

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES is dated this 5th day of October, 1983 by AMERICAN UTF, INC., a Nebraska corporation ("Assignor"), having an address at American UTF, Inc., c/o United Trust Fund, 4770 Biscayne Boulevard, Miami, Florida 33137, to GREYCAS, INC., an Arizona corporation ("Assignee"), having an address at Greycas, Inc., Greyhound Tower, Phoenix, Arizona 85077.

RECITALS

A. WHEREAS, of even date herewith, Assignor has purchased from American Charter Federal Savings and Loan Association (the "Association") those eighteen (18) certain parcels of improved real property and a ground lease with respect to one additional parcel all of which parcels are located in various cities and counties in the State of Nebraska and are more particularly described on Schedule 1 attached hereto (collectively, the "Properties" and individually, a "Property"); and

B. WHEREAS, simultaneously with its purchase of the Properties from the Association, Assignor leased the Properties to the Association under eighteen (18) separate lease agreements, dated of even date herewith, between Assignor as lessor and the Association as lessee (such lease agreements, as well as any other leases of any Property which may be hereafter entered into, together with all supplements and amendments thereto, and any renewals or extensions thereof, and any memorandum thereof entered into for purposes of recording, being sometimes referred to herein collectively as the "Leases" and individually as a "Lease"); and

C. WHEREAS, to secure the performance of its obligations under the Leases, the Association, entered into an agreement (the "Collateral Security Agreement") whereby the Association has granted and conveyed to Assignee a security interest in and to certain Pledged Property as defined in the Collateral Security Agreement; and

D. WHEREAS, to finance a portion of the purchase price of the Properties, Assignor, simultaneously with the execution and delivery hereof, is borrowing the principal amount of \$29,491,971.00 from Assignee, such borrowing being evidenced by a promissory note, of even date herewith, to Assignee as payee (the "Note"), which Note is secured by eighteen (18) separate deeds of trust (collectively, the "Mortgages") each of which covers one of the Real Properties and one of which also covers Assignor's interest in the ground lease; and

E. WHEREAS, in further consideration of the loan evidenced by the Note, Assignor desires to enter into the undertakings contained herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment; Certain Rights of Assignee. Assignor, in furtherance of the covenants contained in the Note and the Mortgages, and as security for the payment of all sums due under the Note in accordance with its terms and of all other sums payable under the Mortgages, and as security for the performance and observance of the provisions of the Note, the Mortgages, and this Assignment, hereby assigns, transfers, conveys and sets over to Assignee all of the Assignor's estate, right, title and interest in, to and under the Leases together with all rights, powers, privileges, options and other benefits of Assignor as the lessor under the Leases, including, but not by way of limitation, the immediate and continuing:

(a) right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the Properties or otherwise (except sums payable directly to any person other than the lessor thereunder);

(b) right to accept any offer by the Association as lessee under the Leases to purchase any of the Properties, or a part thereof;

(c) right and power (which right and power are coupled with an interest and are irrevocable) to execute, acknowledge and deliver, as agent and attorney-in-fact of Assignor, an appropriate deed or other instrument of conveyance in order to convey to the Association any Property or part thereof, if the Association becomes obligated under a Lease to purchase such Property or part thereof;

(d) right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase and conveyance referred to in clause (c) above;

(e) right to make all waivers and agreements;

(f) right to give all notices, consents and releases;

(g) right to take such action upon the happening of a default under a Lease, including, but not limited to, the commencement, conduct and consummation of such proceedings at law or in equity as shall be permitted under any provision of such Lease or by law or in equity; and

(h) right to do any and all other things whatsoever which Assignor is or may be entitled to do under the Leases.

2. Delivery of Payments and Notices to Assignee.

(a) Assignor hereby designates Assignee to receive all payments of rent due under the Leases (collectively, "Rent") and all purchase prices and other sums payable to the lessor under the Leases. Provided that no default has occurred and is continuing hereunder, Assignee shall apply the rent payments to the current Installment due under the Note (and any past due Installments or other sums then due and payable to Lender by Assignor) and shall remit the excess, if any, to Assignor at such place and in such manner as Assignor shall designate in writing. Assignee shall apply the purchase prices as set forth in Section 4 of the Note.

