

\$10.50

BLOCK

INST: NO 98

CODE

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REGISTER OF DEEDS

1998 AUG 21 12:59

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WHEN RECORDED MAIL TO:

U.S. Bank National Association
233 South 13th Street
Lincoln, NE 68508

SEND TAX NOTICES TO:

Rodney R. Yanagida and Lisa L. Yanagida
6560 South 32nd Street
Lincoln, NE 68516

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LANDLORD'S ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE IS DATED JULY 28, 1998, AMONG Rodney R. Yanagida and Lisa L. Yanagida, Husband and wife (referred to below as "Trustor"), whose address is 6560 South 32nd Street, Lincoln, NE 68516; U.S. Bank National Association (referred to below as "Lender"), whose address is 233 South 13th Street, Lincoln, NE 68508; and Las Brisas Land Development Company, Inc. (referred to below as "Landlord"), whose address is 6000 South 56th, Lincoln, Ne 68516. Trustor and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire, in addition to any other collateral, a Deed of Trust to Lender on Trustor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Borrower against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Trustor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Trustor pursuant to a lease (the "Lease") dated November 6, 1996, which was recorded as follows: April 3, 1998, Inst. No. 98 15350, and matures on September 30, 2095. The following information is a summary of the basic terms and conditions of the Lease: Term: 99 years from the latter of closing or the 1st day of October, 1996, to the 30th day of September, 2095. Rent: Lessee shall pay to Lessor as rent the sum of \$260,000.00 on or before closing. At the election of Lessee, \$50,000.00 of the rent maybe held in escrow by State Title pending the installation of Lessor's improvements.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Lancaster County, State of Nebraska:

That part of Lot 33, Irregular Tracts, in the Southeast Quarter (SE1/4) of Section 35, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 33, Irregular Tracts; thence Northwestery along the East property line of said Lot 33, a distance of 85 feet 8 inches to a point, said point being the True Point of Beginning; thence continuing Northwestery along the East property line of said Lot 33, a distance of 275 feet 10 inches to a point of deflection; thence Westerly a distance of 447 feet 4 inches to a point of deflection; thence Southerly, a distance of 310 feet 2 inches to a point on the Northerly right of way line of Saltillo Road; thence Easterly along the Northerly right of way line of Saltillo Road, a distance of 271 feet 4 inches to a point of deflection; thence Northeastery along Northerly right of way line of Saltillo Road, a distance of 203 feet 4 inches to the True Point of Beginning.

The Real Property or its address is commonly known as 1030 Saltillo Road, Roca, NE 68430. The Real Property tax identification number is 1106150.

ESTOPPEL. Landlord and Trustor hereby jointly and severally represent and warrant to Lender that:

(a) **Lease in Effect.** The Lease (i) has been duly executed and accepted by Landlord and Trustor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

(b) **No Default.** As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Trustor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Trustor under the Lease, including any against rents due or to become due under the terms of the Lease.

(c) **Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Trustor with respect to the Lease of the Property.

(d) **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Trustor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

(a) **Modification, Termination and Cancellation.** Landlord and Trustor will not consent to any modification, termination or cancellation of the

U.S. Bank
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Lease unless Lender first consents thereto in writing.

(b) Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Trustor of any breach or default on the part of Trustor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Trustor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Nebraska. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate 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 Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

TRUSTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JULY 28, 1998.

GRANTOR:

x Rodney R. Yanagida
Rodney R. Yanagida

x Lisa L. Yanagida
Lisa L. Yanagida

LANDLORD
x Las Brisas Land Development Company, Inc.
Las Brisas Land Development Company, Inc.

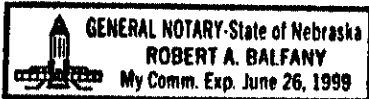
LENDER:
U.S. Bank National Association
By: Daniel S. Black, SVP
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this day before me, the undersigned Notary Public, personally appeared Rodney R. Yanagida and Lisa L. Yanagida, to me known to be the individuals described in and who executed the Estoppel Certificate, and acknowledged that they signed the Certificate as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of July, 19 98.



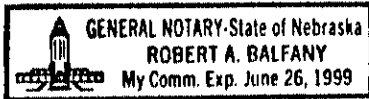
By Robert A. Balfany
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 6/26/99

LANDLORD ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this day before me, the undersigned Notary Public, personally appeared Las Brisas Land Development Company, Inc., to me known to be the individual described in and who executed the Estoppel Certificate, and acknowledged that he or she signed the Certificate as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of July, 19 98.

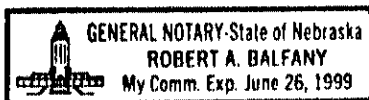


By Robert A. Balfany
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 6/26/99

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 28th day of July, 19 98, before me, the undersigned Notary Public, personally appeared Daniel S. Black and known to me to be the, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.



By Robert A. Balfany
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 6/26/99