

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2012 SEP 28 PM 3 09

*Missouri Bank*  
HALL CO. REGISTER OF DEEDS

*C/* \_\_\_\_\_ *15.50*  
\_\_\_\_\_ *15.50*  
\_\_\_\_\_ *15.50*  
\_\_\_\_\_ *15.50*  
\_\_\_\_\_ *15.50*  
\_\_\_\_\_ *15.50*  
DEBITS:  
CASH \_\_\_\_\_



Return recorded mortgage to:  
FHLBank Topeka  
P.O. Box 176  
Topeka, KS 66601

*Subordinate Mortgage*

*15.50*

THIS SUBORDINATE MORTGAGE (Mortgage) is made on September 28th,  
2012 by Christopher A Uhrich, a single person and Sarah M Monie, a single person

(Borrower).

This Mortgage is given to the Federal Home Loan Bank of Topeka, a corporation organized and existing under the laws of the United States of America, and whose address is One Security Benefit Pl. Ste. 100, Topeka, KS 66606, its successors and assigns (Lender). Borrower owes Lender the principal sum of Four Thousand and 00/100 Dollars (U.S. \$ 4,000.00). This debt is evidenced by Borrower's note dated the same date as this Mortgage (Note). The Note provides for no payments if the Borrower complies with the terms of the Note. The loan evidenced by the Note and secured by this Mortgage (Loan) is being made pursuant to the Affordable Housing Program (AHP) as implemented by Lender (12 U.S.C. 1430(j); 12 CFR Part 1291).

In addition to the Loan, Borrower obtained a mortgage loan (First Mortgage Loan) from CharterWest National Bank (Senior Lien Holder), which loan is secured by a first mortgage lien on the Property (First Mortgage). The documents evidencing or securing the First Mortgage Loan are collectively referred to herein as the First Mortgage Loan Documents.

This Mortgage secures to Lender the repayment of the debt evidenced by the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender and Lender's successors and assigns, with power of sale, subject to the rights of Senior Lien Holder under the First Mortgage, the following property, to-wit:

**Lot Four (4), Block Eight (8), Original Town of Doniphan, Hall County, Nebraska**

*CAH sm*

CL Abstract

(which has the address of: 207 N 3rd St Doniphan, NE 68832),  
to have and to hold this property unto Lender and Lender's successors and assigns, forever, all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and, except for the First Mortgage and other encumbrances of record acceptable to Senior Lien Holder, the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

1. PAYMENTS. In the case of a sale or refinancing of the Property within five years of the date of the Note (the Retention Period), an amount equal to a pro rata share of the principal, reduced for every year Borrower owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing, unless: (1) the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance; (2) the Property is sold to a very low-, or low- or moderate-income household; or (3) following a refinancing, the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism. The Lender will have ultimate control over any funds repaid by the Borrower pursuant to this section. Lender shall be given notice of any sale or refinancing of the Property occurring prior to the end of the Retention Period. Provided that Borrower complies with the terms of the Note, the amounts due and payable under the Note shall not become due and payable, but shall be forgiven as follows: The principal amount of the Loan shall be reduced over the first 5 years by 1/60th of the original principal balance of the Loan for each month the Loan is outstanding. Such monthly reductions shall take effect in arrears on the same day of the month the Loan was originally made. The amount of the Loan due and payable at any time shall be determined after deducting the principal amount of the Loan which has been forgiven by Lender.

2. SUBORDINATION. This Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by Borrower under the First Mortgage or for any other purpose expressly permitted by the First Mortgage; or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of foreclosure or deed-in-lieu of foreclosure of the First Mortgage, or if the First Mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than Borrower or a related entity of Borrower), receiving title to the Property through a foreclosure or deed-in-lieu of foreclosure of the First Mortgage, or through the assignment of the First Mortgage to the Secretary of the U.S. Department of Housing and Urban Development, shall receive title to the Property free and clear from such restrictions.

3. NOTICES. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to the Lender.

4. RELEASE. Upon satisfaction of all sums secured by this Mortgage (whether by payment or forgiveness), Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

*CAM SM*

5. MODIFICATION OF FIRST MORTGAGE LOAN DOCUMENTS. The Lender consents to any agreement or arrangement in which Senior Lien Holder waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provisions requiring the payment of money.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower: Christopher A Uhrich  
Christopher A Uhrich

Borrower: Sarah M Monie  
Sarah M Monie

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Hall )

The foregoing instrument was acknowledged before me on this 28th day of September, 2012, by Christopher A Uhrich, a single person and Sarah M Monie, a single person

Roberta L Reed  
Notary Public **Roberta L Reed**

(seal)

My Commission Expires: 07/30/2014

