



UCC 2007095631



AUG 21 2007 09:51 P 7

*P*

FEE 12.00 FR 58-03280  
BKP \_\_\_\_\_ RD \_\_\_\_\_ COMP *[initials]*  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ PV \_\_\_\_\_

**THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECC**

**U C C Recording Cover Sheet**

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/21/2007 09:51:53.41



2007095631


\_\_\_\_\_ UCC \_\_\_\_\_  
\_\_\_\_\_ 7 PGS  
\_\_\_\_\_ 4 ATTACHMENTS  
\_\_\_\_\_ 2 LOTS / SECTIONS

**Legal Description:**  
(If not contained in instrument)

Return To: DRI.  
\_\_\_\_\_  
\_\_\_\_\_

Check Number  
25876

Diane L. Battiato  
Douglas County Register of Deeds  
1819 Farnam St, Rm. H-09 (402) 444-7194  
Omaha, Nebraska 68183

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/16/2007 12:26:28.69  
  
2007094054

**NOTICE OF REFUSAL TO ACCEPT RECORD PRESENTED FOR FILING**

The attached instrument could not be filed for the following reason (s):

1. Filing must be recorded in \_\_\_\_\_, County, \_\_\_\_\_.
2. Filing must be recorded with Secretary of State due to;  Original recorded with County Clerk or Secretary of State,  Document does not indicate it is a fixture filing,  debtor is transmitting utility
3. Debtor name;  missing,  incomplete,  incorrect,  illegible
4. Debtor;  not designated as individual or organization,  if organization, fails to state it's ID # or if it has one,  type of organization
5. Debtor mailing address;  missing,  incomplete
6. Secured party information incomplete because;  
A. name(s)  missing,  incomplete,  incorrect,  illegible  
B. mailing address  missing,  incomplete
7. Legal description is  missing,  incomplete,  incorrect,  vacated
8. Instrument # / Book & Page #  missing,  incorrect
9.  Initial financing statement has lapsed
10.  Cannot perform two actions on one document
11.  Continuation statement may only be recorded within the 6 month period prior to the initial financing statement lapsing
12.  Recording fee is insufficient  
Correct fee for this instrument is:  
\$10.00 for 1<sup>st</sup> page \$ 10.00  
\$ 0.50 for each additional page \$ 2.00  
Total \$ 12.00

REMARKS:

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**PLEASE LEAVE THIS REJECTION NOTICE ATTACHED IF YOU RESUBMIT THIS INSTRUMENT FOR RECORDING**

IF YOU ATTACH ADDITIONAL PAGES PLEASE INCLUDE .50 FOR EACH ADDITIONAL PAGE

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**H. Daniel Smith 402-501-8130**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**H. Daniel Smith  
8712 West Dodge Road  
Suite 400  
Omaha, NE 68114**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a or 1b) -- do not abbreviate or combine names

1ST

1a. ORGANIZATION'S NAME  
**HEARTLAND CENTER FOR ADDICTIONS REHABILITATION L.L.C.**

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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1c. MAILING ADDRESS <b>2623 North 157th Street</b>	CITY <b>Omaha</b>	STATE <b>NE</b>	POSTAL CODE <b>68116</b>	COUNTRY <b>US</b>
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1d. TAX ID #: SSN OR EIN <b>26-0174973</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited liability company</b>	1f. JURISDICTION OF ORGANIZATION <b>Nebraska</b>	1g. ORGANIZATION ID #, if any <b>26-0174973</b>
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NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (2a or 2b) -- do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
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NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

2nd

3a. ORGANIZATION'S NAME  
**Mutual of Omaha LoanPro, L.L.C.**

OR

3b. INDIVIDUAL'S LAST NAME	STATE <b>NE</b>	MIDDLE NAME	SUFFIX
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3c. MAILING ADDRESS <b>Mutual of Omaha Plaza</b>	CITY <b>Omaha</b>	POSTAL CODE <b>68175</b>	COUNTRY <b>US</b>
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4. This FINANCING STATEMENT covers the following collateral:

