

KNOW ALL MEN BY THESE PRESENTS:

THAT RECORD ENTERPRISES, LTD., with its principal office located at 508 S. 19th Street, Omaha, Nebraska

of Douglas County, and State of Nebraska in consideration of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100-----(\$250,000.00)----- DOLLARS in hand paid, do hereby SELL and CONVEY unto NATIONAL ACCEPTANCE COMPANY OF AMERICA, with its principal office located at 105 West Adams Street, Chicago

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

Legally described in rider attached hereto and made a part hereof.

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 thereto belonging unto the said NATIONAL ACCEPTANCE COMPANY OF AMERICA

successors

and to its ~~and~~ assigns, forever, provided always, and these presents are upon the express conditions that if the said RECORD ENTERPRISES, LTD.

its successors ~~or assigns shall pay or cause to be paid to the said NATIONAL ACCEPTANCE COMPANY OF AMERICA, its successors~~ or assigns, the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100-----(\$250,000.00)----- dollars, payable with interest thereon at the / rate provided in said note ----- all according to the tenor and effect of the promissory note ~~of said RECORD ENTERPRISES, LTD.~~

bearing even date of ~~August 5, 1979~~ and shall pay all taxes and assessments levied upon said real estate before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$ ~~Loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.~~ Principal and interest payable at the office of NATIONAL ACCEPTANCE COMPANY OF AMERICA at Chicago, Illinois.

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 the rate in ~~the~~ said note shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) It is stipulated and agreed that in case of any default in any of the said payments of principal or interest, taxes or insurance, or of any breach or violation of any of the covenants or agreements herein contained by the mortgagor, then and in that event the whole of said principal sum hereby secured, together with interest, may at the option of the holder become due and payable at once, and the said premises sold as hereinafter provided; (3) In case of any default as above specified, the beneficiary or holder of said indebtedness shall at once become entitled to foreclosure and sale of the premises, and shall be entitled to immediate possession and use of the property, and to the rents, issues and profits thereof, the same being hereby pledged and assigned as additional security for the indebtedness which is secured by this instrument, and the holder of said indebtedness shall be entitled to a receiver of said property, and to the rents, issues and profits thereof, immediately upon such default, and a receiver may be appointed by any court of competent jurisdiction upon ex-parte application, and without notice, notice being hereby expressly waived, and the appointment of such receiver on any such application without notice being hereby consented to by the mortgagor and all persons claiming by, through or under him, and all rents and profits, income and revenues from said property shall be held by the receiver as additional security for the payment of the debt hereby secured.

Signed this 5th day of September 1979 in presence of

Attest: *Ronald A. Henningsen* witness *Meribel Joseph* witness

RECORD ENTERPRISES, LTD. *Ronald A. Henningsen* President ATTEST: *Lynda Henningsen* Secretary

STATE OF }
County } ss.

On this day of, 19....., before
me, the undersigned a Notary Public, duly commissioned and qualified for
in said county, personally came.....

to me known to be the identical person or persons whose name is or names are
affixed to the foregoing instrument and acknowledged the execution thereof to be
his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

PARCEL I

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Replat of Block 3, E. Kountze
Reserve, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed,
platted and recorded, together with the improvements located thereon, except
S that part of Lots 12 and 13 heretofore taken by the City of Omaha for the widening
of St. Mary's Avenue; and an easement and right to continue to use the south wall
of the building adjoining on the north of said Lots 8 and 18, reserved in that
certain Warranty Deed in which E. W. Nash Building Company was the Grantor and
Redfield Investment Co. was the Grantee, which deed was filed and recorded in the
office of the Register of Deeds of Douglas County, Nebraska, at page 631 of Book
of Deeds 1071 on the 26th day of September, 1959, commonly known as 508 S. 19th
Street, Omaha, Nebraska.

PARCEL II

Lots 36, 37, 38, 39, 40 and 41 in Replat of Block 3, in E. Kountze Reserve,
being part of Lots 10, 11 and 12 in Block 3, in E. Kountze Reserve, an addition
to the City of Omaha, commonly known as N. E. corner of 20th and St. Mary's
Avenue, Omaha, Nebraska.

STATE OF NEBRASKA }
DOUGLAS County } ss.

On this 14 day of September, 1979, before me
the undersigned, a Notary Public in and for said County,
personally came Ronald A. Henningsen, President of the

RECORD ENTERPRISES, LTD.

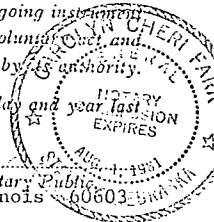
to me personally known to be the President and the identical person whose name is affixed to the foregoing instrument
and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and
deed of the said corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha, Nebraska in said county the day and year last above written.

My commission expires the 1st day of August, 1981.

THIS INSTRUMENT WAS PREPARED BY I. LEVY, 105 West Adams Street, Chicago, Illinois

Notary Public
Illinois 60603



AGACE LTD. NY
ment was filed
o'clock
and
Recorder
Deputy
to IT ANY
Lincoln, Nebr.

Handwritten initials and scribbles.

RECEIVED
1979 SEP - 6 AM 11: 23

RECORDED
INDEXED
DOUGLAS COUNTY

Handwritten file numbers and notations: 2339, 440, 10.0, 31-312 etc.