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091-34096

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 11 day of February, 1991, by and between the assignor, OTTO GASPAR and ANNELIES GASPAR (herein "Borrower", whether one or more), whose mailing address is c/o Hoheneck Strasse 19, 8000 Munchen 60, Munich, Germany; and the assignee, NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION (herein "Lender"), whose mailing address is P.O. Box 82408, Lincoln, Nebraska 68501. In consideration of the advancing of credit by Lender to or for the benefit of Borrower, and for other good and valuable consideration, Assignor agrees as follows:

1. With respect to that certain real property described as follows (the "Real Property"):

See Exhibit "A" attached hereto and made a part hereof.

of which Borrower (or one or more of the persons and/or entities designated herein as Borrower) is the owner, Borrower does hereby absolutely and irrevocably bargain, sell, transfer, assign, convey, set over and deliver unto Lender, its successors and assigns:

(a) the right of the immediate use and possession of said Real Property and all fixtures, equipment, appliances and other items of personal property available for the use of tenants of or the operation of said Real Property now or hereafter located on said Real Property (collectively the "Personal Property") to the exclusion of Borrower and its successors, assigns and agents;

(b) all the rents, issues, profits and avails of all of the foregoing, whether now due or hereafter to become due (without limitation, to include all security deposits or advance rent paid to, held by or for Borrower);

(c) all leases and occupancy agreements, now or hereafter executed, affecting said Real Property,

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including without limitation the leases, if any, described in Exhibit "B" attached hereto and incorporated herein, together with any and all extensions, renewals and modifications thereof;

(d) all guaranty agreements now or hereafter executed, pertaining to (b) or (c) above;

(e) all of Borrower's right, title and interest in and to all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the leases by any lessee thereunder or trustee of any such lessee under Section 365 of the Bankruptcy Code, 11 U.S.C. §365, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by such lessee or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of such lessee and all rentals and other charges outstanding under the lease as of the date of entry of such order for relief.

2. Lender may, in its own name, or at Lender's option, as attorney in fact for Borrower and in Borrower's name and stead with full power of substitution and with the right to exercise the rights and powers herein contained without prior judicial hearing or notice to Borrower, both of which are hereby specifically waived:

(a) collect any and all of the rents, issues, profits and avails of said Real Property and Personal Property and all other moneys and rights to receive money assigned hereby, using such measures as Lender may deem necessary or appropriate in the circumstances;

(b) enter into and hold, occupy, possess and enjoy said Real Property and Personal Property;

(c) eject tenants, fill vacancies, make, cancel, modify and enforce leases of said Real Property and Personal Property or any part thereof upon such terms as Lender may deem appropriate;

(d) obtain, cancel and modify any policy of insurance covering all or any part of said Real Property or Personal Property, adjust any loss or damage thereunder and enforce any rights of Borrower thereunder;

(e) bring suit for, compromise and settle for, any taking of all or any portion of said Real Property for public purposes or any claim for damages thereto;

(f) contest, compromise and settle any tax assessment or other charge levied or assessed upon all or any part of said Real Property or Personal Property; and

(g) execute and deliver any and all instruments deemed by Lender to be necessary or appropriate in connection with the exercise of any right, power or authority granted hereby.

3. Lender may use and apply any moneys received by it as a result of this Assignment, in such order as Lender may elect, for any one or more of the following purposes:

(a) payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with said Real Property or Personal Property;

(b) payment of any lien or encumbrance affecting all or any part of said Real Property or Personal Property;

(c) payment of premiums on such policies of insurance on all or any part of said Real Property or Personal Property as may be deemed advisable by Lender;

(d) payment of all expenses and liabilities incurred in the care and management of said Real Property and Personal Property, including any compensation paid to Lender's agents and the expense of such repairs, alterations, additions and improvements to said Real Property and Personal Property as may be deemed necessary or advisable by Lender;

(e) payment of any attorneys' fees, court costs and expenses incurred by Lender in connection with the exercise of its rights, powers and authority hereunder; and

(f) payment of any indebtedness or liability of Borrower to Lender or its assigns, whether absolute or contingent, and no matter when it shall arise.

