



UCC 2006051237



MAY 08 2006 15:25 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/8/2006 15:25:40.19



2006051237

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

U.C.C. Recording Cover Sheet

U.C.C.	<u>43-03460</u>
<u>7</u> PGS.	FEE <u>12⁵⁰</u> FB <u>15-18780</u>
<u>5</u> ATTACHMENTS	BKPG _____ C/O _____ COMP <u>MB</u>
<u>5</u> LOTS / SECTIONS	DEL _____ SCAN _____ FV _____

Legal Description:
(If not contained in instrument)

Return to:

CRS
#64

Check Number

26260

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bradley J. Maddock Lewis, Rice & Fingersh, L.C. 1010 Walnut, Suite 500 Kansas City, Missouri 64106

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					
RM Properties, LLC					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
14105 Biscayne Place		Poway	CA	92064	USA
1d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		limited liability company	Delaware	DE3272435	<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				
OR				
2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS				
2d. TAX ID #: SSN OR EIN				
2e. TYPE OF ORGANIZATION				
2f. JURISDICTION OF ORGANIZATION				
2g. ORGANIZATIONAL ID #, if any				
<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				
Hillcrest Bank				
OR				
3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS				
3d. TAX ID #: SSN OR EIN				
3e. TYPE OF ORGANIZATION				
3f. JURISDICTION OF ORGANIZATION				
3g. ORGANIZATIONAL ID #, if any				
<input type="checkbox"/> NONE				

4. This FINANCING STATEMENT covers the following collateral

All of Debtor's tangible and intangible personal property and fixtures described on EXHIBIT A that are now or hereafter attached to, located in or on, or used in connection with, the real property described on EXHIBIT B, together with all leases, rents, cash, security deposits, income, and revenue, of all kinds, that arise out of, or relate to, such personal property, fixtures, and real property.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEES) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Douglas County, Nebraska

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
RM Properties, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S 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 ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See EXHIBIT B attached hereto and incorporated.

15 Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years
 Filed in connection with a Public-Finance Transaction – effective 30 years

EXHIBIT A
TO FINANCING STATEMENT

DEBTOR: **RM PROPERTIES, LLC**

SECURED PARTY: **HILLCREST BANK**

This financing statement covers the following types (or items) of property, whether now owned or hereafter acquired by Debtor (capitalized terms used herein are hereinafter defined):

(a) All Improvements;

(b) All easements, rights of way, privileges, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances belonging or appertaining to the Land; the streets and ways adjacent to the Land; all reversions and remainders pertaining to the Land; and all air rights, development rights, water rights and mineral rights appurtenant or belonging to the Land or relating to the Land;

(c) All Fixtures;

(d) All Leases and Rents and all the other benefits of any of the Land, Improvements and Fixtures;

(e) All Intangibles;

(f) All Collateral; and

(g) All Proceeds.

As used in this Financing Statement, the following words and terms shall have the meanings indicated below:

"Business Records" shall mean shall mean all books, records, computer records and software relating to all business operations occurring on or from any part of the Mortgaged Property, and all rights of the Debtor to plans and specifications, designs, drawings, models and other matters prepared for or in connection with any of the Mortgaged Property, and all rights of the Debtor under any contracts executed by the Debtor as owner with any provider of goods or services for or in connection with any services performed or to be performed in connection with, any part of the Property or business operations conducted thereon or therefrom.

"Code" shall mean the Uniform Commercial Code as adopted and in effect in the State of Nebraska on the date hereof and as amended or supplemented at any time hereafter.

"Collateral" shall mean collectively the "Accounts", "Chattel Paper", "Deposit Accounts", "Documents", "Equipment", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment

EXHIBIT A-1

Property” and “Letter-of-Credit Rights” as such terms are defined in the Code, and all Personal Property, Business Records, Intellectual Property, FF&E and all sums now or hereafter held in escrow and reserve accounts or on deposit with Secured Party, and all other assets, tangible or intangible, now or hereafter acquired by Debtor, and the Proceeds of each thereof.

“FF&E” shall mean any and all furniture, fixtures and equipment now or hereafter located on or in the Mortgaged Property.

