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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/13/2012 10:10:18.04



2012013728

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

UCC RECORDING COVER SHEET

UCC
7 PGS

5 ATTACHMENTS

5 LOTS / SECTIONS

ASSIGNMENT
LEGAL DESCRIPTION:

(IF NOT CONTAINED IN INSTRUMENT)

RETURN TO: See the Attached (UCCDI)

CHECK NUMBER

3663318

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) X00297 BANK MIDWEST,
 CT Lien Solutions 31797316
 P.O. Box 29071 NENE
 Glendale, CA 91209-9071 FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 2006051237 05/08/06 CC NE Douglas County Reg. of Deeds

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (FULL or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME
 Bank Midwest, N.A. as successor by merger to Hillcrest Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS
 1111 Main St. Suite 2700
 CITY: Kansas City STATE: MO POSTAL CODE: 64105 COUNTRY:

7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Federal Deposit Insurance Corporation As Receiver of Hillcrest Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
 31797316 Debtor Name: RM PROPERTIES, LLC Inst. 69

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2006051237 05/08/06 CC NE Douglas County Reg. of Deeds

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME
Federal Deposit Insurance Corporation As Receiver of Hillcrest Bank

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
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13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED.

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

EXHIBIT A-2

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: 43-03460

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: 15-18780

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.

EXHIBIT B-1