

MORTGAGE

83-002341

This mortgage made and entered into this 10th day of May 1983, by and between Richard Wayne Smith, A Single Person

(hereinafter referred to as mortgagor) and Commercial National Bank and Trust Company

(mortgagee), who maintains an office and place of business at 424 West 3rd street in Grand Island, Hall County, Nebraska.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, its successors and assigns, all of the following described property situated and being in the County of Hall State of Nebraska.

Lots Four (4), Five (5), and Six (6), Shady Lane Subdivision, Hall County, Nebraska

together with all the tenements and appurtenances thereto belonging, all the rents, issues and profits thereof, and all easements, rights, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and including all heating, plumbing, refrigeration, lighting, equipment and all fixtures of every description belonging to the mortgagor now or hereafter attached thereto or used in connection with the premises herein described and in addition thereto the following described properties which are and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein stated. (If none, state "none")

To have and to hold the same unto the Mortgagee, as herein provided:

The mortgagor is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited, and that mortgagor covenants to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated May 10, 1983 in the principal sum of \$ 22,000.00, signed by Richard Wayne Smith in behalf of himself

also, as such note or notes may from time to time be modified, renewed or extended in writing

In the event the title to said real estate is transferred, or contracted to be transferred, from the undersigned for any reason or by any method whatsoever, the entire principal sum and accrued interest shall at once become due and payable at the election of the holder hereof. Failure to exercise this option because of transfer of title as above stated in one instance shall not constitute a waiver of the right to exercise the same in the event of any subsequent transfer

1. The mortgagor covenants and agrees as follows:

a. To promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. To pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. To pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or notes, or any part thereof secured hereby.

f. To continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. To keep all buildings and other improvements on said property in good repair and condition, to permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. To not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior to the lien of this mortgage without written consent of the mortgagee; and further, that mortgagor will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. To not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

l. To comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.
3. If the mortgagor defaults, and fails to make any payments when due or to conform to and comply with any of the conditions or agreements contained in this mortgage or the notes which it secures, then the entire principal sum and accrued interest shall at once become due and payable, and draw ^{fourteen} per cent (14.0%) interest thereafter until paid at the election of the mortgagee; and this mortgage may thereupon be foreclosed immediately for the whole of the indebtedness hereby secured, including the cost of extending the abstract of title from the date of this mortgage to the time of commencing such suit.
4. In the event of a foreclosure or default as provided herein, the mortgagee shall at once be entitled to the possession, use, and enjoyment of the real estate aforesaid and to the rent, issues, royalties, and profits thereof, from the accruing of such rights and during the pendency of foreclosure proceedings and such possessions, etc., shall at once be delivered to the mortgagee upon request, upon failure such delivery of such possession may be enforced by mortgagee, by any appropriate legal proceedings, including a receiver for the property.
5. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

- 6. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of a sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgement for the amount of the deficiency without regard to appraisal.
- 7. In the event the mortgagor fails to pay any federal, state, or local tax assesment, income tax or other tax lien, charge, fee or other expense charged against the property the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be cancelled and surrendered.
- 8. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 9. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 10. A judicial decree, order, or judgement holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2129 West Cottage Street, Grand Island, NE 68801 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P.O. Box 2006, Grand Island, NE 68802

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Richard Wayne Smith

Executed and delivered in the presence of the following witnesses:

[Handwritten signatures of witnesses]

(Add Appropriate Acknowledgement)

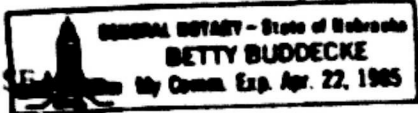
STATE OF NEBRASKA

COUNTY OF Hall

Before me, a qualified Notary Public, personally appeared ss. Richard Wayne Smith

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

Witness my hand and Notarial Seal on May 10, 19 83



[Handwritten signature of Betty Budecke]
Notary Public

My Commission Expires April 22, 19 85

STATE OF NEBRASKA

COUNTY OF _____

Before me a qualified Notary Public, personally appeared ss. _____

President of _____

a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was affixed thereto by its authority.

Witness my hand and Notarial Seal on _____, 19 _____

(SEAL)

Notary Public

My Commission Expires _____, 19 _____

Entered as Document No.

83-002341

MORTGAGE

STATE OF NEBRASKA)
COUNTY OF _____) SS

*83 MAY 10 PM 3 41

[Signature]
REG. OF DEEDS

TO

RECORDING DATA

RETURN TO:

Name:

Address:

G. I. ABSTRACT