(b) Assignor hereby designates Assignee to receive and hereby directs the Association to deliver to Assignee, at its address set forth above or at such other address as Assignee shall designate, duplicate original copies of all requests, certificates, reports, notices, undertakings, demands, statements, documents and other communications which the Association is required or permitted to give, make, deliver to or serve upon Assignor under the Leases.

3. Representations and Warranties of Assignor.

Assignor hereby represents and warrants to Assignee as follows:

(a) that Assignor is the sole owner of the entire lessor's interest in the Leases and that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth;

(b) that the Leases are in full force and effect;

(c) that no default exists on the part of the Association or Assignor under the Leases;

(d) that no Rent reserved in the Leases has been assigned or anticipated, and that no Rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the Leases;

(e) that none of the Leases nor any interest therein has been previously assigned or pledged;

(f) that the Association has no defense, setoff or counterclaim against Assignor; and

(g) that all rent due to date under the Leases has been collected and no concession has been granted to the Association in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due.

4. Certain Agreements of Assignor. Assignor hereby agrees as follows:

(a) If any of the Leases provide for a security deposit paid by the Association to Assignor, this Assignment shall transfer to the Assignee all of Assignor's right, title

and interest in and to such security deposits; provided that, Assignor shall have the right to retain said security deposits so long as Assignor is not in default under this Assignment, the Note or the Mortgages; and provided further that Assignee shall have no obligation to the Association with respect to such security deposits unless and until Assignee comes into actual possession and control thereof.

(b) Each and every Lease shall remain in full force and effect despite any merger of the interest of Assignor and the Association thereunder. Except as provided in Sections 17.3 and 18.2 of the Leases, Assignor shall not transfer or convey to the Association fee title to the Property subject to any Lease without the prior written consent of Assignee, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Assignor shall require the Association, in writing, to assume and agree to pay the Note in accordance with the terms, covenants and conditions thereof and of the Mortgages. In no event shall any such transfer or conveyance operate to release or relieve Assignor of any liability to Assignee unless Assignee specifically agrees otherwise in writing.

(c) Assignor shall not terminate any Lease (except pursuant to the terms of such Lease upon a default by the Association), or modify or amend the Lease or any of the terms thereof, or grant any concessions in connection therewith or accept a surrender thereof, without the prior written consent of Assignee.

(d) Assignor shall not collect any Rent in advance of the date on which it becomes due under the terms of each Lease.

(e) Assignor shall not discount any future accruing Rent.

(f) To the extent the Leases require Lessor's consent to any assignment by the Association of any Lease, or subletting thereunder, Assignor shall not consent to assignment or subletting without the prior written consent of Assignee.

(g) Assignor shall not execute any further assignment of any Rent or any interest therein or suffer or permit any such assignment to occur by operation of law which is or purports to be superior to this Assignment.

(h) Assignor shall not request, consent to, agree to or accept a subordination of any Lease to any mortgage, deed of trust or other encumbrance, or any other lease, now or hereafter affecting any Property or any part thereof, or suffer or permit conversion of any Lease to a sublease.

(i) Assignor shall faithfully perform and discharge all obligations of the lessor under the Leases, and shall give prompt written notice to Assignee of any notice of Assignor's default received from the Association or any other person and shall furnish Assignee with a complete copy of

said notice. Assignor shall appear in and defend, at no cost to Assignee, any action or proceeding arising under or in any manner connected with the Leases. If requested by Assignee, Assignor shall enforce any Lease and all remedies available to Assignor against the lessee in the case of default under such Lease by the Association.

(j) Assignor shall give Assignee written notice immediately upon entering into any lease or other occupancy agreement of any part of any Property, and shall promptly provide to Assignee a true and correct copy of the executed lease or other occupancy agreement. Any such additional or new lease or other occupancy agreement shall be deemed included in this Assignment as though originally listed herein, and the respective terms "Lease" and "Leases" as used herein shall include such additional or new lease or occupancy agreement and the term "lessee" or "Association" used herein shall include the lessee or tenant thereunder.

(k) So long as the Association remains in possession of the properties, it shall manage the Properties, directly or through agents or a management company; thereafter Assignor shall manage the Properties through its own personnel, and shall not hire, retain or contract with any third party for property management services without the prior written approval by Assignee of such party and the terms of its contract for management services.