“Fixtures” shall mean all fixtures, equipment, apparatus, machinery, fittings and appliances, chattels, building materials and tangible personal property of every kind and character, now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy, operation and/or maintenance of the Improvements or the Land, including such of the foregoing as may be used in connection with the generating or distributing of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the removal of dust, refuse or garbage, and all renewals, replacements and substitutions thereof, additions and accessions thereto, and all spare parts for any of the same.

“Improvements” shall mean the buildings, structures and other improvements now or hereafter located on the Land.

“Intangibles” shall mean all goodwill, trademarks, trade names, option rights, purchase contracts, computer records and software, books and records and general intangibles of the Debtor relating to any of the Mortgaged Property, all Intellectual Property, all rights of the Debtor under or with respect to all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, all rights of the Debtor to plans and specifications, designs, drawings, models and other matters prepared for any construction or renovation on the Land, all rights of the Debtor under any contracts executed by the Debtor as owner with any provider of goods or services in connection with any construction or renovation undertaken on, or services performed or to be performed in connection with, any part of the Mortgaged Property, and all other intangible property of the Debtor related to or used in connection with any of the Mortgaged Property, and shall specifically include, without limiting the foregoing, all trade insignia and logos (including goodwill related thereto), if any, used in connection with the operation of the Mortgaged Property.

“Intellectual Property” shall mean all patents, trademarks, trade names, and service marks, and related goodwill, now or hereafter acquired by Debtor.

“Land” shall mean the real property and interests in real property described on Exhibit B attached hereto and incorporated into this Financing Statement.

“Leases” shall mean all agreements for use and occupancy of any part of the Mortgaged Property, now existing or hereafter entered into, including all present and future leases (including subleases), licenses, concessions, rights in respect of tenants holding over and tenancies following attornment, and all extensions, modifications, renewals or supplements to any lease, license or

concession, and all cash or securities deposited with the Debtor to secure performance of the tenant's obligations under such Lease.

"Mortgaged Property" shall mean the Land, Improvements and all other property described in this Financing Statement.

"Personal Property" shall mean all tangible personal property now owned or hereafter acquired by Debtor.

"Proceeds" shall mean all "Proceeds" as defined in the Code, with respect to the Mortgaged Property, and includes, without limitation, proceeds of conversion, voluntarily or involuntarily, of any of the Mortgaged Property into cash or liquidated claims, including proceeds of insurance and condemnation awards.

"Rents" shall mean all rentals, security deposits, reimbursements and other sums of money now or hereafter due to Debtor under any Lease; all of the rents, issues, profits, royalties, income, receipts, revenues and earnings now or hereafter due Debtor under any Lease or arising from the use and enjoyment of any of the Mortgaged Property; all damages for default by any party under any Lease; all proceeds of any policy of insurance covering loss of rents or business interruption resulting from any casualty; all rights of Debtor to collect and recover any of such amounts; and the proceeds of all such Rents.

EXHIBIT B
TO FINANCING STATEMENT

DEBTOR: **RM PROPERTIES, LLC**
SECURED PARTY: **HILLCREST BANK**

Legal Description

Parcel 1:

Lots 5 and 6, Block 9, in Bensonvale Acres, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT that part more particularly described as follows:

Beginning at the Southeast corner of said Lot 5; thence West along the South line of Lots 5 and 6, a distance of 272.0 feet; thence North along the West line of said Lot 6, a distance of 8.0 feet; thence Southeasterly a distance of 2.0 feet to a point 7.0 feet North and 1/5 feet East of the Southwest corner of said Lot 6; thence East along a line parallel to the South line of said Lots 5 and 6, a distance of 261.0 feet to a point 7.0 feet North and 9.5 feet West of the Southeast corner of said Lot 5; thence Northeasterly a distance of 19.5 feet to a point on the East line of said Lot 5, said point being 24.0 feet North of the Southeast corner of said Lot 5; thence South along the East line of said Lot 5, a distance of 24.0 feet to the point of beginning; EXCEPT the South 10 feet of the North 93 feet of said Lots 5 and 6 abutting Ames Avenue, which has been dedicated to the City of Omaha;

AND

The South 1/2 of Lot 7 in Block 9, in Bensonvale Acres, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel 2:

Lots 11 and 12, in Block 6, in Jerome Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.