

RECORDATION REQUESTED BY:  
NBL, Inc., dba InterimLender.com  
116 N. Tennessee St, Suite 202  
McKinney, TX 75069

Number: 20150602  
BK: 2015 PG: 0602  
Recorded: 5/28/2015 at 2:27:10.0 PM  
Fee Amount: \$57.00  
Revenue Tax:  
Jennifer McAllister Recorder  
Fremont County, Iowa

WHEN RECORDED MAIL TO:  
NBL, Inc., dba InterimLender.com  
116 N. Tennessee St, Suite 202  
McKinney, TX 75069

SEND TAX NOTICES TO:  
NBL, Inc., dba InterimLender.com  
116 N. Tennessee St, Suite 202  
McKinney, TX 75069

FOR RECORDER'S USE ONLY

#### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS dated May 26, 2015, is made between **AMBICA VENTURES, LLC**, a Nebraska limited liability company (referred to below as "Grantor") and NBL, Inc., dba InterimLender.com, 116 N. Tennessee St, Suite 202, McKinney, TX 75069 (referred to below as "Lender").

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular. Words and terms not otherwise defined in this Assignment shall have meaning consistent with the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this Assignment of Leases and Rents, as may be amended or modified from time to time with all exhibits and schedules attached.

**Borrower.** The word "Borrower" means **AMBICA VENTURES, LLC**, a Nebraska limited liability company.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Grantor.** The word "Grantor" means **AMBICA VENTURES, LLC**, a Nebraska limited liability company.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Leases and Rents.** The words "Leases and Rents" mean all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds.

**Lender.** The word "Lender" means NBL, Inc., dba InterimLender.com, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 26, 2015, in the original principal amount of \$125,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancing, consolidations, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents executed in connection with the Indebtedness.

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Leases and Rents from the following described Property located in Fremont County, State of Iowa:

See Exhibit A, attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property address is commonly known as 108 North Fremont Street, Shenandoah, IA 51601. This is an absolute assignment of Leases and Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

**THIS ASSIGNMENT IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Leases and Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and manage the Property, collect the Leases and Rents, provided that the granting of the right to collect the Leases and Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LEASES AND RENTS.** Grantor represents and warrants to Lender that:  
**No Further Transfer.** Grantor will not sell, assign, encumber, or dispose of any of Grantor's rights in the Leases and Rents except as provided in this Assignment.  
**No Prior Assignment.** Grantor has not previously assigned or conveyed the Leases and Rents to any other person.  
**Ownership.** Grantor is entitled to receive the Leases and Rents free and clear of all rights, loans, liens, encumbrances, and claims except as accepted in writing by Lender.  
**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

**LENDER'S RIGHT TO COLLECT LEASES AND RENTS.** In the event of a default and where Lender exercises its rights under this Assignment, Lender shall have the right at any time, to collect and receive the Leases and Rents. To carryout and further this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Leases and Rents.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefore, all of the Leases and Rents; institute and carryon all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Leases and Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Leases and Rents to be paid directly to Lender or Lender's agent.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may

deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**APPLICATION OF LEASES AND RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Leases and Rents. Lender, in its sole discretion, shall determine the application of any and all Leases and Rents received by it; however, any such Leases and Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Leases and Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Leases and Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Leases and Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and any time thereafter, Lender may exercise any of the following rights and remedies, and others provided by law:

**Accelerate Indebtedness.** Lender shall have the right without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of the Property, to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Leases and Rents from the Property and apply proceeds, above the cost of receivership, toward the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Attorneys' Fees; Expenses.** If Lender institutes any action to enforce any of the terms of this Assignment, Lender is entitled to recover reasonable attorneys' fees at trial and upon any appeal. All reasonable expenses Lender incurred for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness and shall bear interest at the Note rate from the date incurred. Expenses covered by this paragraph include, without limitation, subject to any legal limits, Lender's attorneys' fees and expenses, court costs, including fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors'

reports, and appraisal fees, title insurance, and fees for the Trustee, as permitted by law.

**Collect Leases and Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Leases and Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. If the Leases and Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to receive and endorse payment in the name of Grantor. Payments by tenants to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made. Lender may exercise its rights in person, by agent, or through a receiver.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, is the entire understanding and agreement of the parties concerning this Assignment. No amendment to this Assignment is effective unless given in writing and signed by the party to be bound.

