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ASSIGNMENT OF RENTS

THIS ASSIGNMENT, made the 11th day of December, 2003, by Wally Properties, LLC, ("Owner" or "Mortgagor", whether one or more) to THE FIRST NATIONAL BANK OF FORT SMITH, ("Mortgagee"),

WITNESSETH

THAT WHEREAS, the Owner has title to the premises, described as follows:

LEGAL DESCRIPTION: See Attached Exhibit "A"

STREET ADDRESS: 99th Street & Military Avenue, Omaha, NE

Handwritten: FEE 10.00 FB 00-36854
BKP _____ C/O _____ COMP *MS*
DEL _____ SCAN _____ FV _____
Handwritten: 3/2

and the Mortgagee now holds a mortgage thereon to secure the repayment of a certain promissory note(s), and in order to better secure the payment of the said note(s) and mortgage and the performance of all of the terms, covenants and conditions of said mortgage and of the Note (s) which it secured;

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH, as follows:

1. That the Owner does hereby transfer and assign unto the said Mortgagee and its assigns forever, all of the rents, revenues, issues, profits and proceeds thereof now due and hereafter to become due from the mortgaged premises above described, and also all present and future leases and rental agreements affecting the said premises.

2. The Mortgagee is hereby given and granted full power and authority, as principal:

(a) To enter upon and take possession of said premises; to demand, collect and receive from the tenant or tenants now or hereafter in possession of the said premises, or any part thereof, or from other persons liable therefor, all of the rents and revenues from such tenant or tenants or other persons, which may now be due and unpaid and which may hereafter become due; to institute and carry on all legal proceedings necessary for the protection of the above described premises, including such proceedings as may be necessary to recover the possession of the whole or of any part of said premises; to institute and prosecute any and all suits for the collection of rents and all other revenues from said premises which may now be due and unpaid and which may hereafter become due; to institute and prosecute summary proceedings for the removal of any tenant or tenants or other persons from said premises; and to pay the cost and expenses of all such suits and proceedings out of the rents and other revenues received;

(b) To maintain said premises and keep the same in repair; to pay, out of the rents and other revenues received, the costs thereof and of all services of all employees, including their equipment, and of all of the running expenses and expenses of maintaining and keeping said premises in repair and in proper condition, also all interest on the principal sum of the note(s) and mortgage above mentioned, now due and unpaid and hereafter to become due, and all of the above mentioned principal sum of said note(s) and mortgage now due and unpaid and hereafter to become due, and also all taxes, assessments and water rates now due and unpaid and which may hereafter become due and a charge or lien upon said premises, and the premiums on policies or fire insurance now or hereafter affected by the said Mortgagee as security for the amount secured by said note(s) and mortgage;

(c) To execute and comply with all of the laws of the State of Nebraska, and also all laws, rules, orders, ordinances and requirements of any and all agencies thereof as well as local governmental entities affecting said premises and to pay the costs thereof out of the rents and other revenues received;

(d) To rent or lease the whole or any part of said premises for such term or terms and on such conditions as to the said Mortgagee may seem proper;

(e) To employ an agent or agents to rent and manage said property and to collect the said rents and other revenues thereof, and to pay the reasonable value of its or their services out of the rents and revenues received;

(f) To act exclusively and solely in the place and stead of the Owner, and to have all of the powers as Owner, as possessed by said Owner, for the purposes aforesaid.

3. The said Owner hereby authorizes and empowers the said Mortgagee to effect general liability insurance, boiler insurance, plate glass insurance, rent insurance and workmen's compensation law (in addition to the fire insurance above mentioned) and generally such other insurance as is customarily effected by an owner of real property of a style and kind of the premises above described, or as the said Mortgagee may deem advisable or necessary to effect, and to pay the premiums and charges therefor out of the said rents and other revenues received.

4. The said Mortgagee, in its sole discretion, shall, from time to time, determine to which one or more of the purposes aforesaid the said rents and revenues shall be applied and the amount to be applied thereto.

5. Nothing in this instrument contained shall prejudice or be construed to prejudice the right of the said Mortgagee to commence and prosecute, or to prevent the said Mortgagee from commencing and prosecuting any action which it may deem advisable, or which it may be entitled to commence and prosecute for the foreclosure of the above mentioned note(s) and mortgage, or to prejudice any other rights of the said Mortgagee; nor shall this instrument be construed to waive any defaults now existing or which may occur under said note(s) and mortgage; nor shall this instrument be construed as granting a forbearance or extension of time of payment.

