

KNOW ALL MEN BY THESE PRESENTS that G & D Skeet's Trucking, Inc., a Nebraska Corporation

of Cass County, and State of Nebraska, in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00) DOLLARS in hand paid, do hereby SELL and CONVEY unto Clair Dale Spencer and Marlene A. Spencer, husband and wife, as joint tenants;

of Cass County, State of Nebraska the following described premises situated in Cass County, and State of Nebraska, to wit:

All of Lots 181 and 182 and part of Lot 180, described as follows: Beginning at the Southeast Corner of said Lot 180 and running thence West along the South side of said Lot 180, 60.0'; thence North 1.0'; thence East 60.0'; thence South 1.0' to the place of beginning, all in the Village of Louisville, Cass County, Nebraska, according to the recorded and published plat thereof.

The Mortgagees shall have a second mortgage over said premises subject to the purchase-money mortgage in favor of Home State Bank or any other bank or financial institution who lend the Mortgagees funds relating to said premises. Mortgagees accept this conveyance and agree to remain in a second position.

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 thereto belonging, unto the said mortgagee(s) and his, her or their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagee(s), his, her or their heirs, executor, administrators or assigns shall pay or cause to be paid to the said mortgagee(s), his, her or their heirs, executor, administrators or assigns, the principal sum of \$ (25,000.00) payable as follows, to wit:

Per terms of promissory note of even date,

with interest according to the tenor and effect of the mortgage within promissory note bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate, and all other taxes, levies and assessments levied upon this mortgage or the use which this mortgage is given to secure, before the same become delinquent, and keep the buildings on said premises insured for the sum of \$ 25,000.00 less, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagee shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at 10% of said money, either principal or interest, when the same become due, or a failure to comply with any of the foregoing agreements, shall give the whole sum of money herein recited to become due and collectible at once at the option of the mortgagee.



\_\_\_\_\_, Secretary of

December 1, 1992  
G & D Skeet's Trucking, Inc.

*Gary A. Read*  
President  
*Marlene A. Spencer*  
Secretary

The foregoing instrument was acknowledged before me \_\_\_\_\_ December 1, 1992  
by Gary A. Read as President and Diane L. Read, as Secretary of G & D Skeet's Trucking, Inc., a Nebraska Corporation

*[Signature]*  
Notary Public

