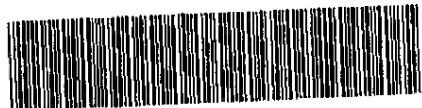




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REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT, made this 7<sup>th</sup> day of September, 1999, by SPRING RIDGE LIMITED PARTNERSHIP, a Nebraska Limited Partnership, (herein called the "Assignor"), whose mailing address is 444 Regency Parkway Drive, Suite 311, Omaha, NE 68114, to HOME FEDERAL SAVINGS BANK, whose address is 225 South Main Avenue, Sioux Falls, SD 57117-5000 (herein called the "Assignee").

**WITNESSETH:**

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee the immediate and continuing right to receive and collect the rents, income and profits (collectively the "Rents") arising out of or payable from the real property ("Premises") described on the attached Exhibit "A" and all leases and agreements for the leasing, use or occupancy of the Premises, now heretofore or hereafter entered into ("Leases") together with all guarantees therefor and all renewals and extensions thereof, together with all payments derived therefrom including, but not limited to, claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded all for the purpose of securing the following (herein collectively referred to as the "Indebtedness Secured Hereby"):

A. Payment of the principal sum of One Million Nine Hundred Forty Thousand and no/100 Dollars (\$1,940,000.00), evidenced by that certain Adjustable Rate Note dated of even date herewith (hereinafter referred to as the "Note") issued by Assignor in said amount and payable to the order of Assignee, together with interest thereon, late charges and any other charges according to the terms of the Note and all renewals, refinancings, extensions and modifications thereof.

B. Payment, performance, discharge of and compliance with every obligation, covenant and agreement of Assignor incorporated by reference or contained herein or in any other instrument, document, or agreement, including the Deed of Trust, Assignment of Rents and Security Agreement (Construction Security Agreement) of even date herewith (hereinafter referred to as the "Deed of Trust"), at any time given in connection with or to secure any indebtedness hereby secured, or any part thereof.

AND TO PROTECT THE SECURITY OF THIS ASSIGNMENT,  
ASSIGNOR AGREES:

1. **Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Leases of the Premises to be performed by the landlord thereunder; to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the tenants thereunder to be performed; not to borrow against, pledge or assign any rentals due under said Leases, or anticipate the rents thereunder or reduce the amount of the rents and other payments thereunder; not to waive, excuse, condone or in any manner release or discharge the tenants thereunder of or from the obligations, covenants, conditions and agreements by said tenants to be performed under the Leases or to permit the tenant to assign its interest in the Lease unless required to do so by the terms of the Lease; not to terminate the Leases or accept a surrender thereof or a discharge of the tenant unless required to do so by the terms of the Lease; not to consent to a subordination of the interest of the tenants thereunder to any party other than Assignee and then only if specifically required to do so by the Assignee.

2. **Protect Security.** The Assignee shall have the right at Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord thereunder, and Assignor agrees to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee in its sole discretion may appear.

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18. **Other Security Documents.** Any default under the Note, this Assignment or any other document securing the Note shall constitute a default under the Note, this Assignment and all other documents securing the Note and all rights and remedies therein of Lender may be exercised singularly or concurrently.

19. **Partial Release.** In the event Assignee shall provide to Assignor a partial reconveyance or release as to any portion of the Premises pursuant to paragraph 33 of the Deed of Trust, Assignee agrees to further deliver to Assignor a partial release of this Assignment as to such portion of the Premises.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

DATED this 7<sup>th</sup> day of September, 1999.

SPRING RIDGE LIMITED PARTNERSHIP,  
a Nebraska limited partnership

By: Spring Ridge Corporation,  
a Nebraska corporation, General Partner

By: *Timothy J. McReynolds*  
Timothy J. McReynolds, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



On this 9 day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Timothy J. McReynolds, President of Spring Ridge Corporation, a Nebraska corporation, General Partner of Spring Ridge Limited Partnership, a Nebraska limited partnership, the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the partnership.

*Linda Nigro*  
Notary Public

EXHIBIT "A"

Lots 1, 2, 4-6, 8-10, 14, 23, 33-37, 55, 77, 78, 86-89, 91-97, 116, 138-149, 152-157, 159-166, 168-178, 180-182, 185, 186, 188, 189, 191-194, 197-210 inclusive and Outlot C, Spring Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

**AND**

Lots 2-9, 14-23, 25, 35-40, 43, 47, 63-70, 72, 73, 76-78, 87-91, 93-96, 99, inclusive Spring Ridge Replat 1. a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

**AND**

Lots 1-15, inclusive Spring Ridge Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.