



2800

Please return the recorded **assignment of rents** to:

EW
banc-serv PARTNERS, LLC
777 East Main Street
Westfield, IN 46074

Grantee: Great Western Bank
14545 W. Center Road
Omaha, NE 68144

Grantor: Martin Group, LLC
600 W. South Street
Lincoln, NE 68522

Lot 16, Block 1. South Street Business Park Addition, Lincoln, Lancaster County,
Nebraska.

Sasha
This document was prepared by: Le Ann Jackson
of banc-serv PARTNERS, LLC.
777 East Main Street
Westfield, IN 46074
317.664.5248

ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made this 19th day of December 2013 by and Martin Group, LLC ("Assignor") and Great Western Bank ("Assignee")

WHEREAS, Assignor has executed and delivered to Assignee that certain Promissory Note dated 12/19/2013 in the original principal amount of Six Hundred Thirty Four Thousand Two Hundred Dollars (\$634,200 00) (the "Note"), and

WHEREAS, Assignor desires to assign to Assignee Assignor's right to payment with respect to all periodic rental payments (the "Rental Payments") that may now or hereafter be payable by any third party (a "Tenant") under any contract or agreement (a "Lease") under which Assignor is landlord or lessee and which relates to all or any part of the property described below (the "Property"), which property is commonly known as 600 W South Street, Lincoln, NE 68522

Legal Description

Lot 16, Block 1, South Street Business Park Addition, Lincoln, Lancaster County, Nebraska.

WHEREAS, Assignor desires to assign to Assignee the Rental Payments for application to the unpaid balance of the Note and all renewals, modifications and extensions thereof, and all other indebtedness of Assignor to Assignee (the "Obligations")

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all Assignor's right, title, and interest in the Rental Payments; Assignor hereby grants to Assignee the right to enforce, at the sole discretion of Assignee, all Assignor's rights under the Lease, including the right to sue for and collect unpaid Rental Payments. In the event Assignee elects not to enforce Assignor's rights under the Lease, Assignee agrees to enforce promptly all of such rights

2. On or before the first banking day after Assignee receives each Rental Payment, Assignee will apply said Rental Payment to reduce the unpaid balance of the Note and the other Obligations in such manner as Assignee deems fit in its sole discretion. If Tenant makes the Rental Payment by check, Assignee will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. In the event the Tenant's check is not finally paid, the provisional application of such payment shall be reversed. It is expressly agreed that Assignor's Note and Obligations shall not be reduced or credited until such time as Assignee receives each final Rental Payment. If Tenant fails or refuses to make a Rental Payment, Assignee shall have no obligation to reduce the unpaid balance of Note or Obligation. Assignor's duties to Assignee under the Note and Obligations shall not be excused or modified if Tenant (a) fails or refuses to make Rental Payments, or (b) is delinquent in making any Rental Payment(s).

3. Nothing herein shall constitute or be construed as a delegation to Assignee of Assignor's duties under the Lease. Assignor shall have the option, but not the duty, to enforce Tenant's obligation to pay Rental Payments. Further, Assignee shall have no obligation to Tenant whatsoever other than to accept each Rental Payment.

4. After the unpaid balance of the Note and any renewals, modifications, or extensions thereof, and after the repayment of all other Obligations and debts of Assignor to Assignee, Assignee

agrees to assign back to Assignor all Assignee's rights created hereby within ten (10) days of the receipt by Assignee from Assignor of such a written request

5 In the event Tenant breaches the Lease, and Assignee exercises its option hereunder to sue to enforce the Lease, Assignor agrees to reimburse Assignee for all Assignee's costs and reasonable attorney's fees incurred in connection with enforcing the Lease. Such costs and reasonable attorneys' fees may be paid by Assignee from the Rental Payments

6 Assignor agrees to instruct Tenant to pay the Rental Payments directly to Assignee.

7 This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.

8. Assignee's consent to allowing Tenant to make one or more Rental Payments to Assignor is not and shall not be deemed to be a waiver of Assignee's right to directly receive all other Rental Payments.

Martin Group, LLC

By 

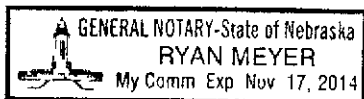
David L. Martin

STATE OF NEBRASKA

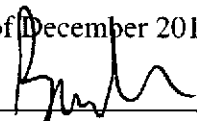
COUNTY OF Douglas

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David L. Martin, Member of Martin Group, LLC is signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of December 2013.



(Seal, if any)

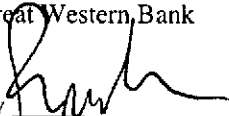


Notary Public

Print Name: Ryan Meyer
County of Residence: Douglas

My commission expires:
11-17-14

Great Western Bank

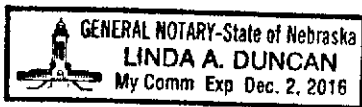
By 
Ryan Meyer, Business Banking Officer

STATE OF NEBRASKA

COUNTY OF Douglas

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ryan Meyer, on behalf of Great Western Bank, as Business Banking Officer, is signed to the foregoing instrument and acknowledged before me on this day that, being Informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of December 2013.



(Seal, if any)
My commission expires:

12.2.2016

Linda A. Duncan
Notary Public

Print Name: Linda A. Duncan
County of Residence: Douglas