

MASTER DEED AND DECLARATION

THIS MASTER DEED AND DECLARATION (herein "Declaration") is made this 29th day of August, 1981, by RDH Investments, a general partnership, herein called "Declarant" for itself, its successors, grantees and assigns,

WITNESSETH:

1. Declaration of Purpose. The purpose of this Master Deed is to declare the desire of the Declarant to submit the lands herein described and the improvements thereon but subject to all easements, rights and appurtenances belonging thereto to the condominium form of ownership and use in the manner provided by Neb. Rev. Stat. § 76-801 et. seq., (Reissue 1976) (herein called Condominium Act), and the name by which this condominium is to be identified is Senator Condominium Property Regime, sometimes referred to herein as the "property" or "project".

2. Description of Land. The lands owned by the Declarant which are hereby submitted to the condominium regime are a fee simple interest in lands described in Exhibit "A" attached hereto and made a part hereof by this reference.

3. Definitions. The definitions set forth in Section 76-802, Neb. Rev. Stat. (Reissue 1976) shall govern this Master Deed, the attached plans and By-laws, except that as used herein, "unit" shall also mean "apartment" and "owner" shall also mean "coowner" and shall also mean any person purchasing a unit by means of an Installment Sales Contract.

4. Description of Building. The condominium improvements consist of an existing four-story building located at 1630 H Street, Lincoln, Nebraska, commonly referred to as the Senator Apartment Building. The building contains approximately 16,228.80 square feet. The basement floor contains most of the building's heating and cooling equipment and maintenance areas, and all floors are serviced by elevators. ~~The xxxxxxxxxx of xxxxxxxxxx consists of xxxxxxxxxx~~

5. Value, Designations, Percentages and Description of Units. The total value of the Senator Condominium Property Regime, the basic value of each unit together with the percentage interest in expenses, including taxes, of and rights in the common elements, the designation and approximate location of each unit, and immediate common areas to which it has access, and its proportionate interest in the common area and facilities, and the voting rights in the Association appurtenant thereto are set forth in Exhibit "B" attached hereto and made a part hereof by this reference.

6. Dimensions of Units. Each unit consists of that part of the building containing the unit which lies within the boundaries of the unit exclusive of interior load-bearing walls and pillars, and any pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one condominium unit. The vertical boundaries of each unit shall be the boundaries as shown on the condominium map attached hereto, marked Exhibit "C" and made a part hereof by this reference. Where a unit is bounded by a wall, the wall shall be considered to include any door, window or other closure therein in the closed position and the boundary shall be the unfinished surface of such wall on the unit side, to the effect that the unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. Where the unit consists in whole or in part of unenclosed space, the boundary defining such space is the boundary as shown on said condominium map. The horizontal boundaries of each unit shall be the unfinished surface of the top of the concrete floor and the unfinished surface of the bottom of the concrete ceiling, except that

where there is a stairway or other opening in the floor or ceiling, the boundary shall be the surface resulting from extensions of the nearest adjacent unfinished surfaces of the top of the concrete floor or the bottom of the concrete ceiling, as the case may be.

7. Nature and Incidents of Unit Ownership.

(a) Interior of Units. Each owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and the surfaces of all walls, ceilings, floors and doors within such boundaries.

(b) Maintenance of Units. Each owner shall keep the interior of his unit including, without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such unit develops an unsanitary or unclean condition or falls into a state of disrepair, and in the event that the owner of such unit should fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the owner and without liability to the owner for trespass or otherwise, to enter said unit and correct or eliminate said unsanitary or unclean condition or state of disrepair. Notice will be given as set forth in the By-laws.

(c) Right to Combine or Subdivide Units. With the written consent of the Association, two or more units may be utilized by the owner thereof as if they were one unit or the owner may subdivide said units into smaller units. If any unit shall be subdivided by the owner thereof, the basic value and percentage of common element ownership set forth herein for the unit so subdivided shall be allocated on a pro rata basis. To the extent permitted in the written consent of the Association, any walls, floors or other structural separations between any two such units, or any space which would be occupied by such structural separations but for the utilization of the two units as one unit, may, for as long as the two units are utilized as one unit, be utilized by the owner of the adjoining units as limited common elements, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the project.

(d) No Partition. The common elements shall be owned in common by all of the owners, and no owner may bring any action for partition thereof.