(l) Assignor shall deliver to Assignee, promptly upon request, a duly executed estoppel certificate from the Association with respect to each Property attesting that a Lease is in full force and effect, that no defaults have occurred thereunder on the part of any party, that no rental has been paid more than one month in advance, and that the Association claims no defense or offset against the full and timely performance of its obligations under such Lease.

(m) Nothing herein shall be construed to impose any liability or obligation on Assignee under or with respect to the Leases. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities losses and damages which Assignee may incur under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations to be performed or discharged by Assignee under the Leases or this Assignment. Should Assignee incur any liability, loss or damage under the Leases or under or by reason of this Assignment, Assignor shall immediately upon demand reimburse Assignee for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Assignee. All of the foregoing sums shall bear interest until paid at the rate set forth in the Note. Any Rent collected by Assignee may be applied by Assignee in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

(n) This Assignment and the designation and direction to the Association set forth above in Section 2 regarding delivery of payments and notices are irrevocable (except upon the release of a Lease from this Agreement, as expressly provided in Section 8 below), and Assignor will not take any action as the lessor under the Leases or otherwise which is inconsistent with this Assignment or which impairs the security hereof, or make any other assignment, designation or direction inconsistent herewith, and that any assignment, designation or direction inconsistent herewith shall be void.

By acceptance hereof, Assignee agrees that, so long as no event of default under the Note or any Mortgage has occurred, it will not unreasonably withhold or delay its consent to any action requiring its consent hereunder proposed to be taken by Assignor as the lessor under the Leases provided that such action shall not materially and adversely affect the security provided by this Assignment, the obligations of the lessee under the Leases, or the value of any Property.

5. Additional Rights and Remedies of Assignee. If a default occurs hereunder and is continuing, Assignee shall have the following rights and remedies, all of which are cumulative, in addition to all other rights and remedies provided under the Note, the Mortgages, or any other agreement between Assignor and Assignee, or otherwise available at law or in equity or by statute.

(a) Assignee shall be deemed to be the creditor of the Association in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting the Association (without obligation on the part of Assignee, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).

(b) Assignee shall have the right to assign Assignor's right, title and interest in any of the Leases to any subsequent holder of any of the Note or any participating interest therein or to any person acquiring title to any of the Properties or any part thereof through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Assignee.

(c) Assignee shall have the right (but not the obligation), upon any failure of Assignor to perform any of its agreements hereunder, to take any action as Assignee may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Assignor agrees to pay, on demand, all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Assignee in connection therewith, together with interest thereon at the rate set forth in the Note.

(d) Upon any default by Assignor under this Assignment, the Note, or the Mortgages, and without notice to or consent of Assignor, Assignee shall have the following rights (none of which shall be construed to be obligations of Assignee), in addition to the other rights provided elsewhere herein:

(i) Subject to the rights of the Association under the Leases, Assignee shall have the right under this Assignment to use and possess, without rental or charge, the furniture, appliances and all other personal property of the Assignor located on the Properties or used in the operation or occupancy thereof. Assignee shall have the right to apply any of the Rent to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Properties. However, this Assignment shall not make Assignee responsible for the control, care, management or repair of the Properties or any personal property or for the carrying out of any of the terms and provisions of any lease or installment contract relating to such personal property.

(ii) Assignee shall have the right to apply the Rent and any other sums recovered by Assignee hereunder to Assignor's outstanding indebtedness to Assignee secured hereby or by the Mortgages, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Properties.

(iii) Subject to the rights of the Association under the Leases, Assignee shall have the right to take possession of the Properties, manage and operate the Properties and Assignor's business thereon, and to take possession of and use all books of account and financial records of Assignor and its property managers or representatives relating to the Properties.

(iv) Subject to the rights of the Association under the Leases, Assignee shall have the right to execute new leases of any part of the Properties, including leases that extend beyond the term of the Note.

(v) Assignee shall have the right to exercise all rights of Assignor to cancel or alter any existing Lease.

(vi) Assignee shall have the authority, as Assignor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Assignor and to bind Assignor on all papers and documents relating to the operation, leasing and maintenance of the Properties.

