

## Mortgage

This Indenture, Made and executed this 16th day of September A. D. 1980  
by and between PAPIO VALLEY AUTO PARTS, INC.

and OMAHA STATE BANK, OMAHA, NEBRASKA

party of the first part,  
party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS, paid by said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part, the following described real property situate in the County of Douglas and State of Nebraska, to wit:

That part of Section 12, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska more particularly described as follows: Beginning at a point 420.6 Feet West of the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 12, Township 14 North, Range 12 East of the 6th P.M. and running thence North 20 degrees and 24 minutes West 118.75 Feet to the South line of the right of way of the B&M (now C.B. & Q.) Railroad, thence in a Westerly direction along said right of way 2179.5 Feet to the North and South  $\frac{1}{2}$  section line and 207 Feet North of the center of said Section 12, thence South 667 Feet, thence East 1320 Feet more or less, thence North 160 Feet to the East and West  $\frac{1}{2}$  section line, thence East 899.4 Feet to the together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower right (OVER) of homestead, claims and demands whatsoever of the said party of the first part of, in or to said premises or any part, thereof; and said party of the first part does hereby covenant, that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever

PROVIDED ALWAYS, and these presents are upon these conditions:

WHEREAS, said party of the first part has executed and delivered to the said party of the second part one promissory note(s) of even date herewith, in the principal amount of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) payable in accordance with the terms and conditions as therein provided.

and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum not less than Dollars, and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or the holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of nine per cent. per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any of the covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

AND IT IS FURTHER PROVIDED AND AGREED, That the said Mortgagor shall and will pay all taxes levied upon this mortgage, or the debt secured thereby, together with any other taxes or assessments which may be levied under the Laws of Nebraska, against the said Mortgagee or the legal holder of the said principal note on account of this indebtedness.

In Testimony Whereof, I have hereunto set my hand the date above written.

IN PRESENCE OF

PAPIO VALLEY AUTO PARTS, INC.

BY: Carl Scaletta

PRESIDENT

STATE OF NEBRASKA, } ss.  
County of Douglas,

On this 16th day of September A. D. 1980 before me, a Notary Public in and for the said County, personally came the above named Carl Scaletta, President of Papio Valley Auto Parts, Inc.

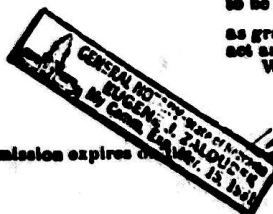
who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public.

A. D. 1981

My commission expires



File No. ....

This Mortgage conforms with the printed  
record of Douglas County, Nebraska.

# Mortgage

From .....

To .....

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place of beginning, and being North half of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  except the South 200 Feet thereof, and all of Tax Lot 4, and Westerly part of Tax Lot 1, in said Section 12, except that part deeded to Papillion drainage ditch, Douglas County, Nebraska and the following tract of land, a strip of land in the Northeast corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 12, Township 14, Range 12 East of the 6th P.M. Douglas County, Nebraska being that part lying East of drainage ditch.

26 MS

RECEIVED

1980 SEP 19 AM 9:11

C. HANCOCK  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Book 2406

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or 7129

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