

81-1074014
12-11
BOOK 1094 515

This Indenture, Made this 21st day of September, 1973

between Treptow Construction Company, Inc., a Nebraska corporation
of the County of _____

~~State of Minnesota~~, Mortgagor, and Northland Mortgage Company
of ~~County, State of~~ _____, a corporation organized and existing under the laws of
Minnesota, Mortgagee.

WITNESSETH: That the Mortgagor, in consideration of the sum of _____
Forty Thousand and no/100 _____ Dollars (\$40,000.00),
to him in hand paid by the Mortgagee, the receipt whereof is acknowledged, does hereby grant, bargain,
sell and convey and confirm unto the Mortgagee, its successors and assigns, forever, all the tract(s) or
parcel(s) of land situate, lying and being in the County of Douglas and State of Nebraska,
described as follows, to wit: _____

SEE EXHIBIT A ATTACHED

*Except that Phase 1 shall be encumbered by a First Mortgage of \$315,000.00 and
subject mortgage is subordinate thereto.

*Except that Phase 11 shall be encumbered by a First Mortgage of \$509,323.74 and
a Second Mortgage of \$315,000.00 and subject mortgage is subordinate thereto.
This mortgage is also subject to easements of record.

TO HAVE AND TO HOLD THE SAME, together with all gas and electric fixtures, radiators, heaters,
engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, water
heaters, mirrors, mantels, air-conditioning apparatus, refrigerating plant and refrigerators, water soft-
eners, carpets, carpeting, cooking apparatus and appurtenances, screens, awnings, storm sash, which are
or shall be attached to said building, structures or improvements and all other fixtures, machinery,
equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or here-
after owned by Mortgagor and located in, on or about, or used or intended to be used with or in con-
nection with the use, operation or enjoyment of the premises, including all extensions, additions, im-
provements, betterments, renewals and replacements of any of the foregoing and all the right, title
and interest of the Mortgagor in any such personal property or fixtures subject to or covered by a
security agreement, financing statement or similar lien or claim, together with the benefit of any
deposits or payments now or hereafter made by the Mortgagor or on its behalf, all of which are here-
by declared and shall be deemed to be fixtures and an accession to the freehold and a part of the
realty as between the parties hereto, and all persons claiming by, through, or under them, and which
shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered
by this mortgage, unto the said Mortgagee, its successors and assigns, forever.

And the Mortgagor hereby covenants as follows: First, that he is lawfully seized of said premises
in fee simple absolute; Second, that he has good right to convey the same in manner and form afore-
said; Third, that the same are free from all liens or encumbrances, whatsoever; Fourth, that the Mort-
gagee, its successors and assigns, shall quietly enjoy and possess the same, and that he will warrant
and defend the title to the same against all lawful claims.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall well and truly pay to the Mortgagee
the principal sum of Forty Thousand and no/100 _____
_____ Dollars (\$40,000.00),

payable with interest thereon before and after maturity according to the conditions of a certain prom-
issory note of even date herewith executed and delivered by the Mortgagor to the Mortgagee, in in-
stallments as specified in said note, the last of said installments being due December 1, 1974,
and if the Mortgagor shall fully perform all conditions and covenants of this mortgage and shall repay
any subsequent advances made by the Mortgagee, either to protect the lien of this mortgage or by way
of an additional loan to the Mortgagor, or for any other purpose provided herein, then this indenture is
to be null and void and shall be released of record at the expense of the Mortgagor, otherwise to remain
in full force and effect. Each of the monthly installments of said promissory note shall be applied first
to the payment of interest on the then unpaid principal balance at the rate set forth therein and any
balance of such monthly installments remaining after the payment of such interest shall be applied in
reduction of the said principal sum. The said payments of both principal and interest shall be payable
at the office of Northland Mortgage Company _____ in
St. Paul, Minnesota _____ or at such other place as the holder of the Note may designate
in lawful money of the United States which shall be legal tender in payment of all debts and dues,
public and private, at the times of payment. The time of payment of said Note and this mortgage may
be extended by the mutual written agreement of the holder thereof and the owner of said premises, but
such extension shall not operate to release the Mortgagor from personal obligation upon said note.

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1. Payment of Indebtedness

The Mortgagor covenants and agrees that he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the time and in the manner therein provided.

2. Monthly Installments of Taxes and Insurance

The Mortgagor agrees that there shall be added to each monthly payment required hereunder, or under the evidence of the debt secured hereby, an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, at least thirty (30) days before they become due, ~~all premiums for the renewal of insurance policies required to be carried by the Mortgagor herein~~ and all taxes, assessments, and other similar charges against the above-described premises. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the foregoing items. In the event of a default by the Mortgagor in the performance of any of the terms, covenants, or conditions herein or in the evidence of the debt secured hereby, the Mortgagee may apply on the indebtedness secured hereby, in such manner as the Mortgagee shall determine, any funds of Mortgagor then in Mortgagee's possession under this paragraph.

3. Payment of Utility Charges

The Mortgagor also agrees to pay all charges made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with said premises and will, upon request by the Mortgagee, furnish proper receipts showing such payment.

4. Change in Tax Laws

The Mortgagor will pay all taxes, assessments, and other similar charges, excepting only the federal income tax, which may be assessed upon the said land, premises or property, or upon the Mortgagee's interest therein, or upon this mortgage or the monies secured hereby, without regard to any law heretofore enacted, or hereafter to be enacted, imposing payment of the whole or any part thereof upon the Mortgagee. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the Mortgagee, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the Mortgagor as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the Mortgagee become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted.