6. Certain Rights of Assignee Affecting the Association. Assignor hereby agrees, and the Association, by its written consent to this Assignment in the space provided below, hereby consents, to the following matters, as well as to the matters set forth in Sections 10, 11, and 12:

(a) The Association consents to the provisions of this Agreement, and agrees to pay and deliver to Assignee all Rent and other sums assigned to Assignee pursuant to this

Assignment, without offset, deduction, defense, deferment, or, subject to the provisions of the Leases, abatement or diminution, and will not, for any reason whatsoever, seek to recover from Assignee any moneys paid to Assignee by virtue of this Assignment. The Association agrees (i) that all sums payable to Assignee pursuant to the preceding sentence shall be paid in such a manner so that Assignee shall have immediately available funds on each date on which sums are due and payable, which sums shall be paid to Assignee at account number 3839-1465 at Citibank, N.A. 399 Park Avenue, New York, New York, or at such other address or in such other manner as may be specified by Assignee by written notice to the Association, and (ii) to deliver to Assignee duplicate original copies of all requests, reports, certificates, notices and other instruments which it delivers pursuant to the Leases. No payment of any sum due to Assignor under the Leases made by the Association shall be of any force or effect unless paid to Assignee. No notice delivered by the Association pursuant to the Leases shall be of any force or effect unless delivered both to Assignee and to Assignor as provided above.

(b) Assignor and the Association shall not enter into any agreement terminating, subordinating, amending or modifying any Lease without the consent thereto in writing of Assignee and any such attempted subordination, amendment, modification or termination of any Lease without the prior written consent of Assignee shall be null and void. In the event that any Lease shall be amended as herein permitted, the same, as so amended, shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto. The Association shall remain obligated under the Leases in accordance with their terms, and will not take any action to terminate, rescind or avoid any Lease, notwithstanding any action with respect to such Lease which may be taken by an assignee or receiver of Assignor or of any such assignee or by any court in any such proceeding.

(c) If, pursuant to the provisions of any Lease, the Association shall offer to purchase any Property or any part thereof, notice of acceptance of any such offer shall be deemed validly given for all purposes only if given by Assignee and notice of rejection by Assignor of any such offer shall be void unless accompanied by the written consent to such rejection by Assignee. If the Association shall elect or become obligated to purchase any Property or any part thereof pursuant to any Lease, the Association agrees to accept a deed and other instrument conveying and transferring the Property or the applicable part thereof executed and delivered by Assignee as being in compliance with the provisions of the Lease covering such Property, provided that said deed and other instruments shall otherwise be in compliance with the provisions of such Lease. If it should become necessary for Assignee or any other party to institute any

foreclosure or other judicial proceeding in order that title to any Property (or any part thereof or any award payable in connection with a taking thereof) may be conveyed to the Association, the time within which delivery of the deed or other instruments relating to such conveyance may be made shall be extended to the extent necessary to permit Assignee or such other party to institute and conclude such foreclosure or other judicial proceeding, and the applicable Lease shall not terminate, but shall continue in full effect until expiration of such period of extension.

(d) The Association shall deliver to Assignor and Assignee:

(i) within 120 days after the expiration of each fiscal year of the Association, statements of income and changes in financial position for each fiscal year and a statement of condition of the Association as of the last day of such fiscal year. Such statements of income, changes in financial position, and condition shall set forth in reasonable detail the results of operations for the year ended and the financial condition of the Association as at the date thereof and shall be accompanied by the certificate of opinion of the Independent Accountants who have audited the books of the Association for such fiscal year;

(ii) within 45 days after the expiration of the second fiscal quarter of the Association, the statement of income for the six-month period then ended and the statement of condition as of the last day of such period in the same form as contained in the Association's semi-annual report to the FHLBB for such period. Such statement of income and condition shall set forth in reasonable detail the results of operations for the six-month period then ended and the financial condition of the Association as at the date thereof, but such statements need not be audited.

7. Additional Security. Assignee may take or release other security for the payment of the indebtedness secured hereby, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such indebtedness, without prejudice to any of its rights under this Assignment.

8. Absolute Assignment; Release. The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the provisions of each and every one of the Leases nor shall any of the obligations contained in the Leases be imposed upon Assignee. The assignment contained herein and all rights herein assigned to Assignee shall cease and terminate as to any Lease:

(a) upon the payment of all amounts due under the Note and of all other sums payable under the Mortgages and

upon the performance and observance of all of the provisions of each thereof;

(b) upon the release of the Property subject to such Lease from the lien of the Mortgage covering such Property pursuant to the provisions of such Mortgage.

