



UCC 2011097631



NOV 14 2011 15:19 P 6

Fee amount: 12.00
FB: 53-30462
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/14/2011 15:19:28.00



2011097631

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

DEATH CERTIFICATE COVER SHEET

LEGAL DESCRIPTION _____

LOT(S): _____

BLOCK: _____

ADDITION: _____

UCC COVER SHEET

UCC NEW CONTINUATION, ASSIGNMENT, AMENDMENT, CORRECTION)

RELEASE OF UCC

TERMINATION OF UCC

ATTACHMENTS - QTY. _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Anthony A. Longnecker (515) 283-3196

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Anthony A. Longnecker
 Nyemaster Goode, P.C.
 700 Walnut Street, Suite 1600
 Des Moines, Iowa 50309**

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

1a. ORGANIZATION'S NAME JASPER STONE FINANCIAL PLAZA LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2637 S. 158TH PLAZA; #110			CITY OMAHA	STATE NE	POSTAL CODE 68130	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	1f. JURISDICTION OF ORGANIZATION DELAWARE	1g. ORGANIZATIONAL ID #, if any 4661244 <input type="checkbox"/> 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 JASPER STONE FINANCIAL PLAZA II LLC						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 2637 S. 158TH PLAZA; #110			CITY OMAHA	STATE NE	POSTAL CODE 68130	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	2f. JURISDICTION OF ORGANIZATION NEBRASKA	2g. ORGANIZATIONAL ID #, if any 10115075 <input type="checkbox"/> NONE		

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

3a. ORGANIZATION'S NAME AVIVA LIFE AND ANNUITY COMPANY						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS C/O AVIVA INVESTORS NORTH AMERICA, INC. 215 10th STREET, SUITE 1000			CITY DES MOINES	STATE IA	POSTAL CODE 50309	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOLR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) (optional) [ADDITIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

To Be Recorded in Douglas County, Nebraska; 2002700.0853; Aviva No. 19119

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
19a. ORGANIZATION'S NAME			
OR	JASPER STONE FINANCIAL PLAZA LLC		
	19b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (21a or 21b) - do not abbreviate or combine names					
21a. ORGANIZATION'S NAME					
OR	JOHN ALFORD INVESTMENTS, LLC				
	21b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
21c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
22102 MARCY STREET		OMAHA	NE	68130	USA
21d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	21e. TYPE OF ORGANIZATION	21f. JURISDICTION OF ORGANIZATION	21g. ORGANIZATIONAL ID #, if any	
		LIMITED LIABILITY COMPANY	NEBRASKA	10123392	<input type="checkbox"/> NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (22a or 22b) - do not abbreviate or combine names					
22a. ORGANIZATION'S NAME					
OR					
	22b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
22d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	22e. TYPE OF ORGANIZATION	22f. JURISDICTION OF ORGANIZATION	22g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (23a or 23b) - do not abbreviate or combine names					
23a. ORGANIZATION'S NAME					
OR					
	23b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
23d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	23e. TYPE OF ORGANIZATION	23f. JURISDICTION OF ORGANIZATION	23g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only <u>one</u> name (24a or 24b)					
24a. ORGANIZATION'S NAME					
OR					
	24b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
24c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only <u>one</u> name (25a or 25b)					
25a. ORGANIZATION'S NAME					
OR					
	25b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

EXHIBIT A

Legal Description

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

Parcel 1:

Lot 1, Pierson's Subdivision Replat 2, an Addition to the City of Omaha, in Douglas County, Nebraska, EXCEPT that part conveyed to the City of Omaha by Warranty Deed filed March 2, 2002 in Book 2204 at Page 221 described as follows: Beginning at the Southwest corner of said Lot 1; thence Easterly along the Southerly line of said Lot 1, a distance of 327.70 feet; thence Northerly along the Easterly line of said Lot 1, a distance of 3.0 feet; thence Westerly, along a line 3.0 feet Northerly of, perpendicular measurement and parallel to, the Southerly line of said Lot 1, a distance of 306.7 feet; thence Northwesterly a distance of 35.1 feet to a point on the Westerly line of said Lot 1; thence Southerly, along the Easterly line of said Lot 1, a distance of 31.0 feet to the point of beginning.

Parcel 2:

Non-exclusive easements as contained in that certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 622, Miscellaneous Records, Douglas County, Nebraska.

Parcel 3:

Non-exclusive easements as contained in that certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 633, Miscellaneous Records, Douglas County, Nebraska.

EXHIBIT B
TO
UCC FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the “Collateral”):

- A. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the real estate described in Exhibit A to this Financing Statement (the “Land”) or any buildings or improvements belonging or in anyway appertaining thereto, or any part thereof;
- B. All proceeds, including, but not limited to, all rents, issues, uses, profits, insurance claims and proceeds and condemnation awards now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and, (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder;
- C. All instruments (including promissory notes), financial assets, documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, supporting obligations, any other contract rights or rights to the payment of money, and all general intangibles (including, without limitation, payment intangibles, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics) now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and, (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder; and
- D. All machinery, apparatus, equipment, fixtures and articles of personal property of every kind and nature now or hereafter located on the Land or upon or within the buildings and improvements belonging or in anyway appertaining to the Land and used or usable in connection with any present or future operation of the Land or any building or improvement now or hereafter located thereon and the fixtures and the equipment which may be located on the Land (hereinafter called the “Equipment”) and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, any and all furniture, furnishings, partitions, carpeting, drapes, dynamos, screens, awnings, storm windows, floor coverings, stoves, refrigerators, dishwashers, disposal units, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, maintenance equipment,

Debtor – Aviva Life and Annuity Company

Secured Party –Jasper Stone Financial Plaza LLC; Jasper Stone Financial Plaza II LLC; and John Alford Investments, LLC

and all heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and air-cooling equipment, gas and electric machinery and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Deed of Trust to which this financing statement relates and all additions, accessions, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, all of which shall be construed as fixtures and will conclusively be construed, intended and presumed to be a part of the Land.