



RECORDED

APR 15 12 05 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

WHEN RECORDED RETURN TO:

STANDARD MORTGAGE INVESTORS, LLC
POST OFFICE BOX 711
PORTLAND, OR 97207
ATTN: J. West, P7E

SMI LOAN NO. 98011501

4895 / 60-11470
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SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

Recitals

A. The undersigned Lessor and Lessee are parties to a lease dated **December 23, 1994** ("the Lease"), which lease covers part or all of the real property (the "Property") described as follows:

Lot 5, in Evergreen Village, an Addition to the City of Omaha, Douglas County, Nebraska.

B. Standard Mortgage Investors, LLC, an Oregon limited liability company ("Lender") has agreed to make or purchase a loan to Lessor in the original principal sum of **\$1,050,000.00**, evidenced by a promissory note, dated **April 1, 1998**, and secured by a deed of trust of even date (the "Deed of Trust") on the Property and by such other security instruments as Lender may require (the "Security Instruments").

C. As a condition precedent to Lender's disbursement of loan proceeds, Lender has required that Lessee subordinate the Lease and Lessee's interest in the Property in all respects to the lien of the Deed of Trust, which will be recorded in the county in which the Property is located, and to the lien of the Security Instruments, if any, securing Lender's other interests in the Property.

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D. It will be of substantial benefit to the Lessee for Lender to disburse the loan proceeds.

E. Lender is disbursing the loan proceeds in reliance upon the agreements contained in this instrument.

Agreement

NOW, THEREFORE, in order to induce Lender to make or purchase the loan to Lessor, and in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee, it is hereby agreed as follows:

1. **Subordination.** The Lease and Lessee's leasehold estate created thereby and any renewals, extensions, amendments or modifications thereof, shall be and are completely and unconditionally subject and subordinate to the lien of the Deed of Trust and to the liens of the Security Instruments, if any, and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. **Reliance By Lender.** The undersigned is executing this instrument in order to induce Lender to disburse the loan proceeds secured by the Deed of Trust, and the undersigned agrees that the disbursement by Lender of all or any part of the loan proceeds shall constitute conclusive reliance by Lender upon this instrument and the provisions hereof and the subordination affected hereby.

3. **Foreclosure.** In the event action is taken to foreclose the lien of the Deed of Trust, either pursuant to a power of sale or by judicial proceedings, or, in the event Lender acquires possession of the Property by deed in lieu of foreclosure, Quitclaim Deed or like action, Lender, or any purchaser of the Property at foreclosure sale, shall not be required to recognize the Lease, or the rights of the Lessee under the Lease, and the rights of the Lessee thereunder, including any option thereunder, shall, at the sole election of Lender or such other purchaser at foreclosure sale, cease and terminate upon acquisition of title to or upon possession of the Property by Lender or any purchaser at foreclosure sale.

4. **Purchase Options.** Any options or rights contained in the Lease allowing Lessee to acquire title to the Property are hereby made subject and subordinate to the rights of Lender under the Deed of Trust, any acquisition of title to the Property made by Lessee during the term of the Deed of Trust shall be made subordinate and subject to the Deed of Trust.

5. **Condemnation.** Without limiting the generality of the foregoing, Lessee subordinates its right, title and interest under the Lease to the interest of Lender in any award of condemnation or eminent domain, and Lessee does assign and transfer to Lender the right and privilege to receive any interest of Lessee in and to the full extent of such award of condemnation or eminent domain, or, if the Deed of Trust is not yet fully satisfied, to the extent necessary to pay in full any and all sums secured by the Deed of Trust (Lessee authorizing Lender to apply any funds so received in satisfaction of any sums secured by the Deed of Trust).

6. **Attornment.** The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Deed of Trust, under the Security Instruments or under the note secured thereby, including without limitation its rights of foreclosure, shall not constitute an event of default under the Lease. If the interests of Lessor shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by Lender in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interests of the Lessor under the Lease, and if Lessor shall have elected not to terminate the interests of Lessee, Lessee shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term remaining, and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the lessor under the Lease, and Lessee does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interests of the Lessor under the Lease without the execution of any further instruments on the part of any of the parties hereto, **provided** that Lessee shall be under no obligation to pay rent to Lender until Lessee receives written notice from Lender that it has succeeded to the interests of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease, and any such extensions and renewals, shall be and are the same as now set forth therein.