4. Notwithstanding that this Assignment is a present assignment, Borrower shall have permission to collect the rents,

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issues and profits from and manage the Real Property and Personal Property for so long as Borrower duly and promptly performs all of its obligations, covenants, representations and warranties under any and all note(s), mortgage(s), deed(s) of trust, security agreement(s), and/or any other documents and instruments executed by Borrower in favor or for the benefit of Lender (collectively, "Loan Instruments"); provided that such permission shall automatically and without notice terminate in the event Borrower breaches or otherwise fails to perform any obligation, covenant, representation or warranty under any of the Loan Instruments.

5. Any failure or forbearance by Lender to exercise any of Lender's rights or remedies hereunder shall not constitute a waiver of such rights and remedies or otherwise prevent Lender from exercising such rights and remedies in the future,

6. Any right, power or authority granted Lender hereunder may be exercised either personally or by its attorney or agent without bringing any action or proceeding, at law or in equity, or by a receiver to be appointed by a court, at the discretion of Lender, without regard to the adequacy of any security for any indebtedness of Borrower to Lender and without taking possession of said Real Property.

7. Lender shall not incur any liability for failing to exercise any right, power or authority granted hereby, nor for any action taken in the good faith exercise of what Lender considers to be its business judgment pursuant to any such right, power or authority. Lender shall have no liability to Borrower,

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or to any other person, for any damage suffered by said Real Property or Personal Property unless directly caused by the willful misconduct or gross negligence of Lender. Lender shall have no responsibility for the actions of any tenant or occupant of said Real Property, whether such tenant or occupant shall be obtained by Borrower, Lender or Lender's agent. Borrower hereby agrees to indemnify and hold Lender harmless from and against any and all claims, causes of action, losses, damages or expenses which Lender might incur under or by reason of this Assignment, or for any action taken by Lender hereunder (except for damages directly caused by the willful misconduct or gross negligence of Lender), with interest thereon at the default rate set forth in the note(s) secured hereby. The provisions of this paragraph 7 shall survive the payment of Borrower's indebtedness to Lender.

8. Until all sums owing now and in the future by Borrower to Lender shall have been paid in full, Borrower will transfer and assign to Lender any and all future leases upon all or any part of the Real Property and/or Personal Property upon the same terms and conditions as herein contained, and Borrower shall execute, upon request of Lender, any and all instruments requested by Lender to further implement this Assignment and to further perfect the interest of Lender in the leases and occupancy agreements and the rents, issues and avails of said Real Property and Personal Property and all other moneys or rights assigned hereby.

9. This Assignment shall in no way operate to prevent Lender from pursuing any remedy which it now has or hereafter may

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have because of any present or future breach of the terms or conditions of any mortgage, deed of trust, security agreement or any other instrument of security now or hereafter held by Lender which may encumber said Real Property or the terms of any note or other agreement which Lender may have with Borrower. The collection and application of the rents, issues, profits and avails of said Real Property or Personal Property, or the exercise of any other right, power or authority hereunder by Lender shall not, of itself, cure or waive any default or declaration or notice of default under said instrument of security or note or affect any foreclosure proceeding predicated thereon.

10. Borrower hereby instructs all present and future tenants and occupants of said Real Property to pay all amounts now or hereafter due Borrower under each tenancy or occupancy agreement pertaining to said Real Property to Lender upon receipt of notice from Lender to so pay the same.

