

MORTGAGE

This Mortgage is entered into between CLOY E. ROTH and ORA E. ROTH  
husband and wife, each in their own right and as spouse of the other  
(herein Mortgagor) and THE STATE BANK OF CAIRO, A Nebraska Banking Corporation  
(herein Mortgagee).

Mortgagor is indebted to Mortgagee in the principal sum of \$ 76,600.00,  
evidenced by Mortgagors' note dated May 16, 1983 (herein Note) providing  
for payments of principal and interest, with the balance of the indebtedness, if  
not sooner paid, due and payable on <sup>November</sup> ~~May~~ 16, 1984.

To secure the payment of the Note, with interest as provided therein, the  
payment of all other sums, with interest advanced by Mortgagee to protect the  
security of this Mortgage, and the performance of the covenants and agreements  
of the Mortgagor contained herein, Mortgagor does hereby mortgage and convey to  
Mortgagee the following property located in Hall County, Nebraska.

West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ )  
of Section 16, Township 11 North, Range  
12, West of the 6th P.M., Hall County  
Nebraska

Entered as Document No.  
83--002466

Grantor A  
Grantee X  
Number X  
STATE OF NEBRASKA  
COUNTY OF HALL ) SS

83 MAY 18 AM 9 56

*Shirley*  
REG. OF DEEDS

*State of Nebraska  
Cairo, NE 68504*

Together with all buildings, improvements, fixtures, streets, alleys, passageways,  
easements, rights, privileges and appurtenances located thereon or in anywise pertaining  
thereto, and the rents, issues and profits, reversions and remainders thereof, all of  
which, including replacements and additions thereto, is hereby declared to be a part  
of the real estate secured by the lien of this Mortgage and all of the foregoing is  
referred to herein as the "Property".

Mortgagor further covenants and agrees with Mortgagee, as follows:

1. Payment. To pay the indebtedness and the interest thereon as provided in  
this Mortgage and the Note.
2. Mortgagor is the owner of the Property, has the right and authority to mortgage  
the Property, and warrants that the lien created hereby is a first and prior lien on  
the Property.
3. To pay when due all taxes, special assessments and all other charges against  
the Property and, upon written demand by Mortgagee, to add to the payment required  
under the Note secured hereby, such amount as may be sufficient to enable the Mortgagee  
to pay such taxes, assessments or other charges as they become due.

4. In the event the Property, or any part thereof, shall be taken by eminent domain, the Mortgagee is empowered to collect and receive all compensation which may be paid for any property taken or for damages to property not taken, and Mortgagee shall apply such compensation, at its option, either to a reduction of the indebtedness secured hereby or to repair and restore the property so damaged.

5. Mortgagee may, but shall have no obligation, to do any act which the Mortgagor has agreed but fails to do, and Mortgagee may also do any act it deems necessary to protect the lien hereof. Mortgagor agrees to repay, upon demand, any sums so expended by the Mortgagee for the above purposes, and any sums so expended by the Mortgagee shall be added to the indebtedness secured hereby and become subject to the lien hereof. Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

6. Time is the essence hereof, and upon Mortgagor's default in any covenant or agreement of this Mortgage, including covenants to pay when due the sums secured by this Mortgage, the Mortgagee shall be entitled, at its sole option and without notice, to declare all sums secured by this Mortgage to be immediately due and payable and may commence foreclosure of this Mortgage by judicial proceedings; and, provided further, that upon such default the Mortgagee, or a receiver appointed by a court, may at its option and without regard to the adequacy of the security, enter upon and take possession of the Property and collect the rents, issues and profits therefrom and apply them first to the cost of collection and operation of the Property and then upon the indebtedness secured by this Mortgage, said rents, issues and profits being assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby.

7. If all or any part of the property is sold or transferred without the express written consent of the Mortgagee, Mortgagor may at its sole option, declare all sums secured by this Mortgage to be immediately due and payable.

8. Any forbearance in exercising any right or remedy shall not be a waiver thereof.

9. All remedies provided herein are distinct and cumulative to any other right afforded by law or equity, and may be exercised concurrently, independently or successively.

10. The covenants and agreements contained herein shall bind, and all rights inure to, the respective successors and assigns of the Mortgagor and the Mortgagee.

11. All covenants and agreements of the Mortgagor and the Mortgagee are joint and several.

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall discharge this Mortgage and shall execute and deliver a satisfactory release therefor.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 16th day of May, 19 83.

*Cloy E. Roth*

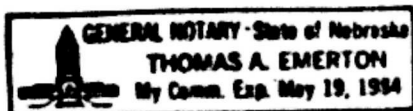
Cloy E. Roth

*Ora E. Roth*

Ora E. Roth

STATE OF NEBRASKA, Hall County ss:

On this 16th day of May, 19 83, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Cloy E. Roth and Ora E. Roth, Husband and Wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



*Thomas A. Emerton*  
Notary Public