

ASSIGNMENT OF RENTSBOOK **699**PAGE **675**

In consideration of ONE DOLLAR (\$1.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, and for the purpose of more fully securing the payment of one Promissory Note of even date herewith in the original principal sum of Twenty Five Thousand and no/100-----  
\$25,000.00-----executed by,  
Stephen J. Gfeller and Linda D. Gfeller, husband and wife, as joint tenants (hereinafter sometimes called the Borrower), to the order of the Douglas County Bank & Trust Co., Omaha, Nebraska, (hereinafter sometimes called the Bank), said Borrower does hereby assign, transfer and set over unto the Bank all of the rents, issues, incomes and profits becoming due and owing to it as owner and Lessor of the following described property, situated in Douglas County, Nebraska, to wit:

Lot 63, Armbrust Acres 1st, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

It is understood and agreed that so long as there shall be no default in the terms and conditions of the Promissory Note above described, or any renewal or extension thereof, the Borrower shall be entitled to collect and receive all of the rents, issues, incomes and profits from said property, but that whenever there shall be a default existng in any of the payments due under the terms and conditions of said Note, or in the performance of any of the terms, covenants and conditions of the Mortgage securing said Note, the Bank shall be entitled to collect and receive all of the rents, issues and incomes from said property and apply the same to the payments due under the terms and conditions of said Note.

In the event that the Bank shall exercise the right herein conferred and thereafter the default existing at the time of such exercise shall be cured, then the Borrower shall again be entitled to receive and collect all of the rents, unless and until a further default shall occur in the terms and conditions of said Note, or in the performance of the terms, covenants and conditions of the Mortgage securing said Note, in which event the Bank shall again be authorized and empowered to exercise the rights herein conferred. Any tenant in said property is hereby authorized and directed to pay to the Bank any amounts which may be due and owing to the Borrower as rental for the use of said premises, upon demand therefore being made by the Bank, and payment of any such amounts to the Bank shall be and constitute payment to the Borrower, and any such tenants shall be under no duty or obligation to ascertain or determine that any default exists in the terms and conditons of said Note or said Mortgage an shall be fully protected in making any such payments to said Bank upon demand.

Nothing herein contained shall obligate the Bank in any manner whatsoever to perform or carry out any obligations of the Borrower to any such tenant.

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Upon full payment of the principal and interest of said Note, and release of the Mortgage securing the same, this Assignment shall terminate and be null and void.

*[Signature]*  
Stephen J. Gfeller

*[Signature]*  
Linda D. Gfeller

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 31st day of October, A.D. 1983  
before me, a Notary Public in and for the said County personally came the above  
named Stephen J. Gfeller and Linda D. Gfeller

who are personally known to me to be the identical persons whose names  
are affixed to the above instrument as grantors and have  
acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid

*[Signature]*  
Scott D. Bradley

GENERAL NOTARY - State of Nebraska  
SCOTT D. BRADLEY  
Notary Public, Exp. Feb. 14, 1984

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

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C. HAROLD GILLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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