6. This assignment of rents shall be held by the Mortgagee as additional and further security for the payment of the principal amount, accrued interest, attorney's fees and costs of the aforesaid mortgage and for the performance of all the terms, covenants and conditions of said note(s) and mortgage, it being understood, however, that the Mortgagee shall not apply or enforce this assignment of rents so long as the mortgagor or other Owner of the property shall fully and promptly pay the items required to be paid by said note(s)

(12) *

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and mortgage and provided further that the mortgagor or other Owner of the property shall fully and faithfully perform all the terms, covenants and conditions of said note(s) and mortgage; and it being further understood that immediately upon default by the Mortgagor or other Owner of the property in the performance of any of the terms, covenants and conditions of said note(s) and mortgage or immediately upon the failure of the mortgagor or other Owner of the property to make any of the payments required to be made by said note(s) and mortgage, and upon the occurrence of any default whatsoever, the Mortgagee may immediately apply and enforce this assignment of rents and exercise the rights and remedies thereunder, without previous or prior notice to the mortgagor or other Owner of the property; and thereupon this assignment of rents shall be and continue in full force and effect thereof or prejudice the rights of the Mortgagee, nor shall the Mortgagee be required under this agreement to exercise or enforce any of the rights herein granted to it, all the matters herein contained being strictly discretionary with the said Mortgagee.

7. The Owner, for itself, its successors, heirs and assigns, covenants and agrees that it will not orally or in writing, modify, surrender, or renew any of such leases, or diminish the obligations of the lessees thereunder, or release any one or more tenants from their respective obligations under such leases, without previous written consent of the Mortgagee; and the Owner further covenants and agrees that it will not assign or pledge said rents or collect from any of the tenants or lessees any rent or rentals in advance of the due date thereof, without written consent of the Mortgagee. Any violation of this covenant shall constitute a default under the note (s) and Mortgage and in such event, the whole amount of the principal then remaining unpaid shall immediately become due and payable. These covenants shall continue in full force and effect until the note(s) and mortgage debt is paid in full.

IN WITNESS WHEREOF, the above instrument has been duly executed by the parties hereto.

"OWNER"

Wally Properties, LLC

by: John D. Alford
John D. Alford, Operating Manager

"MORTGAGEE"

FIRST NATIONAL BANK OF FORT SMITH, ARKANSAS

By: [Signature]
Vice President

ATTEST:

Jackie Garrett
Assistant Secretary

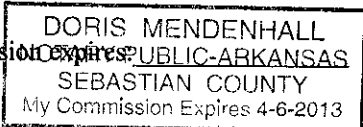
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF SEBASTIAN)

ON THIS 11th day of December, 2003, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the above County and State, appeared in person the within-named John D. Alford, Operating Manager of Wally Properties, LLC to me personally well known, who stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of December, 2003.

Doris Mendenhall
Notary Public

My commission expires 

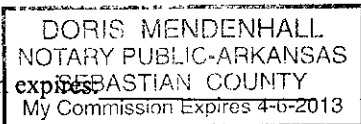
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF SEBASTIAN)

ON THIS 11th day of December, 2003, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the above County and State, appeared in person the within-named John S. Johnson and Jackie Garrett to me personally well known, who stated that they were the Vice President and Assistant Secretary of THE FIRST NATIONAL BANK OF FORT SMITH, FORT SMITH, ARKANSAS, a national banking institution, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said Bank, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of December, 2003.

Doris Mendenhall
Notary Public

My commission expires 

THIS INSTRUMENT PREPARED BY THE FIRST NATIONAL BANK OF FORT SMITH, ARKANSAS

EXHIBIT "A"

LOTS 2 AND 3, STARWOOD SOUTH REPLAT, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. TOGETHER WITH AN ACCESS EASEMENT LYING IN LOT 1, STARWOOD SOUTH REPLAT AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2; THENCE S 2 59'52" W A DISTANCE OF 41.99 FEET; THENCE S 87 00'08" E A DISTANCE OF 638.85 FEET; THENCE N 2 59'51" E A DISTANCE OF 281.45 FEET; THENCE N 51 38'42" E TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF REDICK CIRCLE A DISTANCE OF 42.99 FEET; THENCE N 57 14'40" W ALONG SAID RIGHT OF WAY A DISTANCE OF 25.60 FEET; THENCE CONTINUING ON SAID RIGHT OF WAY ON CURVE WITH A RADIUS OF 140.23 FEET AND ARC DISTANCE OF 74.10 FEET AND A CHORD BEARING N 72 22'27" W A DISTANCE OF 73.24 FEET; THENCE S 42 00'53" E A DISTANCE OF 26.62 FEET; THENCE S 2 59'52" W A DISTANCE OF 266.75 FEET; THENCE S 47 59'52" W A DISTANCE OF 19.09 FEET; THENCE N 87 00'08" W A DISTANCE OF 583.35 FEET ALONG THE SOUTHERLY LINE OF LOTS 2, 3, AND 4 TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: 39,910.46 SQUARE FEET OR 0.92 ACRES MORE OR LESS