11. Borrower warrants and represents that Borrower has good title to the leases, rents, issues and profits hereby assigned and good right to assign the same, and that no other person, firm and/or corporation has any right, title or interest therein; that Borrower has duly and punctually performed all of the terms, covenants, conditions and warranties of said leases on Borrower's part to be kept, observed and performed; that Borrower has disclosed to Lender all leases and occupancy agreements, and any and all modifications thereof, to Lender; that said leases are valid and unmodified except as specifically set forth on

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Exhibit "B" and are in full force and effect; that Borrower has not previously sold, assigned, transferred, mortgaged or pledged said leases or rents, issues and profits, whether now due or hereafter to become due; that none of said rents, issues and profits owing for any period subsequent to the date hereof have been collected and that payment of any of the same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Borrower has not received any funds or deposits from any lessee for which credit has not already been made on Borrower's accounts; and that the lessees under said leases are not in default of any of the terms thereof.

12. Borrower warrants and represents that Borrower shall not further pledge, transfer, mortgage or otherwise encumber or assign any of said leases, rents, issues and profits; shall not waive, excuse, discount, set-off, compromise, cancel, terminate, surrender, or in any manner release or discharge lessees of or from, any obligations, covenants, conditions and agreements of lessees under said leases (including the obligation to pay the rents under said leases) nor modify, or in any way alter the terms of said leases; shall not renew or extend the terms of said leases unless an option therefor was originally so reserved; shall not accept any payment of rent for more than one month in advance of its due date; shall not consent to any subletting of any part of the Real Property and/or Personal Property, or to any assignment of leases by the lessee thereunder

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or to any assignment or further subletting of any sublease,
without the prior written consent of the Lender.

13. Any breach of or default in any of Borrower's obligations, covenants, representations or warranties herein shall also constitute a default under any and all notes, mortgages, deeds of trust, security agreements and any other documents and instruments executed by Borrower in favor or for the benefit of Lender.

14. Upon the payment of all sums owing now and in the future by Borrower to Lender and upon written request by Borrower, this Assignment, except for paragraph 7 hereof, shall terminate and all the right, title, estate and interest of the Lender in and to the Real Property and Personal Property shall revert to Borrower.

15. All notices hereunder shall be in writing to all the parties and addresses as follows (or to such other address as either party may notify the other in writing):

AS TO LENDER: National Bank of Commerce Trust
and Savings Association
P.O. Box 82408
Lincoln, Nebraska 68501

WITH A COPY TO: Wallace A. Richardson
KNUDSEN, BERKHEIMER,
RICHARDSON & ENDACOTT
1000 NBC Center
Lincoln, Nebraska 68508

AS TO BORROWER: Otto and Annelies Gaspar
c/o Hoheneck Strasse 19
8000 Munchen 60
Munich, Germany
Fax Number: 011 4989 875 539

WITH A COPY TO: Manager, Chateau LaFleur Apartments
1025 North 63rd Street
Lincoln, Nebraska 68505

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AND COPY TO: Ward F. Hoppe
P.O. Box 6036
Lincoln, Nebraska 68506-6036

Such notice shall be deemed delivered on the date personally delivered or sent by telecopier facsimile, or on the date after the same was sent via a nationally recognized express next business day delivery service. The date and manner of the notice sent to Manager shall control. Notice to Borrower shall be by telecopier facsimile, and to all other parties by hand delivery or by a nationally recognized express next business day delivery service. All notices and copies shall be sent the same day.

16. This Assignment shall be binding upon, and inure to the benefit of, the respective successors and assigns of Borrower and Lender and all future and subsequent owners of all or any portion of said Real Property and Personal Property.

