

MORTGAGE

THIS INDENTURE, made and executed this 8 day of March, 1983, by and between Roy Lowry Freeman and Bobbie Jane Freeman, parties of the first part, and Jean Peters, party of the second part,

WITNESSETH,

That the said parties of the first part, for and in consideration of Ten Dollars (\$10.00) paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part, the following described real property, situated in the County of Hall, State of Nebraska, to-wit:

A certain part of the North Ten (10) acres of the West Half ( $W\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Ten (10), in Township Eleven (11), North Range Nine (9), West of the Sixth (6th) Principal Meridan, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10), which point is 132.0 feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10); running thence South Parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10), 331.0 feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10), 132.0 feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10), 331.0 feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ) of said Section Ten (10), 132.0 feet to the actual point of beginning.

together with all the tenements, hereditament and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claims and demands whatsoever of the said parties of the first part of, in or to said premises or any part thereof; and said parties of the first part do hereby covenant that said parties of the first part are lawfully seized of said premises; that said premises are free from incumbrance and that said parties of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

Provided always, and these presents are upon these conditions: Whereas, said parties of the first part have executed and delivered to the said party of the second part their promissory note and whereas, the parties of the first part have agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by the said party of the second part, for the sum of not less than Twenty Five Thousand (\$25,000.00) Dollars, and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said

premises before the same, by law, become delinquent, and has agreed that if said parties of the first part do not provide such insurance, or fail to pay all taxes as aforesaid, then said party of the second part, or holder thereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of nine percent (9%) per annum from date of payment and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said parties of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said parties of the first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

And it is further provided and agreed that the said mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska, against the said mortgagee or the legal holder of the said principal note on account of this indebtedness.

IN TESTIMONY WHEREOF, the said Roy Lowry Freeman and Bobbie Jane Freeman have set their hands and seals the date first above written.

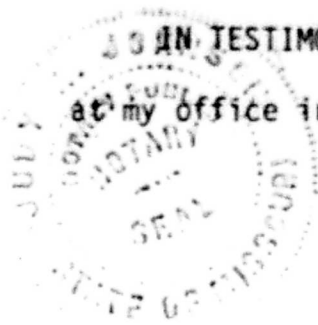
*Roy Lowry Freeman*  
 Roy Lowry Freeman  
*Bobbie Jane Freeman*  
 Bobbie Jane Freeman

STATE OF MISSOURI )  
 COUNTY OF GREENE ) ss.

On the 24 day of March, 1983 before me personally appeared Roy Lowry Freeman and Bobbie Jane Freeman to me known to be the persons described in and who executed

the foregoing MORTGAGE, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.



*Judy A. Johnson*  
Notary Public

My Commission Expires:

**JUDY A. JOHNSON Notary Public**  
**Greene County State of Missouri**  
**My Commission Expires Aug. 18, 1985**

83-002033

PROMISSORY NOTE

\$20,000.00

March 8, 1983

IN CONSIDERATION of a loan in the above amount, Roy Lowry Freeman and Bobbie Jane Freeman, Husband and Wife, agree to pay to the order of "Jean Peters", a single person, the sum of Twenty Thousand Dollars (\$20,000.00) at a place to be designated by the said Jean Peters by written notification to Roy Lowry Freeman and Bobbie Jane Freeman, under the terms and conditions set forth hereafter.

Payment under this note shall be as follows: Payment shall be due in cash within fifteen (15) days following the closing of the sale of the real estate described in the Mortgage which has been executed concerning certain real estate in Hall County, Nebraska, which Mortgage is executed on this date.

In the event that the sale of said real estate shall not have occurred within two (2) years from this date, then this note shall immediately become due and payable.

This note may be prepaid in full or in part at any time without prepayment penalty.

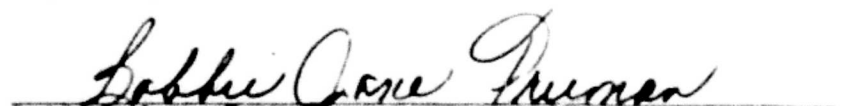
In this note, the words "closing of the sale" shall include in the case of an installment land contract the date of the execution of the contract and in the case of an outright sale, the date of the delivery of the deed.

The promisors do hereby waive presentment of payment, notice of payment, protest and notice of protest, and do hereby agree to all extensions and renewals of this note without notice.

In the event that this note shall be placed in the hands of an attorney for collection, then the promisors do hereby agree to pay all reasonable attorney's fees, court costs, or other necessary collection costs in addition to any amounts due for principal and interest.

The promisors have hereunder set their hands on the day and year first above written.

  
Roy Lowry Freeman

  
Bobbie Jane Freeman

10000

Entered as Document No.  
83-002033

1832

Grantor \_\_\_\_\_  
Grantee \_\_\_\_\_  
Numbered 1 2 3 4

STATE OF NEBRASKA)  
COUNTY OF HALL ) SS

'83 APR 27 AM 10 07

*Samuelson*  
REG. OF DEEDS

*Joseph B. Bortwell  
1940 S. Main St. Suite  
Springfield Mo 65804*