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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE



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CONSENT AND NON-DISTURBANCE AGREEMENT

This AGREEMENT, entered into this 25 day of September, 2008 by and between Omaha State Bank hereinafter referred to as Mortgagee, and A. C. Nelsen Enterprises, Inc., a Delaware corporation; Central Investment Co., Limited, a Nebraska limited partnership; Andrew C. Nelsen and Raymond Vance, not personally but as Trustees on behalf of Dianne E. Nelsen Marital Trust Agreement dated April 5, 1990; Nelsen Investments Limited Partnership, a Nebraska limited partnership, hereinafter referred to as Mortgagor, and TLC Properties, Inc., hereinafter referred to as Grantee.

WHEREAS, Mortgagee is the holder of two Deeds of Trust described as follows:

- 1) Deed of Trust executed by A. C. Nelsen Enterprises, Inc., a Delaware corporation; Central Investment Co., Limited, a Nebraska limited partnership; Andrew C. Nelsen and Raymond Vance, not personally but as Trustees on behalf of Dianne E. Nelsen Marital Trust Agreement dated April 5, 1990; Nelsen Investments Limited Partnership, a Nebraska limited partnership, as Trustor, dated April 18, 2008, filed May 16, 2008 as Instrument No. 2008048467, of the Records of Douglas County, Nebraska; and
- 2) Deed of Trust executed by A. C. Nelsen Enterprises, Inc., a Delaware corporation; Central Investment Company, a Nebraska general partnership; C. Clifton Nelsen and Nelsen Investments Limited Partnership, a Nebraska limited partnership, as Trustor, dated June 20, 1997, filed November 12, 1997 in Book 5139, Page 701 in the Records of Douglas County, Nebraska; and

encumbering the premises as described as follows:

Lot 2, Nelsen Industrial Park Replat 1, an addition to the City of Omaha, Douglas County, Nebraska

WHEREAS, the Mortgagor(s) signed an Easement over a portion of said premises to TLC PROPERTIES, INC., Grantee dated September 26, 2008 and recorded September 24, 2008 as Instrument No. 2008095096 of the records of Douglas County, Nebraska, and 2008099621 AKO

WHEREAS, the Mortgagee and the Grantee desire to define their position and obligations relative to each other as the same is applicable to the subject premises;

NOW, THEREFORE, in consideration of the mutual benefits to both Grantee and Mortgagee, the parties hereto agree as follows:

REC 776277

STATE OF Nebraska

COUNTY OF Douglas

On this, the 25 day of September, 2008

Before me, D.A. Christian
(Printed name of Officer/Notary Public)

the undersigned a/an Notary Public, personally appeared
(Notary Public/Officer)

Charles Boone
(Individual name(s) that appeared before Notary/Officer)

known (or satisfactorily proven) to me to be the person(s) whose name(s)

is subscribed to the within instrument and acknowledged to me
(is/are)

that he executed the same for the purposes therein contained.
(he/she/they)

IN WITNESS WHEREOF, I hereunto set my hand and official seal

D.A. Christian
(Signature of Officer/Notary Public)



1. Mortgagee acknowledges the existence of the above referenced Easement encumbering the captioned premises and hereby directs and consents that if there are any future rents and royalties payable under said Easement, they will be made payable to the Mortgagee, its successors or assigns.
2. In the event Mortgagee, its successors or assigns, initiates a foreclosure action as to the subject premises, the Mortgagee, its successors or assigns, agrees that the Easement rights of Grantee, its successors and assigns, shall not be disturbed in said foreclosure proceedings and agrees that any sale on the subject premises shall be made subject to the above referenced Easement and any extensions, renewals, or modifications thereof; that in any event of foreclosure, Mortgagee, its successors or assigns or a third party who purchases subject premises at foreclosure will not seek the extinguishment of the above referenced Easement. As consideration therefore, the Grantee agrees to recognize Mortgagee and any purchaser at a foreclosure sale as full and complete successor to all of the rights, payments, and obligations of the Grantor under said Easement. In no event shall this agreement be construed as a waiver of priority of the lien of Mortgagee to the Easement of Grantee.

This Agreement shall bind the parties hereto, their heirs, assigns and successors, and the provisions hereof shall inure to the benefit of any purchaser of the property from Mortgagee, their heirs and assigns, in the event Mortgagee shall sell same after foreclosure.

WITNESS this 25 day of September, 2008.

WITNESSES:

Linda J. Groves

[Signature]

MORTGAGEE:

[Signature]

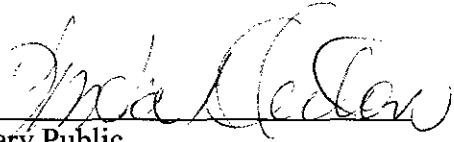
Vice President, Omaha State Bank
Charles Boone AKA
GRANTEE

Dick Denton
TLC Properties, Inc

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 26th day of September, 2008, before me, Linda K. Sexton, the undersigned a notary public, personally appeared Dick Deitering, in his capacity as representative of TLC Properties, Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

My commission expires:

