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WHEN RECORDED, PLEASE RETURN TO:

Mortgage Loan Department
 First National Bank of Omaha
 First National Plaza, Third Floor
 11404 West Dodge Road
 Omaha, NE 68154
 (402) 498-5306

GEORGE DOUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

CASH 3959 H BK 1059 R 1-15-18 FB 01-60000
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SUBORDINATION AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION AND NONDISTURBANCE AGREEMENT, made this 17th day of February, 1993, by and among FIRST NATIONAL BANK OF OMAHA, a national banking association, whose mailing address is One First National Center, Omaha, Nebraska 68102 ("Mortgagee"), SEECHOL PROPERTIES II, a Nebraska general partnership, whose mailing address is c/o Thomas L. Nichols, Guns Unlimited, Inc., 4325 South 120th Street, Omaha, Nebraska 68137 ("Seller"), and STEPHEN A. BURKE, whose mailing address is 4855 So 108th 68137 ("Purchaser").

This Agreement is made with reference to the following facts:

A. Under date of August 26, 1992, Mortgagee made a loan to Seller in the amount of \$500,000.00, secured by a Deed of Trust, Security Agreement and Assignment of Rents dated August 26, 1992, and recorded September 3, 1992, in Mortgage Record Book 3864 at Page 18 of the Mortgage Records of Douglas County, Nebraska (the "Deed of Trust"), constituting a first lien upon the property then described as:

Lots 533, 534 and 535 in Hillsborough, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska,

which property has now been replatted as:

Lots 1, 2 and 3, Hillsborough Replat II, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska,

which property, together with the improvements now or hereafter constructed thereon is herein referred to as the "Shopping Center."

B. Purchaser has acquired fee title to the property described on the Land Surveyor's Certificate, a copy of which is attached hereto, marked Exhibit "A" and by this reference incorporated herein.

C. Pursuant to a Dedication of Easement, acknowledged on the 23rd day of December, 1992, a copy of which is attached hereto, marked Exhibit "B" and by this reference incorporated herein, Seller dedicated and granted a nonexclusive easement and right-of-way for purposes of egress and ingress over, upon and across a portion of the Shopping Center (the "Easement").

D. Seller has requested that Mortgagee execute the within Subordination and Nondisturbance Agreement for the purpose of subordinating the lien of the Deed of Trust to the rights of grantees under the Dedication of Easement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions hereinafter set forth, Mortgagee hereby consents to and approves the Easement, together with the right of Purchaser to pave the Easement, provided that Purchaser shall not have or claim a lien or other further interest in the Shopping Center, or any portion thereof, on account of the installation of such paving.

2. Mortgagee agrees with Purchaser and Seller that the liens and security interests granted to Mortgagee in the Deed of Trust shall be, and hereby are declared, subject and subordinate to the rights of Purchaser under the Easement.

3. Seller and Purchaser hereby certify to Mortgagee that the Easement is in full force and effect as set forth in Exhibit "B."

4. Mortgagee agrees with Purchaser and Seller that until the Easement has been released, Purchaser shall not be named or joined as a party defendant to any suit, action or proceeding instituted by Mortgagee wherein the interests and nonexclusive possession of Purchaser are sought to be terminated or otherwise disturbed, affected or impaired; and, in the event of a nonjudicial trust deed foreclosure, shall preserve the interests of Purchaser.

5. This Agreement shall run with the land and be binding upon the parties hereto and their respective heirs, successors, administrators and assigns.

6. This Agreement contains the entire agreement among the parties with respect to the subject matter and cannot be changed, modified, waived or canceled, except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SEECHOL PROPERTIES, II,
a Nebraska general partnership

By: [Signature]
Thomas L. Nicholas, Partner

By: [Signature]
Lee D. Seemann, Jr., Partner

By: [Signature]
Stephen M. Farrell, Partner

FIRST NATIONAL BANK OF OMAHA,
a national banking association,

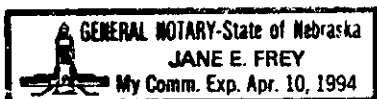
(CORPORATE SEAL)

By: [Signature]
Edward J. Kelleher,
Second Vice President

[Signature]
Stephen A. Burke

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of February, 1993, by Thomas L. Nicholas, Lee D. Seemann, Jr. and Stephen M. Farrell, the partners of Seechol Properties, II, a Nebraska general partnership, on behalf of said general partnership.

