



Subordination Agreement

Prepared By: Mark McKenzie
Return To: ACCESSbank
8712 West Dodge Rd
Omaha, NE 68114

This Indenture, made this 25 day of June, 2018 between Access Bank, hereinafter called (Lender One), and ACCESS BANK, hereinafter called (Lender Two),

Whereas Lender One is the owner and holder of a certain Lien taken out by 10304 JOSEPH CIRCLE, LLC to Access Bank in the original principal indebtedness of \$7,956.00, which Lien was recorded on APRIL 5, 2013, as Instrument Number 2013033736, encumbering the land situate in the County of DOUGLAS, NE, Described as follows:

LOTS 1 AND 2, IN ALAMO PLAZA REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA

PROPERTY ADDRESS:

3702 & 3708 DODGE ST, OMAHA, NE

Whereas, DMLS 3702, LLC, and whose address referred to in the above Deed of Trust dated JUNE 20, 2018 for property located at 3702 & 3708 DODGE ST, OMAHA, NE 68131, (hereinafter called "Trustor/Borrower") has an existing lien to Lender Two for \$666,533.12 that is secured by a Deed of Trust on the above described property.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned Lender One does hereby subordinate to Lender Two all its rights in the above described property to said Deed of Trust of the Lender Two.

IT IS FURTHER AGREED that the Lender Two is relying upon this subordination in the above described Deed of Trust transaction and that Lender Two's Deed of Trust when executed shall be a secured lien on the above described property prior and superior to the interest of Deed of Trust notwithstanding the date of execution, the date of recording, or date of disbursement of funds by Lender Two.

AND IT IS FURTHER AGREED that Lender One hereby assumes no personal liability to Lender Two and that Lender Two shall give written notice to Lender One at least 15 days prior to exercise of its right to foreclose by certified U.S. Mail to the address herein above designated or to such other address as may hereafter be designated in writing. Lender One shall have the right, but not the obligation, to cure any default of the Trustor/Borrower.

Lender One represents that it has not sold, assigned, conveyed or agreed to sell, assign or convey to anyone the Lender One's interest in the above described Deed of Trust and that said Deed of Trust is presently in effect and not now in default by either the Lender One or the Trustor/Borrower.

WITNESS THE EXECUTION HEREOF THIS 25 DAY OF June, 2018.

ACCESSbank

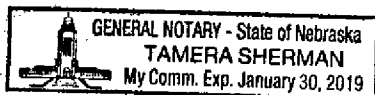
By: Mark E McKenzie

Mark E. McKenzie, V.P., Loan Operations Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 25 day of June, 2018, before me personally appeared Mark E. McKenzie, V.P., Loan Operations Manager, of ACCESSbank, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal,

Tamera Sherman
Notary Public