5. Insurance Coverage

The Mortgagor covenants and agrees that he will keep the improvements now existing or hereafter erected on the premises covered by this deed, insured as may be required from time to time by the Mortgagee against loss by fire, perils of extended coverage, and other hazards, casualties and contingencies including war damage insurance, in such amounts and for such periods with policies in such form and of such kinds as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which have not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss-payable clauses in favor of and in form acceptable to the Mortgagee. In default thereof, the Mortgagee may effect such insurance and the amount so paid shall become immediately due and payable with interest at the rate provided in the note secured hereby and shall be secured by this instrument. In event of loss the Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

6. Condemnation

If all or any part of the mortgaged premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor and the same shall be paid forthwith to the Mortgagee, who at its option, may release any such award or monies so received or apply same in whole or in part, after the payment of all of its expenses, including costs and attorney's fees, on account of the last maturing installments of the indebtedness, irrespective of whether such installments are then due and payable.

7. Care of Property

The Mortgagor covenants and agrees that he will take reasonable care of the mortgaged premises, and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this mortgage, ordinary depreciation excepted; and that he will commit or permit no waste and will not alter the design or structural character of any building now or hereafter erected upon the premises without the prior written consent of the Mortgagee and will do no act that would impair or depreciate the value of the property or security. The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the property described herein. Mortgagor shall have the right to develop the subject property into residential and

8. Assignment of Rents

If Mortgagor neglects to insure the premises as required by the Mortgagee, or fails to pay, when due, any insurance premium, tax or assessment, or to make any other payment required herein or in the note secured hereby, Mortgagor in such case hereby bargains, sells, assigns and sets over to Mortgagee all rents, issues and profits of the premises, which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of said taxes, assessments and insurance premiums, shall accrue and be owing for the use and occupation of the premises, or of any part thereof. For the purpose aforesaid Mortgagor does hereby constitute and appoint Mortgagee, his attorney in fact, irrevocably in his name, to receive, collect and receipt for all sums due or owing for such use, rents

commercial lots.

and any other payments required herein or in said note.

and occupation, as the same may accrue; and out of the amount so collected to pay and discharge all taxes, assessments, and insurance premiums. For the purpose aforesaid, Mortgagee may enter and take possession of the premises and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

RIDER

PARTIAL RELEASE: The mortgaged premises shall be subject to a partial release at any time upon a prepayment to be applied to principal (plus accrued interest thereon) as follows:

- Phase 1 - \$1,500.00 for each lot
- Phase 11- \$2,000.00 for each residential acre and \$3,000.00 for each acre on commercial land.

JOB

NET
7/2/9

11. Financial Statements

The Mortgagor shall keep and maintain, at all times, full, true and accurate books of accounts in sufficient detail to show the names of the tenants occupying the premises, the rent paid by each such tenant and security deposits if any, all adequate to reflect correctly the results of the operation of the premises, which books and records shall be open to inspection by the Mortgagee or its representative during ordinary business hours. Upon request of the Mortgagee the Mortgagor thereafter shall furnish to the Mortgagee, within ninety (90) days after the end of each fiscal year of the Mortgagor, a certified balance sheet and a statement of income and expenses, all in reasonable detail, in form and content satisfactory to the Mortgagee and prepared in accordance with generally accepted accounting principles, reflecting all of the assets and liabilities as of the last day of such fiscal year and the results of the operation of the improvements operated or situated upon the premises for such fiscal year.

12. Bankruptcy a Default

The filing by the Mortgagor of a voluntary petition in bankruptcy or the adjudication as a bankrupt or insolvent of the Mortgagor, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of himself or of all or any substantial part of the property conveyed hereby, or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of his inability to pay his debts generally as they become due shall constitute a default herein and the Mortgagee may at its option, declare the entire amount then secured by this mortgage to be at once due and payable.

13. Subrogation

If the Mortgagee pays any prior lien from the proceeds of this mortgage, it shall be subrogated to the rights of the holder of such prior lien as fully as if such lien had been assigned to the Mortgagee.

14. Expenses of Litigation

If the Mortgagee shall, at any time, be made a party to any suit or proceeding affecting or questioning the priority of the lien of this Mortgage or title to or possession of the property described herein, the Mortgagor agrees to pay all court costs and expenses, and a reasonable attorney's fee incurred by the Mortgagee in such proceedings, which sums shall be added to the indebtedness secured hereby, and the lien of this mortgage shall secure payment thereof to the Mortgagee.

15. Sale of One Parcel

All contiguous property shall be deemed to be one parcel and in the event of a foreclosure of this mortgage the property described herein may, at the option of the Mortgagee, be sold as one unit.

16. No Implied Continuing Waiver

No waiver by the Mortgagee of its right to declare a default or to take any other action permitted by the terms of this mortgage shall in any manner affect the right of the Mortgagee to declare a default or take such other action by reason of defaults subsequently occurring.

17. Right of Mortgagee to Enter

The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon any or all of the property described herein, at any time and from time to time, to inspect the same, to perform or observe any covenant, conditions or terms which the Mortgagor shall fail to perform, meet or comply with, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession holding under the Mortgagor.

