

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That Robert L. Siemers and Betty J. Siemers, Husband and Wife, as Mortgagors, in consideration of ONE MILLION ONE HUNDRED NINE THOUSAND NINE HUNDRED TWENTY-THREE & 02/100----- Dollars, in hand paid, with additional advances not to exceed a limit of One Million Seven Hundred Sixty Thousand and No/100 Dollars; do hereby grant, bargain, sell and convey unto The First National Bank of Grand Island, Grand Island, Nebraska, a Banking Corporation in Grand Island, Hall County, Nebraska, as Mortgagee, the following described real estate in Hall County, and the State of Nebraska, to-wit:

The Northeast Quarter of the Southeast Quarter of Section 3; the North Half of the Southwest Quarter of Section 23; and the East Half of the Southeast Quarter of Section 28; all in Township 12 North, Range Ten, West of the 6th P.M., all in Hall County, Nebraska.

together with all improvements thereon, including but not limited to fencing, irrigation pumps, wells and equipment, and all related apparatus, fixtures, appurtenances thereunto belonging and other similar improvements, and all covenants and all title deeds runnings with such lands; and all rents, issues and profits thereof arising therefrom after default in performance of any covenant and condition herein contained, and all water rights and easements; the intention being to convey hereby an absolute title and fee simple and to convey all and every right, title and interest of such Mortgagors in and to such real property. The Mortgagors do hereby covenant with the Mortgagee, its successors and assigns, that it is lawfully seized of said real estate; that such real estate is free from encumbrances with the exception of numerous Financing Statements; and with that exception, they warrant and defend said premises against any and all persons whomsoever.

TO HAVE AND TO HOLD, the premises above-described with all improvements thereon, including but not limited to fencing, irrigation pumps, wells and equipment, and all related apparatus, fixtures, appurtenances thereunto belonging and other similar improvements, and all covenants and all title deeds running with such lands; and all rents, issues and profits thereof arising therefrom after default in performance of any covenant and condition therein contained, and all water rights and easements; belonging unto the said The First National Bank of Grand Island, Grand Island, Nebraska, and to its successors and assigns forever, provided always, and these presents are upon the express condition that if the said Mortgagors, their successors or assigns, shall pay or cause to be paid to The First National Bank of Grand Island, Grand Island, Nebraska, its successors or assigns, the sum of \$ 1,109,923.02 plus interest, together with additional advances which are not to exceed the total sum of One Million Seven Hundred Sixty Thousand and No/100 Dollars (\$1,760,000.00), all according to the tenure and effect of four (4) promissory notes of the Mortgagors bearing even date with these presents; shall pay all taxes and assessments levied upon such real estate and all other taxes, levies and assessments levied upon this mortgage or upon the note which this

mortgage is given to secured before the same becomes delinquent; shall keep the improvements on such real estate insured where insurance is applicable and shall not permit or commit any waste on such real property, then these presents to be void, otherwise to be in full force and effect.

IT IS FURTHER AGREED:

1. That if the said Mortgagors shall fail to pay such taxes levied upon such real property, the mortgagee, its successors or assigns, may pay such taxes and the sum so advanced, with interest, shall be paid by the said Mortgagors and this mortgage shall stand for security of the same.
2. That failure to pay any of the 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 or sums of money herein secured to become due and collectible at once at the option of the mortgagee, its successors or assigns.
3. In case of a foreclosure of this mortgage under any of its provisions, a receiver may be appointed to collect rents, issues or profits from the mortgaged real estate and proceeds from any such rents, issues or profits so collected, shall be applied on the deed secured hereby.
4. The Mortgagors will have the privilege of making prepayments on the principal of the mortgage debt without premium, as provided in such note.

DATED this 25 day of April, 1983.

Robert L. Siemers

 ROBERT L. SIEMERS

Betty J. Siemers

 BETTY J. SIEMERS

STATE OF NEBRASKA)
) SS:
 COUNTY OF HALL)

On this 25th day of April, 1983, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Robert L. Siemers and Betty J. Siemers, Husband and Wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



