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2.889/TX8

BOOK 878 PAGE 168

ASSIGNMENT OF LEASES, RENTS AND OTHER INCOME

THIS ASSIGNMENT OF LEASES AND RENTS, made this 14th day of February, by WEAR CONSTRUCTION COMPANY, a corporation organized and existing under the laws of the State of Nebraska, whose mailing address is 7602 Pacific Street, Omaha, Nebraska 68114 ("Assignor"), and FIRST NATIONAL BANK OF OMAHA, a national banking association, whose mailing address is One First National Center, Omaha, Nebraska 68102 ("Assignee").

RECITALS

A. WHEREAS, Assignor, simultaneously with the execution and delivery hereof, is borrowing Five Hundred Thousand Dollars (\$500,000.00) from Assignee, such borrowing being evidenced by Assignor's Promissory Note in said amount, dated of even date herewith, payable to Assignee, as payee (the "Promissory Note"), which Promissory Note is secured, in part, by a Deed of Trust covering certain real property described as follows (the "Real Property"):

Lots Six (6), Seven (7), Eight, (8), Nine (9) and Ten (10), Cornish Heights Replat, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

Together with appurtenant easement over and above the Southerly Sixteen (16) feet of property adjoining Lot Five (5) on the North described as follows:

Commencing at the Northeast Corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 26, Township 15 North, Range 12, East of the 6th P.M. thence South along the center line of 75th Street, a distance of 350 feet, thence West a distance of 33 feet to the Point of Beginning, thence South and parallel to center line of 75th Street, a distance of 319.2 feet, thence Westward at an angle of 89°46', a distance of 598.1 feet more or less, to the East line of 76th Avenue; a distance of 318.1 feet, thence East and parallel to the center line of Pacific Street, a distance of 597.4 feet more or less to the Point of Beginning, in the City of Omaha, Douglas County, Nebraska,

for maintenance and use of "upper garage", dated and recorded September 25, 1982 in Miscellaneous Record Book 542 at Page 309; and

Together with the South one-half (1/2) of vacated Poppleton and adjoining Lots Six (6) and Seven (7) on the North.

B. WHEREAS, in further consideration of the loan evidenced by the Promissory Note, Assignor desires to enter into the undertakings contained herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. To secure the observance and performance of all obligations of Assignor under the Promissory Note, the Deed of Trust and this Assignment of Leases, Rents and Other Income, and any other instruments now or hereafter given to evidence and secure the indebtedness of Assignor to Assignee (the

2.889/TX8

BOOK 878 PAGE 169

"Loan Documents"), Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of Assignor's estate, right, title and interest in, to and under all leases covering any portion of the Real Property, whether now existing or to be entered into while the Promissory Note is outstanding (the "Leases"), together with all rights, powers, privileges, options and other benefits of Assignor, as the lessor, under the Leases, together with all the rents, revenue, profits and income from the Real Property, including those now due, past due or to become due, and further including, but without limitation, the right to possession of the Real Property for the purpose of collecting and enforcing the same. Assignor does hereby constitute and appoint Assignee its true and lawful attorney in fact (which appointment is coupled with an interest and is irrevocable), for the purpose of taking possession of the Real Property and collecting all of the rents, revenue and income thereof (the "Rents and Profits") and to pay from the money collected from the Real Property all fees, commissions and expenses incurred in renting and managing the same, and collecting the rentals therefrom, and to pay the taxes, assessments and insurance premiums on the Real Property and the charges and amounts due under the Promissory Note, the Deed of Trust, this Assignment and any other agreement now or hereafter securing the Promissory Note.

