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ACKNOWLEDGEMENT AND AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby acknowledges and agrees that the covenant not to protest the valuations set forth in the Settlement Agreement between RPI Limited Partnership #14, FirstTier Bank, Douglas County, and the City of Omaha, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (which Settlement Agreement was approved by the United States Bankruptcy Court for the District of Nebraska in Case No. BK94-81567 (Chapter 11) on December 4, 1995, and the terms of which were incorporated in the confirmed Plan in said bankruptcy proceeding), is a covenant running with the following described real estate, to wit:

All of Lot 1, in Block 140, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska; and, that part of Lots 2 and 3, in Block 140, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence Westerly, on the South line of said Lots 2 and 3, 112.00 feet; thence Northerly, on a line 112.00 feet West of and parallel to the East line of said Lot 2, 63.00 feet; thence Easterly, on a line 63.00 feet North and parallel

to the South line of said Lots 2 and 3, 112.00 feet, to the East line of said Lot 2, thence Southerly, on the East line of said Lot 2, 63.00 feet, to the Point of Beginning. (Commonly known as Farnam at 17th Street).

that is senior to any lien, encumbrance or interest which the United States of America, acting by and through the Department of Housing and Urban Development ("HUD"), has or may have in the above-described real estate. The covenant is not intended to and shall not change, accelerate, or in any other way affect when real estate taxes become a lien on property under Nebraska law. The covenant is and shall be enforceable by First Bank, National Association, formerly Firstier Bank, as Trustee, against HUD, and its successors and assigns.

UNITED STATES OF AMERICA,  
ACTING BY AND THROUGH THE  
DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT

By: [Signature]  
Title: Affordable Housing Loan Specialist

STATE OF Virginia )  
                                  ) ss.  
COUNTY OF Arlington )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 1996, by William D. Hanson, Affordable Housing Loan Specialist of The United States Department of Housing and Urban Development, of on behalf of said department.

Nicholas Priell  
Notary Public  
My Commission Expires February 28, 1998

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

