

KNOW ALL MEN BY THESE PRESENTS: That ROBERT L. EBERLE and NANCY E. EBERLE, Husband and Wife, of Hall County, and State of Nebraska, in consideration of the sum of SIX THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$6,500.00)----- DOLLARS in hand paid, do hereby SELL and CONVEY unto HOMER L. KILLHAM

of Hall County, State of Nebraska the following described premises situated in Hall County, and State of Nebraska to-wit:

Lot Nine (9), in Block Two (2), in Dale Roush Subdivision, in Hall County, Nebraska, in the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section Fourteen (14), Township Eleven (11) North, Range Ten (10), West of the 6th P.M., Hall County, Nebraska

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 \$ 6,500.00 payable as follows, to-wit:

Six Thousand Five Hundred Dollars and no/100 (\$6,500.00) payable pursuant to the terms of the parties' Promissory Note of same date

with interest according to the tenor and effect of the mortgagors 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 \$ 26,000.00, 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 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 day of May, 19 83

In presence of

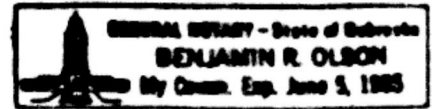
Robert L. Eberle

Nancy E. Eberle

Handwritten signatures of Robert L. Eberle and Nancy E. Eberle.

STATE OF NEBRASKA, County of HALL

Before me, a notary public qualified for said county, personally came Robert L. Eberle and Nancy E. Eberle, husband and wife



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 May 12, 1983, 19

My commission expires: June 5, 1985 Notary Public

STATE OF County Entered on numerical index and filed for record in the Register of Deeds Office of said County the day of 19 at o'clock and minutes M. and recorded in Book of at page

Reg. of Deeds By Deputy

83-002458

\$ 6,500.00

83-002458

May

19⁸³

Payable as set forth on back side

after date, I, we, or either of us promise to pay to

Homer L. Killham

or order,

Six Thousand Five Hundred Dollars and no/100 (\$6,500.00) DOLLARS

for value received, payable at his residence, Hall County, Nebraska,

with interest at the rate of 11 per cent per annum from date until due and ^{highest legal rate} / per cent from maturity until paid

The makers, sureties and guarantors of this note hereby severally waive presentment for payment, notice of nonpayment, protest, and notice of protest, and diligence in bringing suit against any party thereto and consent that time of payment may be extended without notice thereof, and each of us hereby state that we personally now have separate property and estate, and this obligation is made upon the faith and credit thereof and with the intent that our separate property and estate and all future property and estate shall be charged with the payment of the same.

No. This Note is secured by a Real Estate
Purchase Money Mortgage on Lot 9, Block 2
DUE in Dale Roush Subdivision, Hall County,
Nebraska

Robert L. Eberle

Nancy E. Eberle

Robert L. Eberle
Nancy E. Eberle

P. O.

Entered as Document No.

83-002458

Grantor

Grantee

Number

1-2-3-4

STATE OF NEBRASKA

COUNTY OF) SS

83 MAY 17 AM 10 58

James A. Steben
REC. OF DEEDS

Beall Realty
851-5773

This Note is payable in monthly installments of Seventy-Three Dollar and Ninety-One Cents (\$73.91), first monthly payment due on June 12, 1983 and an identical payment of Seventy-Three Dollars and Ninety-One Cents (\$73.91) on the 12th day of each month thereafter for a period of fifty-nine (59) months with the balance then due and owing in full on the 60th month or five (5) years from date.

The makers are given the option of paying all or part of the principal indebtedness on any principal payment date in multiples of One Hundred Dollars (\$100.00) or more.