18. Power of Sale

If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or any payment, when due, of any other sum secured hereby, or if default be made in the performance in any of the terms, covenants or agreements hereunder or any default in the performance of any of the terms, covenants or agreements set forth in any security agreements or rental assignments given in connection with this transaction, all of the indebtedness secured hereby shall be

except as provided in the promissory note

come immediately due and payable at the option of the Mortgagee, without notice or demand which are hereby expressly waived, and Mortgagor hereby authorizes and empowers Mortgagee to foreclose at once this mortgage and, at its option sell, as one tract or otherwise, the mortgaged premises at public auction and convey the same to the purchaser in fee simple in accordance with the statutes of Minnesota and out of the proceeds arising from such sale to retain all sums secured hereby and all costs and charges of such sale including statutory attorney's fees and to pay the balance if any to the Mortgagor; or the Mortgagee may enforce payment of such sums as are declared due by foreclosure of this mortgage through the usual judicial proceedings.

19. Additional Loans

This Mortgage shall also secure additional loans hereafter made by the then holder of the Note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a Note or otherwise evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said Note to make any such additional loan.

20. Miscellaneous Rights of Mortgagee

Mortgagee may at any time and from time to time, without notice, release any person liable for payment of any indebtedness secured hereby, extend the time or agree to alter the terms of payment of any of the indebtedness, accept additional security of any kind, release any property securing the indebtedness, consent to the making of any plat or map of the premises or the creation of any easement thereon or any covenants restricting use or occupancy thereof, or alter or amend the terms of this mortgage in any way. No such release, modification, addition or change shall affect the liability of any person other than the person so released, for payment of any indebtedness secured hereby, nor affect the priority and first lien status of the Mortgage upon any property not so released.

21. Headings

The headings of the paragraphs contained herein are for convenience only and are not to be construed to be a part of or to limit or affect the terms hereof.

This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders and shall include Corporate Mortgagors. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.

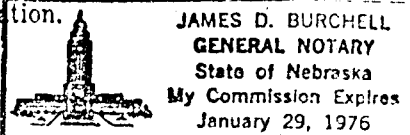
IN TESTIMONY WHEREOF, the said mortgagor has executed this instrument as of the day and year first above written.

In Presence of
James D. Burchell
TREPLOW CONSTRUCTION COMPANY, INC.
BY: Harold E. Treptow President
BY: Yvonne L. Treptow Secretary

NEBRASKA
State of Minnesota, } ss.
County of DOUGLAS

On this 24th day of September, 1973, before me, a Notary Public within and for said County, personally appeared Harold E. Treptow, President and Yvonne L. Treptow, Secretary

to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.



Notary Public James D. Burchell County, Minnesota Douglas
My commission expires Jan 29, 1976

Doc. No.
MORTGAGE DEED
Assignment of Rent Clause
Individual to Corporation

TO

Office of Register of Deeds,
STATE OF MINNESOTA,

County of
I hereby certify that the within Mortgage was filed in this office for record on the

day of
at o'clock M.,
and was duly recorded in Book
of Mortgages, page

Register of Deeds
Deputy

, 19 No.
Registration tax hereon of
Dollars, Paid.

County Treasurer
Deputy
By Countersigned:

County Auditor
Deputy
By

Handwritten signature and notes at the bottom right of the page.

Exhibit A

BOOK 1894 PAGE 519

LEGAL DESCRIPTION PHASE I

DAY OF

1932

M. C. HAROLD OSLER, REGISTER OF DEEDS

57-25

That part of the NE 1/4 of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the SW corner of said NE 1/4; thence North 090°-09'-36" E (assumed bearing) on the West line of said NE 1/4, 204.81 feet to the point of beginning; thence continuing N00°-09'-36" E on said West line of the NE 1/4, 1569.83 feet; thence S89°-07'-15" W, 432.91 feet to a point of curve; thence on a curve to the right (radius being 535.00 feet, chord bearing S74°-29'-46" E, chord distance 279.16 feet), 273.12 feet to a point of tangency; thence S59°-52'-16" E, 774.07 feet; thence S30°-07'-44" W, 195.00 feet; thence S59°-52'-16" E, 69.90 feet; thence S30°-07'-44" W, 515.00 feet; thence S30°-24'-02" W, 52.21 feet; thence S33°-26'-31" W, 55.00 feet; thence S37°-05'-17" W, 53.35 feet; thence S38°-07'-44" W, 50.00 feet; thence S55°-30'-54" W, 92.06 feet; thence N83°-28'-03" W, 96.80 feet; thence S77°-42'-39" W, 59.77 feet; thence S36°-14'-05" W, 90.00 feet to a point of curve; distance on a curve to the left (radius being 485.00 feet, chord bearing S56°-18'-06" E, chord distance 42.93 feet), 42.94 feet; thence S31°-09'-42" W, 50.00 feet; thence S19°-09'-02" W, 123.79 feet; thence S62°-40'-03" W, 96.80 feet; thence N83°-56'-57" W on said South line of the NE 1/4, 111.94 feet to the South line of said NE 1/4; thence N83°-56'-57" W on said South line of the NE 1/4, 43.51 feet to a point on said point being 195.71 feet East of the SW corner of said NE 1/4; thence N00°-09'-36" E, 146.82 feet; thence N72°-31'-04" W, 204.98 feet to the point of beginning. (Said tract contains 35.433 Acres) which property encompasses Lots 1 through 148, all inclusive, Discovery, 3rd Addition to the City of Omaha, Douglas County, Nebraska.

