



UCC 2015027777



APR 16 2015 09:32 P 7

UCC $\frac{7}{6}$

ME

FEE 12.⁵⁰ FB see attached

BKP EXAM *(initials)*

IND SCAN PRF

B

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/16/2015 09:32:45.09



2015027777

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

UCC RECORDING COVER SHEET

UCC _____

7 PGS

5 ATTACHMENTS

6 LOTS / SECTIONS

LEGAL DESCRIPTION:

(IF NOT CONTAINED IN INSTRUMENT)

RETURN TO: The Attached Address (UCCDI)

CHECK NUMBER

6019336

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11466 - BANK OF THE	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	47609275 NENE FIXTURE

File with: Douglas County Reg. of Deeds, NE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COMFED-DODGE FUND VII, A NEBRASKA LIMITED PARTNERSHIP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 8701 WEST DODGE ROAD		CITY OMAHA	STATE NE	POSTAL CODE 68114
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of the West				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 13220 California St.		CITY Omaha	STATE NE	POSTAL CODE 68154
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

(a) ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(b) ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR AND NOW OR HEREAFTER LOCATED ON, INSTALLED IN, PLACED UPON OR ABOUT, AFFIXED OR ATTACHED TO, BENEFITTING, DERIVED FROM, RELATED TO OR ARISING IN CONNECTION WITH THAT CERTAIN REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

47609275 21380

COM FED DODGE FUND VII

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
COMFED-DODGE FUND VII, A NEBRASKA LIMITED PARTNERSHIP

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

SEE EXHIBIT "A" AND EXHIBIT "B"

17. MISCELLANEOUS: 47609275-NE-555 11466 - BANK OF THE WEST-FAR Bank of the West

File with: Douglas County Reg. of Deeds, NE

21380 COM FED DODGE FUND

EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement dated February 3, 2010 by COMFED-DODGE FUND VII, a Nebraska limited partnership ("Debtor") and made a part hereof by this reference.

DESCRIPTION OF PERSONAL PROPERTY COLLATERAL

(a) All policies of insurance and all claims, demands or proceeds relating to such insurance or condemnation awards, recoveries or settlements which Debtor now has or may hereafter acquire with respect to the real property more particularly described in Exhibit "B" attached hereto or any portion thereof or the improvements situated thereon (collectively such real property and improvements are referred to herein as, the "Property"), including all advance payments of insurance premiums made by the Debtor with respect thereto;

(b) All existing and future inventory, furnishings, fixtures, equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Debtor or in which Debtor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Debtor or any warehouseman, bailee, contractor, supplier or any other person, and used or to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs and substitutions of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

(c) All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (A) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (B) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to or upon any or all of the Property, and (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the loan documents secured by or referred to in that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith executed by Debtor, as Trustor, in favor of Secured Party, as Beneficiary, and recorded in the Official Records of the County and State where the Property is located (the "Deed of Trust"), and (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property or Improvements;

(d) All general intangibles relating to or arising out of the ownership, design, development, operation, management and use of the Property and construction of the Improvements, including, but not limited to, (i) all names under which or by which the Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Improvements, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property and the Improvements, and (viii) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

(e) Whether or not included in clause (d), above, all water stock, shares of stock or other evidence of ownership of any part of the Property that is owned by the Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

(f) All bonding, security, construction, architectural, engineering, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts and subcontracts, all insurance policies, and all licenses and bonds, in any way pertaining to the development, construction, use, operation and maintenance of the Property and any business of Debtor therein conducted, and all guarantees of any of the foregoing and any security therefor;

(g) All sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the real or personal property described herein, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of such real or personal property;

(h) All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the Collateral described in clauses (a) through (m), above, and all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

(i) All ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing Collateral described in clauses (a) through (h), above, or in this clause (i); and

(j) All additions and accretions to, substitutions and replacements for, and proceeds and products of, any of the foregoing.

All of the foregoing being referred to as the "Collateral".

EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement dated February 3, 2010 by COMFED-DODGE FUND VII, a Nebraska limited partnership ("Debtor") and made a part hereof by this reference.

