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SUBMITTED KOLEY JESSEN P.C., LLO

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INSTRUMENT NUMBER

**2017-16950**

2017 Jul 18 03:34:31 PM

*Sheryl J. Raveling*

REGISTER OF DEEDS



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>KIMBERLY D. NELSON (402)390-9500</b>
B. E-MAIL CONTACT AT FILER (optional) <b>KIMBERLY.NELSON@KOLEYJESSEN.COM</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"><b>KIMBERLY D. NELSON KOLEY JESSEN P.C., L.L.O. 1125 SOUTH 103RD STREET, SUITE 800 OMAHA, NE 68124</b></div>

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 <b>TS APARTMENTS, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1925 NORTH 120TH STREET</b>		CITY <b>OMAHA</b>	STATE <b>NE</b>	POSTAL CODE <b>68154</b>	COUNTRY <b>USA</b>

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 <b>SAC FEDERAL CREDIT UNION</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>7148 TOWN CENTER PKWY</b>		CITY <b>PAPILLION</b>	STATE <b>NE</b>	POSTAL CODE <b>68046</b>	COUNTRY <b>USA</b>

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

**See attached Exhibit "A".**

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

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

☐ Agricultural Lien ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

**13918-0026 KDN**

## 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

**TS APARTMENTS, LLC**

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:

**Lot 1, Titan Springs Replat 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.**

17. MISCELLANEOUS:

## EXHIBIT "A" TO UCC FINANCING STATEMENT

All assets of Debtor, including without limitation, all right, title, interest and estate of Debtor now owned or hereafter acquired in an to the following property, rights, interests, and estates:

(a) the land described in Section 16 (the "Land") and all infrastructure improvements for the future development of the Land, including grading and the installation of utilities (collectively, the "Infrastructure Improvements") and all buildings, structures, additions, and improvements now or hereafter located on the Land or belonging thereto (collectively, along with the Infrastructure Improvements, the "Improvements");

(b) all additional real property acquired for use in connection with the Land (collectively, the "Additional Lands");

(c) all goods of Debtor, including those which are or are to become fixtures attached to the Land or Improvements (collectively, the "Goods and Fixtures"; and together with the Land, the Improvements and the Additional Lands, the "Real Property");

(d) all easements, rights, rights-of-way, strips and gores of land, alleys, sewer rights, water and water rights relating to the Land, including reversions and remainders, if any, of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Land;

(e) all other estates, rights, titles, claims, interests, privileges, hereditaments and appurtenances of any nature whatsoever, in any way relating to the Land or Improvements;

(f) all leases, subleases, licenses and other agreements affecting the use, enjoyment or occupancy of the Land, now or hereafter entered into, together with any extensions thereof and guaranties relating thereto (collectively, the "Leases"), and all rents, issues, revenues, profits, fees, charges, accounts, income, and other sums payable under the Leases (it being the intention of Debtor that Secured Party shall have a continuing security interest and/or lien upon the Real Property's rents pursuant to 11 U.S.C. § 552(b)), all tenant security and other deposits, oil and gas or other mineral royalties, bonuses, entry fees, service charges and rents, revenues, issues and profits relating to the Land and Improvements (collectively, the "Rents");

(g) all accounts of Debtor, including those arising out of or in connection with the use or operation of the Land and Improvements, and the right to receive the same including, without limitation, revenues, fees, charges, accounts or other payments for the use or occupancy of the Land or Improvements or any part thereof; all accounts receivable, deposits, payments, deposit accounts, house banks, bank accounts, reserve accounts for capital improvements, furniture, fixture and equipment replacements, working capital accounts and time deposit accounts relating to any of the same, security deposit accounts, replacement reserve accounts, operating accounts and all other accounts established by or through Debtor and all of Debtor's interest therein, and any and all amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other impositions in connection with the Land, Improvements, Equipment

and Inventory (as defined below), and all other rents, revenues, issues and profits now or hereafter accruing to the benefit of Debtor, including, without limitation, (i) all charges and other compensation received or owing, rights of payment for the use of the Land, and (ii) all records and books of account (whether in printed or electronic form) now or hereafter maintained by or on behalf of Debtor in connection with the operation of the Land and Improvements, ownership by Debtor of the Equipment and Inventory, or otherwise (collectively, the "Accounts");

(h) all equipment and inventory of Debtor, including, without limitation, all appliances, apparatus, machinery, devices, fixtures, appurtenances, equipment, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter located in or at, or used, useful or necessary in connection with any present or future occupation, operation or maintenance of, all or any part of the Land and the Improvements, and now owned or hereafter acquired by Debtor or arising out of Debtor's, right, title and interest in the Land and the Improvements, or otherwise (all of the foregoing is hereinafter referred to as the "Equipment and Inventory");

(i) all awards or payments, including interest thereon, which may be made with respect to the Land, Improvements, Equipment and Inventory, from the exercise of the right of eminent domain, or for any other injury thereto or decrease in the value thereof (collectively, the "Awards");

(j) all policies of insurance relating to the Land, Improvements, Equipment and Inventory, all proceeds thereof, and any unearned premiums on any such insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof;

(k) all deposits made to procure or maintain utility services to the Land or the Improvements and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon;

(l) all refunds, rebates or credits in connection with reduction in taxes and assessments charged against the Real Property as a result of tax certiorari or any applications or proceedings for reduction (collectively, the "Tax Certiorari");

(m) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property and to commence any action or proceeding to protect the interest of Beneficiary in the Real Property (collectively, the "Proceedings");

(n) all of Debtor's contract rights, and other rights to services or to the payment of money, including, without limitation, insurance proceeds and tort claims (including commercial tort claims), chattel paper, documents, instruments, general intangibles, and securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, service marks and associated goodwill and registrations and registration applications, rights to telephone numbers, copyrights and copyright registrations and registration applications, architectural and engineering drawings, service marks, customer lists, books and records; all contracts, agreements, licenses, permits, approvals, warranties and representations, and all agreements, licenses or franchises relative to the use, operation, management,

affiliation, license or franchises relating to the Real Property and all amendments thereto or substitutions therefor; and all repair, maintenance, and other service contracts relating to Debtor's interest in the Land and Improvements, and all of Debtor's right, title and interest in all equipment leases, contracts or agreements entered into for the lease, rental, hire or use by Debtor of any equipment or service in connection with the operation, maintenance or occupation of the Land and Improvements (all of the foregoing are hereinafter collectively referred to as the "Contracts and Permits"); and

(o) all products and proceeds of all of the foregoing, and all additions and accessions to, replacements and substitutions of, condemnation proceeds of, and documents covering all of the foregoing property described above, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash proceeds and accessions arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition of any of the foregoing or any interest therein.

The Land, Improvements, Additional Lands, Goods and Fixtures, Leases, Rents, Accounts, Equipment and Inventory, Awards, Tax Certiorari, Proceedings, Contracts and Permits and all other real and personal property described in this paragraph are hereinafter collectively referred to as the "Property."