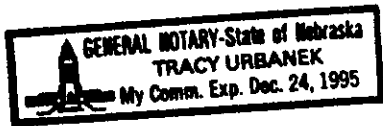


[Signature]
Notary Public

My commission expires April 10, 1994

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

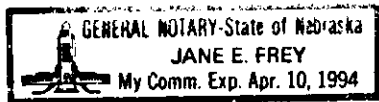
The foregoing instrument was acknowledged before me, a Notary Public, this 17th day of February, 1993, by Edward J. Kelleher, Second Vice President of First National Bank of Omaha, a national banking association, on behalf of said association.



Tracy Urbanek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me a Notary Public, this 18 day of February, 1993, by Stephen A. Burke.



Jane E. Frey
Notary Public
My commission expires April 10, 1994

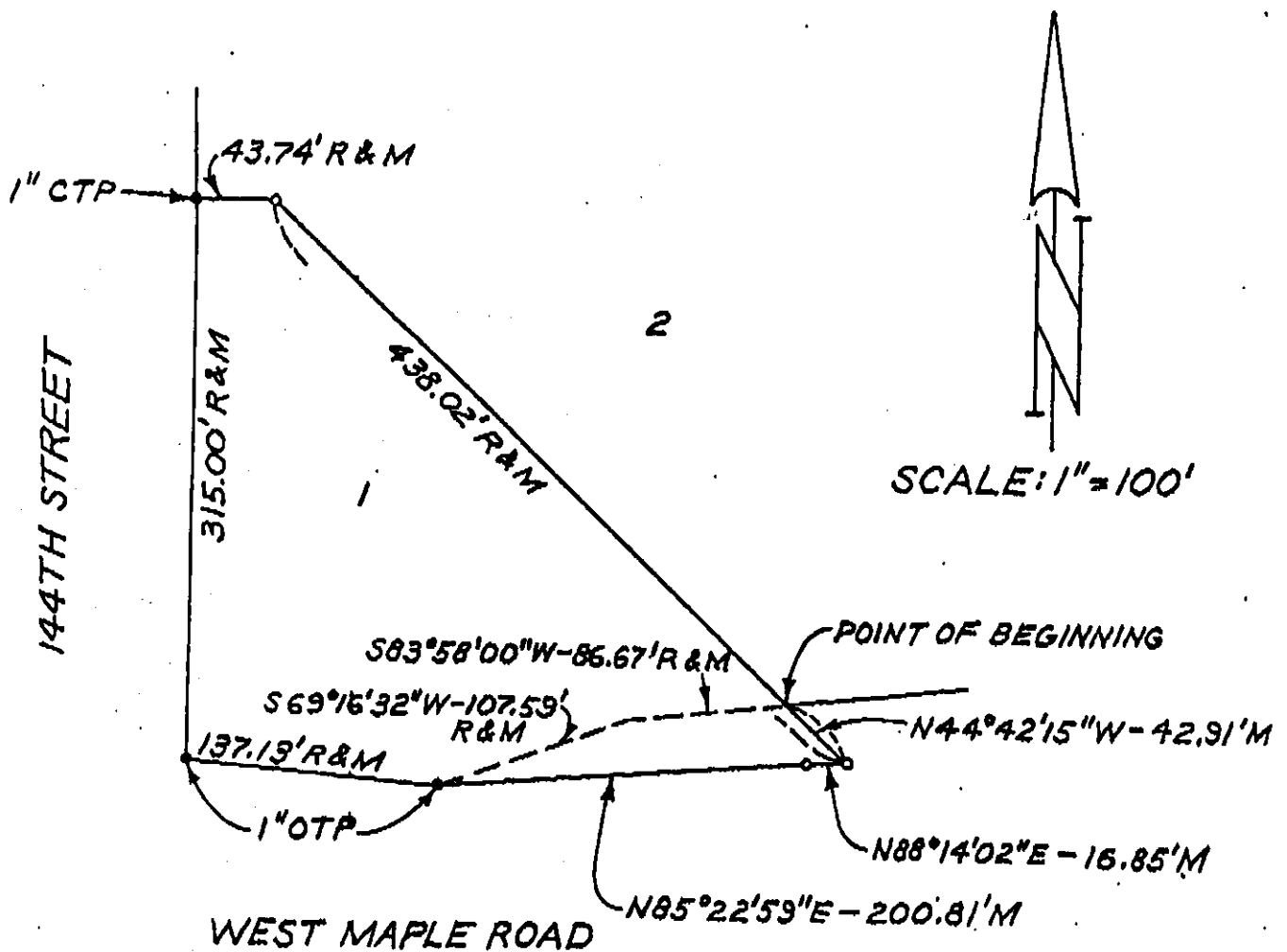
I hereby certify that this survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