(e) Separate Mortgages by Owners. Each owner shall have the right to mortgage or otherwise encumber his unit. However, no owner shall attempt to or shall have the right to mortgage or otherwise encumber the common elements or any part thereof except the undivided interest therein appurtenant to his unit. Any mortgage or other encumbrance shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure or otherwise.

(f) Mechanic's Liens. No labor performed or material furnished for use in connection with any unit with the consent or at the request of an owner or his agent or subcontractor shall create any right to file a

statement of mechanic's lien against the unit of any other owner not expressly consenting to or requesting the same or against any interest in the common elements, except as to the undivided interests therein appurtenant to the unit of the owner for whom such labor shall have been performed and such materials shall have been furnished.

8. Ownership of Common Elements. The undivided interest in the common elements appurtenant to each unit shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The percentages appurtenant to each unit as shown in said Exhibit "B" shall have a permanent character and shall not be altered without the unanimous written consent of all coowners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, each owner shall be entitled to use the common elements (other than the limited common elements) in any manner that does not hinder or encroach upon the rights of other owners and is not contrary to any rules and regulations promulgated by the Association.

9. Common Elements. The common elements consist of all parts of the property other than the units, including, without limitation, the limited common elements of the following:

- (a) The land on which the building is situated;
- (b) All foundations, columns, girders, beams, supports, main walls, interior load-bearing walls, pillars, roofs, flat roofs, stairs, stairways, fire escapes and entrances and exits of the building;
- (c) Central and appurtenant installations for power, light and ventilation and all pipes, wires, conduits, ducts, vents and other service and utility lines;
- (d) The elevators, tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use;
- (e) The sidewalk areas surrounding the building;
- (f) Halls, corridors and lobbies;
- (g) Driveways and parking areas;
- (h) Storage spaces and premises for the use of janitors and other persons employed for the operation of the property;
- (i) Machinery and electrical rooms;
- (j) All land, lawns, gardens, roads, parking and other improved or unimproved areas not within the apartments, provided, however, that each unit owner may have an easement for the exclusive use of one or more additional parking spaces if so provided by duly adopted by-laws or duly promulgated rules;
- (k) All other items listed as such in the Nebraska Condominium Property Act and located on the property;
- (l) All other spaces and facilities shown as common elements on said condominium map; and
- (m) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except to the extent specifically included in the units.

Each owner of a unit may use the common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, subject always to the exclusive use of the limited common elements as provided in this Declaration.

10. Limited Common Elements. "Limited common elements" shall mean those common elements as described above which are located wholly within any unit and do not serve or are not intended to serve, other apartments in the building. Additional limited common elements are:

(a) Any existing balconies are reserved solely for the use of the contiguous unit.

(b) Each one-bedroom unit is supplied by a heating unit. Said heating unit is reserved for the use of the contiguous unit.

(c) Each two-bedroom unit is supplied by a heating unit. Said heating unit is reserved for the use of the contiguous unit.

11. Easements.

(a) Easements for Encroachments. If any part of the common elements encroaches or shall hereafter encroach upon any unit, or if any unit now encroaches upon any other unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of any unit encroaches or shall hereafter encroach upon the common elements upon an adjoining unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the common elements or the units. Encroachments referred to herein include, but are not limited to, any error in the condominium map attached hereto or by changes in position caused by repair or reconstruction of the building or any part thereof.

(b) Easements for Maintenance, Cleaning and Repair. Some of the common elements are or may be located within the units or may be conveniently accessible only through the units. The Association shall have the irrevocable right to have access to each unit and to all common elements from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any common elements located therein or accessible therefrom or for making emergency repairs at any time therein necessary to prevent damage to the common elements or to any unit. In addition, the Association, or its agents, may enter any unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable and any damage caused thereby shall be repaired by the Association.

(c) Right to Ingress, Egress and Support. Each owner shall have the right to ingress and egress over, upon and across the common elements as necessary for access to his unit, and shall have the right to the horizontal, vertical and lateral support of his unit.

(d) Association's Right to Use Common Elements. The Association shall have an easement to make such use of the common elements as may be necessary or convenient to perform the duties and functions that it is obligated

or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the common elements, other than limited common elements, facilities for use by owners generally or by the Association and its agents exclusively.

(e) Easements Deemed Created. All conveyances of units within the building hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

12. Additional Restrictions on Use and Occupancy.

(a) No owner of any unit shall do, or suffer or permit to be done, anything in any unit which would impair the soundness or safety of the property, or which would increase the rate or result in the cancellation of insurance applicable to the property, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of any statute, rule, regulation, permit or other validly imposed requirement of any governmental body.

