

DEED INDEX: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

MORTGAGE INDEX: \_\_\_\_\_

ABSTRACT: \_\_\_\_\_

PLAT \_\_\_\_\_

TITLE: JA- \_\_\_\_\_

LEGAL: L7S 405 706/W

DATE DUE: \_\_\_\_\_

W 108.60' L3 BOCA WA WEST  
A SUB W SW NEA BECA

PROPERTY ADDRESS: WEST TOWNSHIPS

OWNERS: \_\_\_\_\_

COMPUTER LEGAL: \_\_\_\_\_

SINCE: \_\_\_\_\_

DEED INDEX

BOOK/PAGE DATE INST. DEED INFORMATION (EASE/GOV)

~~TX~~ 5-15 11/6/88 PART Bella West

~~TX~~ 39-688 11/2/88 COV

~~HO~~ 493 6/9/88 M76 NSVCA PRL

~~182-557~~ 3/11/89 M76 NSVCA PRL

~~TX~~ 41-263 14/5/89 MODIF RE: 39-688

~~790-3374~~ 10/10/91 M76 NSVCA

~~791-289~~ 2/2/92 REC 180-493 & 182-537

~~TX~~ 147-565 16/3/92 WD BOCA WA

~~TX~~ 45-382 13/1/92 EASE OPPO

~~44-43~~ 15/9/92 OCS PRL

~~A~~ 45-544 15/8/92 PARTS 1ST OF DASH DON LOTS REC 07 192-3142

~~191-3263~~ 16/9/92 M76 1ST DASH M.L. W. REC

~~791-3764~~ 15/9/92 BOA DON LOTS REC 07 192-3142

~~\*~~ 148-1888 26/7/93 WD BOCA WA

MORTGAGE INDEX DATE INST. MORTGAGE INFORMATION (REL)

~~7~~ 792-3440 20/7/93 M76 RE: W/1086/L3 & All Rec Rel. 08-204/9992

~~792-3142~~ 20/7/93 PARTS 191-3762

~~792-3141~~ 20/7/93 O-1/REC 191-3763

~~4-43~~ 26/7/93 O-1/NOT 4-43

~~794-1658~~ 20/6/95 REC 191-3763

~~4-43~~ 25/6/95 REC 4-43

~~49-401~~ 19/7/96 SID OCS 244 OLO

~~\*~~ 157-1206 11/7/82 REC 8-RMAN

~~\*~~ 157-1207 11/7/82 COO 8-RMAN

~~160-1223~~ \_\_\_\_\_ E 41.2' L3

~~\*~~ 160-1224 23/5/95 WD COMME SSM. COM

~~809-2092~~ 22/5/95 OCS 13000 REC

~~TX~~ 8-83 12/9/85 PART BOCA WA WEST TOWNSHIPS

Com on 2



(Bellemeadows) 475 4th & W 109.6' L3 Bldg west  
Bell's West Townhomes

THURST SEVEN, INC. NW → 3/17/73

NO SEARCH

BUCARTE, INC. NW → 7/2-73

NO SEARCH

Bk 20/12

BORAGE INVESTMENT COMPANY NW → 5/24/55

CP AT 1

8/38-177 BK SET OTHER SEARCH ON NO SEARCH Cases of Personal

OK 52-292 NO OTHERS & ON 7/20/53 and losses w/ names

OK 33-122 } OK ON OLD SEARCH BORAGE IS PPL, Judge for PPL,  
OK 45-287 } Case dis w/ Personal PPL master

COMMERCIAL SERVICE CORPORATION NW → 7/11/54

ON COMP

CP AT 1

EST. of Lloyd J. Kelly BK 9-3/2 AT 8/7/91-5B

7/10/58 Copy Co. (house) Lloyd J. Kelly died Sept 4, 1981.

Will gives all to spouse Marjorie M. Kelly  
+ 9 Mes for sep. authority to sell  
Marjorie M. Kelly signed Pans Rep.  
NO discharge as of 9/19/91

DEED TAKE-OFFS

LEGAL: LOTS 1, 2 & 3 IN BLOCK WEST

TA# BACKGROUN

A SWAN ASPEN IN SCN

TYPE OF DEED: WD GRANTOR: THURST SEUBNY, INC. (CS)  
~~MARRIAGE STATUS~~

BOOK 147 By ALICE ALTMAN, PRES

PAGE 565 GRANTEE: BOCCACCIO, INC. J.T. T.C.