In the event that the assignment contained herein shall so terminate to any Lease, Assignee shall, upon the written request of Assignor, deliver to Assignor an instrument in recordable form releasing such Lease from this Agreement, and reassigning to Assignor the rights as to such Lease assigned hereby.

9. Effect on Rights Under Other Documents Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Letter of Credit securing the Note and the Mortgages, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Mortgages. The right of Assignee to collect the indebtedness secured hereby and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rent contained in the Mortgages or in any other document.

10. Further Assurances. Assignor and the Association hereby agree that each of them shall, whenever and as often as each shall be requested to do so by Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be necessary or appropriate to carry out the terms of this Assignment. This Assignment or a memorandum hereof may be recorded by Assignee at any time.

11. No Waiver. A waiver by Assignee of any of its rights hereunder or under the Leases or of a breach of any of the covenants and agreements contained herein to be performed by Assignor or the Association shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

12. Marshalling. Notwithstanding the existence of any other security interests in the Properties held by Assignee or by any other party, Assignee shall have the right to determine the order in which any of the Properties or any part thereof shall be subjected to the remedies provided herein. Assignee shall have

the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Assignee, any party who consents to this Assignment (including the Association), and any party who now or hereafter acquires a security interest in any of the Properties and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

13. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, return receipt requested or personally delivered to the parties at the addresses set forth below or to such other addresses as designated by notice pursuant to this Section. All notices shall be deemed received when delivered but in no event later than three (3) days after being deposited with the United States Postal Service, whichever shall occur first.

Assignor: American UTF, Inc.
c/o United Trust Fund
4770 Biscayne Boulevard
Miami, Florida 33137
Attention: Sidney Domb, President

Assignee: Greycas, Inc.
Greyhound Tower
Phoenix, Arizona 85077
Attention: Irving Hymson,
Vice President

14. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15. Counterparts. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto, although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument.

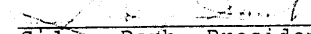
16. Governing Laws; Severability. This Assignment shall be governed by and construed under the laws of the State of Nebraska. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegali-

ty, invalidity, or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal or invalid provisions had never been inserted herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the year and date first above written.

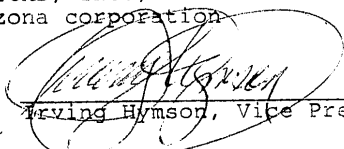
ASSIGNOR:

AMERICAN UTF, INC., a
Nebraska corporation

By: 
Sidney Domb, President

ASSIGNEE:

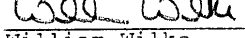
GREYCAS, INC., an
Arizona corporation

By: 
Irving Hymson, Vice President

AMERICAN CHARTER FEDERAL SAVINGS AND LOAN ASSOCIATION hereby consents to the foregoing Assignment of Leases and hereby accepts and agrees to each of the provisions set forth therein, including, but not limited to, the provisions of Sections 6, 10, 11 and 12 thereof.

Dated: October 6, 1983

AMERICAN CHARTER FEDERAL SAVINGS
& LOAN ASSOCIATION, a federal
savings and loan association

By: 
William Wilke,
Executive Vice President

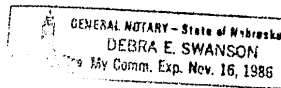
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 4th day of October, 1983 by Sidney Domb, the President of
American UTF, a Nebraska corporation, on behalf of the
corporation.

Debra E. Swanson
Notary Public

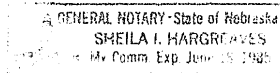
My Commission Expires:

Nov. 16, 1986



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 4 day of October, 1983 by Irving Hymson, the Vice
President of Greycas, Inc., an Arizona corporation, on behalf of
the corporation.



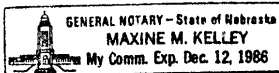
Sheila I. Hargreaves
Notary Public

My Commission Expires:

June 15, 1985

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 4th day of October, 1983 by William L. Wilke, the Executive
Vice President of American Charter Federal Savings and Loan
Association, a federal savings and loan association, on behalf of
such association.



