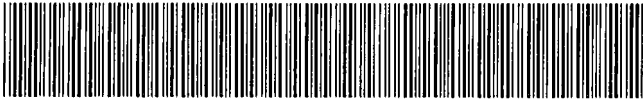




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THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

UCC RECORDING COVER SHEET

UCC

7

PGS

5

ATTACHMENTS

2

LOTS / SECTIONS

LEGAL DESCRIPTION:

(IF NOT CONTAINED IN INSTRUMENT)

RETURN TO: See Attached

CHECK NUMBER

1076198

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

66388163 - 349280

Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

Filed In: Nebraska Douglas

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

1ST

1a. ORGANIZATION'S NAME South Apartments, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 6029 Woodminster Circle CITY Orangevale STATE CA POSTAL CODE 95662 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION NE 1g. ORGANIZATIONAL ID #, if any 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 ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

2ND

3a. ORGANIZATION'S NAME Fannie Mae c/o Alliant Capital LLC

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 25650 Eleven Mile Road, Suite 300 CITY Southfield STATE MI POSTAL CODE 48034 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

see attached exhibit A for description of real property and attached exhibit B for description of personal property.

Parcel ID Number: 2899005023

WENTWORTH USA APARTMENTS
DOUGLAS COUNTY FILING

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) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

66388163

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DESCRIPTION OF REAL PROPERTY

This Exhibit A is attached to and incorporated into the Financing statement naming Fannie Mae c/o EF&A Funding, L.L.C. as the Secured Party and **South Apartments, L.L.C.**, a **Nebraska limited liability company**, as the Debtor.

The land referred to in this Financing Statement is situated in the City of **Omaha**, County of **Douglas**, State of **Nebraska**, and is described as follows:

Lot 1, Tschannen, an Administrative Subdivision in Douglas County, Nebraska;

together with a vehicular and pedestrian easement and right of way as disclosed by Easement recorded in Miscellaneous Book 526, Page 683, over the following described property:

A tract of land located in the West 1/2 of the East 1/2 of the NE 1/4 of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 10; thence S 00°09'25" W (assumed bearing), along the West line of said NE 1/4 of the NE 1/4 of Section 10, a distance of 1342.60 feet to a point on the North right-of-way line of Park Drive; thence S 89°43'00" E along the North right-of-way line of Park Drive a distance of 300.00 feet to the point of beginning; thence N 00°09'25" E, a distance of 60.00 feet; thence S 89°43'00" E, a distance of 160.00 feet; thence S 62°25'50" E, a distance of 43.62 feet; thence S 89°43'00" E, a distance of 150.00 feet to a point on the East line of the West 1/2 of the E 1/2 of said NE 1/4 of Section 10; thence S 00°05'00" W, along said East line of the West 1/2 of the East 1/2 of the NE 1/4 of Section 10, a distance of 40.00 feet to a point on said North right-of-way line of Park Drive; thence N 89°43'00" W, along said Northerly right-of-way line of Park Drive, a distance of 348.77 feet to the point of beginning.

Exhibit B

DEBTOR: South Apartments, L.L.C., a Nebraska limited liability company

SECURED PARTY: Fannie Mae c/o EF&A Funding, L.L.C., a Michigan limited liability company

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.

SEE ATTACHED EXHIBIT "C" FOR
BORROWER SIGNATURE

EXHIBIT C TO UCC-1 FINANCING STATEMENT


SIGNATURE OF DEBTOR

This Exhibit C is attached to and incorporated into the Financing Statement naming Fannie Mae c/o EF&A Funding, L.L.C., a Michigan limited liability company, as the Secured Party and **South Apartments, L.L.C., a Nebraska limited liability company**, as Debtor. The signature of Debtor is as follows:

Debtor:

SOUTH APARTMENTS, L.L.C., a
Nebraska limited liability company

By:


Ernest E. Tschannen, Manager