

7. Condemnation. 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 damage 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.

8. Performance by Mortgagee. 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. Mortgagee 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.

9. Default; Assignment of Rents. Time is of 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.

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

11. Future Advances. Upon request of Mortgagor, Mortgagee may make additional and future advances to Mortgagor. Such advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the original Note.

12. Miscellaneous Provisions.

- (a) Any forbearance in exercising any right or remedy shall not be a waiver thereof.
- (b) 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.
- (c) The covenants and agreements contained herein shall bind, and the rights inure to, the respective successors and assigns of the Mortgagor and the Mortgagee.
- (d) All covenants and agreements of the Mortgagor are joint and several.
- (e) The headings of the paragraphs of this Mortgage are for convenience only and shall not be used to interpret or define the provisions hereof.

13. Release. 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 12 day of May, 1983.

X DeMet Harmon
DeMet Harmon Borrower

Borrower

State of Nebraska, ADAMS County is:

On this 12th day of May, 1983, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came DeMet Harmon

_____ to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Hastings, Nebraska in said county, the date aforesaid.

My Commission expires:
2/10/86



GENERAL NOTARY - State of Nebraska
ELIZABETH FINK
My Comm. Exp. Feb. 10, 1986

Elizabeth Fink
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Entered as Document No.

83-002449

Grantor
Grantee
Mortgagor

MAY 1983

STATE OF NEBRASKA) SS
COUNTY OF HALL)

MAY 17 AM 10 00

James Fink
REG. OF DEEDS

(attorneys)
Hamilton Co. Reg. of Deeds
Hamilton Co. Reg. of Deeds
Hastings, Neb. 68033