



LCC 2007012390



FEB 01 2007 10:52 P 5

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/1/2007 10:52:16.28



2007012390

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

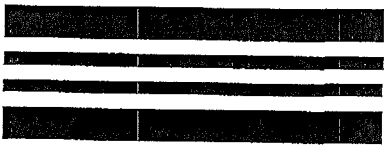
U.C.C. Recording Cover Sheet

_____ U.C.C. _____	FEE <u>11⁵⁰</u>	FB <u>03-80000</u>
<u>5</u> PGS.	BKPG _____	C/O _____ COMP <u>BW</u>
<u>3</u> ATTACHMENTS	DEL _____	SCAN _____ FV _____
<u>3</u> LOTS / SECTIONS		<u>J</u>

Legal Description:
(If not contained in instrument)

Return to:

Check Number
3428



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gateway Community Bank
 14320 Arbor Street
 Omaha, NE 68144

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

1st

1a. ORGANIZATION'S NAME
1308 Jackson DEV, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS
6032 Walnut Street

CITY Omaha	STATE NE	POSTAL CODE 68106	COUNTRY
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1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd. Liab. Co.	1f. JURISDICTION OF ORGANIZATION Nebraska	1g. ORGANIZATIONAL ID #, if any
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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

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
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NONE

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

2nd

3a. ORGANIZATION'S NAME
Gateway Community Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS
14320 Arbor Street

CITY Omaha	STATE NE	POSTAL CODE 68144	COUNTRY
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4. This FINANCING STATEMENT covers the following collateral:
Collateral described on attached Exhibit "A" relating to the Real Property described in Exhibit "B" attached hereto

5. ALTERNATIVE DESIGNATION (if applicable):

LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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6. 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 FEE)

8. OPTIONAL FILER REFERENCE DATA

All Debtors	Debtor 1	Debtor 2
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20057180 \$11.50

EXHIBIT A

I. All of the following described properties and interests, now owned or hereafter acquired, and all accessories, attachments and additions and all replacements or substitutions therefore and all products and proceeds thereof and accessions thereto related to the real estate (the "Property") being the real property located in Omaha, Douglas County, State of Nebraska, described on the attached Exhibit B,

A. together with all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Debtor in and to all leases or subleases covering the Property, or any portion thereof, now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Debtor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

B. any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

II. Debtor further grants Lender a security interest in the following (the "Personal Property"):

A. All right, title and interest of Debtor in and to all tangible personal property now owned or hereafter acquired by Debtor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage,

all kitchen equipment, and all other equipment of every kind), other than such property owned by tenants of Debtor;

B. All of Debtor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Property (as defined below), whether now existing or entered into or obtained after the date hereof; all existing and future names under or by which the Property, or any portion thereof, may at any time be operated or known; all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the Property, or any portion thereof; and

C. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and Debtor hereby authorizes, directs and empowers Lender, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefore.

EXHIBIT "B"

Legal Description

Lots Five (5), Six (6) and Seven (7), Block one hundred sixty-seven (167), in the Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska

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