THOSE ITEMS OF COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO, SOME OF WHICH ARE OR MAY BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED IN EXHIBIT B ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA

**For filing in Douglas County, Nebraska**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

**Heartland Center for Addictions Rehabilitation L.L.C.**

OR 9b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME      SUFFIX

11c. MAILING ADDRESS      CITY      STATE      POSTAL CODE      COUNTRY

11d. TAX ID#: SSN OR EIN      ADD'L INFO RE ORGANIZATION DEBTOR      11e. TYPE OF ORGANIZATION      11f. JURISDICTION OF ORGANIZATION      11g. ORGANIZATIONAL ID#, if any

NONE

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR 12b. INDIVIDUAL'S NAME      FIRST NAME      MIDDLE NAME      SUFFIX

12c. MAILING ADDRESS      CITY      STATE      POSTAL CODE      COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
**SEE EXHIBIT B ATTACHED HERETO FOR A COMPLETE DESCRIPTION OF THE REAL PROPERTY**

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):  
**DEBTOR IS RECORD OWNER OF THE REAL ESTATE DESCRIBED IN EXHIBIT B.**

**16. Additional collateral description**

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years  
 Filed in connection with a Public-Finance Transaction – effective 30 years

EXHIBIT A TO UCC-1

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (hereinafter referred to as the "Mortgaged Property"):

(a) The real property situated in the City of Omaha, County of Douglas, State of Nebraska, described in Exhibit B which is attached hereto and incorporated herein by reference (the "Land"), and all estates and rights of Debtor in and to the Land, together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (A) all streets, roads and public places, alleys, easements, rights-of-way, public or private, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, now or hereafter used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Land; and (E) all development rights and credits and air rights (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service and other contracts, books of account, insurance policies and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, purchase or operation of the Premises and the Accessories, (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness as such term is defined below), insurance policies, interest rate protection agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof, (iii) accounts, deposits and deposit accounts arising from or relating to any transactions related to the Mortgaged Property (including Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (as such term is defined below) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, (vi) all of Debtor's interest in all leases now or hereafter existing with respect to all or any portion of the Premises, all of the rents, issues and profits of the Mortgaged Property or arising from the use of enjoyment of all or any portion thereof, all security deposits arising from the use of enjoyment of all or any portion of the Mortgaged Property, and all utility deposits made to procure and maintain utility services to the Mortgaged Property, or any portion thereof and other benefits of the Premises and the Accessories, (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed by or obtained therefrom, and the proceeds thereof, and (viii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, including software, which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) proceeds and products (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to above, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future, payable because of loss sustained to all or part of the Mortgaged Property (including premium refunds), whether or not such insurance policies are required by Secured Party, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets,

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Heartland Center for Addictions Rehabilitation L.L.C.  
2808 North 75th Street, Omaha, NE

curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests;

(e) All interests, estates or other claims or demands, in law and in equity, which the Debtor now has or may hereafter acquire in the Mortgaged Property and all right, title and interest hereafter acquired by Debtor in any greater estate in any of the foregoing; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

EXHIBIT B TO UCC-1  
LEGAL DESCRIPTION

Lots Ninety-eight (98) and Ninety-nine (99), except triangular piece deeded to State of Nebraska as described in Warranty Deed filed in Book 1372 at Page 703 of the records of Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast Corner of said Lot 99; thence Southerly on the East line of said Lot 99 a distance of 305 feet; thence Northwesterly a distance of 31.4 feet to a point on the North line of said Lot 99; thence Easterly on said North line a distance of 16.2 feet to the point of beginning, in Benson Gardens Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Subject to a 25 foot wide easement for driveway purposes through the above described parcel of real estate, the centerline of which easement parcel is a line which is 36.5 feet distant North from and is parallel to, said South line of said Lot 98 and 133 feet West of the Southwest corner of said Lot 98, running thence East to the Westerly line of 75th Street, said Easement to be used and maintained jointly and equally by the owners as more particularly described in Warranty Deed dated March 27, 1972, filed April 4, 1972 in Deed Book 1452 at Page 75.