

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 10th day of February, 1995, by and between the assignor, Otto and Annelies Gaspar (herein "Borrower", whether one or more), whose mailing address is c/o Hoheneck Strasse 19, 81243 Munchen, Germany; and the assignee, National Bank of Commerce Trust and Savings and 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); including a security interest therein,



pursuant to the provisions of § 52-1701 et. seq., Neb. Rev. Stat. Supp. (1993);

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

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(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

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(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, 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.

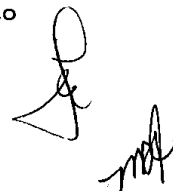
5. Any failure or forbearance by Lender to exercise any of Lender's rights or remedies hereunder shall not constitute a waiver of such rights and remedies or otherwise prevent Lender from exercising such rights and remedies in the future,

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.

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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, 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



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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 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 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

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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 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 trusts, 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. Except for any notice required under applicable law to be given in another manner, all notices hereunder shall be in writing to all of 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

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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
81243 München, Germany
Fax Number 011 4989 8977-2222

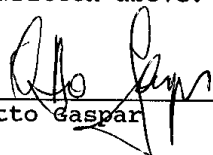
WITH A COPY TO: Stefan Gaspar, Manager
Chateau LaFleur Apartments
1025 North 63rd Street
Lincoln, Nebraska 68505

AND A COPY TO : Ward F. Hoppe
Suite 303
1101 Cornhusker Hwy.
Lincoln, Nebraska 68521

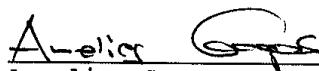
16. This Assignment shall be binding upon, and inure to the benefit of, the respective successors and assigns of Borrower and Lender and all future and subsequent owners of all or any portion of said Real Property and Personal Property.

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



Annelies Gaspar

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing Assignment of Leases and Rents was acknowledged before me this 10th day of February, 1995, by Otto Gaspar.



Mark D. Jepson
Notary Public

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing Assignment of Leases and Rents was acknowledged before me this 10th day of February, 1995, by Annelies Gaspar.



Mark D. Jepson
Notary Public

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PARCEL 1:

A TRACT OF LAND OUT OF AND A PART OF LOT 237 IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 237 I.T., SAID POINT BEING 3/4 " IRON PIPE; THENCE: NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, A DISTANCE OF 438.14 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 56 SECONDS EAST A DISTANCE OF 389.23 FEET; THENCE SOUTH 49 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 747.84 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 463.17 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 489.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND OUT OF AND A PART OF LOT 237 IRREGULAR TRACTS AND ALL OF LOT 240 IRREGULAR TRACT LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 240, I.T., SAID POINT BEING A 1" IRON PIPE; THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 1,292.97 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 165.84 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 795.88 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 299.67 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 463.17 FEET; THENCE NORTH 49 DEGREES 06 MINUTES 06 WEST, A DISTANCE OF 747.84 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 437.39 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, A DISTANCE OF 112.62 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 44 SECONDS EAST, A DISTANCE OF 149.97 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 165.57 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, A DISTANCE OF 473.42 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 03 SECONDS EAST, A DISTANCE OF 1,625.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND OUT OF AND A PART OF LOT 238 IRREGULAR TRACT LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 237 I.T., SAID POINT BEING A 1" IRON PIPE; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE OF 635.77 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 64 DEGREES 57 MINUTES 55 SECONDS, A RADIUS OF 44.00 FEET, AN ARC LENGTH OF 49.89 FEET, AND A CHORD BEARING SOUTH 32 DEGREES 17 MINUTES 14 SECONDS WEST FOR 47.26 FEET, THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 49.89 FEET TO THE POINT OF REVERSE CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 64 DEGREES 57 MINUTES 56 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 68.03 FEET, AND A CHORD BEARING SOUTH 32 DEGREES 17 MINUTES 13 SECONDS WEST, FOR 64.44 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 68.03 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 00 DEGREES 11 MINUTES 43 SECONDS EAST, A DISTANCE OF 36.69 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 54 SECONDS A RADIUS OF 537.46 FEET, AN ARC LENGTH OF 109.74 FEET, AND A CHORD BEARING SOUTH 55 DEGREES 25 MINUTES 21 SECONDS EAST FOR 109.54 FEET THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 109.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE

OF 83.10 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 31 DEGREES 44 MINUTES 08 SECONDS, A RADIUS OF 477.46 FEET, AN ARC LENGTH OF 264.46 FEET, AND A CHORD BEARING NORTH 58 DEGREES 56 SECONDS 04 MINUTES WEST FOR 261.09 FEET, THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 264.46 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 11 MINUTES 39 SECONDS, A RADIUS OF 1,432.69 FEET, AN ARC LENGTH OF 730.00 FEET, AND A CHORD BEARING NORTH 60 DEGREES 12 MINUTES 35 SECONDS WEST, FOR 722.13 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 730.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 340.90 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 26 MINUTES 07 SECONDS, A RADIUS OF 573.70 FEET, AN ARC LENGTH OF 224.64 FEET, AND A CHORD BEARING NORTH 34 DEGREES 23 MINUTES 43 SECONDS WEST FOR 223.21 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 224.64 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 1,186.96 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A TRACT OF LAND OUT OF AND A PART OF LOT 238 AND LOT 240 IRREGULAR TRACTS LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER 1/16 CORNER OF THE NORTHWEST QUARTER, SAID POINT BEING A 5/8" REBAR; THENCE SOUTH 89 DEGREES 47 MINUTES 19 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 26 MINUTES 07 SECONDS, A RADIUS OF 573.70 FEET, AN ARC LENGTH OF 224.64 FEET AND A CHORD BEARING SOUTH 34 DEGREES 23 MINUTES 43 SECONDS EAST FOR 223.21 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 224.64 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 45 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 340.90 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 49 SECONDS, A RADIUS OF 1,432.69 FEET, AN ARC LENGTH OF 688.40 FEET, AND A CHORD BEARING SOUTH 59 DEGREES 22 MINUTES 41 SECONDS EAST FOR 681.80 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 688.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 136.84 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.94 FEET, THENCE SOUTH 28 DEGREES 43 MINUTES 27 SECONDS WEST, A DISTANCE OF 167.52 FEET, THENCE NORTH 55 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 247.17 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 56 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 832.56 FEET AND A CHORD BEARING OF NORTH 63 DEGREES 12 MINUTES 50 SECONDS WEST FOR 829.73 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC LENGTH OF SAID CURVE, A DISTANCE OF 832.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 544.67 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