(b) No owner shall, without written approval and consent of the Board of Administrators of the Association, violate the Rules and Regulations for the use of the units, common elements, or other parts of the project, which may be adopted from time to time by the Association.

(c) Each owner shall promptly report to the Board of Administrators any defect or need for repairs which is the responsibility of the Association.

13. The Association.

(a) Senator Condominium Association, Inc., (herein "Association"), a Nebraska nonprofit corporation, has been incorporated to provide for the management of the project. The By-laws of the Association are attached hereto, marked Exhibit "D" and made a part hereof by this reference.

(b) Each owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an owner and shall terminate immediately and automatically upon ceasing to be an owner. If title to any unit is held by more than one person, the membership appurtenant to that unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the unit is held. An owner shall be entitled to one membership for each unit owned by him. Each membership shall be appurtenant to the unit to which it relates and shall be transferred automatically by conveyance of that unit. Ownership cannot be separated from membership in the Association appurtenant thereto, and a transfer, encumbrance, gift, devise, bequest or other conveyance of any unit shall be construed to be a transfer, encumbrance, gift, devise, bequest or other conveyance, respectively, of the owner's membership in the Association and the rights appurtenant thereto.

(c) The number of votes appurtenant to each unit as shown in said Exhibit "B" shall have a permanent character and shall not be altered without the written consent of all owners expressed in an amendment to this Declaration duly recorded.

14. Certain Rights and Obligations of the Association.

(a) The Common Elements. The Association, subject to the rights and duties of the owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the common elements and all improvements thereon, and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that each owner of a unit shall keep the limited common elements, if any, appurtenant to his unit in a good, clean, safe, sanitary and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Senator Apartment Building and grounds. The Association shall also be responsible for maintenance, repair and replacement of common elements within the Senator Apartment Building including, but not by way of limitation, hallways, elevators, utility lines, improvements or other material located within or used in connection with the common elements. All goods and services procured by the Association in performing its responsibilities shall be paid for with funds from the owners' assessments as herein provided.

(b) Miscellaneous Goods and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration. The Association may acquire and pay for water, sewer, garbage collection, electrical, gas and other necessary utility services for the common elements and the units to the extent not separately metered, and insurance, bonds and other goods and services common to the apartments.

(c) Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the units and common elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any owner to enforce compliance with such rules and regulations or other obligations of owner arising hereunder, or to obtain damages for non-compliance, all to the fullest extent permitted by law.

(d) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(e) Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to

person or property caused by the elements or by another owner or person in the project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of the Senator Apartment Building, or from any of its pipes, drains, conduits, appliances or equipment or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the project or any part thereof, or from any action taken to comply with any law, ordinance or orders of a governmental agency.

15. Assessments.

(a) Each owner, including Declarant, by entering into an Installment Sales Contract to purchase a unit, covenants with the Association and with each other owner to pay all assessments provided for herein or in the By-laws attached hereto. Such assessments shall provide for the payment of expenses arising out of or connected with the maintenance and operation of the common elements and utility services and other common items to the units. Expenses may include: expenses of management; taxes and special assessments unless or until units are separately assessed; premiums for insurance required or permitted to be carried by the Association; repairs and maintenance; wages; utility charges; legal and accounting fees; creation of reasonable contingency or reserve funds; and any other expenses which may be incurred by the Association for the benefit of all the owners or by reason of this Master Deed or Declaration.

(b) In addition to other assessments authorized herein or in the By-laws, the Association may levy against any owner an assessment for the purpose of paying the cost of repairing, cleaning or otherwise correcting any damage to apartments or common elements caused by intentional or negligent acts or omissions of any owner or his family, guests, invitees or licensees, and which are not otherwise covered by insurance carried by the Association.

(c) Failure of the Association to timely fix or give notice of the assessments shall not be deemed a waiver or modification in any respect of this Master Deed or a release of the owner from the obligation to pay assessments or any installment thereof for the current or subsequent year.

16. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

17. Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the element or by another owner or person in the project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of the Senator Apartment Building or from any of its pipes, drains, conduits, appliances or equipment or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or

improvements to the project or any part thereof, or from any action taken to comply with any law, ordinance or orders of a governmental agency.

18. Insurance. The Association shall obtain and keep in full force and effect the insurance coverage as required in the By-laws. The following provisions relating to insurance shall also apply to the Association:

(a) The provisions of the By-laws shall not be construed as limiting the power or authority of the Association to obtain and maintain insurance in such amounts and covering such risks and hazards as the Association shall deem appropriate from time to time.

