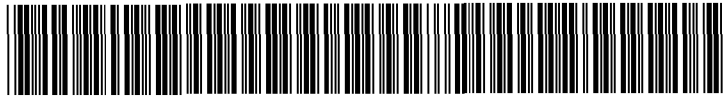




UCC 2015053740



JUL 01 2015 14:19 P 6

Fee amount: 12.00
FB: 20-10920
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/01/2015 14:19:48.00



2015053740

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

DEATH CERTIFICATE COVER SHEET

LEGAL DESCRIPTION _____

LOT(S): _____

BLOCK: _____

ADDITION: _____

UCC COVER SHEET

UCC (NEW, CONTINUATION, ASSIGNMENT, AMENDMENT, CORRECTION)

RELEASE OF UCC

TERMINATION OF UCC

ATTACHMENTS - QTY. _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jon E. Blumenthal (402) 344-0500
B. E-MAIL CONTACT AT FILER (optional) jblumenthal@bairdholm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jon E. Blumenthal Baird Holm LLP 1700 Farnam St., Ste. 1500 Omaha, Nebraska 68102

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 Mayberry 51, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
720 North 13th Street	Omaha	NE	68102	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 U.S. Bank National Association				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8800 West Center Road	Omaha	NE	68124	USA

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

The personal property described on Exhibit "A", attached hereto and incorporated herein by this reference, which relates to the real property described on Exhibit "B", attached hereto and incorporated herein by this reference.

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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

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

8. OPTIONAL FILER REFERENCE DATA:
Nebraska Secretary of State AND Douglas County, Nebraska

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 Mayberry 51, 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Real property described on Exhibit "B", attached hereto and incorporated herein

17. MISCELLANEOUS:

EXHIBIT "A"
COLLATERAL DESCRIPTION

DEBTOR grants a security interest in the following described real property of any kind whatsoever, Debtor's interest in all personal property of any kind whatsoever, whether tangible or intangible, whether or not any such personal property is now or becomes a "fixture", which is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of the Property described on Exhibit "B". Such personal property shall include those items (the "Collateral"), as follows:

A. All structural and mechanical components of any structures, buildings, and improvements erected or placed upon the Property, together with all trees, shrubs, flowers, drains and drainage rights appurtenant to, located on, under, or above or used in connection with the Property and the improvements situated thereon, or any part thereof, whether now existing or hereafter created or acquired;

B. All of the following, to the extent now or at any time hereafter affixed to, attached to, placed upon or used in connection with the Property: machinery, equipment, apparatus, fixtures, furniture, furnishings, appliances, including without limitation all built-in furniture and installations, shelving, partitions, door-stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, refrigerators, freezers, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings, all building materials and equipment now or hereafter delivered to the Property and intended to be installed or placed in or about the improvements;

C. Accounts, accounts receivable, contract rights, chattel paper, including tangible chattel paper and electronic chattel paper, promissory notes, drafts, instruments, investment property, money, letter of credit rights, commercial tort claims, documents and supporting obligations (including but not limited to all of the rents, royalties, issues, profits, revenue, income, proceeds and other benefits of the Property arising from the use or enjoyment of all or any portion of the Premises or from any lease agreement pertaining thereto, and all right, title and interest of the Debtor in and to all leases of the Property now or hereafter entered into and all right, title and interest of Debtor thereunder, all guarantees of tenants' or occupants' performances thereunder, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms; in addition all amounts paid or to be paid by the federal or state government or any governmental agency to or on behalf of Debtor or any tenant arising from the use or enjoyment of all or any portion of the Premises;

D. All deposit accounts of Debtor maintained at the offices or any branch of Secured Party;

E. All proceeds of any unearned premiums on any insurance policies covering the Project (as defined in that certain Deed of Trust, Assignment of Leases and Rents, and Security Agreement Fixture Filing by and between Debtor and Secured Party dated on or about June 21, 2015) including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Project;

F. All utility deposits made to procure or maintain utility services to the Property and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon held by Secured Party, under or in accordance with Security Instrument, defined hereinafter;

G. All right, title and interest in and to any contract or agreement ("**Construction Contract**"), between the Debtor and a builder or a contractor, together with any and all amendments, addenda, supplements, modifications, changes orders, extras and extensions thereto, whether made now or hereafter which Construction Contract provides for the construction of certain improvements upon the Property, together with any and all permits obtained incident thereto.

H. All of the Debtor's right, title and interest in and to: (i) all plans and specifications, drawings and design documents pertaining to the Property, together with any and all amendments, addenda, supplements, modifications, changes thereof, whether now or hereafter existing; and (ii) any and all tests, studies, results and reports and contracts and agreements, thereof performed and prepared in contemplation of the aforesaid construction of improvements upon the Property, including any and all addenda, supplements, amendments and modifications thereto whether now or hereafter existing.

I. To the extent the same may be assigned or encumbered, all rights, title and interest of Debtor in any and all building permits, and any other permits, licenses or authorization required by the governmental authorities having or exercising jurisdiction over the Property, all rights to performance or payment of any other nature which Debtor has or may have in the future under any contract or agreement regarding the Property, all rights to the names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names, logos and goodwill in any way relating to the Property;

J. To the extent the same may be assigned or encumbered, all documents of membership and any owners or members association or similar group having responsibility for managing or operating any part of the Property;

K. All proceeds (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (Insurance Proceeds) and condemnation awards on the Property (Condemnation Proceeds).

Whether now owned or hereafter acquired or arising, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements thereof, and all proceeds and products of the foregoing wherever located.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1 (5120 Mayberry Street, Omaha, NE 68106):

The South 111 feet of Lots 1, 2, 3, 4 and 5, and all of Lots 6, 7, 8, 21, 22, 23 and 24, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with all of vacated Marcy Street adjacent to said Lots 1, 2, 3, 4, 5, 6, 7 and 8 on the South, and together with the South Half (S1/2) of the vacated alley adjacent to said Lots 6, 7 and 8 on the North, EXCEPT the South 20 feet of said Lots 21, 22, 23 and 24 appropriated by the City of Omaha for opening Mayberry Street and 51st Avenue.

PARCEL 2 (5110 Mayberry Street, Omaha, NE 68106):

Lot 25 and the West 32 feet of Lot 26, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

PARCEL 3 (836 S 51 ST, Omaha, NE 68106):

The East 18 feet of Lot 26 and all of Lots 27 and 28, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

TOGETHER WITH all improvements, machinery, appliances, apparatus, equipment, inventory and fixtures now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Debtor to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, heating and cooling equipment, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust, Assignment of Leases and Rents, and Security Agreement Fixture Filing dated June 24, 2015 (the "**Security Instrument**"), by the Debtor for the benefit of the Secured Party; and all of the foregoing, together with said property, or the leasehold estate if this Security Instrument is on a leasehold, are herein referred to as the "**Property**".