Book 198 Page 747-753

Document 2010 1373 Type 17 002 Pages 7 Date 11/05/2010 Time 1:40 PM Rec Amt \$39.00

MIKE BOLLARD, COUNTY RECORDER POCAHONTAS IOWA

UCC Financing Statement

Prepared by: Kenneth D. Rutan, P.C. 1325 Satellite Blvd., Ste. 603 Suwanee, Georgia 30024

Taxpayer Information: VerMaas Land Company, LLC 3820 VerMaas Place, Lincoln, NE 68502

Return to:
First American Title Insurance Co.
1125 17th Street, Ste. 750
Denver, CO 80202

Grantor: To Grantee:

Legal Description: See attached Exhibit "A", Page 3

Reference: [Document Number or Book/Page Reference of prior recorded document]

See Modification en Bh. 234 Pg. 254

UCC FINANCING STATEMENT			
FOLLOW INSTRUCTIONS (front and back) CAREFULLY			
A. NAME & PHONE OF CONTACT AT FILER [optional]			
Kenneth D. Rutan, Esq. (770) 814-0340 B. SEND ACKNOWLEDGMENT TO: (Name and Address)	<u> </u>		
D. SEND ACRIOVEEDOMENT TO: (Name and Address)			
Kenneth D. Rutan, Esq.	October 1		
Kenneth D. Rutan, P.C.	THE STATE OF THE S		
1325 Satellite Blvd., Ste. 603			
Suwanee, GA 30024			
Gawanoo, Gri oodz-r			
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		CE IS FOR FILING OFFICE USE	YJNC
 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a one of the control of the control	or 1b) - do not abbreviate or combine names		
	ty Company		
VerMaas Land Company, Limited Liabilit	Trinst Name	MIDDLE NAME	SUFFIX
		WIDDLE IVANIE	SUPPIX
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
3820 VerMaas Place	Lincoln	NE 68502	USA
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATIO	11.JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any	
20-0521264 DEBTOR Limited Liability Company		10052271	NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one de	· · · · · · · · · · · · · · · · · · ·		
	ebtor name (2a or 2b) - do not abbreviate or combine r	iames	
2a. ORGANIZATION'S NAME	ebtor name (2a or 2b) - do not abbreviate or combine r	ames	
			Toursey
2a. ORGANIZATION'S NAME OR 2b. INDIVIDUAL'S LAST NAME	ebtor name (2a or 2b) - do not abbreviate or combine r	MIDDLE NAME	SUFFIX
		MIDDLE NAME	
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME		SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN LADD'LINFO RE 12e, TYPE OF ORGANIZATION	FIRST NAME	MIDDLE NAME	
OR 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS	FIRST NAME	MIDDLE NAME STATE POSTAL CODE	COUNTRY
OR 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e, TYPE OF ORGANIZATION ORGANIZATION DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR)	FIRST NAME CITY 21. JURISDICTION OF ORGANIZATION	MIDDLE NAME STATE POSTAL CODE	COUNTRY
OR 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e, TYPE OF ORGANIZATION ORGANIZATION DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR STATES 38. ORGANIZATION'S NAME	FIRST NAME CITY 21. JURISDICTION OF ORGANIZATION	MIDDLE NAME STATE POSTAL CODE	COUNTRY
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OR 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e, TYPE OF ORGANIZATION ORGANIZATION DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR STATES 38. ORGANIZATION'S NAME	FIRST NAME CITY 21. JURISDICTION OF ORGANIZATION	MIDDLE NAME STATE POSTAL CODE	COUNTRY
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OR 2b, INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION OR SALE OF ASSIGNORS OR SALE ORGANIZATION'S NAME OF NAME OF NAME OF NAME ORGANIZATION'S NAME Atlanta Postal Credit Union 3b. INDIVIDUAL'S LAST NAME	FIRST NAME CITY 2r. JURISDICTION OF ORGANIZATION SIP) - Insert only one secured party name (3a or 3b)	MIDDLE NAME STATE POSTAL CODE 2g. ORGANIZATIONAL ID #, if any	COUNTRY

Those items of personal property and fixtures identified on Exhibit "B" attached hereto and made a part hereof by reference that are located on those certain United States Post Office Facilities and more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference

	. ALTERNATIVE DESIGNAT				E/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6	. This FINANCING STAT ESTATE RECORDS.	EMENT is to be filed (f Attach Addendum	for record) (or recorded)	n the REAL (if applicable)		JEST SEARCH REPO EEI	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8	, OPTIONAL FILER REFERE	ENCE DATA					***************************************		**************************************
	C10_039								

FILING OFFICE COPY --- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY	77084440000				
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STA	TEMENT				
9a. ORGANIZATION'S NAME					
VerMaas Land Company, Limited Liability C	ompany				
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:					
•					
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,					
		THE ABOVE			
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one r	orno (110 or 11b) de est ebberei	THE ABOVE	SPACE	IS FOR FILING OF	FICE USE ONLY
11a. ORGANIZATION'S NAME	rame (139 0) 1 (D) ~ 00 not apprevia	ale of combine 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 11e. TYPE OF ORGANIZATION ORGANIZATION	11f, JURISDICTION OF ORGANI	ZATION	11g. ORG	GANIZATIONAL ID#, I	fany
DEBTOR .	1	***************************************			NONE
12. ADDITIONAL SECURED PARTY'S QT ASSIGNOR S/P'S 128. ORGANIZATION'S NAME	NAME - insert only one name (12a or 12b)			
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME		440045		
	I INST NAME		MIDDLE	NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
			017114	001712 0002	COONIN
This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing. 14. Description of real estate.	16. Additional collateral descript	ion:			
See Exhibit "A" attached hereto and					
made a part hereof by reference and					
more commonly known as the Rolfe, IA					
United States Post Office					
			•		
15. Name and address of a RECORD OWNER of above-described real estate					
(if Debtor does not have a record interest):					
	17. Check only if applicable and	check only one box.			
	i i i i i i i i i i i i i i i i i i i		pect to pro	operty held in trust o	Decedent's Estate
•	18. Check only if applicable and				
	Deblor is a TRANSMITTING (JULITY			
	Filed in connection with a Ma	inufactured-Home Tr	ansaction	- effective 30 years	
	Filed in connection with a Pu	blic-Finance Transac	tion — eff	ective 30 years	

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

EXHIBIT "A" ROLFE, IOWA

REAL PROPERTY IN THE CITY OF ROLFE, COUNTY OF POCAHONTAS, STATE OF IOWA, DESCRIBED AS FOLLOWS:

LOT ONE (1), BLOCK ONE (1), FIRST ADDITION TO THE TOWN OF ROLFE, POCAHONTAS COUNTY, IOWA.

EXHIBIT "B"

DEBTOR: VERMAAS LAND COMPANY, LIMITED LIABILITY COMPANY, A NEBRASKA LIMITED LIABILITY COMPANY

SECURED PARTY: ATLANTA POSTAL CREDIT UNION

This financing statement covers the following types (or items) of property (the "Collateral Property"):

- 1. Improvements. The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
- 2. Fixtures. All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
- 3. Personalty. All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
- 4. Other Rights. All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or

benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");

- 5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");
- 6. Awards. All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");
- 7. Contracts. All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");
- 8. Other Proceeds. All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");
- 9. Rents. All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");
- 10. Leases. All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- 11. Other. All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- 12. Imposition Deposits. Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local

improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");

- 13. **Refunds or Rebates**. All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
- 14. **Tenant Security Deposits**. All tenant security deposits which have not been forfeited by any tenant under any Lease; and
- 15. **Names**. All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.