(b) All policies of insurance, where applicable, shall:

(1) Name the Association, the owners of the units, and any mortgagee of the project, or of any unit as their interest may appear.

(2) Provide for a certificate of coverage for each owner.

(3) Provide for ten (10) days notice prior to cancellation.

(4) Eliminate any rights of contribution with insurance purchased by owners or their mortgagees.

(5) Provide for waiver of subrogation as to any claims against the Association or owners and their respective servants, agents and guests.

19. Consequences of Condemnation. If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

(a) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

(b) Complete Taking. In the event that the entire project is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, severance damages or other proceeds and shall apportion the amounts so allocated among and pay the same to the owners as follows:

(1) The total amount allocated to taking of or injury to the common elements shall be apportioned among all owners in proportion to their respective undivided interest in the common elements.

(2) The total amount allocated to severance damages shall be apportioned to those units which were not taken or condemned.

(3) The respective amounts allocated to the taking of or injury to a particular unit shall be apportioned to the particular unit involved.

(4) The total amount allocated to consequential damages or any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable.

(5) Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective mortgagees, as applicable.

(c) Reorganization. In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with the Condominium Act.

(d) Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in the By-laws for damage or destruction of the project or any part thereof.

20. Registration of Mailing Address. Each owner shall register from time to time with the Association his current mailing address and all notices or demands intended to be served upon any owner may be sent by first class U.S. mail, postage prepaid, addressed to the name of the owner at such registered mailing address or, if no address has been registered, to the apartment of such owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its offices c/o J. Michael Rierden, 525 Stuart Bldg., Lincoln, Nebraska 68508, or to such other address as the Association may hereafter furnish to the owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail in the form provided for in this paragraph.

21. Audit. Any owner may at any reasonable time, upon appointment, and at his own expense cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at a common expense, shall obtain an annual audit by a certified public accounting firm of all books and records pertaining to the Association.

2. Interpretation.

(a) Intent and Purpose. The provisions of this Declaration and any supplemental or amended declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium. Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any supplemental or amended declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

(b) Construction. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph, subparagraph or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

23. Amendment. This deed may be amended by a vote of at least fifty-one percent (51%) of the owners representing the value of one of the individual units, with relation to the value of the whole property, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, or in lieu of a meeting, any amendment may be approved in writing by seventy-five percent (75%) in number and in common interest of all unit owners.

24. Units Subject to Declaration and By-Laws. All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration and the By-laws as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of an Installment Sales Contract to purchase any unit or the entering into of a lease, or occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the By-laws as they may be amended from time to time are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Executed this 19th day of August, 1981.

RDH INVESTMENTS, A General Partnership

By: 
General Partner

By: 
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 19th day of August, 1981, before me, the undersigned notary public, personally came Ray Kerner and R. David Hulse, general partners of RDH Investments, and the identical persons whose names are affixed to the foregoing Master Deed and Declaration, and they acknowledge the execution thereof to be their voluntary act and deed of the general partnership.

WITNESS my hand and notarial seal on the date last above written.



