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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Assignment of Rent, Income, and Receipts [4620/4630 Dodge Street, Omaha, NE]

September 3

Date:

August 15, 2013

Assignor:

Rendard L. Lebron

Assignor's Mailing Address: 8008 Harney Street

Omaha, NE 68114-0002

Assignee:

Mortgage Financial Services, Ltd.

Assignee's Mailing Address: 1821 Sussex Place

Lincoln, NE 68506

Note

Date:

Original

principal amount: \$40,000.00

Borrower:

Renard L. Lebron

Lender:

Mortgage Financial Services, Ltd.

Deed of Trust

Deptember 3

Date:

August 15, 2013

Borrower:

Renard L. Lebron

Lender:

Mortgage Financial Services, Ltd.

Trustee:

Donald R. Stading



Tract A

Lot 24 and all of Lot 23, Block 3, Briggs Place, an Addition to the City of Omaha, Except that part described as follows: Beginning at the Southwest corner of said Lot 23; thence East 36.15 feet. thence North 106.5 feet to a point on the North line of said Lot 23; thence West 36.45 feet to the Northwest corner of said Lot 23, thence South along the West line of said Lot 23, 106.5 feet to the Point of Beginning, all in Douglas County, Nebraska.

Tract B

Part of Lot 22, in Block 3, in Brigg's Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of said Lot 22; thence East along the South line of said Lot 22, 33.7 feet; thence North 17 feet; thence West 0.33 feet to the center line of a party wall; thence North along the center line of the party wall, 43 feet; thence West along the center line of a party wall, 29.17 feet to a point of being 4.5 feet East of the West line of said Lot 22; thence North 46.8 feet to a point on the North line of said Lot 22, and 4.7 feet East of the Northwest corner of said Lot 22, thence West 4.7 feet along the North line of said Lot 22 to the Northwest corner; thence South along the West line of said Lot 22, 106.5 feet to the point of beginning. Also described as: The West 33.7 feet of the South 60 feet and the West 4.7 feet of the North 46.8 feet of Lot 22, Block 3 Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska.

Filed on the 4th day of September, 2013, recorded under File # 2013 @ 90259, in the Real Property Recording information:

Records, Douglas County, Nebraska

Current Leases: Includes all written leases between Assignor and Assignor's

tenants, if any, pursuant to a written tenant roll provided by

Assignor to Assignee.

For value received, Assignor assigns to Assignee absolutely and not only as collateral all current and future rent, income, and receipts from the Property. Leases are not assigned.

Assignor will act as Assignee's licensee and will collect rent and other income and receipts from the Property as long as Assignor is not in default under the terms of the Note, the Deed of Trust, or this assignment. If Assignor defaults, Assignee may terminate Assignor's license, and Assignee may then collect all rent, income, and receipts from the Property.

A. Assignor warrants the following:

- 1. This assignment is valid and enforceable.
- 2. The Current Leases are valid, have not been modified or amended except as stated, have not been previously assigned, and are subject to no security interests.
- 3. Without the prior written consent of Assignee, Assignor will not modify any material term in any lease covering the Property, exercise or forfeit any option in a lease, or accept payment of rent more than one month in advance of its regular monthly payment date.
- 4. Assignor will perform all the obligations of the lessor in all leases covering the Property.
- 5. Assignor will promptly inform Assignee of all material events concerning the leases covering the Property.
- 6. Assignor will keep accurate records of all aspects of leases covering the Property and on request will make them available for Assignee's examination.
- 7. Assignor will apply all rent, income, and receipts from the Property to payment of the Note and performance of the obligations in the Deed of Trust, but if the rent, income, and receipts exceed the amount due under the Note and the Deed of Trust, Assignor may retain the excess.

B. Default and Remedies

- 1. During the existence of a default in payment of the Note or performance of any obligation in the Deed of Trust or this assignment, Assignee may
 - a. exercise Assignor's rights under the leases, including the right to collect income and give receipts for it;
 - b. increase or reduce rent or change the terms of any lease, if permitted;
 - c. enter into new leases in the name of Assignor or otherwise on terms that Assignee chooses; and
 - d. sue for the collection of unpaid rent, to cancel any lease in default, and for possession of any portion of the Property covered by a lease in default.
- 2. Except as otherwise provided in this assignment, before foreclosure of the Deed of Trust and after reimbursement of Assignee's expenses for collecting the rent, including attorney's fees, Assignee will apply all rent collected under this assignment to cure any default in the Note or the Deed of Trust.

- 3. Assignee may elect not to collect rent under this assignment, but that election will not prejudice Assignee's right to collect rent subsequently. Assignee will never be liable for failure to collect rent but will be accountable for rent received before foreclosure of the Deed of Trust.
- 4. By exercising rights and remedies under this assignment, Assignee does not waive the right to enforce the Note or the Deed of Trust.

C. General Provisions

- 1. Assignee's collection of rent, income, or receipts from the Property does not relieve Assignor of any obligations in the Note and the Deed of Trust.
- 2. Neither acceptance of this assignment nor any other act of Assignee under this assignment will be construed as a waiver of the priority of the Deed of Trust lien as to any lease or contract.
- 3. This assignment binds, benefits, and may be enforced by the successors in interest of the parties.
- 4. This assignment terminates on release of the Deed of Trust. At Assignor's expense, Assignee will reassign to Assignor in recordable form and without recourse or warranty all current and future rent, income, and receipts from the Property.
- 5. Assignee does not have or assume any obligations as lessor to any occupant of the Property.
- 6. Assignee may exercise Assignee's rights and remedies in this assignment without taking possession of the Property.
- 7. If Assignor becomes a voluntary or involuntary debtor in bankruptcy, Assignee's filing a proof of claim will be tantamount to the appointment of a receiver under Nebraska law.
 - 8. When the context requires, singular nouns and pronouns include the plural.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the day of August, 2013 by Renard L. Lebron.

Slejane Stanler NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:

Donald R. Stading 1821 Sussex Place Lincoln, NE 68506

AFTER RECORDING RETURN TO:

Mortgage Financial Services, Ltd. 1821 Sussex Place Lincoln, NE 68506 STEFANIE STANLEY General Notary State of Nebraska My Commission Expires Jul 8, 2015