

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this 2nd day of August, 1983, by and between

Kroh Brothers Development Company

herein called ASSIGNOR, and Charter American Mortgage Company

herein called ASSIGNEE.

WITNESSETH: FOR VALUE RECEIVED, and in consideration of the premises and the debt herein described, ASSIGNOR hereby grants, transfers, assigns and delivers to ASSIGNEE all of the right, title and interest of ASSIGNOR in and to that certain LEASE described in Schedule A hereof, which leases certain property situate in the City of Omaha, County of Douglas, State of Nebraska, described in whole or in part in legal terms, to-wit:

See Schedule B attached hereto and incorporated herein.

together with any and all modifications, amendments, extensions and renewals thereof and also any and all guarantees of lessees' obligations thereunder, together with extensions and renewals thereof. The term LEASE shall apply to each instrument so designated in said Schedule A hereof, and shall also include each and every oral rent agreement between lessor and lessee commonly known as a month-to-month tenancy.

FOR THE PURPOSE OF SECURING:

ONE: The payment of all sums now or at any time hereafter owing to ASSIGNEE by ASSIGNOR, secured by an indenture or indentures of mortgage or deed of trust, conveying in whole or in part the described property and recorded in the official records of said county and state prior to or on or about the date of the execution of this ASSIGNMENT, which may also be recorded in whole, or notice thereof in the form of a recorded memorandum setting forth certain provisions thereof.

TWO: The performance and discharge of each and every obligation, covenant and agreement contained in said mortgage or deed of trust or any note, bond or evidence of debt secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the LEASE by lessor to be performed; to give prompt notice to the ASSIGNEE of any notice of default on the part of ASSIGNOR with respect to the LEASE received from lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of ASSIGNOR, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the LEASE by lessee to be performed; not to modify or in any way alter the terms of the LEASE; not to terminate the terms of the LEASE and not to accept a surrender thereof unless required to do so by the terms of the LEASE; not to anticipate the rents thereunder, * or to waive, excuse, condone or in any manner release or discharge the lessee thereunder, of or from the obligations, covenants, conditions, and agreements by the lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and ASSIGNOR does by these presents expressly release, relinquish and surrender unto the ASSIGNEE all ASSIGNOR'S right, power and authority to modify or in any way alter the terms or provisions of the LEASE, or to terminate the term or accept a surrender thereof, and any attempt on the part of ASSIGNOR to exercise any such right without the written authority and consent of the ASSIGNEE thereto being first had and obtained shall constitute a breach of the terms hereof entitling the ASSIGNEE to declare all sums secured hereby immediately due and payable.
2. At ASSIGNOR'S sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the LEASE or the obligations, duties or liabilities of lessor, lessee or guarantor thereunder, and to pay all costs and expenses of the ASSIGNEE, including attorneys' fees in a reasonable sum, in any such action or proceeding in which the ASSIGNEE may appear.
3. That should ASSIGNOR fail to make any payment or to do any act as herein provided then the ASSIGNEE, but without obligation so to do and without notice to or demand on ASSIGNOR, and without releasing ASSIGNOR from any obligation hereof, may make or do the same in such manner and to such extent as the ASSIGNEE may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security or the rights or powers of the ASSIGNEE, and also the right to perform and discharge each and every obligation, covenant and agreement of lessor in the LEASE contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

* beyond one month for any LEASE.

4. To pay immediately upon demand all sums expended by the ASSIGNEE under the authority hereof, together with interest thereon at the maximum allowable rate for this State, and same shall be secured hereby and by the said mortgage or deed of trust.
5. That ASSIGNOR will not transfer or convey to the lesser the fee title to the demised premises unless the lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.
6. ASSIGNOR hereby covenants and warrants to the ASSIGNEE that (a) ASSIGNOR has not executed any prior ASSIGNMENT of the LEASE or of its right, title and interest therein or the rentals to accrue thereunder; (b) ASSIGNOR has not performed any act or executed any instrument which might prevent the ASSIGNEE from operating under any of the terms and conditions hereof, or which would limit the ASSIGNEE in such operation; (c) ASSIGNOR has not accepted rent under the LEASE for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the LEASE; and (e) ASSIGNOR has not executed or granted any modification or amendment whatever of the LEASE either orally or in writing except as set forth in Schedule A, and that the LEASE is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. ~~ASSIGNEE shall have the right, and if exercised, is hereby licensed by ASSIGNOR to demand, receive and collect all rents, issues and profits payable under said LEASE in the name of ASSIGNEE or its agent, and ASSIGNOR shall notify the parties of said LEASE of this ASSIGNMENT and shall in every way facilitate the payment of said rent to ASSIGNEE. From the rents, profits and income received by the ASSIGNEE under this ASSIGNMENT, ASSIGNEE shall pay the costs, if any, incurred in collection thereof, including the fees and costs of agents and attorneys employed therefor by ASSIGNEE; next, the said obligations of ASSIGNOR as they mature or accrue, and any remainder shall be paid to ASSIGNOR.~~