LEGAL DESCRIPTION PHASE II

That part of the NE 1/4 of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the SE corner of said NE 1/4; thence North (assumed bearing) on the East line of said NE 1/4, 661.93 feet to the Point of Beginning; said point being the NE corner of the SE 1/4 of the NE 1/4 of said NE 1/4; thence continuing North on the East line of said NE 1/4, 53.65 feet; thence N56°-53'-35" W, 662.75 feet; thence N39°-49'-04" E, 425.26 feet; thence N55°-15'-00" W, 105.41 feet; thence N34°-45'-00" E, 227.50 feet; thence N48°-00'-30" W, 40.10 feet to the center-line of the Papillion Creek; thence S66°-00'-36" W, on said centerline; 658.28 feet; thence N43°-14'-32" W on said centerline 840.89 feet to a point 100.00 feet South from the North line of said NE 1/4, said point being on the Southernly right-of-way line of "a" street; thence N89°-07'-16" W, on said right-of-way line, 100.00 feet Southernly from and parallel to the North line of said NE 1/4, 1000.90 feet; thence S60°-37'-42" W, on said right-of-way line, 193.13 feet to a point 170.00 feet Southernly from the North line of said NE 1/4; thence S 90°-24'-09" W on said right-of-way line, 292.97 feet to a point 33.00 feet Easterly from the West line of said NE 1/4; thence N89°-07'-28" W, 33.00 feet to a point on the West line of said NE 1/4, said point being 460.93 feet Southernly from the NW corner of said NE 1/4; thence S00°-09'-36" W on the West line of said NE 1/4, 404.10 feet; thence S89°-07'-15" W, 432.91 feet to a point of curve; thence on a curve to the right (radius being 535.00 feet, chord bearing S74°-29'-46" E, chord distance 279.16 feet), 273.12 feet to a point of tangency; thence S59°-52'-16" E, 774.07 feet; thence S30°-07'-44" W, 195.00 feet; thence S59°-52'-16" E, 69.90 feet; thence S30°-07'-44" W, 515.00 feet; thence S30°-24'-02" W, 52.21 feet; thence S33°-26'-31" W, 55.00 feet; thence S37°-05'-17" W, 53.35 feet; thence S38°-07'-44" W, 50.00 feet; thence S55°-30'-54" W, 92.06 feet; thence N83°-28'-03" W, 96.80 feet; thence S77°-42'-39" W, 59.77 feet; thence S36°-14'-05" W, 90.00 feet to a point of curve; distance on a curve to the left (radius being 485.00 feet, chord bearing S56°-18'-06" E, chord distance 42.93 feet), 42.94 feet; thence S31°-09'-42" W, 50.00 feet; thence S19°-09'-02" W, 123.79 feet; thence S62°-40'-03" W, 96.80 feet; thence N83°-56'-57" W on said South line of the NE 1/4, 111.94 feet to the South line of said NE 1/4; thence N83°-56'-57" W on said South line of the NE 1/4, 43.51 feet to a point on the South line of said NE 1/4; thence N00°-09'-36" E, 146.82 feet; thence N72°-31'-04" W, 204.98 feet to the NW corner of the SE 1/4 of said NE 1/4; thence N 0°-02'-24" S, 661.43 feet to the NW corner of the SE 1/4 of said NE 1/4; thence

All in Douglas County, AND State of Nebraska

81-679 +
12-14-11

BOOK 2024 PAGE 509

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, made this 15th day of May, 1974, between Treptow Construction Co., Inc., a Nebraska corporation, herein called "Mortgagor" and the Northwestern National Bank, a national banking association having its principal place of business in Omaha, Nebraska, herein called "Mortgagee".

In consideration of the extension of certain financial credit and forbearance, the receipt of which is hereby acknowledged, the Mortgagor does, by these presents, grant, bargain, sell and convey unto Mortgagee, its successors or assigns forever, that real property situated in the County of Douglas, State of Nebraska, which is legally described on Exhibit "A", attached hereto and incorporated herein by this reference, including all buildings and improvements now or hereafter thereon, and all easements and rights of way now or hereafter used in connection with said premises, together with all the rents, issues and profits of said real property until the debt secured hereby is fully paid.

TO HAVE AND TO HOLD the said property unto the said Mortgagee, its successors and assigns forever. Mortgagor hereby covenants with Mortgagee, its successors and assigns, that Mortgagor is lawfully seized of said premises and that same are free from encumbrances and that Mortgagor will forever warrant and defend the title to said premises against the lawful claims of all persons whomsoever, with the exception of a mortgage in favor of Ralph E. Tetrick, Jr. and Marilyn Tetrick in the principal amount of \$509,323.74, filed at Book 1953, Page 745 of the Mortgage Records in Douglas County, Nebraska, and mortgages to Northland Mortgage Company filed in the Mortgage Records at Book 1954, Page 1, Book 1986, Page 77, and Book 1994, Page 515, and with the further exception of all easements, restrictions and covenants of record.

