in the Register of Deeds Office of said County the

day of 19, at o'clock and minutes M., and recorded in Book at page

Reg. of Deeds

By Deputy

