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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

David J. McPherson, Esquire
Troutman Sanders LLP
1660 International Drive
Suite 600, Tysons Corner
McLean, Virginia 22102-3805
(703) 734-4399



Doc ID: 019951410005 Type: GEN
Recorded: 06/01/2007 at 10:22:44 AM
Fee Amt: \$27.00 Page 1 of 5
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2007-00101464

BK 12218 PG 356-360

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

| | | | | |
|---|--|--|-------------|----------------------------------|
| 1a. ORGANIZATION'S NAME | | | | |
| BBMY II WILLOW PARK LIMITED PARTNERSHIP LLLP | | | | |
| OR | | 1b. INDIVIDUAL'S LAST NAME | | |
| | | FIRST NAME | | |
| | | MIDDLE NAME | | SUFFIX |
| 1c. MAILING ADDRESS | | | | |
| 7841 Wayzata Boulevard, Suite 111 | | | | |
| | | CITY | | COUNTRY |
| | | Minneapolis | | USA |
| | | STATE | POSTAL CODE | |
| | | MN | 55426 | |
| 1d. SEE INSTRUCTIONS | | 1e. TYPE OF ORGANIZATION | | 1f. JURISDICTION OF ORGANIZATION |
| | | limited liability limited partnership | | Minnesota |
| | | 1g. ORGANIZATIONAL ID#, if any | | |
| | | 1315372-7 <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 | | |
| | | FIRST NAME | | |
| | | MIDDLE NAME | | SUFFIX |
| 2c. MAILING ADDRESS | | | | |
| CITY | | | | |
| | | STATE | POSTAL CODE | COUNTRY |
| | | | | |
| 2d. SEE INSTRUCTIONS | | 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 | | | | |
| FANNIE MAE | | | | |
| OR | | 3b. INDIVIDUAL'S LAST NAME | | |
| | | FIRST NAME | | |
| | | MIDDLE NAME | | SUFFIX |
| 3c. MAILING ADDRESS | | | | |
| c/o Deutsche Bank Berkshire Mortgage, Inc., One Beacon Street, 14th Floor | | | | |
| | | CITY | | COUNTRY |
| | | Boston | | USA |
| | | STATE | POSTAL CODE | |
| | | MA | 02108 | |

4. This FINANCING STATEMENT covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

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

| | | | | | | |
|---|--|---|--|-------------|----------|----------|
| 6. <input checked="" type="checkbox"/> 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) [ADDITIONAL FEE] [optional] | | All Debtors | Debtor 1 | Debtor 2 |
|---|--|---|--|-------------|----------|----------|

8. OPTIONAL FILER REFERENCE DATA

Willow Park Apartments (Local) DBBM Loan #: 077030339

RETURN TO FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 5/22/02)

RETURN TO: Commercial Recording
Commonwealth Land Title
400 Sibley Street, Suite 255
St. Paul, Minnesota, 55101

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 BBMY II WILLOW PARK LIMITED PARTNERSHIP | | |
| OR LLLP | | |
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor 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. <u>SEE INSTRUCTIONS</u> | 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 (12 or 12b)

| | | | | |
|---|--|-----------------------|--------------------|---|
| 12a. ORGANIZATION'S NAME DEUTSCHE BANK BERKSHIRE MORTGAGE, INC. | | | | |
| OR 12b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| 12c. MAILING ADDRESS One Beacon Street, 14th Floor | | CITY Boston | STATE MA | POSTAL CODE COUNTRY 02108 USA |

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 A attached hereto and made a part hereof.

15. Name and address of 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

Commencing at the Northeast corner of Section Thirty-three (33), Township Seventy-eight (78) North, Range Twenty-four (24) West of the 5th P.M., Des Moines, Polk County, Iowa; thence South $0^{\circ}37\frac{1}{2}'$ East, along the East line of the Northeast Quarter of said Section 33, 454.85 feet, to the point of beginning; thence continuing South $0^{\circ}37\frac{1}{2}'$ East, 965.15 feet; thence North $90^{\circ}00'$ West parallel with and 1,420.0 feet South of the North line of the Northeast Quarter of said Section 33, 948.0 feet; thence North $0^{\circ}37\frac{1}{2}'$ West parallel with and 948.0 feet West, of the East Line of the Northeast Quarter of said Section 33, 967.15 feet; thence South $89^{\circ}25\frac{3}{4}'$ East, 948.0 feet to the point of beginning.

Together with easement for ingress and egress as contained in Declaration, Instrument No. 48941.

Polk County, Iowa

SCHEDULE A

DEBTOR: **BBMY II WILLOW PARK LIMITED PARTNERSHIP LLLP**

SECURED PARTY: **DEUTSCHE BANK BERKSHIRE MORTGAGE, INC.**

This financing statement covers the following types (or items) of property (the "**Collateral Property**"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Land**"), including any future replacements and additions (the "**Improvements**");

2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "**Fixtures**");

3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "**Personalty**");

4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "**Other Rights**");

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "**Insurance Proceeds**");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the

Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "**Awards**");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "**Contracts**");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "**Other Proceeds**");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "**Rents**");

10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "**Leases**");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "**Imposition Deposits**");

13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.