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Westchester Replat and
Lot 431 Westchester
J. Millard

BOOK 1046 PAGE 504

SUBORDINATION, NON-DISTURANCE AND ATTORNEYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of November, 1992, by and between Dragon's Lair Too, a proprietorship (hereinafter referred to as the "Tenant"), whose address is 8316 Blondo St., Omaha, NE 68134, BROOKSIDE PLAZA, L.P., a Nebraska limited partnership (hereinafter referred to as the "Borrower"), whose address is c/o Mr. Paul L. Douglas, 711 South 156th Avenue, Omaha, Nebraska 68118, and IDS LIFE INSURANCE COMPANY, a Minnesota corporation (hereinafter referred to as the "Lender"), whose address is 733 Marquette Avenue, Minneapolis, Minnesota 55402, Attention: Real Estate Loan Management, Unit #401.

PRELIMINARY STATEMENT OF FACTS:

- A. Lender has agreed to make a first mortgage loan (hereinafter referred to as the "Loan") to Borrower, repayment of which is to be secured by a Deed of Trust and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents (hereinafter referred to as the "Mortgage") on certain real estate as more fully described in Exhibit "A" attached hereto and the Improvements thereon (hereinafter referred to as the "Premises").
- B. The Mortgage has been recorded in the office of the Register of Deeds, County of Douglas, State of Nebraska, ^{in Book 5937 at Page 590} as Document No. _____.
- C. The Tenant is the present lessee under a lease dated December 30, 1991, made by Borrower, as landlord, demising a portion of the Premises (said lease and all amendments thereto being hereinafter referred to as the "Lease").
- D. A Short-Form Lease Agreement evidencing the Lease has been recorded in the office of the Register of Deeds, County of Douglas, State of Nebraska, ^{in Book 1046 at Page 445.} as Document No. _____.
- E. As a condition precedent to Lender's disbursement of Loan proceeds, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage.
- F. In return, the Lender is agreeable to not disturbing the Tenant's possession of the Premises.
- G. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

- 1. SUBORDINATION. The Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage and any and all amendments, supplements, modifications, renewals, extensions or replacements thereto, thereof or therefor, and to the rights and

Interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage. In any action or proceeding to foreclose the Mortgage, or upon the acceptance of a deed in lieu of foreclosure, the Lender shall have the right, in its sole discretion, to extinguish any options or rights to acquire title to the Premises.

3. TENANT NOT TO BE DISTURBED. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, and provided that Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

4. TENANT NOT TO BE JOINED IN FORECLOSURE. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

5. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the

Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

6. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall not be: (a) liable for any act or omission of any prior landlord (including Borrower); (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); (c) bound by any rent or additional rent which Tenant might have paid for more than the then current installment; (d) bound by any amendment or modification of the Lease made without its consent; (e) bound by any provisions of the Lease regarding the commencement or completion of any construction; (f) bound by any provision of the Lease which provided for warranties of construction from the Borrower to the Tenant; (g) bound by any provision of the Lease restricting the use of other properties owned by Lender, as landlord, for purposes which compete with Tenant; nor (h) liable for the return of any security deposit except to the extent actually received by Lender from Borrower. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts to set off such defaults against rents currently due Borrower and will give Lender notice of such defaults or occurrence at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

7. HAZARDOUS WASTE. Tenant: (a) is not presently engaged in nor does it presently permit; (b) has not at any time in the past engaged in nor permitted; (c) has no knowledge that any third person or entity has engaged in or permitted; and (d) will not in the future engage in or permit any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

8. ASSIGNMENT OF LEASE. Borrower will by a separate Assignment of Leases and Rents (hereinafter referred to as the "Assignment of Leases") assign its interest in the rents and payments due

under the Lease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment of Leases, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment of Leases does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.

9. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

10. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.

11. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

12. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

Dragon's Lair Too
a proprietorship

By: [Signature]

Its: Owner

BORROWER:

BROOKSIDE PLAZA, L.P.,
a Nebraska limited partnership

By: Paul L. Douglas
Paul L. Douglas
Its: General Partner

LENDER:

IDS LIFE INSURANCE COMPANY,
a Minnesota corporation

By: Patricia Mitshulis
Patricia Mitshulis
Its: Vice President

By: Shirley M. Carlson
Shirley M. Carlson
Its: Assistant Secretary

(The following acknowledgment is to be used if Tenant is a corporation or partnership.)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of November, 1992, by _____ the _____ of _____ a _____, on behalf of the _____

(Notarial Seal)

Notary Public

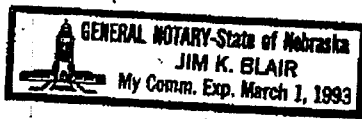
My Commission Expires:

(The following acknowledgment is to be used if Tenant is an individual.)