DATED 3/7/82

FILED 3/16/82 FREE EXCEPT: \_\_\_\_\_

TIME 1:45 ~~IT IS...~~ IT BEING...

ACK. O.K. IN DUE FORM

THE FOLLOWING DEEDS ARE FILED LOTS 4 & 5 & 6 IN 128-6'23

TYPE OF DEED: CWD GRANTOR: BOCCACCIO, INC. (CS) MARITAL STATUS

BOOK 149 By ROBERT S. WICK, PRES

PAGE 1888 GRANTEE: BOCCACCIO INVESTMENTS J.T. T.C.

DATED 6/27/73 CORPANY A PARTNERSHIP

FILED 7/26/73 FREE EXCEPT: \_\_\_\_\_

TIME 12:10 ~~IT IS...~~ IT BEING...

ACK. O.K. IN DUE FORM

TYPE OF DEED: QCN GRANTOR: MARTINIE M. KELLY, PERSONAL REPRESENTATIVE

BOOK 157 SENATIVE OF THE ESTATES OF LEON J. KELLY

PAGE 1206 GRANTEE: MICHAEL M. \_\_\_\_\_ J.T. T.C.

DATED 5/17/82 SONMAN

FILED 7/1/82 FREE EXCEPT: \_\_\_\_\_

TIME 3:52 ~~IT IS...~~ IT BEING...

ACK. ~~IT IS...~~ IN DUE FORM  
Signature by Anthony Kelly and wife w/son and n/2/82 but no seal

TYPE OF DEED: QCO GRANTOR: MARTINIE M. KELLY, \_\_\_\_\_ WIDOW MARITAL STATUS

BOOK 157

PAGE 1207 GRANTEE: MICHAEL M. SONMAN J.T. T.C.

DATED 5/17/82

FILED 7/1/82 FREE EXCEPT: \_\_\_\_\_

TIME 3:57 ~~IT IS...~~ IT BEING...

ACK. O.K. IN DUE FORM  
Signature by Sonman as 157-1206 but this one has no seal

147-565

THIS INDENTURE, Made this 7th day of March A. D. 1972, Between Three Seventy, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Nebraska party of the first part, and Bocage, Inc.

of the County of Douglas and State of Nebraska paid \$90 of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of the sum of (10.00) Ten Dollars and other good and valuable consideration XXXXXXXXXX

in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said parties of the second part, the following described premises, situated in SARPY County, and State of Nebraska, to-wit:

All of Lots One(1), Two(2), Three(3), Four(4), Five(5), Six(6), Seven(7), Fifty-Four(54), and Fifty-Five(55),  
in BELLA WEST, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

NEBRASKA DOCUMENTARY  
STAMP TAX

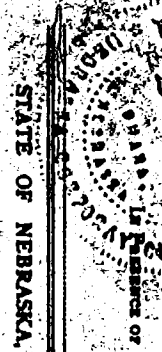
FILED FOR RECORD 3-16-72 AT 1:45 PM IN BOOK 147 OF Records 545 MAR 10 1972  
PAGE 565 Paul & Hilbert REGISTER OF DEEDS, SARPY COUNTY NEB. \$ 33.35 BY du

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances therunto belonging unto the said Three Seventy, Inc.  
And the said Three Seventy, Inc.

for itself or its successors, do hereby covenant and agree to and with the said party of the second part and their heirs and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance, but subject to covenants, conditions, restrictions, and assessments of record; real estate taxes due and payable, and all special assessments with interest thereon, of record, and does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

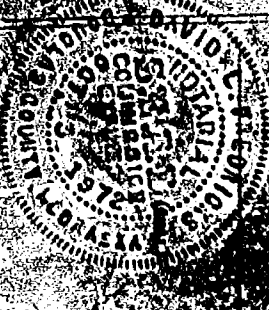
IN WITNESS WHEREOF, said Three Seventy, Inc. has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 7th day of March 1972

By [Signature] President  
Attest: [Signature] Secretary



County of Douglas State of NEBRASKA }  
Notary Public Allick Altman On this 7th day of MARCH A. D. 19 72  
duly commissioned and qualified in and before me, a

for said County, personally came the above named Kenneth A. Ohlinger Secretary of Three Seventy, Inc.



