

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between

DANIEL R. YOUNG & MARGUERITE M. YOUNG (Lessee--hereinafter called "Borrower"); and YOUNG TRUCK TRAILER, INC. (hereinafter called "Lessor"); and AMERICAN NATIONAL BANK OF SARPY COUNTY (hereinafter called "Assignee");

Witnesseth:

Whereas, Borrower has heretofore leased from Lessor certain real property by lease dated JUNE 1, 1994, recorded in INSTRUMENT #94-23067, of the records of the County of SARPY, State of NEBRASKA, for a term of 20 AND 1/2 years and described as follows: PARCEL B, PRAIRIE CORNERS, LOT SPLIT OF LOTS 48,49,50 AND PART LOT 47, SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA AND TAX LOT 11A2. BEING A PART OF TAX LOT 11A LOCATED IN SECTION 26, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER 1/4 CORNER THENCE W ALONG THE S LINE OF THE NW 1/4 OF SAID SECTION 26, A DISTANCE OF 285.4 FEET TO A POINT ON THE SOUTHEASTERLY R.O.W. LINE OF I-80 THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY R.O.W. LINE A DISTANCE OF 375.5 TO A POINT ON THE 1/4 SECTION LINE THENCE SOUTH ALONG THE E LINE OF SAID SECTION 26 1/4 N RITE A DISTANCE OF 239.6 FEET TO THE POINT OF BEGINNING.

And, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of FOUR HUNDRED AND EIGHTY SIX THOUDAND AND EIGHT HUNDRED AND FIFTY Dollars due and payable on or before DECEMBER 1, 2014;

And, Whereas, such loan is for the benefit of both Borrower and Lessor, in that the funds are to be used for the benefit of the business conducted on the leased premises;

Now, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of Lessor, hereby Assigns, Transfers and Conveys unto Assignee the lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease, and all renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

- 1. Borrower is not now in default in the performance of lease; and Borrower and Lessor will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions or renewal of it.
2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them, modify or terminate said lease without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease, Lessor shall have the right to terminate said lease in accordance with its terms, Provided, However, Lessor shall first give Assignee 60 days written notice of such default and the right, at the option of Assignee, during such period, to cure such default; and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of the obligations of his note to Assignee evidencing the aforesaid loan, any renewal or extension thereof, or any other agreement made in connection therewith, including his agreements herein, then, Assignee, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one or more of the following:

- a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.
b. Sell the property referred to in paragraph a. on said premises.

Verify [Signature]
D.E. [Signature]
Proof [Signature]
Film [Signature]
Mail [Signature]
Fee # 11.00
Ck [X] Cash [] Chg []

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AM 10:25

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AMERICAN NATIONAL BANK
SARPY COUNTY
NEBRASKA
PHONE 6811

