

KNOW ALL MEN BY THESE PRESENTS: That Kevin J. Smoyer and Sandra K. Smoyer, each in his and her own right and as the spouse of each other of Hall County, and State of Nebraska, in consideration of the sum of THIRTY THOUSAND (\$30,000.00) - - - - - DOLLARS in hand paid, do hereby SELL and CONVEY unto DeLyle L. Seda and Tatjana B. Seda, as joint tenants, of Maricopa County, State of Arizona the following described premises situated in Hall County, and State of Nebraska, to-wit:

Lot Three (3) in Block Two (2) in Pleasant View Seventh Subdivision to the City of Grand Island, Hall County, Nebraska

THIS IS A FIRST PURCHASE MONEY MORTGAGE

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said mortgagee(s) and to his, her or their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor(s), his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee(s), his, her or their heirs, executors, administrators or assigns, the principal sum of \$ 30,000.00 payable as follows, to-wit: 60 monthly amortizing payments of \$263.27 per month commencing June 13, 1983; including interest at 10% per annum; entire unpaid principal balance, plus any unpaid accrued interest, due and payable in a lump sum June 13, 1988. Transfer by the mortgagors, or either of them, of ownership of all or any portion of these premises without the written consent of the mortgagees, shall entitle the mortgagees to declare the entire unpaid balance owing to be forthwith due and payable.

Mortgagors will pay their

~~THEIR OWN TAXES AND ASSESSMENTS~~ written promissory note bearing even date with these presents and shall pay all 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 becomes delinquent, and keep the buildings on said premises insured for the sum of \$ debt balance, loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance, and the sum so advanced, with interest at 1% per cent, shall be repaid by said mortgagor, and this mortgage shall stand as security for the same (2) That a failure to pay any of 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 of money herein secured to become due and collectible at once at the option of the mortgagee.

Signed this 13th day of May

19 83

In presence of

Kevin J. Smoyer

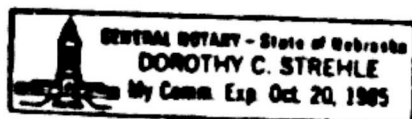
Sandra K. Smoyer

STATE OF NEBRASKA, County of Hall

The foregoing instrument was acknowledged before me May 13

19 83

by Kevin J. Smoyer and Sandra K. Smoyer



Signature of Person Taking Acknowledgment

NOTARY PUBLIC

Title

STATE OF

County

day of

19

at

Entered on numerical index and filed for record in the Register of Deeds Office of said County the

o'clock and

minutes

M.

and recorded in Book

of

at page

Reg of Deeds

By

Deputy

Entered as Document No.
83- 002424

County Lincoln
Circuit 1st
Number 1

STATE OF NEBRASKA) SS
COUNTY OF LINCOLN)

*83 MAY 16 AM 10 10

James H. Hicken
REC'D - NEEDS

*Director
J. H. Hicken*