[Signature] Notary Public

015150

213

1986-5/10 P. 512-50  
1440-1888

# CORPORATION WARRANTY DEED

The grantor Bocage, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Nebraska  
in consideration of One Dollar and other valuable consideration  
received from grantee, does grant, bargain, sell convey and confirm unto Bocage Investment  
Company, a partnership

herein called the grantee whether one or more, the following described real property in  
Sarpay, County, Nebraska:

The West 108.6 feet of Lot 3,  
together with Lots 4 and 5 in  
Bella West, a subdivision lo-  
cated in the Southeast Quarter  
of Section 32, Township 14  
North, Range 13 East of the  
6th P. M., Sarpay County, Nebraska.

FILED FOR RECORD *1st Edition* IN BOOK 48 of *Deeds* 3.75  
FILED *1899 Carl & Hillocks* REGISTER OF DEEDS, SARPAY COUNTY, NEB.

NEBRASKA DOCUMENTARY  
STAMP TAX  
JUL 26 1973  
\$ 52.50 BY *Dee*

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated June 27, 1973

Bocage, Inc.  
By *[Signature]* President  
Robert S. Nogs

STATE OF NEBRASKA, County of Douglas.....Douglas.....  
Before me, a notary public qualified in said county, personally came

Robert S. Nogs

President of

Bocage, Inc.

a corporation,  
known to me to be the President and identical person who signed 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 said corporation and that its corporate seal was thereto affixed by its authority.

6-27-1973

WITNESSES AND  
R. M. ANDREWS  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
September 8, 1976

Notary Public  
*[Signature]*  
My commission expires *1029057*

192-3140



OPEN END MORTGAGE  
CONSTRUCTION-INDIVIDUAL  
NON-ASSUMABLE  
Form No. 563 (Rev. 10-70)

Loan Number 4936 — 3 — 18  
Branch \_\_\_\_\_  
Type \_\_\_\_\_

**M O R T G A G E**

THIS MORTGAGE, made and executed this 29 day of JUNE A. D. 1973, between

Bocage Investment Company, A PARTNERSHIP

of Omaha (Bellevue) County of Sarpy State of Nebraska hereinafter referred  
to as the Mortgagor, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, Nebraska, its successors  
and assigns, hereinafter referred to as Mortgagee.

WITNESSETH: That the said Mortgagor, for and in consideration of the sum of

THREE HUNDRED EIGHTY THOUSAND AND NO/100----- (\$ 380,000.00 ) Dollars,  
paid by said Mortgagee, does hereby sell and convey unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF  
LINCOLN, Nebraska, as Mortgagee, its successors and assigns, the following described Real Estate, situated in the County of

Sarpy State of Nebraska to-wit:

The West 108.6 feet of Lot Three (3), all of Lots Four (4) and  
Five (5), in Bella West, A Subdivision in Sarpy County, Nebraska

FILED FOR RECORD 7-26-73 AT 12:10 P.M. BOOK 192 OF MORTGAGE 12 75  
PAGE 3140 Carl & Hillocks REGISTER OF DEEDS, SARPY COUNTY, NEB

TO HAVE AND TO HOLD the above described premises for the uses herein set forth and to secure performance of the  
obligations contained herein, together with all buildings, improvements, fixtures and appurtenances and all easements thereunto  
belonging, and it is mutually covenanted and agreed by and between the parties hereto that all plumbing, gas, electric and  
mechanical fixtures, appliances, equipment, machinery and apparatus, floor covering, storm windows and screens, and such other  
goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfinished building, simi-  
lar to the one now or hereafter on said premises, which are or shall be attached to said building in any manner whatsoever, are  
and shall be deemed to be fixtures and an accession to the freehold and a part of the realty, as between the parties hereto, their  
heirs, executors, administrators, successors or assigns, and all persons claiming by, through or under them, and shall be deemed  
to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

PROVIDED ALWAYS, and these presents are executed and delivered upon the following conditions, agreements and  
obligations of the Mortgagors, to-wit:

The Mortgagor agree to pay to the Mortgagee, or order, the principal, sum of THREE HUNDRED EIGHTY  
THOUSAND AND NO/100----- (\$ 380,000.00 ) Dollars.

pays the as provided in a note executed and delivered concurrently herewith, the final payment of principal, if not sooner paid,  
on the 1st day of AUGUST 1988

