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BOOK 854 PAGE 623

GCN Loan No. _____

AMENDED ASSIGNMENT OF LEASES AND RENTS

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THIS AMENDMENT ("Amendment") is made as of the 7 day of July, 1988, by and between GOLDOME CREDIT CORPORATION, a Delaware corporation ("Goldome"), and DUNDEE REALTY INVESTMENT COMPANY, a Nebraska general partnership comprised of Howard M. Weiner and A. Richard Weiner as its sole partners ("Dundee").

RECITALS:

This Agreement is made in reference to the following facts and objectives:

A. On or about February 29, 1988, Tzoriss Partnership, a Nebraska general partnership comprised of Dale A. Hahn, H. Steven Rothenberg, and Jack C. Rothenberg as its sole partners ("Tzoriss"), made, executed and delivered to Goldome a promissory note payable to Goldome in the principal amount of \$1,611,051.42 to evidence the indebtedness arising out of a loan of that amount to Tzoriss ("Original Note").

B. To secure the indebtedness evidenced by the Original Note, Tzoriss made, executed and delivered to Goldome, along with other security documents, an Assignment of Leases and Rents dated February 29, 1988 ("Original Rent Assignment"), wherein and whereby the income, profits and rents from the real property which is described in the attached Exhibit "A" which is made a part hereof by this reference, was pledged as security for the therein described indebtedness. The Original Rent Assignment was filed March 2, 1988, at 1:51 P.M., in Book 841 at Page 8 of the Miscellaneous Records of Douglas County, Nebraska.

C. Dundee has agreed to accept a deed and a bill of sale from Tzoriss the real and personal property which was pledged as collateral for the indebtedness evidenced by the Original Note, and assume Tzoriss's obligations to Goldome, and Goldome has agreed to release Tzoriss from those obligations and has further consented to the assumption of the same by Dundee ("Consent"), and which said obligations are now evidenced by a new amended note of even date herewith between Goldome and Dundee in the amount of \$1,686,051.42.

D. The Consent has been given by Goldome partially in consideration of Dundee's execution and delivery of this Amendment which is intended to amend the Original Rent Assignment as hereafter stated by, among other things, increasing the principal amount of the indebtedness to be secured by the Original Rent Assignment and substituting Dundee as the assignor thereunder.

E. The parties hereto desire and intend to amend and modify the Original Rent Assignment as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing recitals, which recitals are made a contractual part of this Amendment, and in consideration of the mutual agreements, provisions and covenants herein contained, the parties agree that the Original Rent Assignment is hereby amended by deleting each and all of its terms, and replacing the same with the following:

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 7th day of July, 1988, by DUNDEE REALTY INVESTMENT COMPANY, a Nebraska general partnership organized and existing under the laws of the State of Nebraska, whose mailing address is c/o Howard M. Weiner, 4645 Dodge Street, Omaha, Nebraska 68132 (herein called the "Assignor"), to GOLDOME 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

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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 Eighty-Six Thousand Fifty-one and 42/100 Dollars (\$1,686,051.42), evidenced by that certain \$1,686,051.42 Amended Promissory Note of Assignor to Assignee, dated of even date herewith (the "Promissory Note"), together with interest of any type or nature or late charges as provided by the 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 Amended 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 Property, as that term is defined 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, 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 irrevocably 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 tenants, rents payable, and such other matters as Assignee may reasonably request.

11. No Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession".

12. Continuing Rights. The rights and powers of Assignee hereunder shall continue and remain in full force and effect until all Indebtedness Secured Hereby, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of the equity of redemption if the Assignee be the purchaser at the foreclosure sale.

13. Successors and Assigns. This Assignment and each and every covenant, agreement and provision hereof, shall be binding upon the Assignor and its successors and assigns including, without limitation, each and every from time to time record owner of the Real Estate or any other person having an interest therein and shall inure to the benefit of the Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

14. Governing Law. This Assignment is made pursuant to and shall be governed by the laws of the State of Nebraska.

15. Validity Clause. It is the intent of this Assignment to confer to Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found unenforceable shall be severable from this Assignment.

16. Notices. Any notice which any party hereto may desire or may be required to give to any other party, shall be in writing and the mailing thereof by ordinary mail to the respective party's address as set forth hereinabove or to such other place such party may by notice in writing designate as its address shall constitute service of notice hereunder.

17. Security Deposits. The Assignor agrees on demand to transfer to the Assignee any security deposits held by Assignor under the terms of the Leases. Assignor agrees that such security deposits may be held by the Assignee without any allowance of interest thereon to Assignee and shall become the absolute property of the Assignee under any circumstances where Assignee exercises its remedies hereunder to be applied in accordance with the provisions of the Leases. Until Assignee makes such demand and the deposits are paid over to Assignee, the Assignee assumes no responsibility to the Tenant for any such security deposit.

18. No Equity Interest or Partnership. Nothing contained in the Promissory Note or herein is intended to be construed as creating a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between the parties hereto. This Assignment is intended to secure the obligations of the Assignor to repay the indebtedness secured hereby in accordance with the terms of the Promissory Note and nothing herein is intended to be construed as creating for the Assignee any interest in the Real Estate, other than the security interests described herein.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and the herein contained Assignment as of the date first above written.

DUNDEE REALTY INVESTMENT COMPANY,
a Nebraska general partnership

By: Howard M. Weiner
Howard M. Weiner, Partner

By: A. Richard Weiner
A. Richard Weiner, Partner

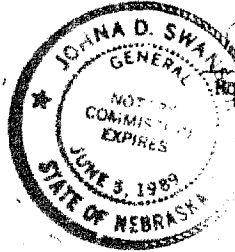
GOLDOME CREDIT CORPORATION,
a Delaware corporation

By: Alan D. Smith
Its: Asst. Vice President

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

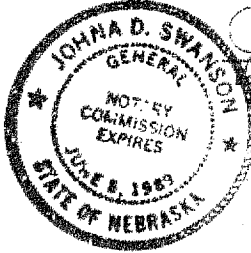
The foregoing instrument was acknowledged before me, a Notary Public, this 7 day of July, 1988, by Howard M. Weiner and A. Richard Weiner, Partners of Dundee Realty Investment Company, a Nebraska general partnership, on behalf of said partnership.



John D. Swanson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 14 day of July, 1988, by Steven C. White, the Asst. Vice President of Goldome Credit Corporation, a Delaware corporation, on behalf of said corporation.



John D. Swanson
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

821
820
211/24 Arlington Apartments and Duplex

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. 38-98-10

567
66A/138 Genoa and Sagamore Apartments

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. 11-5-4

AND

844
1215

Lot 6, in Block 2, in Brennan Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska. 11-4440

823
821 Glendale Apartments

211/24 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. 39-98-10

829
852
882
211 Norton Theater Building

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; 39-98-10

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;

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.

837 Roycroft Apartments

879
211

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. 39-98-10

11310
New