BOOK 1059 PAGE 243

LEGAL DESCRIPTION

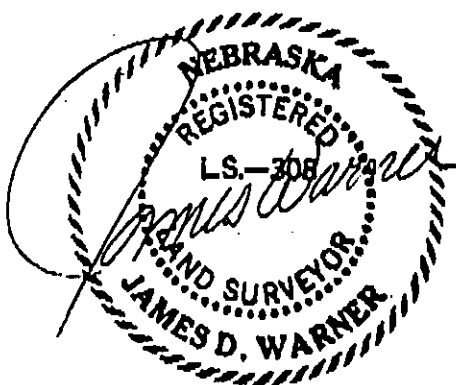
Lot 1, Hillsborough Replat II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with that part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows: Beginning at the most easterly corner of said Lot 1; thence S83°-58'-00"W (assumed bearing) 86.67 feet on the Southerly line of said Lot 1; thence S69°-16'-32"W 107.59 feet on the Southerly line of said Lot 1; thence N85°-22'-59"E 200.81 feet; thence N88°-14'-02"E 16.85 feet; thence N44°-42'-15"W 42.91 feet to the point of beginning. (Containing 64,936 square feet.)

EXHIBIT "A"



ADDRESS: _____ BUILDING PERMIT NO. _____

Date: January 4, 1993 Reg. No. 308



LEGEND

corners found	•
corners set (1" CTP)	○
recorded distance	R
measured distance	M
computed distance or angle	COMP
crimped top pipe	C.T.P.
open top pipe	O.T.P.
set temporary point	△

TD² FILE NO. 165-116-16
HILLSBOROUGH
 BOOK BOOK 8 PAGE 42

EXHIBIT "B"

DEDICATION OF EASEMENT

Seechol Properties II, a Nebraska general partnership ("Seechol"), hereby grants and dedicates an easement as follows:

1. **Development Property.** Seechol is the owner of certain real property which is more particularly described as Lot 1, Lot 2 and Lot 3 of Hillsborough Replat II, an addition to the City of Omaha, Douglas County, Nebraska, along with the real property described on Exhibit "A" (collectively the "Development Property" or individually "Lot 1," "Lot 2," "Lot 3" and the "Right of Way," respectively).

2. **Grant and Dedication of Easement.** Seechol hereby dedicates and grants a nonexclusive easement and right-of-way for purposes of egress from and ingress to Lot 1 and Lot 3 to provide the fee owner thereof and his invitees and customers access between (i) Lot 1 and Lot 3 and (ii) 144th Street and 142nd Street. The easement dedicated and granted by this Dedication is approximately as shown on Exhibit "B" attached to and incorporated herein by reference (the "Easement").

The Easement may be relocated by Seechol, in its sole discretion, to conform to the development plan for the Development Property, if the following conditions are met:

- a. The Easement shall not be less than 25 feet in width.
- b. The portion of Easement allowing access to 142nd Street shall run generally along the Southerly portion of Lot 2, or shall run generally to the South of Lot 2.
- c. The portion of Easement allowing access to 144th Street shall run generally along the westerly portion of Lot 2.
- d. The Easement shall be adjusted to allow access to 144th Street and 142nd Street at such points as are approved by the proper governmental authorities.
- e. If the Easement is relocated subsequent to being paved, then Seechol will pave the new easement area as a condition to its relocation.

Such relocation shall be evidenced by a subsequent recordation clarifying this Dedication or by Seechol paving a relocated easement conforming to this Dedication. The Easement shall run with the title to the Development Property and each of Lot 1, Lot 2 and Lot 3 and shall not be deemed a covenant personal only to the parties hereto.

