



**LLOYD J. DOWDING**  
**SARPY COUNTY REGISTER OF DEEDS**  
 1210 GOLDEN GATE DRIVE, SUITE 1109  
 PAPANILLION, NE 68046-2897  
 (402) 593-5773

~~Filed for Record~~ 10-24-12 at 11:05a. M  
 Instrument # Rejected  
 Lloyd J. Dowding Register of Deed Sarpy Cty, NE

The attached instrument is being returned to you unrecorded, because:

- It must be recorded with the Secretary of State, because:
  - The debtor is a "transmitting utility"
  - The collateral is not "as extracted collateral" or timber to be cut"
  - It does not indicate that it is a "fixture filing"
- The debtor information is incomplete because:
  - The name(s) are ( ) incomplete (  ) missing
  - ( ) illegible ( ) undecipherable
  - The mailing address is ( ) incomplete ( ) missing
  - It does not indicate whether the debtor is an individual or an organization
  - It's an organization and fails to state ( ) the type of organization ( ) the jurisdiction where organized ( ) its I.D. number or that it has none.
- The secured party or secured party's representative information is incomplete because:
  - The name(s) are ( ) incomplete ( ) missing
  - ( ) illegible ( ) undecipherable
  - The mailing address is ( ) incomplete ( ) missing
- The legal description is ( ) incomplete (  ) missing ( ) incorrect
- The book and/or page number is ( ) missing ( ) incorrect
- The initial financing statement has lapsed
- The assignee's information is incomplete because:
  - The name(s) are ( ) incomplete ( ) missing
  - ( ) illegible ( ) undecipherable
  - The mailing address is ( ) incomplete ( ) missing
- Continuation Statements must be recorded within the 6-month period prior to the initial financing statement lapsing
- The recording fee is short. The correct recording fee for this instrument is:

\$10.00 for the first page  
 \$ 0.50 for each attached page 4 \$ 2.00  
 Total \$12.00


resubmitted

COUNTER P C.E. B  
 VERIFY P D.E. B  
 PROOF D  
 FEES \$ 12.00  
 CHECK# 500666951  
 CHG CASH / 5006667597  
 REFUND CREDIT  
 SHORT NCR

*attached 4 pages*

resubmitted

FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER  
 2012-34427  
 11/02/2012 1:50:12 PM  
*Lloyd J. Dowding*  
 REGISTER OF DEEDS



Remarks:

resubmitted

**\*\*\*\* LEAVE THIS REJECTION NOTICE ATTACHED \*\*\*\***

When resubmitting document for recording, there will be no charge for this attachment.

ID# 9168

A

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**LaDeana Steffen 316-268-7459**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*(Handwritten initials)* Fidelity Bank  
 PO Box 1007  
 Wichita, KS 67201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**#2007-35722 filed 11/30/2007; amended 6/19/2012, #2012-18078A**

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: Please refer to the detailed instructions in regards to changing the name/address of a party.  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 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

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. SEE INSTRUCTIONS | 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  restated 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  
**Fidelity Bank**

OR

|                            |            |             |        |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

10. OPTIONAL FILER REFERENCE DATA  
**Ln #1710031420 Russell D. Jeter, as Trustee-Jeter Family Trust dated 01/29/1999 Sarpy County NE**

B

### 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 (11e or 11f) - 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  NONE

12.  ADDITIONAL SECURED PARTYS 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

Loan No.: 6325142-001

**EXHIBIT A**

(10088 South 136<sup>th</sup> 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.

D

**EXHIBIT B**

(10088 South 136<sup>th</sup> 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.

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.**