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GCC Loan No. 88-706

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 21st day of February, 1968, by TSOISS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Nebraska, whose mailing address is c/o Dale A. Hahn, 1403 Farnam Street, Omaha, Nebraska 68102 (herein called the "Assignor"), to GOLDOHE CREDIT CORPORATION, a Delaware corporation, whose mailing address is Goldome Center, Two Perimeter Park South, P.O. Box 43200, Birmingham, Alabama 35243 (herein called the "Assignee").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee the immediate and continuing right to receive and collect the rents, income and profits (collectively the "Rents") arising out of or payable from the real property (the "Real Estate") described on Exhibit "A" attached hereto and by this reference incorporated herein and all leases and agreements for the leasing, use or occupancy of the Real Estate, now heretofore or hereafter entered into including, but not limited to, the leases itemized on Exhibit "B" attached hereto and by this reference incorporated herein (the "Leases"), together with all guarantees therefor and all renewals and extensions thereof, together with all payments derived therefrom including, but not limited to, claims for the recovery of damages done to the Real Estate or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded all for the purpose of securing the following (herein collectively referred to as the "Indebtedness Secured Hereby"):

A. Payment of the principal sum of One Million Six Hundred Eleven Thousand Fifty-one and 42/100 Dollars (\$1,611,051.42), evidenced by that certain \$1,611,051.42 Promissory Note of Assignor to Assignee, dated of even date herewith (the "Promissory Note"), together with Fixed Interest and Additional Interest thereon, late charges and prepayment premiums, all as provided in said \$1,611,051.42 Promissory Note, and all renewals, extensions and modifications thereof.

B. Performance, discharge of and compliance with, every obligation, covenant and agreement of Assignor incorporated by reference or contained herein, in the Deed of Trust, Security Agreement and Assignment of Rents (the "Deed of Trust") given by Assignor, as Trustor, to Assignee, as Beneficiary, dated of even date herewith, or in any other agreement now or hereafter evidencing or securing the indebtedness secured hereby.

C. Payment of future advances made by Assignee to protect the Real Estate, as described in the Deed of Trust.

AND TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

1. Performance of Leases. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Leases of the Real Estate to be performed by the landlord thereunder; to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the tenants thereunder to be performed; not to borrow against, pledge or assign any rentals due under said Leases, or anticipate the rents thereunder or reduce the amount of the rents and other payments thereunder; not to waive, excuse, condone or in any manner release or discharge the tenants thereunder of or from the obligations, covenants, conditions and agreements by said tenants to be performed under the Leases; and not to terminate without cause any Lease or accept a surrender thereof or a discharge of the tenant. Assignor shall not discount any rents or collect rents from any tenant for more than one month in advance.

2. Protect Security. The Assignee shall have the right at Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord thereunder, and Assignor agrees to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee in its sole discretion may appear.

3. Representations. Assignor represents and warrants that it is now the absolute owner of said Rents with full right and title to assign the same; that there are no outstanding assignments or pledges of the Leases or Rents; that there are no existing defaults under the provisions of any of the Leases on the part of any party to the Leases; that no Rents have been waived, anticipated, discounted, compromised or released, except as disclosed to Assignee; and that the tenants have no defenses, setoffs, or counterclaims against Assignor.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment, provided the Assignor shall have the right to collect, but not more than one (1) month prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur under the Promissory Note or hereunder or under the Deed of Trust or under any other instrument now or hereafter securing the Promissory Note or the Indebtedness Secured Hereby.

5. Remedies. Upon, or at any time after the occurrence of an Event of Default under said Promissory Note or any obligation, covenant or agreement herein or in said Deed of Trust contained, or if any representation or warranty herein proves to be untrue, the Assignee may declare all Indebtedness Secured Hereby immediately due and payable, may revoke the privilege granted Assignor hereunder to collect the Rents, and may, at its option, without notice, either in person or by agent, upon entry of an order of the district court putting Assignee in possession, or by a receiver to be appointed by a court, collect all of the Rents payable under the Leases, enforce the payment thereof and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee hereunder, and may enter upon, take possession of, manage and operate said Real Estate, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents, and do any acts which the Assignee deems proper to protect the security hereof following either the entry of an order putting Assignee in possession or appointing a receiver for the Real Estate, and may apply the same to the costs and expenses of operation, management and collection, including reasonable attorney's fees, to the payment of the expenses of any agent appointed by Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Real Estate, to the performance of the landlord's obligation under the Leases and to any Indebtedness Secured Hereby all in such order as the Assignee may determine. The entering upon and taking possession of said Real Estate, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said Deed of Trust or invalidate any act done pursuant to such notice nor in any way operate to prevent the Assignee from pursuing any remedy which it now or hereafter may have under the terms or conditions of said Deed of Trust or the Promissory Note secured thereby or any other instrument securing the same.

6. No Liability For Assignee. The Assignee shall not be obligated, by the mere execution of this Assignment by Assignor, to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Real Estate upon the Assignee nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Real Estate, or for any dangerous or defective condition of the Real Estate, or for any negligence in the management, upkeep, repair or control of said Real Estate resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents.

7. Assignor Hold Assignee Harmless. The Assignor shall, and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, shall be added to the Indebtedness Secured Hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all Indebtedness Secured Hereby immediately due and payable.

8. Authorization to Tenants. The tenants under the Leases are hereby irrevocable authorized and directed to recognize the claims of Assignee or any receiver appointed hereunder without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Promissory Note, Deed of Trust, or under or by reason of this Assignment, or the application to be made by the Assignee or such receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Assignee or such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Deed of Trust or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, the Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Real Estate. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

9. Assignee Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

10. Subsequent Leases. That until the Indebtedness Secured Hereby shall have been paid in full, upon request of Assignee, Assignor will deliver to the Assignee executed copies of any and all other and future Leases upon all or a part of the said Real Estate and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and the Rents thereunder to Assignee or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of the Assignee, the Assignor agrees to furnish Assignee with a rent roll of the Real Estate disclosing current tenancies, rents payable, and such other matters as Assignee may reasonably request.

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EXHIBIT "A"

LEGAL DESCRIPTION

Arlington Apartments and Duplex

21- Lots 3, 4 and the East 45 feet of Lot 5, in Block 115, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Genoa and Sagamore Apartments

65A- The East 54 feet of the South 155.50 feet of the North 270 feet of Lot 9, in Block 4, Park Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

AND

16,41 Lot 6, in Block 2, in Brennan Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Glendale Apartments

21- Lots 23 and 24, in Block 113, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Norton Theater Building

21- The West 10.00 feet of Lot 9 and all of Lot 10, in Block 100, Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

and a strip of ground 7.00 feet wide North and South by 60.00 feet long East and West, being the North half of the vacated alley adjoining said property on the South;

21- and the East triangular part of the North 100.00 feet of Lot 11, in Block 100, said Dundee Place, more particularly described as follows: Commencing at the Northeast corner of Lot 11, Block 100, Dundee Place and running thence South along the line between Lots 10 and 11 in said Block 100, 100.00 feet; thence Northwesterly direction in a straight line to a point on the North line of said Lot 11, 6 inches West of the Northeast corner thereof; thence East 6 inches to the Place of Beginning.

Roycroft Apartments

21- Lots 7, 8 and the East 40 feet of Lot 9, in Block 100, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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