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between them arising from this Assignment or otherwise, including contract and tort disputes shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Grantor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Choice of Venue.** If there is a lawsuit, Grantor agrees to submit to the jurisdiction of the courts of Orange County, State of California.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of California.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment. No delay or omission by Lender in exercising any right shall operate as a waiver. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall

not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** All notices given must be in writing and are effective when actually delivered, actually received by telefacsimile (unless otherwise required by law), deposited with a nationally recognized overnight courier, or deposited in the United States mail, as first class, certified or registered mail directed to the addresses shown elsewhere in this Assignment. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various powers of attorney conveyed on Lender herein are granted for purposes of security and may not be revoked by Grantor until renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be unenforceable, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be modified so that it becomes legal, valid and enforceable. If the offending provision cannot be modified, it shall be considered deleted. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

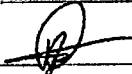
**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND AS AN AUTHORIZED SIGNER HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR.

Grantor: AMBICA VENTURES, LLC, a Nebraska limited liability company

  
\_\_\_\_\_  
Darshanbhai D. Patel, Managing Member

Date: 5/24/15

P. D. PATEL  
\_\_\_\_\_  
Pritiben D. Patel, Member

Date: 05/26/15

  
\_\_\_\_\_  
Amitkumar K. Patel, Member

Date: 5/26/15

Krunal Patel  
\_\_\_\_\_  
Krunal A. Patel, Member

Date: 5-26-15

B. U. N. G.  
\_\_\_\_\_  
Bhavinkumar K. Patel, Member

Date: 5/26/15

STATE OF Nebraska  
COUNTY OF Sarpy

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May (Month), 2015 (Year), within my jurisdiction, the within-named Darsanbhai D. Patel (Name of Mortgagor), who acknowledged that he executed the above and foregoing instrument.

Arlene A. Parde

NOTARY PUBLIC



My Commission Expires:  
July 18, 2018

(Acknowledgment may vary by state)

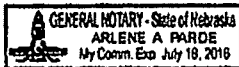
STATE OF Nebraska  
COUNTY OF Sarpy

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May (Month), 2015 (Year), within my jurisdiction, the within-named Pritiben D. Patel (Name of Mortgagor), who acknowledged that he executed the above and foregoing instrument.

Arlene A. Parde

NOTARY PUBLIC

My Commission Expires:  
July 18, 2016



(Acknowledgment may vary by state)

STATE OF Nebraska  
COUNTY OF Sarpy

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May (Month), 2015 (Year), within my jurisdiction, the within-named Amit Kumar K. Patel (Name of Mortgagor), who acknowledged that he executed the above and foregoing instrument.

Arlene A. Farde

NOTARY PUBLIC



My Commission Expires:  
July 18, 2016

(Acknowledgment may vary by state)



STATE OF Nebraska  
COUNTY OF Sarpy

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May (Month), 2015 (Year), within my jurisdiction, the within-named Krutiben A. Patel (Name of Mortgagor), who acknowledged that he executed the above and foregoing instrument.

Arlene A. Parde

NOTARY PUBLIC



My Commission Expires:  
July 18, 2016

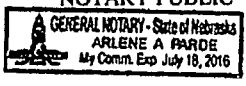
(Acknowledgment may vary by state)

STATE OF Nebraska  
COUNTY OF Sarpy

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of May (Month), 2015 (Year), within my jurisdiction, the within-named Bhavir Kumar K. Patel (Name of Mortgagor), who acknowledged that he executed the above and foregoing instrument.

Arlene A. Parde

NOTARY PUBLIC



My Commission Expires:  
July 18, 2016

(Acknowledgment may vary by state)

**EXHIBIT 'A'**

File No.: **NCS-715694-SLC1 (KLP)**  
Property: **108 North Fremont Street, Shenandoah, IA**

**02/17/2015**

**All of the following described parcel of land located in part of the SE 1/4 NE 1/4 and in the NE 1/4 NE 1/4 of Section 24, Township 69 North, Range 40 West of the 5th P.M., Fremont County, Iowa, EXCEPT the North 261.00 feet thereof:**

**Commencing at the East Quarter corner of said Section 24; thence North 00 degrees 00 minutes 00 seconds W along the East line of Section 24, 835.10 feet; thence North 90 degrees 00 minutes 00 seconds West 88.60 feet to the point of beginning, which is a point on the West right-of-way line of U.S. 59 Highway; thence North 00 degrees 24 minutes 00 seconds West along the West right-of-way line of U.S. 59 Highway, 500.00 feet; thence North 90 degrees 00 minutes 00 seconds West 482.00 feet; thence South 00 degrees 00 minutes 00 seconds West 400 feet to the Northwest Corner of Lot 2 as shown on page 318 of Irregular Survey Book 2 in the Fremont County Recorder's office; thence North 90 degrees 00 minutes 00 seconds East, 165 feet to the Northeast Corner of said Lot 2; thence South 00 degrees 00 minutes 00 seconds West along the East line of said Lot 2, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East 320.80 feet to the point of beginning. Note For purposes of the above description, the East line of Section 24 is assumed to bear due North and South.  
A.P.N.**

Initials: \_\_\_\_\_