J. Michael Tierden
Notary Public

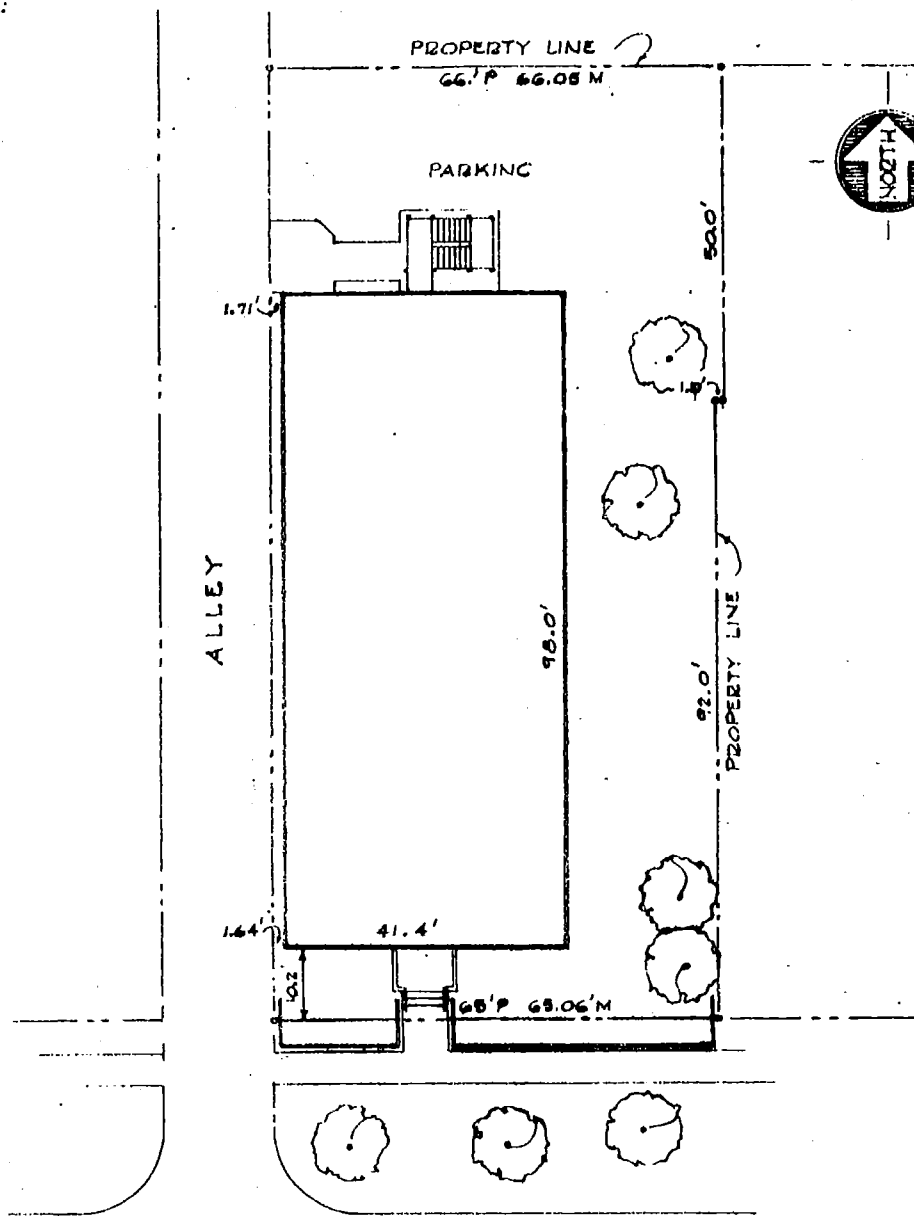
DESCRIPTION OF LAND

Lot Ten (10) and the south ninety-two feet (S 92') of the west fifteen feet (W 15') and the north fifty feet (N 50') of the west sixteen feet (W 16') of Lot Eleven (11), Block One Hundred Twenty-Four (124), Lincoln, Lancaster County, Nebraska

VALUATION OF PROPERTY AND EACH APARTMENT

Valuation of Property -- \$325,000.00

<u>Unit #</u>	<u>Approximate Square Footage</u>	<u>Basic Value</u>	<u>Percentage of Common Elements</u>
A-1	500.24	\$21,000 - \$23,000	4.658
A-2	500.24	\$21,000 - \$23,000	4.658
A-3	371.48	\$16,000 - \$18,000	3.265
A-4	371.48	\$16,000 - \$18,000	3.265
A-5	500.24	\$21,000 - \$23,000	4.658
A-6	500.24	\$21,000 - \$23,000	4.658
B-1	500.24	\$21,000 - \$23,000	4.658
B-2	500.24	\$21,000 - \$23,000	4.658
B-3	371.48	\$16,000 - \$18,000	3.265
B-4	371.48	\$16,000 - \$18,000	3.265
B-5	500.24	\$21,000 - \$23,000	4.658
B-6	500.24	\$21,000 - \$23,000	4.658
C-1	500.24	\$21,000 - \$23,000	4.658
C-2	500.24	\$21,000 - \$23,000	4.658
C-3	371.48	\$16,000 - \$18,000	3.265
C-4	371.48	\$16,000 - \$18,000	3.265
C-5	500.24	\$21,000 - \$23,000	3.265
C-6	500.24	\$21,000 - \$23,000	3.265
D-1	500.24	\$21,000 - \$23,000	3.265
D-2	500.24	\$21,000 - \$23,000	3.265
D-3	371.48	\$16,000 - \$18,000	3.265
D-4	371.48	\$16,000 - \$18,000	3.265
D-5	500.24	\$21,000 - \$23,000	3.265
D-6	500.24	\$21,000 - \$23,000	3.265



