



9912696318-5 Pgs: 4
203 HARRISON STREET LIMITED PA
Filed: 07/26/2012 10:53 AM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Amy Michel (314) 889-0691

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gershman Investment Corp.
7 N. Bemiston
St. Louis, MO 63105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
9902231303-2

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 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 item 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
203 Harrison Street Limited Partnership

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire related 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
Gershman Investment Corp., and/or Secretary of Housing and Urban Development

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

203 Harrison Street Limited Partnership - File - Nebraska Secretary of State

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696318-5

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)
9902231303-2

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME		
Gershman Investment Corp., and/or Secretary of Housing and Urban Develo		
OR		
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

DEBTOR/RECORD OWNER: 203 Harrison Street Limited Partnership,
11912 Elm Street, Suite 23, Omaha, NE 68144

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

SECURED PARTY: Gershman Investment Corp. and/or the Secretary of
Housing & Urban Development of Washington , D.C., their successors and
assigns, ATIMA, 7 N. Bemiston , St. Louis, MO 63105

LEGAL DESCRIPTION: SEE ATTACHED

EXHIBIT "A"

All of the following which may be located on the premises of, relate to, or be used in connection with, construction, repair or operation of the multifamily housing development called MIDTOWN APARTMENTS, Project No. 074-11023, located in Boone, Iowa, in which debtor has an interest now or hereafter existing or acquired:

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building structure or improvement now or hereafter erected or placed on the property described on Exhibit "B" (the "Property"), and of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressor and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire switches, electrical equipment; all engines, boilers, machines, motors, furnaces, compressors, and transformers; all generating equipment; all equipment and fixtures, fans and switchboards, all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposal, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefore, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed by the parties to the Security Agreement and Financing Statement that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by this Security Agreement or Financing Statement, as applicable).
3. All of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made with respect to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property (including but not limited to destruction or decrease in value by fire or other casualty), all of which awards, rights thereto and shares therein are hereby assigned to the Creditor, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittance therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collections, as a credit upon any portion, as selected by the Creditor, of the Indebtedness secured hereby.
4. All rents, issues, receipts, profits and income, and all intangibles, personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor, including but not limited to, cash, bank accounts; certificates of deposits; securities; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guaranties.
5. Land surveys, plans and specifications, drawings, briefs, and other work projects of the Debtor or its employees, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair, or operation of the above project.
6. All inventory, including raw materials, components, work-in-progress, finished merchandise and packing and shipping materials.
7. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.
8. Any of the above arising or acquired by the Debtor in the future.
9. Any of the above which may become fixtures by virtue of attachment to the real property described in Exhibit "B".

6963185

EXHIBIT "B"

LEGAL DESCRIPTION:

SOUTH 32 FEET OF LOT 4, AND ALL OF LOTS 5 AND 6 IN BLOCK 161, IN FOURTH ADDITION TO BOONE, IOWA; ALSO WEST 77 FEET OF BLOCK 186 IN SEVENTH ADDITION TO BOONE, IOWA; AND THAT PART OF LOT 4, LYING EASTERLY OF THE RAILROAD RIGHT-OF-WAY AND LOT 5 IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF BOONE, BOONE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FIRST STREET AND THE EAST LINE OF THE FORMER RIGHT-OF-WAY OF THE C&NW RAILWAY COMPANY, WHICH POINT IS 35.00 FEET NORTH OF THE SOUTH LINE OF SAID NW ¼ AND 523.50 FEET EAST OF THE WEST LINE OF SAID NW ¼; THENCE NORTHERLY ALONG A 1,859.88 FOOT RADIUS CURVE WHICH IS CONCAVE EASTERLY FOR 461.80 FEET, THE LONG CHORD OF WHICH BEARS N02°37'30"E FOR 460.62 FEET; THENCE S89°58'E 240.20 FEET ALONG THE NORTH LINE OF THE SOUTH 32.00 FEET OF SAID LOT 4 TO THE WEST LINE OF HARRISON STREET; THENCE S00°09'E 160.80 FEET TO THE SOUTH LINE OF SECOND STREET; THENCE N89°39'E 310.00 FEET TO THE EAST LINE OF THE WEST 77.00 FEET OF SAID BLOCK 186, WHICH POINT IS ALSO 150.00 FEET WEST OF THE WEST LINE OF MONONA STREET; THENCE S00°09'E 301.10 FEET TO THE NORTH LINE OF FIRST STREET; THENCE S90°00'W 572.50 FEET TO THE POINT OF BEGINNING, CONTAINING 4.892 ACRES.