

MORTGAGE

This Indenture, Made and Executed this 18th day of April A. D. 1923 by and between Pearl Fishbain and Hyman Fishbain

and Grace Grimes Fishbain party of the first part,

party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of Twelve hundred Twenty Five

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:

Lot seven (7) except the south six-tenths (6/10) part of the

East 3/4 part, in Block One (1) in Hillsholme addition to the City of

Omaha, as surveyed, platted and recorded.

subject to a mortgage drawn in favor of the Omaha Loan & Building

association in the sum of \$5000

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower right of homestead,

claims and demands whatsoever of the said party of the first part or, in or to said premises at any part, thereof, and said party of the first part

does hereby covenant, that said party of the first part is lawfully seised of said premises, that said premises are free from incumbrance

except as above stated and that said party of the first part will war-

rant 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, in the sum of \$5000 together with interest at the rate of

6.0% per annum and payable monthly, and included in the monthly payment

of \$7.50 or more per month, commencing May 31st, 1923, interest to cease

on each \$1000 paid on the principal.

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

1000.00, fire and tornado

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,

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

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

to the rate of ten per cent per annum from the date of payment, 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 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 Mortgagee 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.

On this 18th day of April A. D. 1923

before me, a Notary Public in and for the said County personally came the above named

Pearl Fishbain and Hyman Fishbain, who

personally known to me

STATE OF NEBRASKA,
County of Douglas

In Presence of
Grace Grimes Fishbain
IN PRESENCE OF
Hyman Fishbain

We herunto set
Handwritten signature
hand, the date above written.

File No. 50 44082

This Mortgage Conforms with the printed Record of Douglas County, Nebraska

MORTGAGE

From _____
To _____

THE STATE OF NEBRASKA,
Douglas County

Entered on the Numerical Index and filed for Record in the Register of Deeds Office of said County, the _____ day of _____ 1923 at _____ o'clock _____ M., and recorded in Book 517 of Mortgages, Page 550

Rec'd by [unclear]

Harry Pearce
Register of Deeds.

Mail _____

Num' 26-444 Gen'l

Compared by *B.W.I.*

Paged Numerical _____ Paged General _____

Fee *1.50*

Klopp Printing Company Omaha
Mail to Fred P. Griffin
1533 North St.

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