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FILED
CASS COUNTY, NE.

2004 NOV 10 PM 4: 24

BK493 OF 144 PG 220
PATRICIA MENSINGER
REGISTER OF DEEDS

8995 \$1700

FILED
CASS COUNTY, NE.

2004 NOV 19 AM 10: 59

BK493 OF 144 PG 232
PATRICIA MENSINGER
REGISTER OF DEEDS

9188 \$1700

12-18-21
11-11-11
61-11

RETURN TO
PREPARER:

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

FORM 5014 (3-2004)

Farm Credit Services of America
REAL ESTATE MORTGAGE
For the State of Nebraska

Date: November 10, 2004 *Open-End To Secure Present and Future Obligations and Advances*

Mortgagor(s): Howard Emerson Wiles Jr. (a/k/a H Emerson Wiles Jr) & Norma L. Wiles,
Mailing Address: husband & wife, Wiles Investment Company Ltd, a Limited Partnership
PO Box 486, Plattsmouth, NE 68048

The above named Mortgagor(s) in consideration of the extension of credit identified herein by Mortgagee, and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FICA, 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:

See Attached EXHIBIT "A"

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; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not specifically described herein; 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 the repayment in full of the following described obligations, regardless of whether Mortgagor(s) is(are) liable thereon, and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), the parties liable under the note(s) or credit agreement(s), or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s), credit agreement(s) or other instrument(s) modifying the same.

Date of Note(s) or Credit Agreement(s)	Principal Amount(s)
11-10-04	\$ 350,000.00
11-10-04	\$ 400,000.00
Provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of <u>SEVEN HUNDRED FIFTY THOUSAND AND NO/100</u> (\$ <u>750,000.00</u>), exclusive of interest and protective advances authorized herein or in the loan agreement(s). NOTHING CONTAINED HEREIN SHALL 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.	

This mortgage will be due January 1, 2035

Mortgagor(s) hereby warrants that Mortgagee(s) holds fee simple title to the above described property, that Mortgagee(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 Mortgagee(s) will warrant and defend the property at Mortgagee's expense against all claimants whomsoever. Mortgagee(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

- Mortgagor(s) recognizes that the loan(s) secured hereby will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.
- When this box is checked, notwithstanding language herein to the contrary, this mortgage will NOT secured future obligations and advances, except protective advances.

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

less 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. Such insurance will be in an amount at least equal to the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail. Mortgagee will obtain and keep flood insurance in force to cover losses by flood as required by Mortgagee and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. Mortgagee(s) further agrees that Mortgagee is not and will not be liable for any failure by reinsurer or by any insurer, for whatever reason, to obtain and keep this insurance in force.

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 Mortgagee(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 credit 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, to be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(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 Mortgagee(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) or credit agreement(s) from the date of advance until paid.

6. Any awards made to Mortgagee(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 of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or any proceeding payable under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and this mortgage or the whole will bear interest at the default rate as provided in the note(s) or credit agreement(s) and Mortgagee may immediately foreclose 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, Mortgagee(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, 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 Mortgagee(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagee(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. Mortgagee(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 Mortgagee(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.

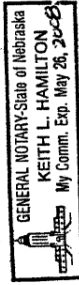
11. This Mortgage constitutes a Security Agreement with respect to all the property described herein. 12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

Howard Emerson Wiles Jr
Norma L. Wiles
Howard Emerson Wiles Jr, Managing & General Partner
Wiles Investment Company Ltd, a Limited Partnership

INDIVIDUAL BORROWER ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF CASS) ss

On this 10th day of November, 2004, before me, a Notary Public, personally appeared Howard Emerson Wiles, Jr (a/k/a H Emerson Wiles Jr) & 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)

Keith L. Hamilton
Keith L. Hamilton
(Type name under signature)
Notary Public in and for said County and State

My commission expires _____

LIMITED PARTNERSHIP BORROWER ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF CASS) ss

On this 10th day of November, 2004, before me, a Notary Public, personally appeared H Emerson Wiles, Jr, to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/they is/are the Managing & General Partner(s) of Wiles Investment Company Ltd

and that the instrument was signed on behalf of the limited partnership by authority of its partners and the general partners acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership by it and by them voluntarily executed.



(SEAL)

Keith L. Hamilton
Keith L. Hamilton
(Type name under signature)
Notary Public in and for said County and State

My commission expires _____
Ap #: _____ ; CIF #: _____
FORM 5014, Real Estate Mortgage - South Dakota/Wyoming
Legal Doc. Date: _____

#1778

EXHIBIT "A"

SE ¼ SE ¼ of Section 25, Township 12 North, Range 13 East of the 6th P.M., and Lots 37 & 38 in SW ¼ SW ¼ of Section 30, Township 12 North, Range 14 East of the 6th P.M., Cass County, NE

West 20 acres of the W ½ NE ¼ of Section 1, Township 11 North, Range 13 East of the 6th P.M., Cass County, NE

NE ¼ SE ¼, except Tax Lot 16 in Section 25, Township 12 North, Range 13 East of the 6th P.M., and NW ¼ SW ¼ of Section 30, Township 12 North, Range 14 East of the 6th P.M., and Lot 6 in NW ¼ SW ¼ of Section 31, Township 12 North, Range 14 East of the 6th P.M., and NE ¼ SW ¼ of Section 31, Township 12 North, Range 14 East of the 6th P.M., and East 60.11 acres in W ½ NE ¼ of Section 1, Township 11 North, Range 13 East of the 6th P.M., Cass County, NE