EXHIBIT "B"

3. **Term.** The Easement is granted in perpetuity and is a nonexclusive easement appurtenant to Lot 1 and Lot 3. Seechol reserves the right to use and permit others to use the Easement.

4. **Maintenance.** Seechol shall maintain the Easement in good condition and repair and shall be responsible for all snow removal. The cost of maintaining the Easement shall be shared between Lot 1, Lot 2 and Lot 3. The fee owner of Lot 1 shall be required to reimburse Seechol an amount equal to 11 percent of the total cost of all such maintenance reported by Seechol. The fee owner of Lot 3 shall be required to reimburse Seechol an amount equal to 6.5 percent of such cost. Such reimbursements shall be made within 30 days after notice thereof.

6. **Indemnification.** The fee owners of Lot 1 and Lot 3, shall indemnify and hold Seechol harmless from and against any and all liabilities, losses, claims, costs, damages, attorneys' fees, or other expense which Seechol may sustain or incur in connection with such owner's or their respective agents', invitees', employees', customers', lessees', licensees', or successors' use of the Easement, which are not due to any act or omission which constitutes the willful conduct or gross negligence of Seechol, its principals, agents, employees, successors, or assigns. The fee owners of Lot 1 and Lot 3 shall promptly repair or replace, at their sole expense, any property of Seechol damaged or destroyed by such owner or their agents, invitees, employees, customers, lessees, licensees, or successors incident to the use of the Easement.

7. **Prescriptive Easement.** The owners of Lot 1 and Lot 3 waive all right to (i) expand the Easement or (ii) acquire additional easement(s) on, across, or over the Development Property by prescriptive use.

8. **No Dedication.** Nothing contained in this Dedication will be deemed to be a gift or dedication of any portion of the Development Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Dedication will be strictly limited to and for the purposes expressed herein.

9. **Benefit.** This Dedication shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.

[Signatures appear on following page.]

"Seechol"
SEECHOL PROPERTIES II, a Nebraska
General Partnership

By [Signature]
By [Signature]
By [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23
day of June, 1992, by _____,
and _____, all of the general partners of Seechol
Properties II, a Nebraska general partnership, on behalf of the
partnership.

[Signature]
NOTARY PUBLIC

NOTARY-STATE OF NEBRASKA
DONNA R. GUMBERT
My Comm. Exp. Jan. 21, 1993

EXHIBIT "A"
LEGAL DESCRIPTION

the following described real property situated in

.....Douglas..... County and State of Nebraska

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, described as follows:

Referring to the Southwest Corner of said Quarter Quarter Section; thence easterly a distance of 1,322.37 feet along the South Line of said Quarter Quarter Section; thence northerly deflecting 089 degrees, 57 minutes, 44 seconds left, a distance of 321.70 feet to the point of beginning; thence westerly deflecting 084 degrees, 04 minutes, 00 seconds left, a distance of 563.34 feet; thence westerly deflecting 012 degrees, 13 minutes, 02 seconds left, a distance of 403.11 feet; thence westerly deflecting 014 degrees, 40 minutes, 35 seconds left, a distance of 107.70 feet; thence easterly deflecting 163 degrees, 54 minutes, 33 seconds left, a distance of 201.00 feet; thence easterly deflecting 002 degrees, 50 minutes, 53 seconds right, a distance of 600.75 feet; thence easterly deflecting 005 degrees, 03 minutes, 20 seconds right, a distance of 261.31 feet to the point of beginning containing 29,722.32 square feet, more or less.

There will be no ingress or egress over the following described controlled access line located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska.

Referring to the Southwest Corner of said Quarter Quarter Section; thence easterly a distance of 1,322.37 feet along the South Line of said Quarter Quarter Section; thence northerly deflecting 089 degrees, 57 minutes, 56 seconds left, a distance of 261.31 feet; thence westerly deflecting 005 degrees, 03 minutes, 20 seconds left, a distance of 600.75 feet; thence westerly deflecting 002 degrees, 50 minutes, 53 seconds left, a distance of 201.00 feet to the point of termination.

HILLSBOROUGH REPLAT II

APPROX. LOCATION OF DRIVEWAY EASEMENT
TO ACCESS LOTS 1, 2 & 3.