2029058

192-3140A

THIS MORTGAGE IS ALSO TO BE AND CONTINUE TO BE, FROM TIME TO TIME, SECURITY FOR THE PAYMENT OF SUCH SUM OR SUMS OF MONEY AS THE MORTGAGEE MAY FROM TIME TO TIME IN THE FUTURE ADVANCE TO THE MORTGAGOR, AND EVIDENCED BY A SUPPLEMENTAL NOTE OR NOTES, BUT THE TOTAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED ONE HUNDRED TWENTY (120) PER CENT OF THE AMOUNT NOW OWING, EXCEPT FOR ANY ADVANCES THAT MAY BE MADE TO PROTECT THE SECURITY IN ACCORDANCE WITH THE TERMS OF THIS MORTGAGE.

**THE MORTGAGOR FURTHER COVENANTS AND AGREES:**

That the Mortgagor will pay the indebtedness as hereinbefore provided.

That the Mortgagor is the owner of said property in fee simple and has good right and lawful authority to sell and convey the same and that the same is free and clear of any lien or encumbrance; and that Mortgagor will warrant and defend the title to said premises against the claims of all persons whomsoever.

To pay immediately when due and payable all general taxes/special taxes, special assessments, water charges, sewer service charges, and other taxes and charges against said property, and all taxes levied on the debt secured hereby, and to furnish the Mortgagor, upon request, with the original or duplicate receipts therefor. The Mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby an amount estimated by the Mortgagor to be sufficient to enable the Mortgagor to pay, as they become due, all taxes, assessments, and similar charges upon the premises subject thereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagor upon demand by the Mortgagor. Any default under this paragraph shall be deemed a default in payment of taxes, assessments, or similar charges required hereunder.

The Mortgagor agrees that there shall also be added to each monthly payment of principal and interest required hereunder an amount estimated by the Mortgagor to be sufficient to enable the Mortgagor to pay, as it becomes due, the insurance premium on any insurance policy delivered to the Mortgagor. Any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagor upon demand by the Mortgagor. Any default under this paragraph shall be deemed a default in the payment of insurance premiums. If the policy or policies deposited are such as homeowners or all risk policies, and the deposits are insufficient to pay the entire premium, the Mortgagor may apply the deposit to pay premiums on risks required to be insured by this mortgage.

Payments made by the Mortgagor under the above paragraphs may, at the option of the Mortgagor, be held by it and commingled with other such funds or its own funds for the payment of such items, and until so applied, such payments are hereby pledged as security for the unpaid balance of the mortgage indebtedness.

To procure, deliver to, and maintain for the benefit of the Mortgagor during the life of this mortgage original policies and renewals thereof delivered at least ten days before the expiration of any such policies, insuring against fire and other insurable hazards, casualties, and contingencies as the Mortgagor may require, in an amount equal to the indebtedness secured by this Mortgage, and in companies acceptable to the Mortgagor, with loss payable clause in favor of and in form acceptable to the Mortgagor. In the event any policy is not renewed on or before ten days of its expiration, the Mortgagor may procure insurance on the improvements, pay the premium therefor, and such sum shall become immediately due and payable with interest at the rate set forth in said note until paid and shall be secured by this mortgage. Failure on the part of the Mortgagor to furnish such renewals as are herein required or failure to pay any sums advanced hereunder shall, at the option of the Mortgagor, constitute a default under the terms of this mortgage. The delivery of such policies shall, in the event of default, constitute an assignment of the unearned premium.

Any sums received by the Mortgagor by reason of loss or damage insured against may be retained by the Mortgagor and applied toward the payment of the debt hereby secured, or, at the option of the Mortgagor, such sums either wholly or in part may be paid over to the Mortgagor to be used to repair such buildings or to build new buildings in their place or for any other purpose or object satisfactory to the Mortgagor without affecting the lien on the mortgage for the full amount secured hereby hereof such payment over took place.

To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, to keep said premises in good condition and repair and free from any mechanic's lien or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to permit waste on said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable, nor to diminish or impair its value by any act or omission to act, to comply with all requirements of law with respect to the mortgaged premises and the use thereof.

That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or under the right of eminent domain, or in any other manner, the Mortgagor shall be entitled to all compensations, awards, and any other payment or relief therefor and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds are hereby assigned to the Mortgagor, who may, after deducting therefrom all its expenses, release any moneys so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as the Mortgagor may require.

