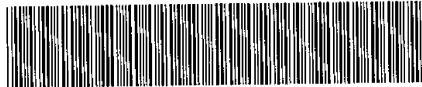


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BK 1362 PG 288-290



MISC 2000 17219

Nebr Doc Stamp Tax
Date
\$
By

RICHARD N. HANDEL  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 DEC 19 PM 2: 28

RECEIVED

**RECORDATION REQUESTED BY:**

GREAT WESTERN BANK  
PO BOX 4070  
OMAHA, NE 68104-0070

**WHEN RECORDED MAIL TO:**

GREAT WESTERN BANK  
PO BOX 4070  
OMAHA, NE 68104-0070

*✓ 4590954912*

**SEND TAX NOTICES TO:**

GREAT WESTERN BANK  
PO BOX 4070  
OMAHA, NE 68104-0070

*MISC B*

*3/2*

FEE 16.00 FB 110-16595

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP DS

DEL \_\_\_\_\_ SCAN dc FV \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**LANDLORD'S ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE IS DATED AUGUST 2, 2000, AMONG FANTASY'S INC. (referred to below as "Trustor"), whose address is BOX 541178, OMAHA, NE 68154; GREAT WESTERN BANK (referred to below as "Lender"), whose address is PO BOX 4070, OMAHA, NE 68104-0070; and F & J ENTERPRISES, INC., A NEBRASKA CORPORATION, ROBERT F & GAIL D KREJCI HUSBAND & WIFE. (referred to below as "Landlord"), whose address is 3323 NORTH 107TH STREET, OMAHA, NE 68134. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire, in addition to any other collateral, a Deed of Trust and an Assignment to Lender on Trustor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Borrower against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Trustor hereby agree with Lender as follows:

**THE LEASE.** Landlord has leased the Property to Trustor pursuant to a lease (the "Lease") dated April 20, 2000. The following information is a summary of the basic terms and conditions of the Lease: GROUND LEASE, 20 YEAR TERM WITH 4 OPTION PERIODS.

**REAL PROPERTY DESCRIPTION.** The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in DOUGLAS County, State of Nebraska:

**LOTS 3 & 4, HILLSBOROUGH PLAZA, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.**

The Real Property or its address is commonly known as **3725 N. 147TH STREET, OMAHA, NE 68116.**

**ESTOPPEL.** Landlord and Trustor hereby jointly and severally represent and warrant to Lender that:

(a) **Lease in Effect.** The Lease (i) has been duly executed and accepted by Landlord and Trustor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

(b) **No Default.** As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Trustor under the

08-02-2000  
Loan No 5073218

**ESTOPPEL CERTIFICATE**  
(Continued)

Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Trustor under the Lease, including any against rents due or to become due under the terms of the Lease.

(c) **Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Trustor with respect to the Lease of the Property.

(d) **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

**AGREEMENTS.** Landlord and Trustor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

(a) **Modification, Termination and Cancellation.** Landlord and Trustor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

(b) **Notice of Default.** Landlord will notify Lender in writing concurrently with any notice given to Trustor of any breach or default on the part of Trustor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Trustor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

**MISCELLANEOUS PROVISIONS.** This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Nebraska. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

**TRUSTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED AUGUST 2, 2000.**

GRANTOR:

FANTASY'S INC.

By: [Signature]  
JOHN T. SPAUSTAT, PRESIDENT

LANDLORD:

x [Signature] [Signature]  
F & J ENTERPRISES, INC., A NEBRASKA CORPORATION, ROBERT F & GAIL D KREJCI HUSBAND & WIFE.

LENDER:

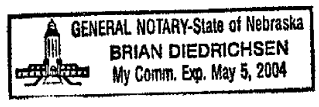
GREAT WESTERN BANK

By: [Signature]  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 2<sup>nd</sup> day of August, 2000, before me, the undersigned Notary Public, personally appeared **JOHN T. SPAUSTAT, PRESIDENT of FANTASY'S INC.**, and known to me to be an authorized agent of the corporation that executed the Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the corporation.



By: [Signature]  
Notary Public in and for the State of Nebraska  
Residing at Bellevue  
My commission expires 5/05/04

08-02-2000  
Loan No 5073218

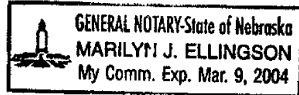
**ESTOPPEL CERTIFICATE**  
(Continued)

**LANDLORD ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this day before me, the undersigned Notary Public, personally appeared F & J ENTERPRISES, INC., A NEBRASKA CORPORATION, ROBERT F & GAIL D KREJCI HUSBAND & WIFE., to me known to be the individual described in and who executed the Estoppel Certificate, and acknowledged that he or she signed the Certificate as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of November, 2000.



By Marilyn J. Ellingson  
Notary Public in and for the State of Nebraska  
Residing at 3323 N 10th Omaha NB  
My commission expires March 9, 2004

**LENDER ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 2 day of August, 2000, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.



By Angela M. Murphy  
Notary Public in and for the State of Nebraska  
Residing at Omaha  
My commission expires 4-11-04

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.29 (C) Concentrex 2000 All rights reserved. [NE-G208 5073218.LN C2.OVL]