PROVIDED ALWAYS, and these presents are upon the condition that if Mortgagor shall pay or cause to be paid the principal sums in accordance with the terms of certain promissory notes which shall be executed in accordance with the terms and provisions of a certain Security Agreement, dated this same date, among Mortgagor, Mortgagee and certain creditors of Mortgagor listed in said Security Agreement who execute and become party to said Security Agreement, and shall otherwise perform all of the requirements of said Security Agreement, then and in that event, this Mortgage shall be void and shall have no further force or effect.

PROVIDED FURTHER: The Mortgagor further covenants and agrees with Mortgagee, its successors or assigns to pay, before delinquency, all taxes, assessments and charges of every character now due or hereafter to become due, or that may become liens against said premises including all taxes assessed and levied against the Mortgagee on this instrument or the note or debt secured by this Mortgage and deliver immediately to the Mortgagee at its office, receipts evidencing the payment thereof. If not paid as above provided the Mortgagee may, at its option, pay such taxes, assessments and charges for the account of the Mortgagor, and official receipts shall be conclusive evidence of the payment, the amount and the validity thereof.

Upon payment and full satisfaction of these presents, according to the terms hereof, a release or reconveyance shall be made and executed by the Mortgagee, at the expense of the Mortgagor. In addition, Mortgagee shall execute and deliver a release for all or any part of this Mortgage in accordance with the release provisions stated in Paragraph 9 of the aforementioned Security Agreement.

The Mortgagor agrees that the Mortgagee shall have the right to inspect the premises at any time for any purpose.

In the event of default in the performance of any of the terms and conditions of this Mortgage on the part of the Mortgagor, the Mortgagee shall be entitled to the immediate possession of the premises above-described, together with all of the rent, revenues and income to be derived therefrom, and said Mortgagee may, in its discretion, use the rents so far as it deems necessary for the purpose of making repairs upon the premises, and for the payments of insurance premiums, taxes and assessments upon said premises, and for necessary expenses incurred in renting said premises and collecting rents therefrom, and to apply on the subject promissory notes, until the indebtedness secured is fully paid.

It is expressly understood and agreed that the failure to comply with and perform each and all of the conditions and stipulations hereinbefore set forth, strictly and literally, according to the true intent thereof, time being of the essence thereof, shall cause the full amount hereby secured to become due and collectible at once, at the election of the holder of the subject promissory notes and the whole indebtedness shall bear interest at nine percent (9%) per annum from date to which interest has been paid, and this Mortgage may thereupon be foreclosed immediately and without any notice of such election to be given for the whole amount of said money, interest and costs, and for all sums paid out for taxes and assessments, insurance, liens, encumbrances, repairs and otherwise as provided herein, with interest thereon, which election may be exercised immediately, or at any time thereafter, and may be exercised and the Mortgage reinstated either at, before, or after foreclosure proceedings have been commenced.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the day and year first above written.

TREPTOW CONSTRUCTION CO., INC.



By Harold E. Treptow
Harold E. Treptow, President

Thorne L. Treptow
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of May, 1974, before me, a Notary Public, personally appeared Harold E. Treptow, President of Treptow Construction Co., Inc., a corporation, known to me to be the President and identical person who executed the foregoing instrument, and acknowledged his execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

James F. Kasher

Notary Public

My commission expires: 10-10-76



JAMES F. KASHER
GENERAL NOTARY - State of Neb.
My Commission Expires
October 10, 1976



JAMES F. KASHER
NOTARY - State of Neb.
My Commission Expires
October 10, 1976

Lots 1 thru 142, inclusive, Discovery, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

LEGAL DESCRIPTION PHASE II

That part of the NE $\frac{1}{4}$ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the SE corner of said NE $\frac{1}{4}$; thence North (Assumed bearing) on the East line of said NE $\frac{1}{4}$, 661.93 feet to the Point of Beginning; said point being the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said NE $\frac{1}{4}$; thence continuing North on the East line of said NE $\frac{1}{4}$, 53.66 feet; thence N 56° 53' 36" W, 662.75 feet; thence N 38° 49' 04" E, 425.26 feet; thence N 55° 15' 00" W, 105.41 feet; thence N 34° 45' 00" E, 227.50 feet; thence N 48° 00' 38" E, 49.10 feet to the centerline of the Papillion Creek; thence N 66° 00' 36" W, on said centerline, 658.28 feet; thence N 43° 14' 32" W on said centerline, 840.89 feet to a point 100.00 feet Southerly from the North line of said NE $\frac{1}{4}$, said point being on the Southerly Right-of-Way line of "Q" Street; thence N 89° 07' 16" W, on said Right-of-Way line, 100.00 feet Southerly from and parallel to the North line of said NE $\frac{1}{4}$, 1008.90 feet; thence S 69° 37' 42" W, on said Right-of-Way line, 193.13 feet to a point 170.00 feet Southerly from the North line of said NE $\frac{1}{4}$; thence S 8° 24' 03" W on said Right-of-Way line, 292.97 feet to a point 33.00 feet Easterly from the West line of said NE $\frac{1}{4}$; thence N 89° 50' 24" W, 33.00 feet to a point on the West line of said NE $\frac{1}{4}$, said point being 460.90 feet Southerly from the NW corner of said NE $\frac{1}{4}$; thence S 00° 09' 36" W on the West line of said NE $\frac{1}{4}$, 404.10 feet; thence S 89° 07' 16" E, 432.91 feet to a point of curve; thence on a curve to the right (Radius being 535.00 feet, chord bearing S 74° 29' 46" E, chord distance 270.16 feet), 273.12 feet to a point of tangency; thence S 59° 52' 16" E, 774.07 feet; thence S 2° 07' 44" W, 195.00 feet; thence S 59° 52' 16" E, 69.00 feet; thence S 30° 07' 44" W, 195.00 feet; thence N 59° 52' 16" W, 155.00 feet; thence S 30° 07' 44" W, 515.00 feet; thence S 30° 24' 02" W, 52.21 feet; thence S 33° 26' 31" W, 55.00 feet; thence S 37° 05' 17" W, 53.35 feet; thence S 38° 07' 44" W, 50.00 feet; thence S 55° 30' 54" W, 92.86 feet; thence N 83° 28' 03" W, 96.80 feet; thence S 77° 42' 39" W, 69.77 feet; thence S 36° 14' 05" W, 90.00 feet to a point of curve; thence on a curve to the left (Radius being 485.00 feet, chord bearing S 56° 18' 06" E, chord distance 42.93 feet), 42.94 feet; thence S 31° 09' 42" W, 50.00 feet; thence S 19° 09' 08" W, 123.79 feet; thence S 62° 40' 03" W, 96.80 feet; thence S 01° 03' 03" W, 43.51 feet to a point on the South line of said NE $\frac{1}{4}$, said point being 307.65 feet Easterly from the SW corner of said NE $\frac{1}{4}$; thence S 88° 56' 57" E on the South line of said NE $\frac{1}{4}$, 1636.38 feet to the SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said NE $\frac{1}{4}$; thence N 0° 02' 24" E, 664.43 feet to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said NE $\frac{1}{4}$; thence S 28° 59' 31" E, 664.20 feet to the Point of Beginning. (Said tract contains 82.366 Acres).