That in case of failure to perform any of the covenants herein, the Mortgagor may do on the Mortgagor's behalf everything so covenanted; that the Mortgagor may also do any act it may deem necessary to protect the lien thereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagor for any of the above purposes, and such moneys together with interest thereon at the rate provided in said note shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any moneys for any such purpose nor to do any act hereunder; and that Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

In the event of the default by Mortgagor of the payment of any installment, as required by the Note secured hereby, or in the performance of the obligation in this mortgage or in the note secured thereby, the Mortgagor shall be entitled to declare the debt secured hereby due and payable without notice, and the Mortgagor shall be entitled at its option, without notice, either by itself or by a receiver to be appointed by the court thereof, and without regard to the adequacy of any security for the indebtedness secured hereby, to enter upon and take possession of the mortgaged premises, and to collect and receive the rents, issues and profits thereof, and apply the same, less costs of operation and collection, upon the indebtedness secured by this mortgage; said rents, issues and profits being hereby assigned to the Mortgagor as further security for the payment of all indebtedness secured hereby.

The Mortgagor shall have the power to appoint any agent or agents it may desire for the purpose of repairing said premises, renting the same, collecting the rents, revenues and income, and it may pay out of said income all expenses incurred in renting and managing the same and of collecting the rents and income therefrom. The balance remaining, if any, shall be applied toward the discharge of the mortgage indebtedness. This assignment is to terminate and become null and void upon release of this mortgage.



192-3140B

The Mortgagee may collect a "late charge" not to exceed Five Cents (.05) for each dollar (\$1.00) of each total monthly payment more than 15 days in arrears to cover the extra expense involved in handling delinquent accounts.

If is further agreed that in case any suit is begun to foreclose this mortgage, the Mortgagee, its representatives or assigns, shall at once be entitled to the possession of said premises, and upon application therefor, the court in which such action shall be brought or any judge of such court, either in term, time or vacation, is hereby authorized to appoint a receiver to take possession of said premises, or to collect the rents therefrom, and to do and perform such other acts as may be required by the order of the court making the appointment; and said Mortgagee hereby waives any notice of such application, and consents to the appointment of a receiver upon the production of this mortgage, without other evidence.

It is expressly agreed and understood that the Mortgagor shall proceed with the construction of a building on said premises with all reasonable dispatch, and due diligence and shall pay for any and all extras or modifications that he may make in said building, direct to the Mortgagee to be disbursed, together with the money loaned or advanced by said Mortgagee in connection with this loan. And it is further agreed and understood that if the construction of said building be, at any time, discontinued or not carried on with reasonable dispatch in the judgment of the Mortgagee, the Mortgagee or any holder of the said note and Mortgagee may purchase materials and employ workmen to protect said building, so that the same shall not suffer from depreciation or the weather, or to complete said building, so that it may be used for the purposes for which it is designed, under the said plans and specifications; that all the sums so paid, or expended, shall be deemed to be advances to the Mortgagee; and secured by the said note and mortgage and may be applied, at the option of the said Mortgagee, or any holder of said note and mortgage to any advances thereafter becoming due. But in no event shall the Mortgagee be liable in any way to complete said building or to pay for the costs of construction beyond the advances expressly agreed and understood that if the Mortgagor shall fail to complete said building in accordance with the agreements, blue prints and specifications filed in connection with this loan or shall neglect, fail or refuse to pay for the costs and expenses in connection therewith, or shall fail in any other of the covenants herein set forth, then, at the option of the Mortgagee or of the holder of the note and mortgage herein referred to, the Mortgagee may declare said loan to be in default and the entire amount loaned shall immediately become due and payable and the property herein referred to shall be security for all of the advances and expenses incurred and made by the Mortgagee in connection with this provision.

Without limiting the generality of the foregoing, the Mortgagee shall have the right to declare that default has been made and the entire indebtedness hereunder to be due and payable at once upon the happening of any one of the following conditions:

- (a) The filing of any lien against the property, whether claimed to be prior to the first mortgage or subject thereto;
- (b) The entry of any judgment against the Mortgagor;
- (c) The failure to comply strictly with zoning regulations; the provisions of the city building code, or if any stop order is issued by public authorities;
- (d) Any misstatement in the loan application;
- (e) Any material change in the plans and specifications not first approved in writing by the Mortgagee;
- (f) If work be delayed or suspended for a period of thirty (30) days without cause satisfactory to the Mortgagee, or should the Mortgagor fail to cause work to be prosecuted vigorously.