LOCATION OF PERSONAL PROPERTY COLLATERAL

LEGAL DESCRIPTION

59-25020
59-25000

Parcel A:

Part of Lots 1, 2 and 3, in Replat of Part of Blocks 0 and 10, Meadow Lane Park, and part of Lot 1, in Block 10, in Meadow Lane Park (2nd Platting), both Additions to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska more particularly described as follows:

Beginning at the Southwest corner of Lot 2, in Replat of Part of Blocks 9 and 10, Meadow Lane Park; thence North 00°52'40" East, 216.37 feet; thence North 19°24'00" East, 138.70 feet, to a point of curve to the right; thence along a curve to the right (radius being 399.37 feet, chord bearing North 49°53'54" East, a chord distance of 405.37 feet), an arc distance of 425.17 feet; thence South 00°52'40" West, 126.28 feet; thence North 89°56'40" East, 10.00 feet; thence South 00°52'40" West, 395.00 feet; thence South 89°56'40" West, 5.00 feet; thence South 00°52'40" West, 87.00 feet, to a point on the South line of said Lot 3; thence South 89°56'40" West, on the South line of said Lots 2 and 3, 355.14 feet to the point of beginning.

59-25020

PARCEL B:

That part of Lots 1, 4 and 5 in Replat of Part of Blocks 9 and 10, Meadow Lane Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The South 155.00 feet of the West 70.00 feet of Lot 4, and the East 180.00 feet of the South 270.00 feet of Lot 4; and all of Lot 5, EXCEPT the West 24.00 feet of the North 105.00 feet of said Lot 5; together with the East 131.00 feet of Lot 1, and the South 10.00 feet of the West 95.00 feet of the East 226.00 feet of Lot 1, EXCEPT that part taken for highway purposes, and EXCEPT that part of said Lot 5 described as follows: Beginning at the Southeast corner of said Lot 5; thence Westerly, a distance of 24.04 feet, along the Northerly existing Davenport Street right of way line; thence Northeasterly, deflecting 133°59' right, a distance of 35.21 feet; thence South, deflecting right, a distance of 25.34 feet, along the Westerly existing 117th Street right of way line, to the point of beginning.

59-25020
59-25000

PARCEL C:

Part of Lots 1, 3, 4 and 5 in Replat of part of Blocks 9 and 10, Meadow Lane Park, (EXCEPT that part of Lot 1 taken for State Highway right of way), together with that part of Lot 1, in Block 10, in Meadow Lane Park (2nd Platting), both additions to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly

Beginning at the Southeast corner of Lot 3, in Replat of part of Blocks 9 and 10, Meadow Lane Park; thence South $89^{\circ}56'40''$ West, on the South line of said Lot 3, 170.00 feet; thence North $00^{\circ}52'40''$ East, 87.00 feet; thence North $89^{\circ}56'40''$ East, 5.00 feet; thence North $00^{\circ}52'40''$ East, 395.00 feet; thence South $89^{\circ}56'40''$ West, 10.00 feet; thence North $00^{\circ}52'40''$ East, 126.28 feet, to a point on the South curved right of way line of West Dodge Road; thence on a curve to the right (radius being 399.37 feet) and on the South right of way line of West Dodge Road, chord bearing North $83^{\circ}21'24''$ East, chord distance of 35.44 feet, for an arc distance of 35.45 feet; thence North $85^{\circ}29'00''$ East, on the South right of way line of West Dodge Road; 511.09 feet; thence South $00^{\circ}52'40''$ West, 267.10 feet thence South $89^{\circ}56'40''$ West, 95.00 feet; thence South $00^{\circ}52'40''$ West, 115.00 feet; thence South $89^{\circ}56'40''$ West, 204.00 feet; thence South $00^{\circ}52'40''$ West, 115.00 feet; thence South $89^{\circ}56'40''$ West, 70.00 feet; thence South $00^{\circ}52'40''$ West, 155.00 feet, to the point of beginning.

AND EXCEPT That portion of Parcels A, B and C set forth above which was taken for road right of way by the State of Nebraska Department of Roads pursuant to the Return of Appraisers filed October 18, 2004 as instrument number 2004136057 of the Records of Douglas County, Nebraska.