

2016 Aug 10 AM 11:09

David J. Johnson
REGISTER OF DEEDS
#04165 \$12.00
File # 1859

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Andrew Zarda 913-498-3536
B. E-MAIL CONTACT AT FILER (optional) azarda@kc-dsdlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Andrew B. Zarda Duggan, Shadwick, Doerr & Kurlbaum LLC 11040 Oakmont Street Overland Park, Kansas 66210

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 Colby Series I, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 13356 Metcalf Avenue				
	CITY Overland Park	STATE KS	POSTAL CODE 66213	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 CrossFirst Bank				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 4707 W. 135th Street				
	CITY Leawood	STATE KS	POSTAL CODE 66224	COUNTRY USA

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

All assets of Debtor listed on Exhibit B in connection with real property owned by Debtor located on the property legally described on Exhibit A, as well as all personal property collateral described in any Deed of Trust or Mortgage now or hereafter granted by Debtor to Secured Party, including that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded concurrently herewith.

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

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

8. OPTIONAL FILER REFERENCE DATA:

OL101-269 (Eagle, NE)

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 Colby Series I, 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:

See Exhibit A attached hereto

17. MISCELLANEOUS:

EXHIBIT A

Lot 1 of the Eagle Eyrie Addition to the Village of Eagle, a subdivision of a part of the Northeast Quarter of Section 29, Township 10 North, Range 9 East, of the 6th Principal Meridian, Cass County, Nebraska, according to the recorded plat thereof, and being more particularly described as follows:

Referring to the Northeast corner of said Section 29; thence westerly on an assumed bearing of North 90°00'00" West, on the North line of the Northeast Quarter of Section 29, 955.91 feet; thence southerly South 00°00'00" East, 65.00 feet, to a point of intersection on the southerly right of way line of Highway 34; thence South 00°06'25" East, 13.00 feet; thence westerly South 90°00'00" West, 66.00 feet, to the true Point of Beginning; thence following the perimeter of the described tract on the following bearings and distances: South 00°06'25" East, 290.00 feet; thence South 90°00'00" West, 180.00 feet; thence North 00°06'25" West, 290.00 feet; thence North 90°00'00" East, 180.00 feet, to the Point of Beginning.

Containing a total calculated area of 52,200 square feet, or 1.198 acres, more or less.

EXHIBIT B

All assets of Borrower (herein the "Debtor"), including, without limitation, all contracts, plans, specifications, permits, licenses, intangibles, fixtures, proceeds, rents, awards, receivables, and deposits in connection with the Premises described on Exhibit A, now or hereafter owned by Debtor, together with all the estate, right, title and interest of Debtor in, to and under, or derived from:

1. **Land.** All those certain lot(s), piece(s) or parcel(s) of land more particularly described in Exhibit A, and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any such right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or with said land, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same (all of the foregoing hereinafter collectively called the "Land").

2. **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Debtor and located on the Land or attached to, contained in, or used in any such buildings, structures, facilities or other improvements (such fixtures collectively called the "Fixtures"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "Improvements").

3. **Equipment.** All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Debtor or in which Debtor has or shall acquire an ownership interest, other than Inventory, which is in any way belonging, relating or appertaining to, or located on the Land herein described or the buildings and Improvements now erected or to be erected thereon, or used or intended to be used in connection with the Land, which is used in the operation of the buildings and Improvements, situated thereon (the "Mortgaged Property"), or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment"). Without limitation, Debtor hereby grants to Secured Party (if applicable) a security interest in and to all of Debtor's present and future Equipment, and Secured Party shall have, in addition to all rights and remedies provided in the Security Documents, all of the rights and remedies of a "secured party" under the Uniform Commercial Code of the State in which the Mortgaged Property is located.

Equipment shall include any and all fixtures, appliances, machinery and equipment of any nature whatsoever, partitions, screens, awnings, shades, blinds, curtains and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Mortgaged Property, whether or not the personal property is or shall be affixed thereto, all to the extent owned by Debtor.

Including, without limiting the generality of the foregoing, all plants, furnaces, incinerating and power equipment, boilers, machinery, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, switchboards and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating necessary for operation, cooling, lighting, plumbing, lifting, cleaning, fire extinguishing and preventing, communication, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or

other services or for general operation of the buildings and improvements, or the plan or business situate or operated thereon.

Such security interest shall extend to and include as well as any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise, all materials and work in process and the proceeds thereof.

4. **General Intangibles.** All now owned and hereafter acquired accounts, contract rights, chattel paper, general intangibles (including, but not limited to, all of Debtor's now existing or hereafter arising tax and duty refunds, prepaid expenses, all now owned or hereafter acquired patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, tradenames and trade styles, license agreements, customer lists, blueprints, drawings and specifications relative to the rendering of services or the sale or manufacture of goods), documents and instruments, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto; all contracts and rights of Debtor for the sale of its shares; all of Debtor's present and future rights as an unpaid vendor including stoppage in transit, replevin or reclamation; all additional amounts now or hereafter due to Debtor from any account debtor and all construction funds irrespective of whether such additional amounts have been specifically assigned to Secured Party; all guarantees, mortgages on real and personal property, letters of credit, trust receipts, bankers' acceptances, choses in action or other agreements or property securing or relating to any of the items referred to above; all monies, deposits, securities, bank accounts, instruments, credits and other property now or hereafter held by Secured Party or any other entity which at any time participates in Secured Party's financing of Debtor; all licenses, permits, franchises, certificates and other rights, privileges and documents obtained in connection with or necessary in the operation of the Mortgaged Property; all plans and specifications, architectural contracts, construction contracts, all leases with respect to any part of the Mortgaged Property, and all rents, revenues, royalties, bonuses, accounts, issues and profits arising out of the operation of the Mortgaged Property; and all rights and remedies of Debtor under or in connection with such collateral;

5. **Proceeds and Awards.** All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the property described in these GRANTING CLAUSES into cash or other liquidated claims, including proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Land, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed hereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

The collateral listed in this Exhibit B includes any monies on deposit for the payment of real estate taxes, insurance premiums or special assessments against the Premises and all proceeds paid for damage done to the collateral described in this Exhibit B or the Premises and all proceeds of any award or claim for damages for any of the collateral described in this Exhibit B or the Premises taken or damaged under the power of eminent domain or by condemnation and all rents, issues and profits of and from the Premises and all leases or subleases of the Premises