If the Mortgagee declares the loan to be in default under any provisions of this provision, the Mortgagee shall be under no obligation to advance any further moneys hereunder either for payment of work performed and materials already furnished, or those to be furnished later by the Mortgagor.

It is understood and agreed that the Mortgagor will use all advances made under this mortgage to erect a building on said premises in accordance with the plans, specifications and general agreements filed in connection therewith, and heretofore approved by the Mortgagee.

It is understood and agreed that all materials delivered upon said premises for the purpose of being incorporated in the building shall be considered a part of the building.

Mortgagee agrees to make advances under this loan for the construction of said building from time to time as agreed between the parties hereto.

AND IT IS EXPRESSLY AGREED AND UNDERSTOOD that said advances shall be paid only when in the judgment of the Mortgagee all work usually done at the stage of construction when the advance is made payable shall have been done in a good and workmanlike manner, and all materials and fixtures usually furnished and installed at that time shall have been furnished and installed; but the Mortgagee may advance parts, or the whole, of any installments before they become due, if the Mortgagee shall believe it advisable to do so, and all such advances or payments shall be deemed to have been made in pursuance of this agreement; nothing, however, in this agreement shall be construed as a determination of the quality of the work, labor or materials furnished by the Mortgagor or contractor and the Mortgagee shall be under no duty or obligation to make such determination.

The Mortgagee shall be subrogated to all of the rights, privileges, priorities, and equities of any lienholder whose lien may have been discharged from the proceeds of this loan, or by any funds hereby paid or furnished by the Mortgagee.

IT IS EXPRESSLY AGREED that if the Mortgagor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily, or involuntarily, without written consent of the Mortgagee being first had and obtained, Mortgagee shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable without notice, and said debt shall thereupon become absolute. If the ownership of the mortgaged property becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured as with the Mortgagor, and may forebear to sue or may extend time for the payment of the debt hereby secured without discharging or in any way affecting the liability of the original Mortgagor hereunder or upon the debt secured.

In this instrument the singular includes the plural and the masculine includes the feminine and the neuter and this instrument shall be binding upon the undersigned, his heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal, the day and year first above written.  
In the presence of: BOCCAGE INVESTMENT COMPANY, A PARTNERSHIP

By: [Signature]  
Michael M. Erman, Partner  
By: [Signature]  
Robert Nogs, Co-Partner  
By: [Signature]  
Michael M. Erman, Partner  
By: [Signature]  
Robert Nogs, Co-Partner

TRIPLE B INVESTMENT COMPANY, PARTNER  
By: [Signature]  
Robert Nogs, Co-Partner

192-31400

STATE OF NEBRASKA }  
Douglas County, } ss.

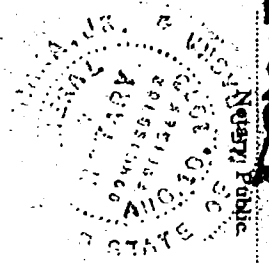
On this 29 day of August, 1973, before me, the undersigned, a Notary Public, in and for said County, personally came \* (SEE BELOW)

personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, as mortgagors, and each acknowledged said instrument to be his or her voluntary act and deed.

Witness my hand and notarial seal at Omaha, Nebraska the date last above written.

*E. S. Erman*

My commission expires Aug 18, 1973



\* BOCCAGE INVESTMENT COMPANY, A PARTNERSHIP

By: Michael M. Erman, Partner By: Joseph A. Erman, Partner

By: Triple B. Investment Company, Partner By: Lloyd J. Kelly, Partner

By: Robert Mogg, Co-partner

STATE OF \_\_\_\_\_  
County \_\_\_\_\_

Entered on numerical index and filed for record in the Register of Deeds Office of said County the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M. and recorded in Book \_\_\_\_\_ of Mortgages at page \_\_\_\_\_ as Instrument No. \_\_\_\_\_ Reg. of Deeds \_\_\_\_\_ Deputy

When recorded to be returned to the  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN

12 1/2% Notary Stamp  
 1.50 Notary Fee  
RETURN TO:  
FIRST FEDERAL LINCOLN  
P.O. BOX 6373  
ELMWOOD PARK STATION  
OMAHA, NEBR. 68106