~~The right of ASSIGNEE under this paragraph to demand, receive and collect said rents, issues and profits hereunder shall not be contingent upon a default in any of the obligations of ASSIGNOR set forth in paragraphs ONE and TWO above, and shall continue so long as ASSIGNOR is indebted and obligated as aforesaid, except that any time prior to the payment in full of all said obligations ASSIGNEE may at its option release ASSIGNOR from the provisions of this paragraph (B.1.) and thereby permit ASSIGNOR to collect and receive said rents, issues and profits, all subject to the terms of this ASSIGNMENT, which shall remain in full force and effect.~~

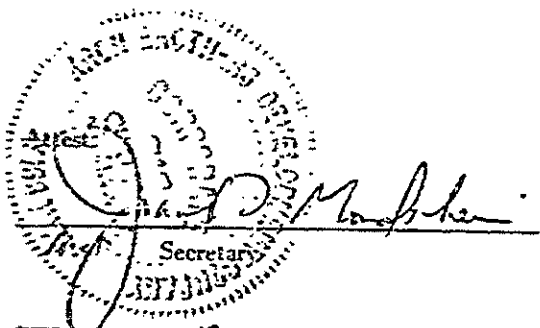
1. So long as there shall exist no default by ASSIGNOR in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or lease contained, ASSIGNOR shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.
2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or LEASE contained, the ASSIGNEE may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, irrespective of whether or not declaration of default has been delivered to the parties in default under said note or evidence of debt, mortgage or deed of trust, exercise all rights and remedies contained in said mortgage or deed of trust and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify and accept the surrender of leases, obtain and evict tenants, fix or modify rents, and do any acts which the ASSIGNEE deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name, sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as the ASSIGNEE may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said mortgage or deed of trust or invalidate any act done pursuant to such notice.
3. The ASSIGNEE shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the LEASE, or under or by reason of this ASSIGNMENT, and ASSIGNOR shall and does hereby agree to indemnify the ASSIGNEE against and hold it harmless from any and all liability, loss or damage which it may or might incur under the LEASE or under or by reason of this ASSIGNMENT and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the LEASE, should the ASSIGNEE incur any such liability, loss or damage under the LEASE or under or by reason of this ASSIGNMENT or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the maximum allowable rate for this State, shall be secured hereby and by the said mortgage or deed of trust, and ASSIGNOR shall reimburse the ASSIGNEE therefor immediately

upon demand and upon the failure of ASSIGNOR so to do the ASSIGNEE may declare all sums secured hereby immediately due and payable.

4. ASSIGNEE shall be accountable only for rents, issues and profits collected hereunder and not for the rental value of the property conveyed in said LEASE or mortgage or deed of trust.
 5. See addendum attached hereto and incorporated herein.
- C. IT IS FURTHER MUTUALLY AGREED THAT:

1. Until the indebtedness secured hereby shall have been paid in full, ASSIGNOR covenants and agrees to keep leased at a good and sufficient rental all the premises conveyed in said mortgage or deed of trust, and upon demand to transfer and assign to the ASSIGNEE any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the ASSIGNEE, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this ASSIGNMENT shall apply to any such subsequent LEASE, whether or not so assigned and transferred.
2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said mortgage or deed of trust, unless there shall have been recorded another mortgage or deed of trust in favor of the ASSIGNEE covering the whole or any part of the leased premises, this ASSIGNMENT shall become and be void and of no effect.
3. This ASSIGNMENT inures to the benefit of the named ASSIGNEE and its successors and assigns, and binds the ASSIGNOR and ASSIGNOR'S heirs, legatees, devisees, administrators, executors, successors and assigns. The term "LEASE" as used herein means not only the LEASE hereby assigned or any extension or renewal thereof, but also any LEASE subsequently executed by ASSIGNOR covering the demised premises or any part thereof. In this ASSIGNMENT, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each ASSIGNOR hereunder are joint and several.
4. All notices, demands or documents required or permitted hereunder shall be served in writing and sent by registered mail addressed to ASSIGNEE, attention of _____ Mr. Thomas J. Turner, III
at 3100 Broadway, Suite 518, Kansas City, Missouri 64111
and to ASSIGNOR, as stated below. Such addresses may be changed from time to time by the parties hereto.