SITE PLAN
SCALE 1" = 20'

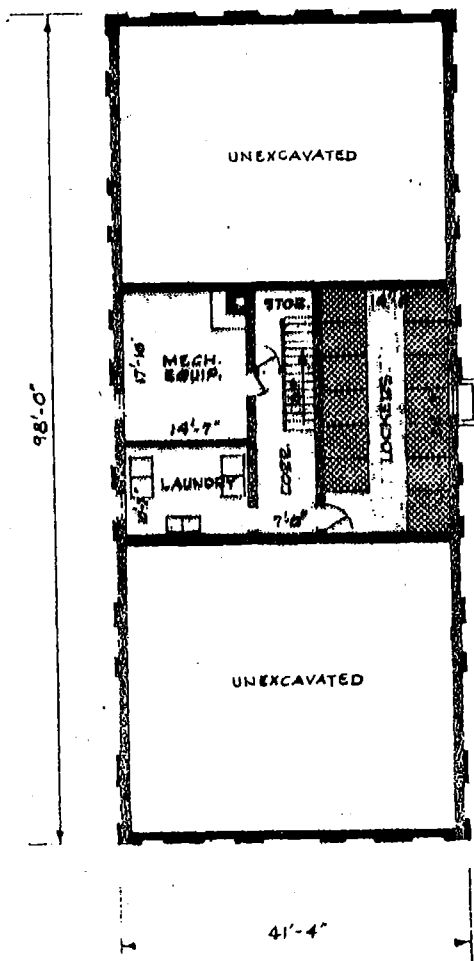
I, the undersigned, Robert L. Dawson, an architect, authorized and licensed to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the "limited" common areas. Witness my hand and seal this 27th day of July, 1988.



SENATOR CONDOMINIUMS

Apartment Unit Number
General Common Elements








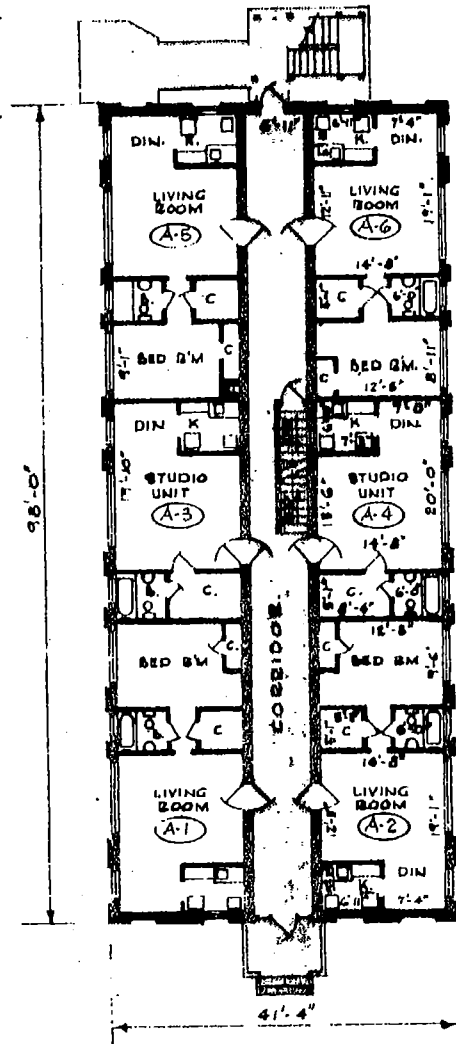
BASEMENT PLAN
SCALE 1/4" = 1'-0"

I, the undersigned, Robert C. Dawson, an architect, authorized and licensed to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the United common areas. I have prepared these plans in accordance with R.R.S., Neb., Sec. 20-210, which was amended July 1, 1961.

Robert C. Dawson



SENIATOR CONDORINTONS
Apartment Unit Number 
General Common Elements 
Limited Common Elements 



