



SHORT FORM  
PROPERTY IMPROVEMENT  
FORM NO. 211 (REV. 12/60)

83-002402

Loan Number 52858 - 1 - 66  
Branch Type

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS

THAT Timothy R. Wiese and Patricia J. Wiese, husband and wife  
hereinafter called Mortgagors, in consideration of the sum of Seventeen Thousand Three Hundred  
Twenty Eight and 25/100

( \$ 17,328.25 ) DOLLARS, the receipt of which is hereby acknowledged, do hereby MORTGAGE  
and CONVEY an absolute title, including all the rights of homestead and inheritance, unto FIRST  
FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, NEBRASKA, hereinafter called  
Mortgagee, its successors and assigns, the following described real estate, situated in Hall  
County, State of NEBRASKA, to-wit:

Lot Twelve (12) in Block Ten (10) in Ashton Place, an  
Addition to the City of Grand Island, Hall County,  
Nebraska.

TO HAVE AND TO HOLD the real estate above described, with all appurtenances thereunto  
belonging unto the said Mortgagee, forever, provided always, and this mortgage is upon the express con-  
dition that if the aforesaid Mortgagors, their heirs, executors, administrators or assigns shall pay or cause  
to be paid to the said Mortgagee, its successors or assigns, the principal sum hereinabove set forth, all  
according to the tenor and effect of a certain installment note of said Mortgagors bearing even date with  
this mortgage, and shall pay 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 or any installment thereof becomes delinquent, then this mortgage to be void, otherwise to remain  
in full force.

IT IS FURTHER AGREED (1) That if the said Mortgagor shall fail to pay such taxes, the  
Mortgagee may pay the same and the sum so advanced with interest shall be paid by said Mortgagors,  
and this mortgage shall stand as security for the same. (2) That Mortgagors covenant with the Mortgagee  
that they are lawfully seized of said real estate and covenant to warrant and defend the said real estate  
against the lawful claims of all persons whomsoever. (3) That in case of a foreclosure of this mortgage,  
the plaintiff in such proceedings shall be entitled to take possession of the premises, protect the same and  
collect the rents, issues and profits thereof. (4) That a failure to pay any of said money or any install-  
ment thereof 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.

TRANSFER OF THE PROPERTY. ASSUMPTION. If all or any part of the Property or an  
interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding  
(a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase  
money security interest for household appliances, (c) a transfer by devise, descent or by operation of law  
upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not con-  
taining an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this  
Mortgage to be immediately due and payable.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of  
acceleration and such notice shall provide a period of not less than 30 days from the date the notice is  
mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior  
to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke  
the power of sale and any other remedies permitted by applicable law.

Signed this 12 day of May

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Timothy R. Wiese  
  
Patricia J. Wiese

STATE OF NEBRASKA

Hall County, } ss.

On this 12 day of May, 1983 before me, the undersigned, a Notary Public, in and for

said County, personally came Timothy R. Wiese and Patricia J. Wiese, husband and wife  
personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, as  
mortgagors, and each acknowledged said instrument to be his or her voluntary act and deed.

Witness my hand and notarial seal at Grand Island, Nebraska  
the date last above written.

My commission expires   
GENERAL NOTARY - State of Nebraska  
CONNIE S. BALES  
My Comm. Exp. Oct. 11, 1985

Notary Public

Entered as Document No.

83- 002402

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Subscribed  
at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) SS

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*James H. ...*  
REG. OF DEEDS

G. I. ABSTRACT