SE CORNER OF THE POINT 1/2
OF SECTION 1, T10N, R11E

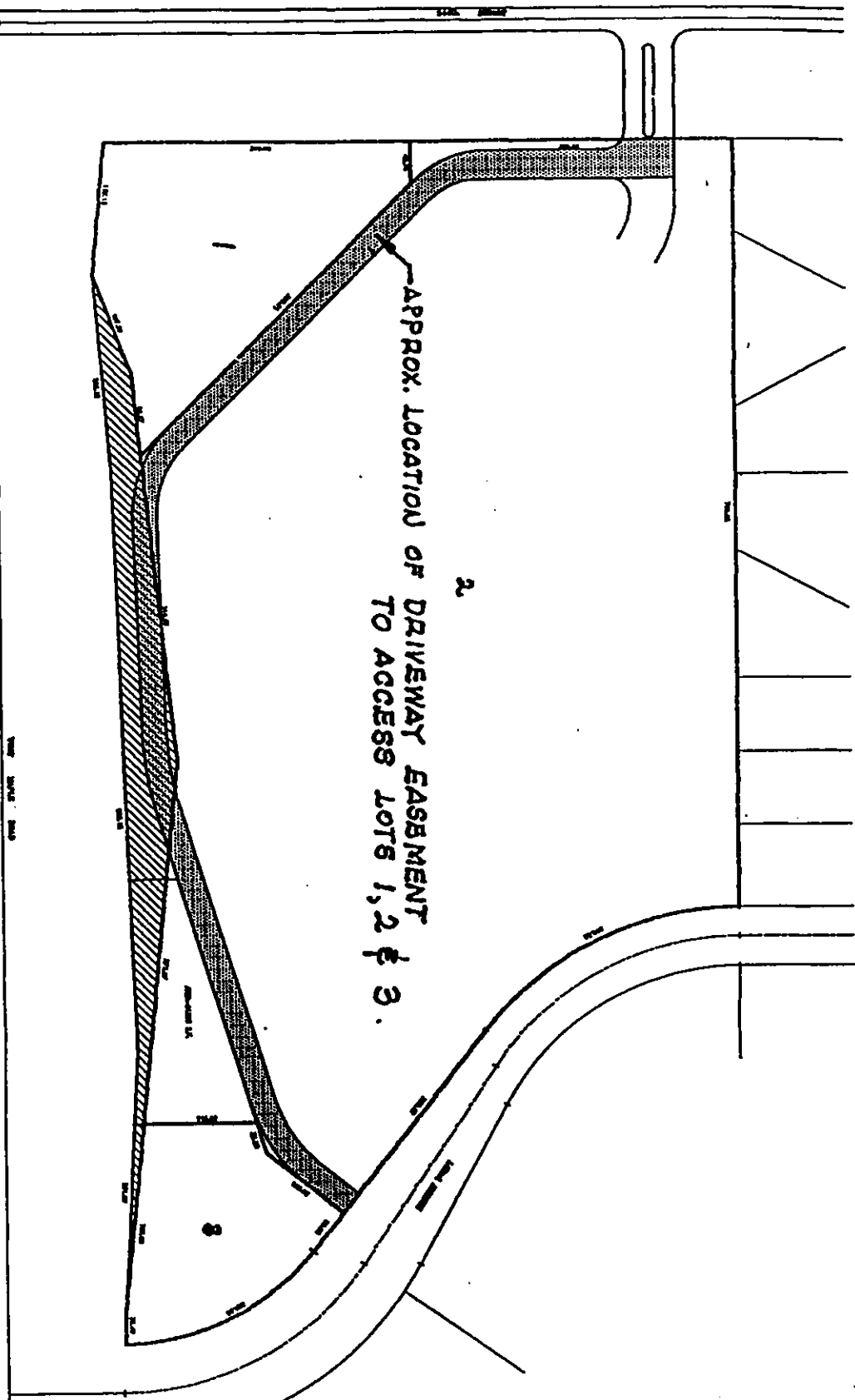
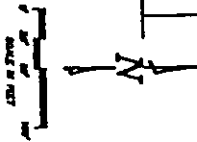


Exhibit "A"

172-12/



2 THOMPSON, DEANE & DOWNER
 Consulting Engineers & Land Surveyors
 2005 OLD HILL ROAD
 DUNELM, NC 28534
 (919) 286-8800

HILLSBOROUGH REPLAT II

12-15-92
2001