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ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between Jo-Don Cleaners, Inc. d/b/a V.I.P. Cleaners (Lessee-hereinafter called "Borrower"), and V & R Joint Venture (hereinafter called "Lessor"); and FirstTier Bank, N.A., Omaha (hereinafter called "Assignee"); witnesseth:

Whereas, Borrower has heretofore leased from Lessor certain real property by lease dated June 19, 1992, recorded in Book 1018, Page 677-686, of the records of the County of Douglas, State of Nebraska, for a term of 3 years, and described as follows:

Rockbrook Heights, Lot 5, Block 5, Lots 1 & 2 & 4 & 5, more specifically known as building #62-Hilltop Plaza, 2941-2945 South 108th Street, Bays #12 & #13, Omaha, Nebraska 68144.

And, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of Eighty Thousand and no/100 (\$80,000) Dollars due and payable on or before _____;

And, Whereas, such loan is for the benefit of both Borrower and Lessor, in that the funds are to be used for the benefit of the business conducted on the leased premises;

Now, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of Lessor, hereby Assigns, Transfers and conveys unto Assignee the lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease, and all renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

1. Borrower is not now in default in the performance of lease; and Borrower and Lessor will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions or renewal of it.
2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them, modify or terminate said lease without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease, Lessor shall have the right to terminate said lease in accordance with its terms, Provided, However, Lessor shall first give Assignee 60 days* written notice of such default and the right, at the option of Assignee, during such period, to cure such default; and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of the obligations of his note to Assignee evidencing the aforesaid loan, any renewal or extension thereof, or any other agreement made in connection therewith, including his agreements herein, then, Assignee, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one or more of the following:
 - a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.
 - b. Sell the property referred to in paragraph a. on said premises.*
 - c. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee,* and upon assignment, the obligations of said lease shall be binding on said transferee.

In the event Assignee shall only undertake the options provided in paragraph a. or b., it shall have no obligation other than payment of rent ~~accruing during the period of its possession of the premises.~~ In the event Assignee shall make transfer of said lease as provided in paragraph c., Assignee will cure all defaults in said lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of said lease.

- 5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.*
- B. Lessor agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of Borrower, that is now or hereafter security for the aforesaid loan, to Assignee's lien or liens on said property and to Assignee's rights herein.
- C. Lessor hereby represents and warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.
- F. This Assignment of said lease may be reassigned in whole or in part to Borrower and any such reassignment is agreed to be accepted by Borrower.

Witness our hands and seals this 25 day of June, 1992

Donald R. Stover
 Jo-Don Cleaners, Inc. d/b/a V.I.P. Cleaners
 Borrower
John A. Stover
 V & R Joint Venture
 Lessor

ACKNOWLEDGEMENT

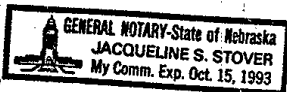
State of Nebraska
County of Douglas

On this 25th day of June, 1992, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Donald R. Stover & John A. Stover

Donald R. Stover & John A. Stover, to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be them voluntary act and deed.

Witness my hand and notarial seal at 16205 John Hall Blvd Omaha NE in said county, the date aforesaid.

My Commission expires:



Jacqueline S. Stover
Notary Public

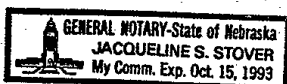
State of Nebraska
County of Douglas

On this 25th day of June, 1992, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Milo P. Vacante

Milo P. Vacante, to me known to be the identical person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged the execution thereof to be him voluntary act and deed.

Witness my hand and notarial seal at 16205 John Hall Blvd Omaha NE in said county, the date aforesaid.

My Commission expires:



Jacqueline S. Stover
Notary Public

*See attached Addendum

ADDENDUM TO ASSIGNMENT OF REAL ESTATE
LEASE AND AGREEMENT

June 26, 1992

#3. Change "60 days" to "30 days"

#4a. after "loan" add "as described in attached Exhibit "B".

#4b. add after "premises." "Provided that Assignee shall be liable for rental from the date of Assignee's notice of default to Borrower to the date of the last date of the month of such sale."

#4c. add after "parties", "mutually satisfactory to Assignee and Lessor."

Paragraph 4C: add after "rent", "as herein provided."
delete "accruing during the period of its possession of the premises."

#5. add after "property.", "which fixtures are listed in attached Exhibit "B".

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BORROWER:
Jo-Don CLEANERS, INC.
D/B/A/ V.I.P. CLEANERS

Joseph R. Lewis Pres
Joy A. Lewis Vice Pres

LESSOR:
V & R JOINT VENTURE

[Signature]

BK 1021 N _____ C/O _____ FEE 17⁰⁰
PG 292-714 DEL VK MC
OF mes COMP _____ F/B 57-33840

FIRSTIER BANK, N.A. OMAHA
LOAN OPERATIONS - 2ND FLOOR
17TH & FARNAM ST.
OMAHA, NE 68102

ATTN: Sally J. Fredell