

COUNTY FILED

The Huffman General Supply House, Lincoln, Nebr.

KNOW ALL MEN BY THESE PRESENTS:

Fee 15⁰⁰ - 707

THAT I or WE, NEW SUNDEL PLAZA, LTD., a Nebraska Limited Partnership (Mortgagor) of Douglas County and State of Nebraska, in consideration of the sum of One Hundred Thousand and No/100 (\$100,000.00)----- DOLLARS

in hand paid, do hereby SELL and CONVEY unto Ralph W. Andersen and Mina G. Andersen, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of Douglas County, and State of Nebraska (mortgagee), situated in Pottawattamie County, and State of Iowa the following described premises

See Exhibit "A" attached hereto.

STATE OF IOWA, Pottawattamie County
Filed for record the 17 day of July
1971 at 11:05 o'clock AM and recorded
in book 92 page 1453

John Scortino
Deputy Recorder

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 thereunto belonging unto the said mortgagee or mortgagees and to his, her or their heirs and assigns, forever, provided always, and these presents are upon the express condition that if the said mortgagor or mortgagors, his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee or mortgagees and to his, her or their heirs, executors, administrators or assigns, the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars

~~XXXXXX~~, payable ~~XXXXXXXXXXXX~~

with interest thereon at 10 per cent per annum, payable monthly ~~annually~~ according to the tenor and effect of the one promissory note ~~XXXXXXXXXXXXXXXXXXXX~~ of said Mortgagors, bearing even date with these presents, and shall pay all taxes and any interest on, or maturing installments of principal, due on any prior mortgage and assessments levied upon said real estate and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent and keep the buildings on said premises insured for the sum \$ 520,000.00, less, if any, payable to such first mortgagees or this mortgagee, or both, then these presents be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes and such interest on, or maturing installments of principal, due on any prior mortgage and procure such insurance, then this mortgagee may pay such taxes and such interest on, or maturing installments of principal, due on such prior mortgage and procure such insurance; and the sum so advanced with interest at nine per cent shall be paid by said mortgagor, and this mortgage shall stand as security for the same. (2) That a failure to pay any of said money, either principal or interest on this or any prior mortgage, when the same becomes due or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectable at once at the option of the mortgagee.

IT IS FURTHER AGREED That said mortgagee, pending foreclosure of this mortgage and after decree and pending stay thereon or appeal therefrom and pending sale of premises mortgaged, may pay such taxes and maturing interest or maturing installments of principal, on prior mortgages, procure such insurance and such sums shall be added to the amount due on decree and upon confirmation of sale by the court ordered taken out of proceeds of sale; or if redeemed during stay, appeal or sale, such amounts shall be collected the same as though it were a part of such decree.

Signed this 29th day of May, 1971

XXXXXXXXXXXX

NEW SUNDEL PLAZA, LTD.

Ralph W. Andersen General Partner
Mina G. Andersen General Partner

CONFIDENTIAL

STATE OF Nebraska }
Douglas County } ss.

On this 29th day of May 1991, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ralph W. Andersen and Mina G. Andersen as General Partners on behalf of New Sundel Plaza, Ltd. a Nebraska Limited Partnership

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.



Megan A. Anderson Notary Public

My Commission expires the 12th day of April 1994

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

My Commission expires the day of, 19.....

92 1454

SECOND REAL ESTATE MORTGAGE

FROM

| STATE | Ent record count | and filed for Deeds of said | and recorded in Book Mortgages | County Clerk | Deputy |
|----------|------------------|-----------------------------|--------------------------------|--------------|--------|
| Nebraska | 07-17-91 | 1 * 15.00 | 1 0 | | |
| | | | * 15.00 | | |
| | | | 11-37 | | |
| | | | 001-6951A | | |

The Huffman General Supply House, Lincoln, Nebr.
Ralph Andersen
7606 Omaha Ave
Omaha Ne 68132

CONFIDENTIAL

EXHIBIT "A"

Parcel 1:

Lots 1, 2, 3, 4 and the East 39 feet of Lot 5 and the South 40 feet of Lots 6 and 7 in Block 1 in Street's Addition to Council Bluffs, Pottawattamie County, Iowa

Lots 1, 2, 3 and 6 in Block 3 in Cochran's Addition to Council Bluffs, Pottawattamie County, Iowa

The East Half of the vacated North and South alley adjoining Lots 1, 2, and 3, in Block 3 in Cochran's Addition to Council Bluffs, Iowa, on the West and the West Half of said vacated alley adjoining Lot 6 in said Block 3 on the East.

The vacated alley between Block 1 in Street's Addition and Block 3 in Cochran's Addition to Council Bluffs, Iowa, abutting the South property lines of Lots 1, 2, 3, 4 and the East 39 feet of Lot 5, and the South 40 feet of Lots 6 and 7 in Block 1 in Street's Addition and which abutts the North property lines of Lots 1 and 6 and the vacated alley between said Lots in Block 3 in Cochran's Addition.

Parcel 2:

The South 40 feet of the West 5 feet of Lot 5, in Block 1, in Street's Addition to Council Bluffs, Pottawattamie County, Iowa

The North Half of the vacated alley between Block 1 in Street's Addition and Block 3 in Cochran's Addition to Council Bluffs, Iowa, abutting the South property line of the South 40 feet of the West 5 feet of Lot 5, in Block 1 in Street's Addition to Council Bluffs, Pottawattamie County, Iowa.

92 1455