Except the following described Parcels of Land:

That part of the NE $\frac{1}{4}$ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Beginning at the most Southeasterly corner of Lot 145, Discovery, a subdivision as surveyed, platted and recorded; thence N 01° 03' 03" E on the East line of said Lot 145, 43.51 feet to the Southwest corner of Lot 47, said Discovery; thence N 62° 40' 03" E on the Southerly line of said Lot 47, 96.80 feet to the Southwest corner of Lot 48, said Discovery; thence N 19° 09' 08" E on the Easterly line of Lots 48 and 49, 123.79 feet to a point on a curve; thence Southeasterly on a curve to the left (Radius being 535.00 feet, chord bearing S 61° 30' 56" E, chord distance 49.98 feet) an arc distance of 50.00 feet; thence S 25° 48' 23" W, 90.00 feet; thence S 67° 0' 37" E, 61.42 feet; thence S 72° 38' 35" E, 61.42 feet; thence S 78° 16' 37" E, 61.42 feet; thence S 83° 54' 32" E, 61.42 feet; thence S 88° 26' 45" E, 53.49 feet; thence S 88° 56' 57" E, 600.00 feet; thence N 01° 03' 03" E, 90.00 feet; thence S 88° 56' 57" E, 20.00 feet; thence S 01° 03' 03" W, 90.00 feet; thence S 88° 56' 57" E, 50.00 feet; thence N 88° 17' 01" E, 59.56 feet; thence N 80° 17' 39" E, 57.96 feet; thence N 72° 17' 04" E, 57.98 feet; thence N 65° 06' 17" E, 117.47 feet; thence N 38° 03' 03" E, 82.69 feet to a point on a curve; thence Southeasterly on a curve to the right (Radius being 45.00 feet, chord bearing S 22° 17' 36" E, chord distance 22.00 feet) an arc distance of 22.22 feet; thence S 33° 03' 03" W, 95.00 feet; thence S 52° 22' 46" E, 77.10 feet; thence N 85° 51' 19" E, 102.38 feet; thence N 41° 17' 28" E, 102.38 feet; thence N 3° 16' 23" W, 102.38 feet; thence N 46° 15' 07" W, 82.56 feet; thence N 51° 27' 47" W, 50.00 feet; thence N 68° 56' 57" W, 85.84 feet; thence N 21° 03' 03" E, 35.00 feet; thence S 88° 56' 57" E, 90.00 feet; thence N 21° 03' 03" E, 300.00 feet; thence N 19° 15' 36" E, 59.56 feet; thence N 4° 02' 13" E, 74.86 feet; thence N 5° 11' 57" W, 74.86 feet; thence N 34° 26' 05" W, 74.86 feet; thence N 52° 22' 30" W, 72.68 feet; thence N 30° 07' 44" E, 43.00 feet to a point of curve; thence Northeasterly on a curve to the right (Radius being 11.00 feet) an arc distance of 17.27 feet to a point of tangency; thence S 59° 52' 16" E, 142.62 feet; thence S 0° 02' 24" W, 922.29 feet to a point on the South line of said NE $\frac{1}{4}$; thence N 88° 56' 57" W on said South line, 1636.38 feet to the point of beginning. (Containing 4.63 Acres more or less).

