



MTG 2005015303



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/10/2005 08:55:48.65



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#15 468051

OPEN END MORTGAGE

DAVID E. DOLL PROPERTIES LLC,

whether one or more, in consideration of THIRTY FIVE THOUSAND AND NO/100 here, called the mortgagor (\$35,000.00) - - - - Dollars loaned to said mortgagor, does mortgage to METROPOLITAN BUILDING AND LOAN ASSOCIATION, of Omaha, Nebraska, its successors and assigns, the following described real estate in Douglas County, Nebraska:

The West 1/2 of Lot Five, and the East 1/2 of Lot Six, except there from the West 20 feet of Said East 1/2 of Lot 6, Block 10, Bensoncrest, an Addition to the City of Omaha, as surveyed, platted and recorded. (a/k/a 6211 Sprague Street., Omaha, Nebraska.)

and all easements and appurtenances together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, water, light, power, refrigeration, ventilation, or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including, but not limited to, screens, window shades, storm doors and windows, carpeting and other floor coverings, screen doors, in-a-door beds, awnings, stoves, refrigerators, and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not). The Association is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Association, its successors and assigns, forever.

Mortgagor hereby covenants with said Association, its successors and assigns, that mortgagor is lawfully seized of said premises, that they are free of encumbrances, and that mortgagor will forever warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS GIVEN TO SECURE: (1) The payment of a note executed by mortgagor to the Association bearing even date herewith in the principal sum as set forth above, which note, principal and interest, is payable in monthly installments according to its terms. (2) Any additional advances made by the Association to mortgagor, or mortgagor's successor in title, for any purpose, at the option of the Association, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of THIRTY FIVE THOUSAND AND NO/100 - - - - (\$35,000.00) - Dollars; provided that nothing herein contained shall be considered as limiting the amount that be secured hereby when advanced to protect the security or in accordance with covenants contained in this mortgage.

Provided, nevertheless, these presents are upon the following conditions: that whereas, the said David E. Doll, Manager of David E. Doll Properties LLC, is a

member of said Association, has executed a note in writing to said Association to repay said sum of money, with interest, in payments as set forth in said note, and any and all additional advances, with interest, and has agreed to abide by the Constitution and By-Laws of said Association, and rules and regulations adopted by its Board of Directors; and agreed and do hereby agree to pay all taxes and assessments on said mortgaged property and on this mortgage, or the debt secured hereby, before they become delinquent, and to keep the improvements on said premises insured against loss (from fire, lightning and other hazards included in the standard Extended Coverage Endorsement) in an amount equal to the unpaid balance of indebtedness secured hereby, with loss, if any, payable to said Association, in a company or companies acceptable to the Association; and that the Association may pay such taxes and assessments, procure and pay for such insurance, or pay and remove any statutory lien from said premises upon failure of mortgagor to do so, and all monies so advanced with interest at the maximum lawful contract rate then permitted on any advancements made by the Association in accordance with the provisions of the Mortgage referred to herein from the date of such payment shall be repaid by mortgagor upon demand, and shall be secured by this mortgage.

Now if said mortgagor shall pay or cause to be paid said sums of money when due as set forth in said note and in this instrument, and any additional advances made, with interest, as herein provided, and shall also have paid all other indebtedness secured by this mortgage and shall have faithfully and fully kept and performed each and all of the covenants and agreements herein contained, then this conveyance shall be null and void, otherwise it shall remain in full force and effect

If default shall be made in the payments due on said note, or additional advance agreement, in an amount equal to three monthly payments; or in keeping the improvements on said premises insured as aforesaid, with loss, if any, payable to said Association; or in payment of taxes or assessments of any nature upon said premises or this mortgage or indebtedness secured thereby, before the same become delinquent, or in the event the mortgagors should sell or dispose of said premises, or title thereto should otherwise become vested in persons other than the mortgagors; then the whole indebtedness hereby secured shall thereupon or at any time thereafter, at the option of the Association, become immediately due and collectible without further notice and this mortgage may then be foreclosed to recover the same, with interest thereon, at the maximum lawful contract rate then permitted.

Provided further that in the event of default in the performance of any of the terms and conditions of this mortgage on the part of the mortgagor, the Association shall be entitled to the immediate possession of the premises above described, together with all the rent, revenues and income to be derived therefrom, and said Association may, in its discretion, use the rents so far as it deems necessary for the purpose of making repairs upon the premises, and for the payments of insurance premiums, taxes and assessments upon said premises, and for necessary expenses incurred in renting said premises and collecting rents therefrom, and to apply on said note and future advance agreement, until the indebtedness secured is fully paid; but said Association shall in no case be liable for the failure to procure tenants, to collect rents, or to prosecute actions to recover possession of said premises.

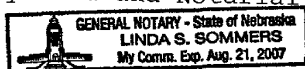
Executed this 31st day of January, 2005.

David E. Doll Properties LLC by: [Signature] David E. Doll, Manager

State of Nebraska ss County of Douglas

On this 31st day of January, 2005, before me, a Notary Public in and for said County, personally came the above named David E. Doll, Manager of David E. Doll Properties LLC, to me well known to be the identical person whose name is affixed to the above mortgage as grantor and he severally acknowledged the said instrument, and the execution thereof, to be his voluntary act and deed.

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



[Signature] Notary Public

My commission expires on the ___ of ___, 20__.

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