Notwithstanding the foregoing, however, so long as no default has occurred under the terms, conditions and provisions of the Loan Documents ("Events of Default"), not cured within any applicable grace period, Assignor may collect and receive all Rents and Profits of the Real Property, as trustee for the benefit of Assignee and Assignor and apply the Rents and Profits so collected to the sums secured by this Assignment, it being intended by Assignor and Assignee that this Assignment constitutes an absolute assignment and not an assignment for additional security only. Upon the occurrence of any Event of Default under any of the Loan Documents, and without the necessity of Assignee entering upon or taking and maintaining control of the Real Property in person, by agent or by a court appointed receiver, Assignee shall immediately be entitled to possession of the Real Property and all of the Rents and Profits as the same become due and payable, including, but not limited to, rents then due and unpaid, and all rents shall immediately, upon the occurrence of such default, be held by Assignor as trustee for the benefit of Assignee only. Assignor agrees that upon the occurrence of such default, each tenant of the Real Property shall make its rent payable to, and pay such rent to, Assignee (or Assignee's agents) on Assignee's written demand therefore, delivered to such tenant personally, by mail or by leaving such demand at tenant's rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Assignor.

Upon the occurrence of any such default, Assignee may, in person, by agent or by a receiver to be appointed by the court upon application of Assignee, regardless of the adequacy of Assignee's security, enter upon and take and maintain full control of the Real Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of Leases, the collection of all Rents and Profits of the Real Property, the making of repairs to the Real Property and the execution or termination of contracts providing for the management or maintenance of the Real Property, all in such terms as are deemed best to protect the security of this Assignment.

In the event Assignee elects to seek the appointment of a receiver, Assignor hereby irrevocably expressly consents to the appointment of such receiver, who shall be entitled to receive a reasonable fee from the Rents and Profits for so managing the Real Property.

2.889/TX8

BOOK 878 PAGE 170

All Rents and Profits collected subsequent to the occurrence of any such default shall be applied first, to the costs, if any, of taking control of, operating and managing, the Real Property, and collecting the rents, including, but not by way of limitation, attorney's fees, receiver's fees, premiums on receiver's bonds, premiums upon bonds of the Assignee, costs of repairs to the Real Property, premiums on insurance policies, taxes, assessments and other charges on the Real Property, and the costs of discharging any obligation or liability of Assignor, as lessor or landlord, of the Real Property, and then to the sums secured by this Assignment. Assignee, or the receiver, shall have and be given access to the books and records used in the operation and maintenance of the Real Property, and shall be liable to account only for those rents actually received. Assignee shall not be liable to Assignor, anyone claiming through or under Assignor, or any one having an interest in the Real Property, by reason of anything done, or left undone, by Assignee under this section.

If the Rents and Profits of the Real Property are not sufficient to meet the costs, if any, of taking control of, operating and managing the Real Property, and collecting the rents, any funds expended by Assignee for such purposes shall become indebtedness of Assignor to Assignee, secured by the Loan Documents, including this Assignment. Unless Assignee and Assignor agree in writing to other terms of payment, such amounts shall be payable upon notice from Assignee to Assignor requesting such payment and shall bear interest from the date of disbursement at the default rate set forth in the Promissory Note.

Any entering upon and taking and maintaining of control of the Real Property by Assignee, or the receiver, and any application of Rents and Profits, as provided herein, shall not cure or waive any default hereunder, under any of the other Loan Documents, or invalidate any other right or remedy of Assignee under applicable law or provided herein. This Assignment shall terminate at such time as this Assignment ceases to secure indebtedness of Assignor held by Assignee.

Assignor hereby represents, covenants and warrants that it is the sole owner of the entire landlord's interest in all existing Leases and that Assignor has not executed any prior assignment of said Leases or rents, that Assignor has not performed, and will not perform, any acts, or has not executed, and will not execute, any instrument which would prevent Assignee from exercising its rights under this Assignment, and that at the time of the execution of this Assignment there have been no anticipation or prepayment of any of the rents of the Real Property for more than one (1) month prior to the due dates of such rents. Assignor further covenants that it will not hereafter collect or accept payment of any rents of the Real Property more than one (1) month prior to the due dates of such rents.

