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By

RICHARD N TAKEUCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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ASSIGNMENT OF RENTS

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KNOW ALL MEN BY THESE PRESENTS, That, Whereas, the Undersigned, SPRING VALLEY V JOINT VENTURE, A Nebraska Partnership, is indebted to PINNACLE BANK, 13131 West Dodge Road, Omaha, Nebraska 68154 hereafter referred to as the "Company" in the principal sum of ****Three Hundred Thousand no/100**** Dollars and interest thereon as evidenced by promissory note of even date herewith secured by first mortgage or deed of trust, to said Company, on the following described property situated in the County of Douglas and State of Nebraska, to-wit:

LOTS ONE (1) AND TWO (2), SPRING VALLEY INDUSTRIAL PARK REPLAT 5, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA.

NOW THEREFORE, in consideration of the above mentioned loan to the undersigned said SPRING VALLEY V JOINT VENTURE, A Nebraska Partnership, does hereby agree that if default should occur in the payment of principal, interest or taxes, or failure to furnish insurance, or in the performance of any of the other terms and conditions of said note or mortgage or deed of trust, that all rents maturing or payable from tenants of the said property, present or future, shall be payable to the said Company to apply on the said loan whenever demand therefore may be made, and the undersigned do hereby assign to the said Company all rents which may become due or owing from any and all tenants of the said property under any leases or tenancies now existing or which may be hereafter created, until said loan shall be fully paid, and do hereby authorize and direct such tenant or tenants to pay to the said Company all rents, which may be due or payable by such tenants or tenants upon demand being made according to the terms above set forth.

It being understood and agreed that the failure of said Company to make demand for or to collect any of the said rents shall not constitute any waiver on its part to make any future or other demands therefore.

And it is further agreed and understood that the said Company under this assignment is in no wise assuming any responsibility or liability for the collection of any rents or income from the said property, or any responsibility or liability for the care or maintenance of said property, or keeping the same rented, and is and shall be responsible or liable only for the faithful accounting for all rents received by it.

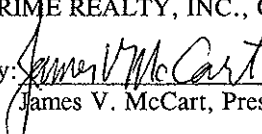
IN WITNESS WHEREOF, the said SPRING VALLEY V JOINT VENTURE, A Nebraska Partnership, hereby binds its heirs, successors, assigns and legal representatives this 15th day of November, 1999.

SPRING VALLEY V JOINT VENTURE,
A Nebraska Partnership

RCS & SONS, INC., GENERAL PARTNER

By: 
Robert C. Schropp, President

PRIME REALTY, INC., GENERAL PARTNER

By: 
James V. McCart, President

LEO E. DAHLKE EMPLOYEES PENSION
TRUST, GENERAL PARTNER

By: 
Leo E. Dahlke, Trustee

PINNACLE BANK
13131 WEST DODGE ROAD
OMAHA, NEBRASKA 68154

36 me

ACKNOWLEDGEMENT BY PARTNERSHIP

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of November, 1999, before the undersigned, a Notary Public in and for said County personally came Robert C. Schropp, President of RCS & Sons, Inc.; Leo E. Dahlke, Trustee of Leo E. Dahlke Employees Pension Trust and Jams V. McCart, President of Prime Realty, Inc., General Partners of Spring Valley V Joint Venture and the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of the said partnership.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.



[Handwritten Signature]

Notary Public

My commission expires the _____ day of _____, 199__.