That part of the NE¼ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Beginning at the most Southwesterly corner of Lot 146, Discovery, a subdivision as surveyed, platted and recorded; thence S 57° 18' 34" E, 48.83 feet; thence S 64° 23' 57" E, 48.83 feet; thence S 71° 29' 09" E, 48.83 feet; thence S 78° 34' 31" E, 48.83 feet; thence S 85° 41' 05" E, 49.24 feet; thence S 88° 56' 57" E, 50.00 feet; thence S 01° 03' 03" W, 90.00 feet; thence S 88° 56' 57" E, 20.00 feet; thence N 01° 03' 03" E, 90.00 feet; thence S 88° 56' 57" E, 600.00 feet; thence S 01° 03' 03" W, 90.00 feet; thence S 88° 56' 57" E, 20.00 feet; thence N 01° 03' 03" E, 90.00 feet; thence N 88° 31' 26" E, 44.78 feet; thence N 75° 53' 45" E, 43.62 feet; thence N 62° 21' 13" E, 43.62 feet; thence N 48° 48' 35" E, 43.62 feet; thence N 35° 16' 08" E, 43.62 feet; thence N 22° 49' 47" E, 50.26 feet; thence N 21° 03' 03" E, 344.21 feet; thence N 59° 52' 16" W, 10.91 feet; thence N 30° 07' 44" E, 90.00 feet; thence N 59° 52' 16" W, 20.00 feet; thence S 30° 07' 44" W, 90.00 feet; thence N 59° 52' 16" W, 350.00 feet; thence N 30° 07' 44" E, 90.00 feet; thence N 59° 52' 16" W, 15.00 feet; thence S 30° 07' 44" W, 110.00 feet; thence N 59° 52' 16" W, 90.00 feet; thence S 30° 07' 44" W, 50.00 feet; thence S 59° 52' 16" E, 210.00 feet; thence S 55° 49' 57" E, 67.84 feet; thence S 39° 15' 08" E, 76.47 feet; thence S 20° 55' 04" E, 76.47 feet; thence S 02° 34' 59" E, 76.47 feet; thence S 15° 45' 05" W, 76.47 feet; thence N 65° 04' 53" W, 90.00 feet to a point on a curve; thence Southwesterly on a curve to the right (Radius being 150.00 feet, chord bearing S 31° 36' 11" W, chord distance 34.92 feet) an arc distance of 35.00 feet; thence S 51° 42' 45" E, 90.00 feet; thence S 43° 28' 07" W, 37.13 feet; thence S 39° 21' 14" W, 110.78 feet; thence S 87° 48' 03" W, 110.78 feet; thence N 41° 45' 05" W, 110.78 feet; thence N 04° 41' 44" E, 110.78 feet; thence N 65° 20' 23" E, 70.74 feet; thence N 42° 32' 13" E, 64.72 feet; thence N 51° 35' 37" E, 89.51 feet to a point on a curve; thence Northwesterly on a curve to the left (Radius being 110.00 feet, chord bearing N 30° 58' 41" W, chord distance 15.00 feet) an arc distance of 15.02 feet; thence S 57° 35' 37" W, 89.89 feet; thence N 59° 52' 16" W, 135.00 feet; thence N 30° 07' 44" E, 90.00 feet; thence N 59° 52' 16" W, 10.00 feet; thence S 30° 07' 44" W, 215.20 feet; thence S 21° 54' 16" W, 50.36 feet; thence N 72° 14' 49" W, 90.00 feet to a point on a curve; thence Southwesterly on a curve to the left (Radius being 400.00 feet, chord bearing S 15° 53' 49" W, chord distance 25.91 feet) an arc distance of 25.92 feet; thence S 75° 57' 35" E, 90.00 feet; thence S 0° 53' 46" W, 31.49 feet; thence S 0° 12' 49" W, 111.33 feet; thence S 48° 54' 56" W, 111.33 feet; thence N 82° 22' 56" W, 111.33 feet; thence N 33° 40' 49" W, 111.33 feet; thence N 12° 28' 47" E, 74.91 feet; thence N 16° 43' 25" E, 118.37 feet; thence N 19° 55' 11" E, 57.79 feet; thence N 26° 10' 14" E, 57.79 feet; thence N 30° 03' 57" E, 51.31 feet; thence N 30° 07' 44" E, 250.00 feet; thence S 59° 52' 16" E, 90.00 feet; thence N 30° 07' 44" E, 164.00 feet to a point of curve; thence Northwesterly on a curve to the left (Radius being 11.00 feet) an arc distance of 17.27 feet to the Northeast corner of Lot 143, said Discovery; thence S 30° 07' 44" W on the Easterly line of said Lot 143, 145.00 feet to the Southeast corner of said Lot 143; thence N 59° 52' 16" W on the South line of said Lot, 155.00 feet; thence S 30° 07' 44" W on the Easterly line of Lots 133 through 142, inclusive and Lot 147, said Discovery, 515.00 feet to the Northeast corner of Lot 132, said Discovery; thence S 30° 24' 02" W on the Easterly line of said Lot 132, 52.21 feet to the Northeast corner of Lot 131, said Discovery; thence S 33° 26' 31" W on the Easterly line of said Lot 131, 55.00 feet to the Northeast corner of Lot 130, said Discovery; thence S 37° 05' 17" W on the Easterly line of said Lot 130, 53.35 feet to the Northeast corner of Lot 129, said Discovery; thence S 35° 07' 44" W on the Easterly line of said Lot 129, 50.00 feet to the Northeast corner of Lot 128, said Discovery; thence S 55° 30' 54" W on the Southerly line of said Lot 128, 92.86 feet to the Southeast corner of Lot 127, said Discovery; thence N 83° 28' 03" W on the Southerly line of said Lot 127, 96.80 feet to the most Southeast corner of said Lot 146; thence S 77° 42' 39" W on the Southerly line of said Lot 146, 69.77 feet to the point of beginning. (Containing 6.16 Acres more or less).

