

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-35722
2007 NOV 30 P 12:09

COUNTER LM GE
VERIFY S DE
PROOF TM
FEES \$ 12.00
CHECK # 000889
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Roberta L. Greenway 425-451-2779

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**GE Commercial Finance Business Property Corporation
 10900 Northeast Fourth Street, Suite 500
 Bellevue, Washington 98004
 Attention: Middle Market Risk**

Shawn J. Dowling
REGISTER OF DEEDS

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
Russell D. Jeter, as trustee of the R. Jeter Family Trust under Trust Agreement Dated Jan. 29, 1999, & not individually

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1004 Commercial Avenue, #1112 Anacortes WA 98221 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
California 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
R. JETER FAMILY TRUST

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1004 Commercial Avenue, #1112 Anacortes WA 98221 USA

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
California 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
GE Commercial Finance Business Property Corporation

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10900 Northeast Fourth Street, Suite 500 Bellevue WA 98004 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title, and interest in and to the fixtures located on or in and the personal property relating to the improved real property located in Omaha, Sarpy County, Nebraska, and more particularly described in Exhibit A, such collateral being more particularly described in Exhibit B, and all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAIOLR 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) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Loan No. 6325142-001 Sarpy County, NE

35722
Return to:
NEBRASKA TITLE COMPANY
4257 S 144TH STREET
OMAHA, NE 68137
CNC-20073451 re #12.00

NT-COM

A

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		
R. Jeter Family Trust		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 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. SEE INSTRUCTIONS	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 (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

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.

15. Name and address of a 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

B

Loan No.: 6325142-001

EXHIBIT A

(10088 South 136th Street, Omaha, Sarpy County, Nebraska)

Legal Description:

Lot One (1), Hilltop Industrial Park Replat 4, a Subdivision in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the NE corner of said Lot 1; thence South (assumed bearing) 590.00 feet on the East line of said Lot 1 to the SE corner thereof; thence West 588.83 feet on the South line of said Lot 1 to the SW corner thereof; thence N 00° 37' 17" W 590.03 feet on the West line of said Lot 1 to the NW corner thereof; thence East 595.23 feet on the North line of said Lot 1 to the point of beginning.

C

EXHIBIT B

(10088 South 136th Street, Omaha, Sarpy County, Nebraska)

Secured Party: GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION,
a Delaware corporation, its successors and assigns

Debtor: RUSSELL D. JETER, AS TRUSTEE OF THE R. JETER FAMILY TRUST
UNDER TRUST AGREEMENT DATED JANUARY 29, 1999, AND NOT
INDIVIDUALLY

Loan No.: 6325142-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All fixtures, landscaping, equipment, and articles of property now or hereafter attached to, or used or adapted for use in the operation of buildings, structures, improvements, and parking areas located on the real estate (herein the "Premises") described in Exhibit A, including but without being limited to, all heating, air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.

2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.

3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.

4. All written and oral leases and rental agreements (including extensions, renewals and subleases and all usufructuary interests; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.

5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements.

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Secured Party: GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION,
a Delaware corporation, its successors and assigns

Debtor: RUSSELL D. JETER, AS TRUSTEE OF THE R. JETER FAMILY TRUST
UNDER TRUST AGREEMENT DATED JANUARY 29, 1999, AND NOT
INDIVIDUALLY

Loan No.: 6325142-001

6. All contracts, deposit accounts, accounts, instruments (including promissory notes), chattel paper (whether tangible or intangible), letter of credit rights, commercial tort claims, securities and all other investment property, all rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all supporting obligations and any and all proceeds thereof, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols, including payment intangibles and software), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

8. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein, including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

All of the foregoing described collateral is exclusive of any goods, inventory, equipment, furniture, furnishings, trade fixtures, and other personal property owned or supplied by tenants of the Premises.

FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.