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RECORDATION REQUESTED BY:

American National Bank
8990 West Dodge Road
Omaha, NE 68114

WHEN RECORDED MAIL TO:

Corporate Loan Operations
Attn: Real Estate Division
8990 West Dodge Road
Omaha, NE 68114

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 21, 1995, between 7833 West Dodge, Inc., a Nebraska Corporation, whose address is 11248 Davenport Street Suite 2, Omaha, NE 68154 (referred to below as "Grantor"); and American National Bank, whose address is 8990 West Dodge Road, Omaha, NE 68114 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Douglas County, State of Nebraska:

See Exhibit "A"

The Real Property or its address is commonly known as 8004 Farnam Drive, Omaha, NE 68114.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means 7833 West Dodge, Inc..

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated September 21, 1995, in the original principal amount of \$375,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in

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Waiver/Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of the right to demand strict compliance with the terms of this Assignment or to pursue any remedy available to such party in the event of such a breach.

The lessor, right to lease the property for a period of time specified in the lease, shall not dispossess the lessee or interfere with his quiet possession of the property during the term of the lease, unless he has committed a material breach of the lease, or has committed a criminal offense against the property, or has committed a tort against another person on the property.

rights under this subparagraph after in person, by agent, or through a receiver.

Collect Rent. Landlord shall have the right, without notice to Tenant, to take possession of the Property and collect the Rent, including amounts past due and unpaid, and apply the funds provided for in the Leases to抵消欠款, above, to the extent necessary to satisfy the obligations under the Leases. Landlord may exercise his rights under the Leases to the same extent as if the Leases had been renewed for another term or periods so long as the term of the Leases is not extended by more than one year. Landlord may exercise his rights under the Leases to the same extent as if the Leases had been renewed for another term or periods so long as the term of the Leases is not extended by more than one year.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Granter would be required to pay.

RIGHTS AND REMEDIES ON DEFATIGUE. Upon the occurrence of any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

A member of the audience change occurs in Granular Condition, or Lenard believes the prospect of payment or audience change. A member of the audience change occurs in Granular Condition, or Lenard believes the prospect of payment or audience change.

Events Affecting Events Any of the preceding events occurs with respect to any Guarantor or any of the underlying assets or any Guarantor's income statement, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

interventions in the field of mental health, particularly those that are evidence-based, can have a significant impact on mental health outcomes. The implementation of such interventions requires a systematic approach, involving the identification of target populations, the development of tailored interventions, and the evaluation of their effectiveness. It is also important to involve stakeholders, such as mental health professionals, patients, and families, in the process of developing and implementing interventions.

or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the demand or

Foreclosure, Foreclosure, etc. Commencement of foreclosure proceedings, whether by judicial proceeding, self-help, repossession,

In solvency. The dissolution of Granitor's existence as a going business, the insolvency of Granitor, the appointment of a receiver for any part of Granitor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any action against Granitor by a creditor, any action by Granitor against a creditor, or any other proceeding which in any way affects the assets, property, or operations of Granitor.

Other Defaults. Failure of Grantee to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantee and Lender.

The Note of the Related Document is a false or misleading information of material fact, either now or at the time made or furnished.

Compliance Details: Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any Deed of Trust or Indenture, will make any payment when due or the indebtedness.

FAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Landers may be entitled on account of the default. Any such action by Landers shall not be construed as curing the default from any remedy that it otherwise would have had.

(ii) The remaining balance among the partners will be paid in two equal instalments, one half within three months of the date of the Note and the other half within six months of the date of the Note.

Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid thereafter to the date of repayment by General. All such expenses, if Lender's option, will (a) be payable on demand, (b) be added to the balance

PENALTY. If Generali's Insurer or its Assigment, or if any action of proceeding is commenced that directly or indirectly affects Leaders in the Project, Leader of Generali's Insurer shall not be required to, take any action that would interfere with the performance of his/her duties.

PERFORMANCE: If Granitor pays all of the obligations imposed upon Granitor under

WPA projects cost less than private contractors and do not compete with them. Instead, they provide a service to the public which increases the value of the property.

RELOCATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantees' account and Lender's liability shall be limited to the amount of the fee or premium paid by Grantee to Lender to do any other thing.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may acquire title by and solely in the place and stead of Grantee and to have all of the powers of Grantee for the purposes stated above.

Employee Agreements, entering my employment, including the collection and distribution of Benefits and the payment of my salary and benefits, I agree to the terms and conditions set forth in the Letter of Agreement.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Nebraska and all other laws, ordinances, orders and regulations of all other governmental agencies affecting the Property.

of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water rates, and the premiums on fire and other insurance effected by Lender or the Proprietor.

Such proceedings as may be necessary to recover possession of the Rents and remove any tenant or other persons from the Property.

Entire Desires Interests
Lender by himself or his heirs and executors and administrators to pay and discharge all debts and obligations of the Borrower to him or them arising out of this Agreement and the Note and the other documents referred to in the Note.

NDERS'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Note or to Terriers, Lender may send notice to any of the Terriers to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Nebraska. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

7833 West Dodge, Inc.

By: *W.T. Stansbury*
William T. Stansbury, President

By: *Scott R. Makinster*
Scott R. Makinster, Secretary

CORPORATE ACKNOWLEDGMENT

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

STATE OF Virginia)
COUNTY OF Fairfax)

On this 19 day of September, 1995, before me, the undersigned Notary Public, personally appeared William T. Stansbury, President; and Scott R. Makinster, Secretary of 7833 West Dodge, Inc., and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By: *Leanne J. Clark*
Notary Public in and for the State of Pennsylvania
Residing at 8260 Greenway Dr. Suite 150 McLean
My commission expires March 31, 1998 22102

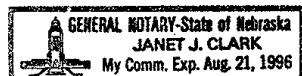
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STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 21 day of September, 1995, personally appeared Scott R. Makinster, Secretary of 7833 West Dodge, Inc. executing the Assignment of Rents on behalf of the corporation.

Janet J. Clark
Notary Public

My Commission expires 8-21-96



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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 4 and 5, and the West 10.00 feet of Lot 1, and the West 10 feet of the North 150 feet of Lot 2, in Block 3, in BEVERLY HILLS, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, EXCEPT the North 189 feet thereof, all being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Lot 5; thence North $00^{\circ}00'00''$ East, along the West line of said Lot 5, a distance of 170.19 feet; thence North $89^{\circ}40'41''$ East, along a line lying 189.00 feet South of and parallel to the North line of said Lots 1, 4, and 5, a distance of 227.37 feet; thence South $00^{\circ}02'58''$ East, a distance of 161.07 feet; thence North $88^{\circ}38'39''$ West, a distance of 9.37 feet; thence South $00^{\circ}17'32''$ West, along the East line of said Lot 4, a distance of 127.95 feet; thence North $61^{\circ}39'13''$ West, along the South line of Lots 4 and 5, a distance of 247.12 feet, to the Point of Beginning.

