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83-102228

County Clerk or Register of Deeds

Deputy County Clerk or Deputy Register of Deeds

## REAL PROPERTY MORTGAGE

Larry L. Kucera and Barbara J. Kucera, Husband and Wife , herein called the mortgagor whether one or more,

Five Thousand Seven Hundred Seventy-Five and 54/100 Dollars (\$5,775.54) in consideration of

received from mortgagee, does mortgage to the City of Grand Island, Nebraska, a Municipal Corporation, the following described real estate, to-wit

Lot Eight (8), Block Six (6), Original Town, Now City of Grand Island, Hall County, Nebraska

And the mortgagor does hereby covenant with the mortgagee and with mortgagee's heirs and assigns that mortgagor is lawfully seised of said premises, that they are free from encumbrance, that mortgagor has good right and lawful authority to convey the same, and that mortgagor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever

This mortgage is given to secure the payment of the promissory note of this date made by mortgagor for \$ 5,775.54 payable, in accordance with said note

Mortgagor shall pay all taxes and assessments levied upon said real property and all other taxes levied on this mortgage or the note which this mortgage is given to secure before the same become delinquent and shall maintain fire, windstorm and extended coverage insurance with a mortgage clause on the buildings on said premises in the sum of \$5,775.54 If mortgagor fails to pay such taxes and assessments or procure such insurance, mortgagee may pay such taxes and purchase such insurance and the amount so advanced with interest at nine percent per annum shall be secured by this mortgage

In case of default in the payment of the principal sum or any installment thereof or of any interest thereon when the same shall become due or in case of the non-payment of any taxes or assessments or of the failure to maintain insurance as herein provided, mortgagee may at the option of mortgagee, without notice, at any time during the continuance of such default or breach, declare the whole debt secured by this mortgage to be immediately due and payable and may foreclose this mortgage

In the event of default in the performance of any of the terms and conditions of this mortgage or the note secured by it, the mortgagee shall be entitled to immediate possession of the property above described and all the rents, revenue and income derived therefrom during such time as the mortgage indebtedness remains unpaid shall be applied by the mortgagee to the payment of the note and all a her sums secured hereby after deduction of any necessary costs of collection.

Dated April 30

STATE OF NEBRASKA, County of

Before me, a notary public qualified for said county, personally came

GENERAL MOTORY State of Nebraska JERENNE J GARROUTTE My Comm Exp Sept 23, 1983

Larry L. Kucera and Barbara J. Kucera

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on april 30, 1983

Levenne & Savrautte Notary Public

My commission expires Systemlies 23, 1983

thered as Document No.

83-002228

STATE OF MEENASKAS SS

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REG. OF DEEDS

Community Revelopment
Sox 1968