

#170

FILED FOR RECORD 2-13-95 AT 9:00 A M.
IN BOOK 2164 OF Mtg PAGE 497
REGISTER OF DEEDS, CASS CO., NE Particulars Missing
Doc #170 \$15.50 COMPARED

Do not write/type above this line. For filing purposes only.

Farm Credit Services

**ADDENDUM TO TRUST DEED OR MORTGAGE
(FOR USE UNDER THE NEBRASKA FARM HOMESTEAD PROTECTION ACT)**

In accordance with the provisions of the Nebraska Farm Homestead Protection Act, Neb. Rev. Stat. Sections 76-1901, et. seq., as a preface to the execution, and as a part of the following Trust Deed, the undersigned Trustor(s) being first duly sworn, makes the election marked below:

CHOOSE ONLY ONE:

A. Disclaim the Right to Designate a Homestead.

I/We disclaim the right to designate a homestead on the property described in the following Trust Deed. No part of my/our homestead is presently, or in the future will be, situated upon said real estate. I/We understand that if I/we establish a homestead on any part of the real estate during the time the Trust Deed remains unsatisfied and a lien on the real estate, I/we shall have no right to make a designation of homestead in the event of a Trustee's sale.

B. Waive the Right to Designate a Homestead.

I/We understand that I/we have the right to make a designation of homestead in the following Trust Deed. The execution of this Waiver constitutes a waiver of rights otherwise available to me/us for the purpose of affording me/us the opportunity to retain my/our homestead in the event of a default upon the Trust Deed.

C. Designate a Homestead.

I/We hereby designate the following described portion of the real estate described in the following Trust Deed as my/our homestead:

Further, I/we upon oath state and represent that: (1) one or more of us reside in a dwelling house located upon the homestead; (2) all appurtenances to the dwelling and an adequate supply of potable water and an adequate system of sewage disposal exist upon the homestead; (3) both the water supply and sewage disposal system are located entirely upon the designated homestead and neither will require access to nor an easement across any part of the nondesignated agricultural land encumbered by the Trust Deed; (4) both the homestead and the nonhomestead real estate encumbered by the Trust Deed have existing legal access to a public roadway; and (5) the following is a complete list of all structures and other improvements situated on any portion of the homestead encumbered by the Trust Deed, and are all within the homestead boundary and do not encroach upon any of the nonhomestead real estate encumbered by the Trust Deed;

Howard Emerson Wiles Jr.
HOWARD EMERSON WILES JR

Norma L. Wiles
NORMA L WILES

INDIVIDUAL BORROWER ACKNOWLEDGMENT

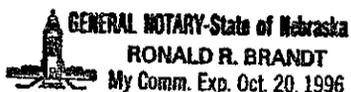
STATE OF NEBRASKA)

COUNTY OF CASS) ss

On this 13th day of February, 1995, before me, a Notary Public, personally appeared Howard Emerson Wiles Jr (a/k/a H Emerson Wiles Jr) and Norma L Wiles, husband & wife

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that They executed the same as Their voluntary act and deed.

(SEAL)



R. R. Brandt

Ronald R. Brandt
(Type name under signature)
Notary Public in and for said County and State

My commission expires _____.

RETURN TO
PREPARER:

Farm Credit Services
Box 242
Weeping Water, NE 68463

List associated loan numbers sideways in upper right corner above.
Otherwise, do not write/type above this line. For filing purposes only.

Farm Credit Services

REAL ESTATE MORTGAGE
For the State of Nebraska

Open-End To Secure Present and Future Obligations and Advances

Date: February 13, 1995

Mortgagor(s): Howard Emerson Wiles, Jr. (a/k/a H. Emerson Wiles) and Norma L. Wiles,
husband and wife

Mailing Address: P.O. Box 486
Plattsmouth, NE 68048

The above named Mortgagor(s) in consideration of the advance by Mortgagee to Mortgagor(s) of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made to or on behalf of Mortgagor(s) at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of the Midlands, FLCA 206 South 19th Street, Omaha, NE 68102-1745, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Cass County(ies), Nebraska, to wit:

Lot One (1) in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); and Lots Twenty-Two (22) and Twenty-Three (23) in the West One-Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); and the North One-Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) except Lot Twenty-Seven (27); and Lot Two (2) in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); all in Section Twelve (12), Township Eleven (11) North, Range Thirteen (13) East of the 6th P.M..

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as "the property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure:
(a) Promissory note(s) executed by Mortgagor(s) to Mortgagee described as follows:

<u>Date of Note</u>	<u>Principal Amount</u>
02/13/95	\$218,000.00

payable according to the terms of the note(s) and any addenda to, reamortization or restructuring of the note(s).
(b) The repayment in full by Mortgagor(s) of any and all future and additional loans or advances which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), or any of them, for any purpose, plus interest on all loans or advances, under any note(s) or other instrument(s) modifying, refinancing, extending, renewing, reamortizing, or restructuring, new, existing, or additional indebtedness or any part thereof, all payable according to the terms of the note(s) or other instrument(s); provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of: Two Hundred Eighteen Thousand and 00/100 Dollars

(\$218,000.00), exclusive of interest and protective advances authorized herein or in the loan agreement(s); provided further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

(c) The repayment in full by Mortgagor(s) of all amounts advanced by Mortgagee at its option, to or on behalf of Mortgagor(s) as protective advances authorized herein, in the loan agreement(s), or in other instrument(s) which evidence such advances, plus interest on all such advances, payable as provided in the note(s), loan agreement(s), or other instrument(s).

(d) The payment in full of any and all other past, present, or future, direct or contingent, debts and liabilities of Mortgagor(s) to Mortgagee of any nature whatsoever.

This mortgage will be due April 1, 2015, or upon the payment in full of all sums secured hereby.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful

authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.
2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements.
3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).
4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the loan agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.
5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of advance until paid.
6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.
7. In the event Mortgagor(s) defaults in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or fails to perform or observe any covenants and conditions contained herein, in the note(s), loan agreement(s), or other instrument(s), or any proceeding is brought by or against Mortgagor(s) under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.
8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.
9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.
10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagor(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.
11. This Mortgage constitutes a Security Agreement with respect to all the property described herein.
12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

Howard Emerson Wiles Jr.
Howard Emerson Wiles Jr.
(a/k/a H. Emerson Wiles)

Norma L. Wiles
Norma L. Wiles

INDIVIDUAL BORROWER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

On this 13th day of February, 19 95, before me, a Notary Public, personally appeared Howard Emerson Wiles, Jr. (a/k/a H. Emerson Wiles) and Norma L. Wiles, husband and wife,

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

 **GENERAL NOTARY-STATE of Nebraska**
RONALD R. BRANDT
My Comm. Exp. Oct. 20, 1996

R. Brandt
Ronald R. Brandt
(Type name under signature)
Notary Public in and for said County and State

My commission expires _____