4		CALL ESTATE LEASE AND ACTO	EEPENT
This a	ssignment of lease and	agreement made and enter	ed into he and hoteron
ANIEL R. YOUNG &	MARGUERITE M. YOUNG	(Lessee—hereinafter cal	
YOUNG TRUCK TRAILE	ER, INC.	•	after called "Lessor"); and
MERICAN NATIONAL	BANK OF SARPY COUNTY		after called "Assignee");
Witnesseth:			nter carren Assignee);
Whereas	, Borrower has hereto	fore leased from Lessor (certain real property by lease
JUNE 1. 19	994 recorded i	in Bank	•
the County of SAR	DY State State	- of	
SUBDIVISION, AS SEPART OF TAX LOT IN SARPY COUNTY, NEBEL RIVER THENCE WALCHING ON THE SOUTHER A DISTANCE OF THE NW 1/4 And, When the souther than the same of the	SURVEYED, PLATTED AND R 11A LOCATED IN SECTION BRASKA MORE PARTICULARL ONG THE S LINE OF THE N EASTERLY R.O.W. LINE OF 375 TO A POINT ON THE SECTION 26 TIAN RITE A ereas, Assignee has auti	ECORDED, SARPY COUNTY, NE 26, TOWNSHIP 14 NORTH, RA Y DESCRIBED AS FOLLOWS: B 1/4 OF SAID SECTION 26, I-80 THENCE NORTHEASTERL EDISTANCE OF 239.6 FEET T horized the making of a 1	LOTS 48,49,50 AND PART LOT 47, EBRASKA AND TAX LOT 11A2. BEING ANGE 11 EAST OF THE 6TH P.M., BEGINNING AT THE CENTER 1/4, A DISTANCE OF 285.4 FEET TO A LY ALONG THE SOUTHEASTERLY R.O. SOUTH ALONG THE F. LINE OF THE POINT OF BEGINNING. LOAN TO BORTOWER In the amount
CUR HUNDRED AND	D EIGHTY SIX THOUDAND AN	ND EIGHT HUNDRED AND FIFT	Dollars due and
	re <u>DECEMBER 1, 2014</u>	;	•
		CONTROL OF	cower and Lessor, in that the the leased premises;
Now, The can or any part the conveys unto Assigne enainder of the terms	refore, for and in consereof, Borrower, with t	sideration of the premise the consent of Lessor, her cribed, To Have and To Hol use, and all renewals and	es and of disbursement of said reby Assigns, Transfers and ld the same for and during the extensions of said term.
16	ease for the term of sa	id loan and any extension	e of lease; and Borrower and tions required of him by said ns or renewal of it.
As	ssignee.	or actualistic sa	nd Lessor will not, alone or aid lease without consent of
de: sux its	Mever, Lessor shall fir fault and the right, at th default; and during s claim arising from su	est give Assignee 60 days the option of Assignee, such period, Lessor will ach default without Assign	take no action to enforce nee's consent.
4. In obload or incomposed do .	the event of any defau ligations of his note to extension thereof, or a cluding his agreements l tice, using such force a any one or more of the	It by Borrower in the per o Assignee evidencing the any other agreement made herein, then, Assignee, a as may be necessary, ente following:	rformance of any of the e aforesaid loan, any renewal in connection therewith, at its option, may, without er said leased premises and
			is hypothecated as collateral
b. 14 14 16 44 6 15 15 00 17 17 15 00 14 7 15 NE 66115	Proof Pilm Mail Fee # //- 00	95 030	34 25 03034

c. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon assignment, the obligations of said lease shall be binding on said transferee.

In the event Assignee shall only undertake the options provided in paragraph a. or b., it shall have no obligation other than payment of rent accruing during the period of its possession of the premises. In the event Assignee shall make transfer of said lease as provided in paragraph c., Assignee will cure all defaults in said lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of said lease.

- 5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.
- B. Lessor agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of Borrower, that is now or hereafter security for the aforesaid loan, to Assignee's lien or Hens on said property and to Assignee's rights herein.
- C. Lessor hereby represents and warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.
- E. This Assignment of Real Estate Lease and Agreement may be transferred and assigned to the United States Small Business Administration.
- F. Assingment of said lease may be reassigned in whole or in part to Borrower and any such reassignment is agreed to be accepted by Borrower.

• •
Witness our hands and seals this <u>IST</u> day of <u>JUNE</u> , 194.
le soll soll soll soll soll soll soll so
Menor Consiste my
Borrower
Chara Cuch (2 miles) In 1)
Lessor
By Nasiel Refourd
ACKNOWLEDGEMENT
STATE OF NEBRASKA) Before me, a qualified Notary Public, personally appeared
) 55: Daniel K. Young and Marguerite W Young
known to me to be identical percen or memory to
regoing instrument and acknowledged the execution thereof to be their voluntary act and
Witness my hand and Notarial Seal on June 1 ,1994.
Company and the state of the st
My Come Esp. Oct. 20, 1998 NOTARY PUBLIC
Viv Compination 7
countsion Expires, 19
STATE OF NEBRASKA) Beforeme, a qualified Notary Public, personally appeard
/ 55: Daniel K. Young
President of Young Truck Trailer, Inc.
corporation, known to me to be the President and identical person at a later
and the voluntary act and deed of said corporation and about
The post of the second
Witness my hand Notarial Seal on June 1, 1994.
GENERAL MOTARY-State of Nebraska PEGGY A. PALMORE Reggy C. Survey Reggy
My Comm. Exp. Oct. 20, 1998 NOTARY PURI IC
Commission Expires