ALL OF THAT TRACT OF LAND KNOWN AS LOT 239 IRREGULAR TRACT LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 239 I.T., SAID POINT BEING A 5/8" CAPPED REBAR; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST A DISTANCE OF 652.45 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 193.04 FEET, THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, A DISTANCE OF 150.00 FEET THENCE SOUTH 00 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 193.04 FEET THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, A DISTANCE OF 299.38 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, A DISTANCE OF 427.80 FEET, THENCE NORTH 89 DEGREES 42 MINUTES 38 SECONDS WEST, A DISTANCE OF 110.09 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, A DISTANCE OF 182.23 FEET, THENCE NORTH 50 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 62.41 FEET THENCE NORTH 31 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 92.62 FEET TO A POINT OF CURVATURE ON THE SOUTH RIGHT OF WAY LINE OF ABANDON MISSOURI PACIFIC RAILROAD, OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 59 MINUTES 39 SECONDS, A RADIUS OF 2,814.79 FEET, AN ARC LENGTH OF 589.25 FEET AND A CHORD BEARING NORTH 83 DEGREES 43 MINUTES 01 SECONDS WEST FOR 588.17 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 589.25 FEET TO THE POINT OF TANGENCY THEREOF, THENCE NORTH 89 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 380.14 FEET, THENCE NORTH 00 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT OF THE NORTH RIGHT OF WAY LINE OF THE ABANDON MISSOURI PACIFIC RAILROAD; THENCE SOUTH 89 DEGREES 37 MINUTES 11 SECONDS EAST, A DISTANCE OF 380.10 FEET ALONG AND WITH SAID NORTH RIGHT OF WAY TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 18 MINUTES 53 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 931.71 FEET AND A CHORD BEARING SOUTH 80 DEGREES 33 MINUTES 14 SECONDS EAST FOR 927.75 FEET THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 931.71 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 56 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 832.56 FEET AND A CHORD BEARING SOUTH 63 DEGREES 12 MINUTES 50 SECONDS EAST, FOR 829.73 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 832.56 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 55 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 198.40 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 07 SECONDS WEST, A DISTANCE OF 49.99 FEET; THENCE NORTH 55 DEGREES 01 MINUTES 53 SECONDS WEST, A DISTANCE OF 46.50 FEET THENCE SOUTH 00 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 60.73 FEET THENCE SOUTH 55 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 58.30 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 148.98 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A PART OF LOT 238 IRREGULAR TRACT, AND A PART OF BLOCK 17, CORNER ADDITION TO BETHANY HEIGHTS AND A PORTION OF VACATED NORTH 63RD STREET AND A PORTION OF VACATED "W" STREET LOCATED IN THE NORTHWEST QUARTER, SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P. M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTERLINE OF DEADMANS RUN; THENCE: SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE OF 42.90 FEET; THENCE: SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 170.44 FEET TO A POINT

OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 42 MINUTES 40 SECONDS, A RADIUS OF 782.65 FEET, AN ARC LENGTH OF 173.63 FEET AND A CHORD BEARING SOUTH 43 DEGREES 17 MINUTES 00 SECONDS WEST FOR 173.28 FEET; THENCE: SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 173.63 FEET TO THE POINT OF TANGENCY THEREOF; THENCE: SOUTH 49 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 235.29 FEET; THENCE: NORTH 55 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 10.31 FEET; THENCE: SOUTH 49 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.72 FEET; THENCE: NORTH 55 DEGREES 01 MINUTES 53 SECONDS WEST, A DISTANCE OF 334.66 FEET; THENCE: NORTH 34 DEGREES 58 MINUTES 07 SECONDS EAST, A DISTANCE OF 49.99 FEET; THENCE: SOUTH 55 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 48.78 FEET; THENCE: NORTH 28 DEGREES 43 MINUTES 27 SECONDS EAST, A DISTANCE OF 167.52 FEET; THENCE: NORTH 16 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.94 FEET; THENCE: NORTH 17 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 136.84 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 49 SECONDS, A RADIUS OF 1432.69 FEET, AN ARC LENGTH OF 41.60 FEET AND A CHORD BEARING OF SOUTH 73 DEGREES 58 MINUTES 30 SECONDS EAST, FOR 41.60 FEET; THENCE: SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 41.60 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31 DEGREES 44 MINUTES 08 SECONDS, A RADIUS OF 477.46 FEET, AN ARC LENGTH OF 264.46 FEET AND A CHORD BEARING SOUTH 58 DEGREES 56 MINUTES 04 SECONDS EAST FOR 261.09 FEET; THENCE: SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 264.46 FEET TO THE POINT-OF-BEGINNING.

END OF SCHEDULE A

BLOCK

CODE
COTNER
CHECKED
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LANCASTER COUNTY, NEB
Dan Neltz
REGISTER OF DEEDS

FEB 13 12 15 PM '95

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INST. NO 95

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