

FILED
CASS COUNTY, NE.

4632

C

2017 OCT -5 PM 2:55

125 Gen 836

RECORDS DEEDS
\$ 4632 \$ 31⁰⁰

(Space above this line for recording data)

USDA
Form RD 1927-1 NE
(Rev. 9-11)

Position 5

Return to:
USDA Rural Development
100 Centennial Mall North, Suite 308
Lincoln, NE 68508

REAL ESTATE MORTGAGE FOR NEBRASKA

THIS MORTGAGE is made and entered into by Eagle Facilities & Grounds Association

residing in Cass County County, Nebraska whose post office address is:

727 1st Street Eagle, Nebraska 68347

herein called "Borrower," and the United States of America, acting through the United States Department of Agriculture, herein called the "Government":

WHEREAS Borrower is indebted to the Government, as evidenced by one or more promissory notes or assumption agreements or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
10/5/2017	\$400,000	3.25%	10/5/2057

(The interest rate for limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in the Government's regulations or the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Government.

TML

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument, this instrument shall secure payment of the note;

And this instrument also secures the recapture of any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 V.S.C. § 2001.

NOW, THEREFORE, in consideration of the loans and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, and (b) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey and assign, with general warranty, unto the

Government the following property situated in the State of Nebraska, County or Counties of Cass County

Parcel 1: Sublot 15 of Tax Lot 12 in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 20, Township 10 North, Range 9 East of the 6th P.M., Village of Eagle, Cass County, Nebraska, more particularly described as follows:

Beginning at a point on the North right of way line of U.S. Highway 34, said point being 493.00' West and 65.00' North of the Southeast corner of the Southeast Quarter of said Section 20; Thence North and parallel to the East line of said Section 20, 408.00'; Thence East and parallel to the South line of said Section 20; 6.00'; Thence North and parallel to the East line of said Section 20; 22.00'; Thence East and parallel to the South line of said Section 20; 200.00'; Thence South and parallel to the East line of said Section 20, 68.00'; Thence East and parallel to the South line of said Section 20, 100.00'; Thence North and parallel to the East line of said Section 20, 51.12'; Thence East and parallel to the South line of said Section 20, 154.00' to a point on the West right of way line of First Street; Thence South along the said right of way line 100.00'; Thence West and parallel to the South line of said Section 20, 232.94'; Thence South and parallel to the East line of said Section 20, 303.38' to a point on the North right of way line of U.S. Highway 34; Thence West along the said right of way line 82.98'; Thence continuing along the said right of way line 147.80' to the Point of Beginning.

EXCEPT Tax Lot 49, a Administrative Subdivision being a fractional part of Sublot 15 of Tax Lot 12, Cass County, Nebraska.

Parcel 2: Fraction of Sublot 14 of Tax Lot 12 located in the SE 1/4 of the SE 1/4 of Section 20, Township 10 North, Range 9 East of the 6th P.M., Village of Eagle, Cass County, Nebraska, more fully described as follows:

Beginning at the NW Corner of Sublot 14 of Tax Lot 12; thence N 90° E, along the North line, 76.84'; thence S 0° W, 93.71' to a point on the North line of Sublot 11 of Tax Lot 12; thence N 89°45'38" W, along said North line, 75.97' to a point on the West line of Sublot 14 of Tax Lot 12; thence N 0°31'49" W, along said West line, 93.38' to the point of beginning.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements, all water, water rights, water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by Government regulations.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) The Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and all taxes and assessments levied upon this mortgage or the note or any indebtedness hereby secured or against any legal holder hereof or of the note or of said indebtedness under the laws of Nebraska, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Except as otherwise provided by Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any rights, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument; Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other

party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or other- wise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) Borrower further agrees that the loans secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as prohibited by 7 C.F.R. part 1940, subpart G.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should anyone of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

(20) Borrower agrees that the Government will not be bound by any present or future State law, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(21) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(22) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law and addressed, unless and until some other address is designated in a notice so given, in the case of the Trustee or the Government to USDA Rural Development, Federal Building Room 308, 100 Centennial Mall North, Lincoln, NE 68508, and in

the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the post office address shown above).

(24) This instrument also secures the obligations and covenants of Borrower set forth in Borrowers Loan Resolution Security Agreement of _____ October 5 _____, 20 17 _____, which is incorporated herein by reference.

The property described herein was obtained or improved through Federal finance assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended, and the Rehabilitation Act of 1973 as amended, and the regulations issued pursuant thereto for as long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the purchaser owns it, whichever is longer.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hands this 5th day of October, 2017 .

Travis Moore
TRAVIS MOORE PRESIDENT (Borrower)

Nick Nystrom
NICK NYSTROM SECRETARY (Borrower)

STATE OF NEBRASKA

COUNTY OF CASS



SS: **ACKNOWLEDGMENT**

On this 5TH day of October, 2017, before me, a Notary Public, in and for said County personally appeared

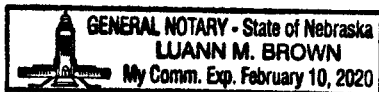
President, Travis Moore

and Secretary, Nick Nystrom

of the Eagle Facilities and Grounds Association

by me known to be the identical person(s) whose names are affixed to the foregoing instrument in said capacity and acknowledged the execution thereof to be the voluntary act and deed of such persons and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.



Luann M. Brown
Notary

(SEAL)

My commission expires: 2-10-2020