17. This Assignment shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the date written above.



OTTO GASPAR, Borrower

ANNELIES GASPAR, Borrower

By: 

Otto Gaspar, her Attorney-in-Fact

EXHIBIT "A"

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The land referred to in this Commitment is located in the County of LANCASTER, State of NEBRASKA and described as follows:

PARCEL 1:

THAT PORTION OF LOT TWO HUNDRED THIRTY-EIGHT (238) OF IRREGULAR TRACTS IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 270 DEGREES 23 MINUTES 30 SECONDS (ASSUMED AZIMUTH) IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 635.77 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 44.00 FEET A DISTANCE OF 49.89 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 212 DEGREES 32 MINUTES 24 SECONDS IN A SOUTHWESTERLY DIRECTION, A CHORD DISTANCE 47.26 FEET, THENCE ALONG A CURVE WHO'S RADIUS IS 60.00 FEET A DISTANCE OF 68.04 FEET ARC, CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING 212 DEGREES 32 MINUTES 24 SECONDS IN A SOUTHWESTERLY DIRECTION, A CHORD DISTANCE OF 64.45 FEET; THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, A DISTANCE OF 36.47 FEET, TO A POINT ON A CURVED LINE, THENCE ALONG A CURVE WHO'S RADIUS IS 537.46 FEET A DISTANCE OF 109.69 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 124 DEGREES 46 MINUTES 40 SECONDS IN A SOUTHEASTERLY DIRECTION, A CHORD DISTANCE OF 109.50 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) A DISTANCE OF 83.02 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 477.46 FEET, A DISTANCE OF 264.53 FEET ARC, CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING 301 DEGREES 14 MINUTES 45 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE 261.16 FEET, THENCE ALONG A CURVE WHO'S RADIUS IS 1432.69 FEET A DISTANCE OF 730.00 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 299 DEGREES 58 MINUTES 15 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 722.13 FEET, THENCE 314 DEGREES 34 MINUTES 04 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 340.90 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 573.70 FEET A DISTANCE OF 224.64 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 325 DEGREES 47 MINUTES 07 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 223.21 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 90 DEGREES 23 MINUTES 30 SECONDS IN A EASTERLY DIRECTION, ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 1,188.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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PARCEL 2:

THAT PORTION OF LOT TWO HUNDRED THIRTY-NINE (239) OF IRREGULAR TRACTS IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) OF SECTION 21, THENCE 90 DEGREES 21 MINUTES 48 SECONDS (ASSUMED AZIMUTH), IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 79.02 FEET, THENCE 359 DEGREES 54 MINUTES 28 SECONDS IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF LOT 189, IRREGULAR TRACT TO THE NORTH, A DISTANCE OF 233.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID LOT 189, IRREGULAR TRACT, THENCE CONTINUING 359 DEGREES 54 MINUTES 28 SECONDS, IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID LOT 189, IRREGULAR TRACT, TO THE SOUTH EXTENDED NORTH, A DISTANCE OF 254.16 FEET, THENCE 28 DEGREES 41 MINUTES 22 SECONDS, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 150.75 FEET TO A POINT ON THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, ON A CURVE WHO'S RADIUS IS 2814.79 FEET, A DISTANCE OF 606.67 FEET ARC CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 118 DEGREES 58 MINUTES 56 SECONDS, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 605.11 FEET, THENCE 125 DEGREES 09 MINUTES 10 SECONDS, IN A SOUTHEASTERLY DIRECTION ON THE FINAL TANGENT OF THE PREVIOUSLY DESCRIBED CURVE, ALONG THE SOUTHERLY FIFTY FOOT (50) RIGHT OF WAY LINE OF THE SAID MISSOURI PACIFIC RAILROAD, A DISTANCE OF 247.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 239, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 142, IRREGULAR TRACT, THENCE 180 DEGREES 23 MINUTES 50 SECONDS IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF LOT 142, IRREGULAR TRACT, A DISTANCE OF 146.75 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VINE STREET, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 239, IRREGULAR TRACT, FORTY FEET (40) NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), THENCE 270 DEGREES 21 MINUTES 48 SECONDS, IN A WESTERLY DIRECTION FORTY FEET (40) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) AND ALONG THE SAID NORTH RIGHT OF WAY LINE OF VINE STREET, A DISTANCE OF 652.45 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 189, IRREGULAR TRACT, SAID POINT BEING FORTY FEET (40) NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), THENCE 359 DEGREES 54 MINUTES 28 SECONDS, IN A NORTHERLY DIRECTION, ALONG THE EAST LINE OF SAID LOT 189, IRREGULAR TRACT, A DISTANCE OF 193.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 189, IRREGULAR TRACT, THENCE 270 DEGREES 21 MINUTES 48 SECONDS, IN A WESTERLY DIRECTION, 233.04 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) AND ALONG THE NORTH LINE OF SAID LOT 189, IRREGULAR TRACT, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

