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57-274

ASSIGNMENT AND ASSUMPTION OF LEASES

KNOW ALL MEN BY THESE PRESENTS, that PATRICIAN EQUITIES CORP., a corporation duly organized and existing under and by virtue of the laws of the State of Florida (the "Assignor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars lawful money of the United States to it in hand paid by SOUTHROADS MALL LIMITED PARTNERSHIP, a limited partnership duly organized and existing under and by virtue of the laws of the State of Nebraska (the "Assignee"), hereby assigns to the Assignee all of its right, title and interest, as landlord, in and to those certain leases (the "Leases") ~~more fully described on Exhibit A annexed hereto and made a part hereof,~~ affecting certain parcels of real property in the City of Bellevue, Sarpy County, State of Nebraska, as more particularly described on Exhibit ~~A~~ annexed hereto and made a part hereof, including the security deposits thereunder (if any) set forth on Exhibit ~~B~~ annexed hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns from and after the date hereof.

The Assignor makes no covenant, representation or warranty with respect to the Lease or this assignment thereof, except that the Assignor represents and warrants that it has not previously assigned the Lease or any interest therein, except in connection with the mortgages covering the aforesaid real property.

FILED FOR RECORD 4-30-84 11:30 AM IN ROOM 57
 OF 274 Case of Hedges
 REGISTER OF DEEDS, SARPY COUNTY, NEB.
 Muehle. 38-50

Rec'd 04315

57-274 A

The Assignée hereby assumes, from and after the date hereof, all of the obligations of the Assignor, as landlord, under the Leases and hereby agrees to indemnify, defend and hold the Assignor harmless from and against any and all loss, liability, cost or expense, including attorney's fees, that the Assignor may sustain by virtue of any claim or proceeding being asserted against the Assignor by virtue of any occurrence, matter or state of facts arising from and after the date hereof which may constitute an obligation on landlord's part to be performed under the Leases.

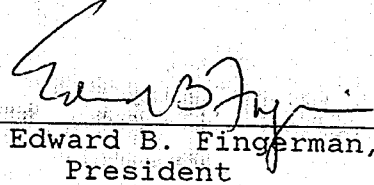
IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the 1st day of April, 1984.

ASSIGNOR:

PATRICIAN EQUITIES CORP.

~~WITNESS:~~

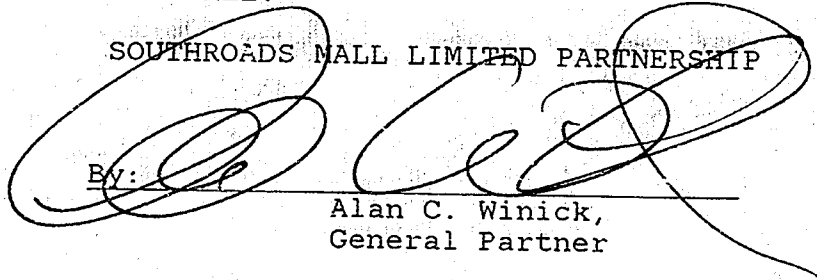
By:


Edward B. Fingerman,
President

ASSIGNEE:

SOUTHROADS MALL LIMITED PARTNERSHIP

By:

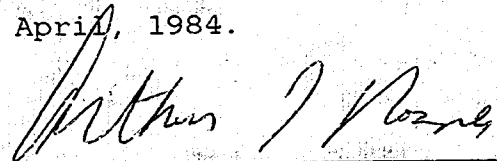

Alan C. Winick,
General Partner

57-274 B

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 27th day of April, 1984, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said County and State personally appeared ALAN C. WINICK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the General Partner of SOUTHROADS/MALL LIMITED PARTNERSHIP, a Nebraska limited partnership, and to me personally known to be such General Partner and acknowledged that as such General Partner he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of April, 1984.



Notary Public

ARTHUR J. ROSNER
Notary Public, State of New York
No. 4781498
Qualified in Westchester County
Commission Expires March 30, 1985

57-274C

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this ^{22nd} day of April, 1984, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said County and State personally appeared EDWARD B. FINGERMAN, who being duly sworn, did depose and say that he resides at 38 Hickory Hill, Montvale, New Jersey 07645; that he is the President of PATRICIAN EQUITIES CORP., a corporation organized under the laws of the State of Florida and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ^{22nd} day of April, 1984.

Arthur J. Rosner

Notary Public

ARTHUR J. ROSNER
Notary Public, State of New York
No. 4781498
Qualified in Westchester County
Commission Expires March 30, 1985

57-274 D

EXHIBIT A

The leasehold estate created by that certain lease, dated June 29, 1965, between Woodmen of the World Life Insurance Society, as lessor, and Alan Baer and J.D. Diesing, as Trustees of the E. John Brandeis Trust, as lessee, a short form of which was recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, in Book 35 Miscellaneous Records, at page 367, as amended by agreement, dated as of April 1, 1984, between _____, covering all that certain piece, piece and parcel of land described as follows:

A tract of land lying wholly within the Southwest quarter (SW 1/4) of Section 14, township 14 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C and 8D, of Clinton's Subdivision in said Section 14; all of tax lots F2B1B1, F2B1B2 and C4 in said Section 14; all of Lots 7 and 10, part of Lots 11 and 12 of Lawndale Subdivision in said Section 14; all of Lots 1 and 2 and part of Lots 3, 6 and 7 of Jull's Subdivision in said Section 14; also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the intersection of the East R.O.W. of State Highway 73-75 and the North R.O.W. of Childs Road; thence N 15°20'02" W (assumed bearing) along said East R.O.W. of State Highway 73-75 488.69 feet; thence continuing along said East R.O.W. along a curve to the left with a radius of 2914.90 feet and arc length of 462.94 feet (chord bearing N 20°21'12" W 462.46 feet) to the intersection of said East R.O.W. and the South R.O.W. of Brewster Road; thence N 73°25'50" E along said South R.O.W. 654.09 feet; thence N 69°00'48" E continuing along said South R.O.W. 354.84 feet; thence N 74°31'17" E continuing along said South R.O.W. 20.55 feet; thence S 00°15'35" W 134.81 feet; thence S 88°27'10" E 107.52 feet; thence S 00°37'45" W 3.50 feet; thence S 88°27'10" E 3.00 feet; thence N 00°37'45" E 3.50 feet; thence S 89°19'25" E 94.31 feet; thence S 00°09'16" W 76.14 feet; thence N 87°15'31" E 82.20 feet; thence S 00°54'27" W 71.73 feet; thence N 89°11'48" W 35.42 feet; thence S 00°15'43" W 610.98 feet; thence N 89°45'33" W 29.54 feet; thence S 55°03'43" W 15.00 feet; thence S 34°56'17" E 349.00 feet; thence S 10°19'57" E 36.03 feet to a point on the North R.O.W. of Childs Road; thence S 89°57'58" W along said North R.O.W. of Childs Road 1099.18 feet to the point of beginning. Described tract contains 27.05 Acres, more or less.

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EXHIBIT B

NONE

0042R