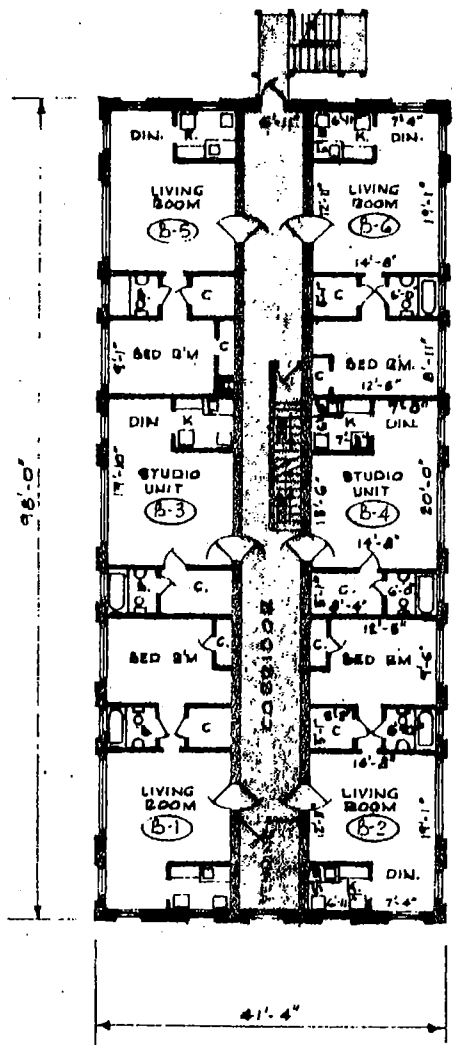
FIRST FLOOR PLAN
SCALE 1/16" = 1'-0"

The undersigned, Robert C. Dawson, an architect, authorized to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the United common areas. I certify each in accordance with R.R.S., Neb., 26-310. 1/15/61

Robert C. Dawson
Architect



SENATOR CONDOMINIUMS	
Apartment Unit Number	(A1)
General Common Elements	[Symbol]
Limited Common Elements	[Symbol]



SECOND FLOOR PLAN
SCALE 1/16" = 1'-0"

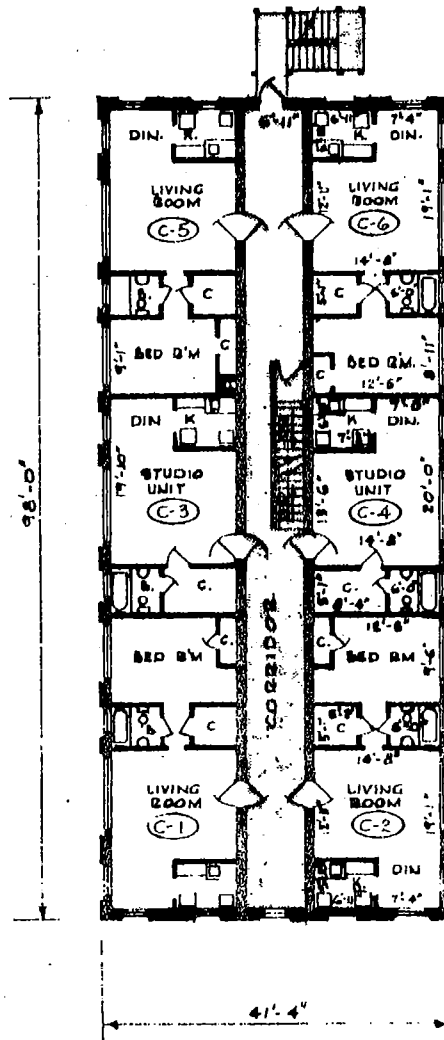
I, the undersigned, Robert C. Dawson, an architect, authorized and licensed to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited common areas. This certificate is made in accordance with R.R.S., Neb., Sec. 20-210, effective July 1, 1981.

Robert C. Dawson



SENATOR CONDOMINIUMS

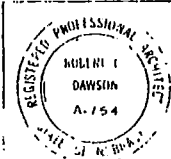
Apartment Unit Number (A1)
General Common Elements
Limited Common Elements






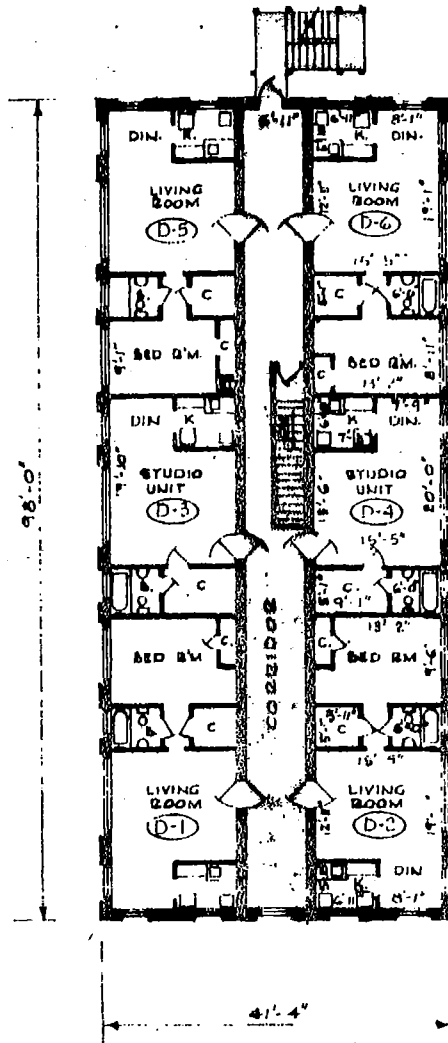
THIRD FLOOR PLAN
SCALE 1/8" = 1'-0"