That part of the NE¼ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Beginning at the Northeast corner of Lot 148, Discovery, a subdivision as surveyed, platted and recorded; thence S 59° 52' 16" E, 549.00 feet to a point of curve; thence Southeasterly on a curve to the right (Radius being 11.00 feet) an arc distance of 17.27 feet to a point of tangency; thence S 30° 07' 44" W, 24.00 feet; thence N 59° 52' 16" W, 90.00 feet; thence S 30° 07' 44" W, 110.00 feet; thence N 59° 52' 16" W, 20.00 feet; thence N 30° 07' 44" E, 90.00 feet; thence N 59° 52' 16" W, 400.00 feet; thence S 30° 07' 44" W, 90.00 feet to a point on the Northerly R.O.W. line of "V" Street; thence N 59° 52' 16" W on said Northerly R.O.W. line, 50.00 feet to the Southeast corner of said Lot 148; thence N 30° 07' 44" E on the Easterly line of said Lot 148, 145.00 feet to the point of beginning. (Containing 0.78 Acres more or less).

That part of the NE $\frac{1}{4}$ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Northeast corner of said NE $\frac{1}{4}$; thence N 89° 07' 15" W on the North line of said NE $\frac{1}{4}$, 1755.14 feet; thence S 0° 52' 44" W, 100.00 feet to the point of beginning, said point being on the Southerly R.O.W. line of "Q" Street; thence S 89° 07' 16" E on said R.O.W. line on a line 100.00 feet South of and parallel to said North line of the NE $\frac{1}{4}$, 300.35 feet to a point on the Southerly R.O.W. line of the Papillion Creek; thence S 43° 14' 32" E on said Southerly R.O.W. line, 899.46 feet; thence S 66° 00' 36" E on said Southerly R.O.W. line, 647.36 feet; thence S 34° 45' 00" W, 222.26 feet; thence S 55° 15' 00" E, 105.41 feet; thence S 38° 49' 04" W, 425.26 feet; thence S 56° 53' 36" E, 623.35 feet to a point 33.0 feet West of the East line of said NE $\frac{1}{4}$; thence West, 91.20 feet to a point of curve; thence Northwestwardly on a curve to the right (Radius being 371.53 feet, chord bearing N 74° 56' 08" W, chord distance 193.13 feet) an arc distance of 195.37 feet to a point of tangency; thence N 59° 52' 16" W, 559.98 feet; thence N 30° 07' 44" E, 300.00 feet; thence N 59° 52' 16" W, 606.81 feet to a point on a curve; thence Northwestwardly on a curve to the left (Radius being 243.25 feet, chord bearing N 11° 10' 09" W, chord distance 226.16 feet) an arc distance of 235.22 feet to a point of tangency; thence N 33° 52' 16" W, 823.54 feet to a point of curve; thence Northwestwardly on a curve to the right (Radius being 123.95 feet, chord bearing N 16° 59' 45" W, chord distance 84.24 feet) an arc distance of 86.00 feet to the point of beginning. (Containing 17.27 Acres more or less).

That part of the NE $\frac{1}{4}$ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NW corner of said NE $\frac{1}{4}$; thence S 89° 07' 16" E (Assumed bearing) on the Northerly line of said NE $\frac{1}{4}$, 457.14 feet; thence S 0° 52' 44" W, 100.00 feet to the Southerly Right-of-Way line of "Q" Street, said point being the Point of Beginning; thence continuing S 0° 52' 44" W, 320.00 feet; thence N 89° 07' 16" W on a line 420.00 feet Southerly from and parallel with the Northerly line of said NE $\frac{1}{4}$, 413.31 feet to a point 38.55 feet Easterly from the Westerly line of said NE $\frac{1}{4}$; thence N 8° 28' 04" E, 252.21 feet to a point 170.00 feet Southerly from the Northerly line of said NE $\frac{1}{4}$; thence N 69° 37' 42" E, 193.13 feet to a point 100.00 feet Southerly from the North line of said NE $\frac{1}{4}$; thence S 89° 07' 16" E on a line 100.00 feet Southerly from and parallel with the Northerly line of said NE $\frac{1}{4}$, 200.00 feet to the Point of Beginning. (Containing 2.74 Acres more or less).

Part of the NE $\frac{1}{4}$ of Section 12, T14N, R11E of the 6th P.M., Douglas County, Nebraska more particularly described as follows: Commencing at the NW corner of said NE $\frac{1}{4}$; thence S 00° 09' 36" W (assumed bearing) on the West line of said NE $\frac{1}{4}$, 855.00 feet; thence S 89° 07' 16" E, 432.91 feet to a point of curve; thence Southeastwardly on a curve to the right (radius being 535.00 feet, chord bearing S 74° 29' 46" E, chord distance 270.16 feet) an arc distance of 273.12 feet to a point of tangency; thence S 59° 52' 16" E, 746.07 feet to the point of beginning; thence N 30° 07' 44" E, 150.00 feet; thence S 59° 52' 16" E, 150.00 feet; thence S 30° 07' 44" W, 150.00 feet; thence N 59° 52' 16" W, 150.00 feet to the point of beginning.

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 25 DAY OF June 1974 AT 2:03 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 18.25