2. Certain Agreements of Assignor. Assignor hereby agrees as follows:

(a) If any of the Leases provide for a security deposit paid by the tenant thereunder to Assignor, this Assignment shall transfer to Assignee all of Assignor's right, title and interest in and to such security deposits; provided that Assignor shall have the right to retain all such security deposits so long as no default shall have occurred; and provided further that Assignee shall have no obligation to any such tenant with respect to such security deposits unless and until Assignee comes into actual possession and control thereof.

(b) Assignor shall not terminate any Lease (except pursuant to the terms of such Lease upon a

2.889/TX8

BOOK 878 PAGE 171

default by the tenant thereunder), or modify or amend any Lease, or the terms thereof, or grant any concessions in connection therewith or accept a surrender thereof without the prior written consent of Assignee.

(c) Assignor shall not collect any rent more than one (1) month in advance of the date on which it becomes due under the terms of the applicable Lease.

(d) Assignor shall not discount any future accruing rent.

(e) Assignor shall not execute any further assignment of any rent or of any interest therein, or suffer or permit any such assignment to occur by operation of law.

(f) Assignor shall faithfully perform and discharge all obligations of the lessor under each of the Leases, and shall give prompt written notice to Assignee of any notice of Assignor's default received from the tenant or any other person and shall furnish Assignee with a complete copy of any such notice. Assignor shall appear in, and defend, at no cost to Assignee, any action or proceeding arising under, or in any manner connected with, any of the Leases. Assignor further agrees to take such action as Assignee shall reasonably request from time to time seeking the enforcement of the obligations of lessee under any of the Leases.

(g) At the request of Assignee, Assignor shall give Assignee written notice immediately upon entering into any Lease or other occupancy agreement of any part of the Real Property, and shall promptly provide to Assignee a true and correct copy of each executed Lease or other occupancy agreement. Any such additional or new Lease or other occupancy agreement shall be deemed included in this Assignment as though originally listed herein, and the respective terms "Lease" and "Leases" as used herein, shall include such additional or new Lease or occupancy agreement and the term "lessee" used herein shall include the lessee or tenant thereunder.

(h) At the request of Assignee, Assignor shall promptly deliver to Assignee from time to time, duly executed estoppel certificates from tenants under any of the Leases with respect to the Real Property attesting that a Lease is in full force and effect, that no defaults have occurred thereunder on the part of any party, and that no rental has been paid more than one (1) month in advance and that each tenant claims no defense or offset against the full and timely performance of its obligation under such Lease.

(i) Nothing herein shall be construed to impose any liability or obligation on Assignee under, or with respect to, the Leases. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, losses and damages which Assignee may incur under the Lease, or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations to be performed or discharged by Assignee under the Leases or this Assignment. Should Assignee incur any liability, loss or damage under the Leases or under, or by reason of, this Assignment, Assignor shall immediately, upon demand, reimburse Assignee for the amount thereof, together with all costs and expenses and reasonable attorney's fees incurred by the Assignee. All of the

2.889/TX8

BOOK 878 PAGE 172

foregoing sums shall bear interest at the default rate set forth in the Promissory Note. Any rent collected by Assignee may be applied by Assignee, in its discretion, in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

3. Additional Rights and Remedies of Assignee. If an Event of Default occurs and is continuing, Assignee shall have the following rights and remedies, all of which are cumulative, in addition to all other rights and remedies provided under the Promissory Note, the Deed of Trust or any other securing agreement now or hereafter existing between Assignee and Assignor, or otherwise available at law or in equity, or by statute:

(a) Assignee shall be deemed to be the creditor of each tenant in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership, or other debtor-relief proceedings affecting any tenant (without obligation on the part of Assignee, however, to file claims in any such proceedings, or otherwise pursue creditor's rights therein).