I, the undersigned, Robert C. Dawson, an architect, authorized and licensed to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited common areas. This certificate made in accordance with R.R.S., Neb., ch. 20-110, and is dated this 17 day of July, 1981.

Robert C. Dawson



SENATOR CONDOMINIUMS
Apartment Unit Number 
General Common Elements 
Limited Common Elements 



FOURTH FLOOR PLAN
SCALE 1/16" = 1'-0"

I, the undersigned, Robert C. Dawson, an architect, authorized and licensed to practice in the state of Nebraska, do hereby certify that the plans on this page show the dimensions, area and location of each apartment therein and the area and location of the limited common elements appurtenant to each apartment and the area and location of the limited common elements. This certificate is made in accordance with R.R.S., Neb., 76-810 dated this 7 day of July, 1961.

Robert C. Dawson



SENIATOR CORROBORATING:

Apartment Unit Number: (4)
General Common Elements: []
Limited Common Elements: []

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INST. NO. 81-15844

\$ 67.75

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15733
COMMONWEALTH SAVINGS COMPANY.
OPEN END - INDIVIDUAL

Loan No. 106065

MORTGAGE

THIS MORTGAGE, made and executed this 15th day of June, A. D., 19 81, between

James T. Baker and Linda K. Baker, Husband and Wife, each in his
and her own right and as spouse of the other,

of Lincoln, County of Lancaster, State of Nebraska, hereinafter referred
to as the Mortgagor, and COMMONWEALTH SAVINGS COMPANY of Lincoln, Nebraska, its successors and assigns, hereinafter
referred to as Mortgagee,

WITNESSETH: That the said Mortgagor, for and in consideration of the sum of

Twenty Thousand and 00/100----- \$ 20,000.00 Dollars,
paid by said Mortgagee, does hereby sell and convey unto COMMONWEALTH SAVINGS COMPANY of Lincoln, Nebraska, as Mort-
gagee, its successors and assigns, the following described Real Estate, situated in the County of

Lancaster, State of Nebraska, to-wit:

Lot Eleven (11), Block Two (2), Fox Hollow 1st Addition, Lincoln,
Lancaster County, Nebraska

THE MORTGAGOR COVENANTS AND AGREES that the entire mortgage indebtedness shall become due and payable
without notice at the option of the Mortgagee, if the mortgaged property is transferred within five (5) years from this date without
the written consent of the Mortgagee. If the ownership of the mortgaged property becomes vested in a person other than the
Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference
to this mortgage and the debt hereby secured as with the Mortgagor, and may forebear to sue or may extend time for the payment
of the debt secured hereby without discharging or in any way affecting the liability of the original Mortgagor hereunder or upon
the debt secured.

TO HAVE AND TO HOLD the above described premises for the uses herein set forth and to secure performance of the
obligations contained herein, together with all buildings, improvements, fixtures and appurtenances and all easements thereunto
belonging, and it is mutually covenanted and agreed by and between the parties hereto that all plumbing, gas, electric and
mechanical fixtures, appliances, equipment, machinery and apparatus, floor coverings, storm windows and screens, and such other
goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, simi-
lar to the one now or hereafter on said premises, which are or shall be attached to said building in any manner whatsoever, are
and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their
heirs, executors, administrators, successors or assigns, and all persons claiming by, through or under them, and shall be deemed
to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

PROVIDED ALWAYS, and these presents are executed and delivered upon the following conditions, agreements and
obligations of the Mortgagors, to-wit:

The Mortgagor agrees to pay to the Mortgagee, or order, the principal sum of
Twenty Thousand and 00/100----- (\$ 20,000.00) Dollars,
payable as provided in a note executed and delivered concurrently herewith, the final payment of principal, if not sooner paid,
on the 15th day of July, 19 81.