ASSIGNOR: Kroh Brothers Development Company



By George Gilchrist
8900 Ward Parkway
Kansas City, Missouri
Address

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this, 28th day of JULY, 1983, before, appeared GEORGE GILCHRIST to me personally known, who being by me duly sworn, did say that he is the ASST. VICE PRES. of KROH BROTHERS DEVELOPMENT CO., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said GEORGE GILCHRIST acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in KANSAS CITY, Missouri, the day and year last above written.

My commission expires:

4-10-87

Janice L. Berry
Notary Public

JANICE L. BERRY
Notary Public - State of Missouri
Commissioned in Clay County
and adjoining Counties
My Commission Expires April 10, 1987

Addendum

5. The Assignor agrees on demand (and subject to rights of tenants) to transfer to the Assignee any security deposits held by Assignor under the terms of the Lease. Assignor agrees that such security deposits may be held by the Assignee without any allowance of interest thereon to Assignee and shall become the absolute property of the Assignee under any circumstances where Assignee exercises its remedies hereunder to be applied in accordance with the provisions of the Lease. Until Assignee makes such demand and the deposits are paid over to Assignee the Assignee assumes no responsibility to any Tenant for any such security deposit.

TENANT RENT ROLL AND OCCUPANCY REPORT
 MAPLE 108 SHOPPING CENTER
 OMAHA, NEBRASKA

07/01/83

Shops: 32,900
 Pads: 6,269
 Major: 66,176 (Albertsons)
 Total: 105,345

TENANT	SPACE	EFFECTIVE MO YR	TERM	EXPIRATION MO YR	SQUARE FEET	%	PER SQ. FOOT	ANNUAL RENT	MONTHLY RENT	% RENT	BASE	OPTION
<u>SHOPS:</u>												
Animal Crackers	A-09	07 83	5	06 88	1,400		8.50	11,899.92	991.06	6%	198,332.00	None
Beach, Raymond M, D.C.	A-7	04 82	3	03 85	1,260		8.00	10,080.00	840.00	na	na	None
Cleaning Machine	C-8-10	03 83	10	02 93	3,950		7.50	29,625.00	2,468.75	5%	592,500.00	2-5
Dial Finance	C-3	09 82	5	08 87	1,400		8.00	11,199.96	933.33	na	na	1-Nego
Haircrafters	C-2	01 82	10	12 92	1,400		8.50	11,900.00	991.66	6%	186,668.00	None
Leonard, Tim InsurCo.	C-7	06 82	3	05 85	1,050		8.00	8,400.00	700.00	na	na	None
One Hr Martinizing	A-2	04 82	5	03 87	1,050		8.00	8,400.00	700.00	6%	140,000.00	None
Picture Show	C-5	05 83	3	07 86	1,750		8.50	14,874.96	1,239.58	6%	247,915.50	None
W.C. Frank	A-3,4	03 82	5	02 87	2,800		9.00	25,200.00	2,100.00	6%	420,000.00	None
Whirla Whip	C-4	04 82	3	03 85	1,050		8.50	8,925.00	743.75	6%	148,750.00	None

TOTAL SQ.FT.LEASED (SHOPS):

17,110 = 52% 8.23 Avg 140,504.84 11,708.13

PADS:

Godfather's Pizza Pad E - - 15 - 97 3,269 = 52% 14.38 47,000.04 3,916.67 na na None

GRAND TOTAL LEASED:

20,379 187,504.88 15,624.80

AVAILABLE SPACE SHOPS:

15,790 = 48% @8.23 10,829.31

AVAILABLE PAD SPACE:

3,000 = 48%

TOTAL NRA:

39,169 =100%

LEASES EXECUTED; TENANTS NOT IN OCCUPANCY

Vic's Corn Popper A-10 08 83 5 07 88 1,050 8.50 8,925.00 743.75 6% 148,750.00 None

Schedule B

Lots 1, 3 and 4, Maple 108 Shopping Center, an addition to the City of Omaha, as surveyed, platted and recroded, Douglas County, Nebraska.

RECEIVED

1303 AUG -2 PM 1:49

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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