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PARCEL 3:

THAT PORTION OF LOT TWO HUNDRED THIRTY-NINE (239) OF IRREGULAR TRACTS IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4), THENCE 270 DEGREES 21 MINUTES 48 SECONDS (ASSUMED AZIMUTH) IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4), A DISTANCE OF 221.03 FEET, THENCE 00 DEGREES 00 MINUTES 00 SECONDS IN A NORTHERLY DIRECTION, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF VINE STREET AND 7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 239, IRREGULAR TRACT, THENCE CONTINUING 00 DEGREES 00 MINUTES 00 SECONDS, IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF KRUEGERS ADDITION, A DISTANCE OF 427.55 FEET TO THE NORTHEAST CORNER OF SAID KRUEGERS ADDITION, THENCE 270 DEGREES 29 MINUTES 30 SECONDS, IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF SAID KRUEGERS ADDITION, A DISTANCE OF 109.98 FEET, TO A POINT ON THE EAST LINE OF NORTH 59TH STREET, THENCE 00 DEGREES 01 MINUTES 31 SECONDS, IN A NORTHERLY DIRECTION, ON THE EAST LINE OF NORTH 59TH STREET AND THE EAST LINE OF PARK VALLEY HEIGHTS ADDITION, A DISTANCE OF 182.23 FEET, THENCE 50 DEGREES 17 MINUTES 10 SECONDS, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 62.41 FEET, THENCE 329 DEGREES 00 MINUTES 29 SECONDS, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 93.69 FEET TO A POINT ON THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, SAID POINT BEING THE NORTHEAST CORNER OF PARK VALLEY HEIGHTS, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF SAID MISSOURI PACIFIC RAILROAD, ON A CURVE WHO'S RADIUS IS 2,814.79 FEET, A DISTANCE OF 385.44 FEET ARC CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING OF 106 DEGREES 25 MINUTES 45 SECONDS, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 385.14 FEET, THENCE 208 DEGREES 48 MINUTES 45 SECONDS, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 204.37 FEET, THENCE 180 DEGREES 09 MINUTES 28 SECONDS, IN A SOUTHERLY DIRECTION, A DISTANCE OF 443.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VINE STREET, SAID POINT ALSO BEING FORTY (40) FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), THENCE 270 DEGREES 21 MINUTES 48 SECONDS IN A WESTERLY DIRECTION, FORTY (40) FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) ON THE NORTH RIGHT OF WAY LINE OF VINE STREET, A DISTANCE OF 159.57 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 204, IRREGULAR TRACTS, IN THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE IN AN EAST-SOUTHEASTERLY DIRECTION, ALONG A 2,814.79 FOOT RADIUS CURVE TO THE RIGHT, ON A CHORD HAVING AN AZIMUTH (ASSUMED) OF 70 DEGREES 19 MINUTES 59 SECONDS, AN ARC DISTANCE OF 50.65 FEET, THENCE 159 DEGREES 49 MINUTES 41 SECONDS, IN A SOUTHERLY DIRECTION, A DISTANCE OF 52.87 FEET TO THE NORTHEAST LINE OF SAID LOT 204, IRREGULAR TRACT, THENCE 296 DEGREES 17 MINUTES 49 SECONDS, IN A NORTHWESTERLY DIRECTION, ALONG THE NORTHEASTERLY LINE OF SAID LOT 204, IRREGULAR TRACT, A DISTANCE OF 73.54 FEET TO THE POINT OF BEGINNING.

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