(b) Assignee shall have the right to assign Assignor's right, title and interest in any of the Leases to any subsequent holder of the Promissory Note, or any participant therein, or to any person acquiring title to the Real Property, or any part thereof, through foreclosure, or otherwise. Any subsequent Assignee shall have all of the rights and powers herein provided to Assignee.

4. Additional Security. Assignee may take or release other security for the payment of the indebtedness secured hereby, may release any party primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of any such indebtedness, without prejudice to any of its rights under this Assignment.

5. Absolute Assignment; Release. The assignment made hereby is an absolute and unconditional assignment of rights and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the provisions of each and every one of the Leases, nor shall any of the obligations contained in the Leases be imposed upon Assignee. The assignment contained herein, and all rights herein assigned to Assignee, shall cease and terminate as to each Lease:

(a) Upon the payment of all amounts owing under the Promissory Note and all other sums secured by the Deed of Trust and upon the performance and observance of all of the provisions of each thereof;

(b) Upon the release of the Real Property subject to such Lease from the lien of the Deed of Trust covering such Real Property, pursuant to the provisions of such Deed of Trust.

In the event that the assignment contained herein shall terminate as to any Lease, Assignee shall, upon written request of Assignor, deliver to Assignor an instrument in recordable form releasing such Lease from this Assignment, and reassigning to Assignor the rights as to such Lease assigned hereby.

6. Effect on Rights Under Other Documents. Nothing contained in this Assignment, and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder, shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies

2.889/TX8

BOOK 878 PAGE 173

possessed by Assignee under the terms of the Promissory Note and Deed of Trust. The rights of Assignee to collect the indebtedness secured hereby and to enforce any other security therefore held by Assignee may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to, and not in substitution for or in derogation of, any assignment of rent contained in the Deed of Trust or in any other document.

7. Further Assurances. Assignor hereby agrees that it shall, whenever and as often as it shall be requested to do so by Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be necessary or appropriate to carry out the terms of this Assignment. This Assignment, or a memorandum hereof, may be recorded by Assignee at any time.

8. No Waiver. A waiver by Assignee of any of its rights hereunder, or under the Leases, or of a breach of any of the covenants and agreements contained herein to be performed by Assignor, shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

9. Marshalling. Notwithstanding the existence of any other security interest in the Real Property held by Assignee or any other party, Assignee shall have the right to determine the order in which the Real Property, or any part thereof, shall be subjected to the remedies provided herein. Assignee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein.

10. Release. Assignor shall be entitled to a written release of this Assignment at such time as Assignor has fully paid and discharged each and every obligation of Assignor under the Loan Documents.

11. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, return receipt requested, or personally delivered to the parties at the addresses set forth below, or to such other addresses as are designated by notice pursuant to this paragraph. All notices shall be deemed received when delivered, but in no event later than three (3) days after being deposited with the United States postal service, whichever shall occur first.

If to Assignor: Wear Construction Company
7602 Pacific Street
Omaha, Nebraska 68114

If to Assignee: Mortgage Loan Department
First National Bank of Omaha
One First National Center
Omaha, Nebraska 68102
Attention: Senior Loan Officer

12. Governing Law; Severability. This Assignment shall be governed by, and construed under the laws of, the State of Nebraska. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the

2.889/TX8

BOOK 878 PAGE 174

remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal or invalid provisions had never been inserted herein.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the year and date first above written.

WEAR CONSTRUCTION COMPANY, a
Nebraska corporation - Assignor

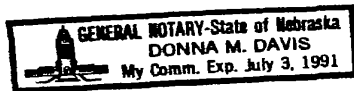
By: Frank J. Wear
Frank J. Wear, President

ATTEST:
Robert E. Wear
Robert E. Wear, Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of February, by Frank J. Wear, President of Wear Construction Company, a Nebraska corporation, on behalf of said corporation.

Donna M. Davis
Notary Public



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NOTARY PUBLIC
STATE OF NEBRASKA
DONNA M. DAVIS
1711 JEFFERSON ST.
LINCOLN, NE 68502