STATE OF Nebr)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 13th day of November, 1992, by Robert E. Gellner.

(Notarial Seal)



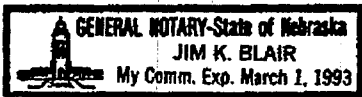
Jim K Blair
Notary Public

My Commission Expires:

(The following acknowledgment is to be used by Borrower.)

STATE OF Nebr)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 13th day of November, 1992, by Paul L. Douglas, the general partner of Brookside Plaza, L.P., a Nebraska limited partnership, on behalf of the partnership.



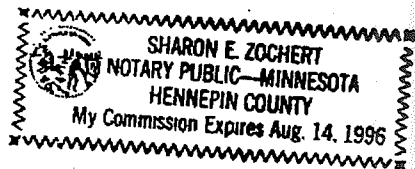
Jim K Blair
Notary Public

(The following acknowledgment is to be used by Lender.)

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of December, 1992, by Patricia Mitchell and Shirley M. Coe, the UBA, PAs and Asst Secs, respectively, of IDS Life Insurance Company, a Minnesota corporation, on behalf of the corporation.

Sharon E. Zochert
Notary Public



THIS DOCUMENT WAS DRAFTED BY:

OPPENHEIMER WOLFF & DONNELLY (JAW)
45 South Seventh Street
Suite 3400
Minneapolis, Minnesota 55402
(612) 344-9300

**EXHIBIT A
LEGAL DESCRIPTION**

LOT 503 THROUGH 505, INCLUSIVE, AND LOTS 507 THROUGH 513, INCLUSIVE, EXCEPT THAT PART TAKEN FOR STREET RIGHT-OF-WAYS, WESTCHESTER REPLAT, TOGETHER WITH UNREPLATTED PART OF LOT 431, WESTCHESTER OF MILLARD, EXCEPT THAT PART TAKEN FOR STREET RIGHT-OF-WAYS, ALL AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 505, WESTCHESTER REPLAT; THENCE N 1 DEGREE 04'45"E (BEARINGS BASED ON THE WESTCHESTER REPLAT RECORDED PLAT) FOR 291.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 505; THENCE N 88 DEGREES 55'15"W FOR 140.00 FEET TO THE SOUTHWEST CORNER OF LOT 507, WESTCHESTER REPLAT; THENCE N 1 DEGREE 04'45"E FOR 89.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 507; THENCE N 30 DEGREES 21'15"W FOR 229.55 FEET TO THE NORTHWEST CORNER OF LOT 513, WESTCHESTER REPLAT; THENCE N 59 DEGREES 38'45"E FOR 623.65 FEET ALONG THE NORTHERLY LINE OF LOTS 513, 512 AND 511, WESTCHESTER REPLAT, TO THE NORTHEAST CORNER OF SAID LOT 511; THENCE S 42 DEGREES 50'06"E FOR 115.73 FEET ALONG THE EASTERLY LINE OF SAID LOT 511; THENCE S 33 DEGREES 16'10"E FOR 544.45 FEET ALONG THE EASTERLY LINE OF LOTS 511, 510 AND 509, WESTCHESTER REPLAT AND THE EASTERLY LINE OF LOT 431, WESTCHESTER OF MILLARD; THENCE S 43 DEGREES 32'34"W FOR 307.95 FEET ALONG THE NEW ROAD RIGHT-OF-WAY; THENCE S 48 DEGREES 00'01" W FOR 186.0 FEET ALONG SAID RIGHT-OF-WAY; THENCE S 87 DEGREES 30'45"W FOR 236.9 FEET ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF LOT 505, WESTCHESTER REPLAT; THENCE N 88 DEGREES 55'15"W FOR 79.61 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

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TYPE misc PG 504-511 SCAN KS MC AP
FEE 45.00 OF misc COMP AP FR 64-42160

RECEIVED
DEC 7 2 39 PM '92
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE