



8 5 1 9 0 7 8

Tx:4962162

2018-05603

RECORDER MARK BRANDENBURG

POTTAWATTAMIE COUNTY, IA

FILE TIME: 05/11/2018 02:35:44 PM

RECORDING FEE	20.00
RMA FEE	1.00
ECM FEE	1.00

R FEE \$ 20.00 RMA \$ 1.00
A FEE \$ _____ ECOM \$ 1.00
T TAX \$ _____

Space Above This Line For Recording Data

This Instrument was prepared by and should be returned to:
Barry Hemmerling, Wolfe Snowden, 1248 "O" St., Ste. 800, Lincoln, NE 68508
402-474-1507

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is May 1, 2018. The parties and their addresses are:

MORTGAGOR:

SEAN E. NIGHTSER

320 Parkwood Dr.

Council Bluffs, IA 51503

MORTGAGOR:

LEIGH ANN NIGHTSER

320 Parkwood Dr.

Council Bluffs, IA 51503

LENDER:

First Ponca Financial, Inc.

A Nebraska Non-profit Corporation

211 West 3rd Street

Grand Island, NE 68801

SEAN E. NIGHTSER AND LEIGH ANN NIGHTSER, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON.

CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which

is acknowledged, and to secure the secured debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, warrant, convey and mortgage to Lender, the following described property, hereinafter referred to as the "Property":

Lots 134 through 138, Belmont Addition, City of Council Bluffs,
Pottawattamie County, Iowa.

The property is located in Pottawattamie County at 1436 N. 15th Street,
Council Bluffs, IA 51501.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property.) This Security Instrument will remain in effect until the secured debts and all underlying agreements have been terminated in writing by Lender.

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$60,000.00, LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

INSURANCE AND TAXES. Mortgagor agrees to pay to the said Lender or its assigns, the principal sum of SIXTY THOUSAND DOLLARS (\$60,000.00) payable with interest according to the tenor and effect of the Mortgagor's written Promissory Note being 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 Note which this Mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$220,000.00, payable to said Lender, then these presents to be void, otherwise to be and remain in full force.

If said Mortgagor shall fail to pay such taxes or procure such insurance, the said Lender may pay such taxes and procure such insurance; and the sum so advanced with interest at 8½%, shall be repaid by said Mortgagor, and this Mortgage shall stand as security for the same. A failure to pay any of said money, either principal or interest, 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 collectible at once at the option of the Lender.

DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

ACCELERATION UPON DEFAULT; REMEDIES. The sale, assignment, conveyance or other transfer of any interest in the Property or the failure of the Mortgagor to make any payment or to perform any of the terms and conditions of the Note, or any renewals, modifications or extensions thereof, or the payment of any other indebtedness secured hereby or in the performance of any of the covenants and agreements hereunder or any other mortgage or instrument of indebtedness regarding the Property shall be a breach of this agreement and the Lender may declare a default and may declare all sums secured hereby immediately due and payable

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale and that by signing this contract, I voluntarily give up my rights to this protection for this property with respect to claim based upon this contract.

<u>Sean E. Nightser</u>	<u>5-1-18</u>	<u>Leigh Ann Nightser</u>	<u>5-1-18</u>
Sean E. Nightser	Date	Leigh Ann Nightser	Date

SIGNATURES: By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgage also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

<u>Sean E. Nightser</u>	Date <u>5-1-18</u>
Sean E. Nightser, Individual	
<u>Leigh Ann Nightser</u>	Date <u>5-1-18</u>
Leigh Ann Nightser, Individual	

LENDER:

First Ponca Financial, Inc.

By: <u>Percy Upton</u>	Date <u>5-3-18</u>
Percy Upton, Executive Director	

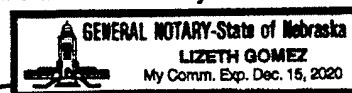
ACKNOWLEDGEMENT:

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 1 day of MAY, 2018, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came **LEIGH ANN NIGHTSER and SEAN E. NIGHTSER, Husband and Wife**, whose names are affixed to the above and foregoing instrument, and they acknowledged the same to be their voluntary act and deed.

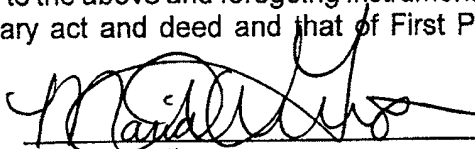


Notary Public



STATE OF NEBRASKA)
) ss
COUNTY OF Hall)

On this 3rd day of May, 2018, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came **PERCY UPTON**, to me known to be the Executive Director of **FIRST PONCA FINANCIAL, INC.**, a Nebraska Non-Profit Corporation, whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and that of First Ponca Financial, Inc.



Notary Public

