

(Unconditional reassignment)

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between Roger H. Boltz

(Lessor - hereinafter called "Borrower");

and Kuester Lake, Inc.

(hereinafter called "Lessor"); and Commercial National Bank & Trust Company

(hereinafter called "Assignee"); Witnesseth:

Whereas, Borrower has heretofore leased from Lessor certain real property by lease dated

recorded in Book Page of the records of the County of Hall

State of Nebraska for a term of years, and described as follows:

Lot Twenty One (21) having a lake front footage of One Hundred Seventeen (117) feet situated on the East side of the East portion of Kuester Lake, a part of the East One Half of the Southwest Quarter (E1/2SW1/4) of Section Thirteen (13) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, bounded on the Easterly side by the common road.

And, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of Twenty Five Thousand and No/100----- (\$25,000.00)-----Dollars.

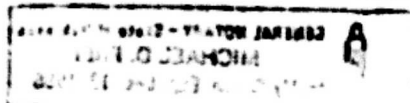
due and payable on or before October 3, 1983

And, Whereas, such loan is for the benefit of both Borrower and Lessor, in that the funds are to be used for the benefit of the business conducted on the leased premises;

Now, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of Lessor, hereby Assigns, Transfers and Conveys unto Assignee the lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease, and all renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

- 1. Borrower is not now in default in the performance of lease; and Borrower and Lessor will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions or renewal of it.
2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them, modify or terminate said lease without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease, Lessor shall have the right to terminate said lease in accordance with its terms, Provided, However, Lessor shall first give Assignee 60 days written notice of such default and the right, at the option of Assignee, during such period, to cure such default; and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of the obligations of his note to Assignee evidencing the aforesaid loan, any renewal or extension thereof, or any other agreement made in connection therewith, including his agreements herein, then, Assignee, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one or more of the following:
a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.



STATE OF NEBRASKA
COUNTY OF HALL) SSS
08 MAY 1977 AM 11:00 AM

RECORD DEEDS

- b. Sell the property referred to in paragraph a. on said premises.
- c. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon assignment, the obligations of said lease shall be binding on said transferee.

In the event Assignee shall only undertake the options provided in paragraph a. or b., it shall have no obligation other than payment of rent accruing during the period of its possession of the premises. In the event Assignee shall make transfer of said lease as provided in paragraph c., Assignee will cure all defaults in said lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of said lease.

- 5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.
- B. Lessor agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of Borrower, that is now or hereafter security for the aforesaid loan, to Assignee's lien or liens on said property and to Assignee's rights herein.
- C. Lessor hereby represents and warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

(Not in envelope)
Commercial National Bank
BT out

Witness our hands and seals this 6th day of April, 1983.

Roger H. Boltz
Roger H. Boltz (Borrower)

(Lessor)

ACKNOWLEDGMENT

STATE OF NEBRASKA) ss. Before me, a qualified Notary Public, personally appeared
COUNTY OF HALL) Roger H. Boltz, known to me to be the identical person who
signed the foregoing instrument and acknowledged the execution thereof to be his
voluntary act and deed. Witness my hand and Notarial Seal on April 6, 1983

(SEAL) GENERAL NOTARY - State of Nebraska
C. GAREY HEIDER
My Comm Exp Aug 30, 1986

C. Gary Heider
Notary Public

LLOYD H. LUNDIN, President of
Kuester Lake, Inc.

Consents to the assignment to the Commercial National Bank & Trust Co. of Grand Island, Nebraska, by Roger H. Boltz, of a lease dated July 1, 1967, wherein the party hereto was Lessor and Roger H. Boltz was Lessees, such lease commenced on July 1, 1967 and terminates on the 30th day of June, 2017.

Lloyd H. Lundin
Lloyd H. Lundin, President of Kuester Lake, Inc.

STATE OF NEBRASKA) ss. Before me, a qualified Notary Public, personally appeared
COUNTY OF HALL) Lloyd H. Lundin, President of Kuester Lake, Inc. known to me
to be the identical person who consented to this foregoing instrument and acknowledge
the execution thereof to be his voluntary act and deed.

(SEAL) GENERAL NOTARY - State of Nebraska
MICHAEL D. FRIE
My Comm Exp Dec 12, 1988

Michael D. Frie
Notary Public