7. **Lender Not Bound By Certain Acts of Lessor.** If Lender shall succeed to the interests of Lessor under the Lease, Lender shall not be (a) liable for any act or omission of any prior lessor (including Lessor), (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), (c) bound by any rent or additional rent which Lessee might have paid for more than the then current installment, (d) bound by any amendment or modification of the Lease made without its consent, or (e) liable for any security or other deposits which were paid by Lessee, or any predecessor in interest to Lessee, to any Lessor, and which were not received by Lender.

8. **Waiver.** Without limiting the generality of the foregoing, Lessee waives presentment, demand, protest, and notice and agrees that Lender, without notice to or consent of Lessee, upon such terms as Lender may deem advisable, without releasing or discharging Lessee from this Subordination Agreement or affecting the lien or priority of the Deed of Trust, may:

- (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Deed of Trust;
- (b) release, surrender, exchange, or modify any obligation secured by the Deed of Trust, or any security for such obligation; and/or
- (c) settle or compromise any claim with respect to any obligation secured by the Deed of Trust or any claim against any person who has given security for any such obligation.

The undersigned ratifies any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waives all defenses, counterclaims, or offsets which it might have by reason thereof.

9. **Successors and Assigns.** This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, executors, administrators, representatives, successors and assigns, including without limitation each and every lessee and lessor under the Lease or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns.

10. **Choice of Law.** The law of the state in which the Property is located shall govern the validity, interpretation, construction, and performance of this Agreement.

11. **Captions and Headings.** The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

12. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be telexed, cabled, delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lender:

Standard Mortgage Investors, LLC
Mortgage Loan Servicing P7D
P. O. Box 711
Portland, OR 97207

If to Lessee:

Goracke & Associates
11620 Arbor St., Suite 200
Omaha, NE 68144

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either party by notice to the other party. Notices given by mail in accordance with this provision shall be deemed to have been given three (3) days after the date of dispatch; notices given by any other means shall be deemed to have been given when received.

13. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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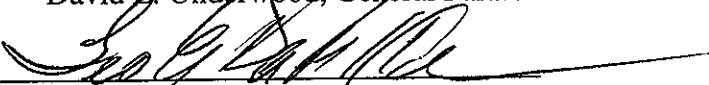
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.

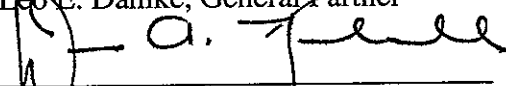
DATED this 13th day of April, 1998.

LESSOR

Evergreen B Joint Venture,
a Nebraska general partnership

By: 
David L. Underwood, General Partner

By: 
Leo E. Dahlke, General Partner

By: 
Dennis A. Turnbull, General Partner


By: 
Martin A. Gunderson, General Partner

By: Goracke & Associates, C.P.A.s, P.C.,
a Nebraska corporation, General Partner

By: 
Ronald J. Goracke, President

LESSEE

Goracke & Associates, C.P.A.s, P.C.,
a Nebraska corporation

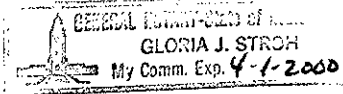
By: 
Ronald J. Goracke, President

**ACKNOWLEDGMENTS MUST BE ATTACHED IN SIZE AND FORM
AS REQUIRED BY LAW.**

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 13th day of April, 1998, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came David L. Underwood, Leo E. Dahlke, Dennis A. Turnbull, Martin A. Gunderson, General Partners of Evergreen B Joint Venture, a Nebraska general partnership, and Ronald J. Goracke, President of Goracke & Associates, C.P.A.s. P.C., as General Partner of Evergreen B Joint Venture, a Nebraska general partnership known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said partnership.

Witness my hand and notarial seal the day and year last above written.



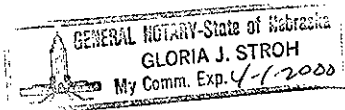
Gloria J. Stroh
Notary Public

My commission expires the ___ day of _____, _____.

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 13th day of April, 1998, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Ronald J. Goracke, President of Goracke & Associates, C.P.A.s. P.C., known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal the day and year last above written.



Gloria J. Stroh
Notary Public

My commission expires the ___ day of _____, _____.