Maxine M. Kelley
Notary Public

My Commission Expires:

December 12, 1986

SCHEDULE 1

Legal Description of Properties

Lot 4, Block 140, Original Omaha, Douglas County,
Nebraska

South 63 feet of Lot 4, Lot 5, subject to the rights
of the City of Omaha for street purposes in and to the
South 20 feet thereof, and Lot 8, all in Block 4,
West Dodge, an addition to the City of Omaha, Douglas
County, Nebraska

Lots 3, 4 and 5, Sunshine Farms, an addition to
Omaha, Douglas County, Nebraska

Lot 1, Huntington Park Replat II, Sarpy County, Nebraska,
together with a nonexclusive permanent easement for
purposes of ingress and egress over, through and across
property described as the North 30 feet of Lot 2,
Huntington Park Replat II, Sarpy County, Nebraska as
specifically set forth in the Easement Agreement dated
September 27, 1983 and filed in Book 56, Page 628,
Miscellaneous Records, Sarpy County, Nebraska

East 10 feet of Lot 11 and all of Lot 12, Block 36,
Original Town, Beatrice, Gage County, Nebraska

Lots 2, 3, 4, 5 and 6, Block 19, Phillips Third Addition
to the City of Columbus, Platte County, Nebraska,
except that portion deeded to the City of Columbus
described as follows: All that part thereof lying
North of a circular curved line, with a radius of 117
feet, beginning at a point on the South line of 23rd
Street of said City, 150 feet East and 33 feet South of
the intersection of the center lines of 23rd Street and
23rd Avenue of said City, thence running in a Southwesterly
direction on a circular curve to the left with a radius
of 117 feet to a point where this curved line intersects
the East line of said 23rd Avenue

Lots 1, 2, 3, 4 and 5, in Stone and Lyman's Subdivision of
Lots 20, 21, 22, 23 and 24, Block 14, Original Town, now
City of Hastings, AND Lots 18 and 19, Block 14, Original
Town, now City of Hastings, Adams County, Nebraska

East 85 feet of Lots 95 and 96, Original Town of
Kearney Junction, now City of Kearney, Buffalo
County, Nebraska

North 80 feet of the West 30 feet of Lot 4 and the
North 80 feet of Lots 5 and 6, Block 37, Original Town
of Plum Creek, now City of Lexington, Dawson County,
Nebraska

Lots 1, 2, 3, 4 and 5, Block 17, Original Town of
McCook, Red Willow County, Nebraska

South 1/2 of Lot 5, Block 143, Original Town
of North Platte, Lincoln County, Nebraska

Lots 7 and 8 and the West 17 2/3 feet of Lot 9,
Block 37, and the South 1/2 of the vacated alley
adjoining said Lots 7, 8 and 9 on the North,
Cloyd's Addition, Seward, Seward County, Nebraska

South 115 feet of Lot 19, Evergreen Addition to
the City of Valentine, Cherry County, Nebraska

West 70 feet of Lots 7, 8, 9 and 10, Block 14,
Original Town of Wymore, Gage County, Nebraska

Lots 6 and 7, and the South 5 feet 4 1/2 inches of Lot
8, Block 58, Original Town of York, York County, Nebraska

SCHEDULE 1

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and

Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, lessor, and Lincoln Development Company, lessee; and leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 and filed December 10, 1949 in Book 438, Page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, lessor, and the Lincoln Telephone and Telegraph Company, lessee.

Lots 36, 37 and 38, Block 1, Bishop Heights, Lincoln, Lancaster County, Nebraska and a portion of Lot 7, Block 5, Bishop Heights, Lincoln, Lancaster County, Nebraska described as beginning at the southeast corner of Lot 38, Block 1, Bishop Heights; thence east along the south line of said Lot 38, as extended east a distance of 150 feet; thence north along a straight line a distance of 331.54 feet to its intersection with the southeasterly line of Block 1, Bishop Heights at a point 217.65 feet southwesterly of the southwest corner of Lot 31, said Block 1; thence southwesterly along the southeasterly line of said Block 1 a distance of 197.05 feet more or less to the northeast corner of Lot 37, said Block 1; thence southerly along the east lines of Lots 37 and 38, said Block 1, a distance of 203.3 feet to the point of beginning, Lancaster County, Nebraska

South 186.5 feet of Lots 1 and 2 and the East 60 feet of the South 186.5 feet of Lot 3, Third Addition to Normal, Lincoln, Lancaster County, Nebraska

1-393
misc.

LANCASTER COUNTY CLERK

REGISTER OF DEEDS

OCT-5 PM 3:26

FILED FOR RECORDS
2008

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