



UCC 2017047938



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/20/2017 16:37:52.00



2017047938

WHEN RECORDED MAIL TO:

Access Bank
8712 W Dodge Rd
Omaha, NE 68114

FOR RECORDER'S USE ONLY

UCC FINANCING STATEMENT

DEBTOR:

SHADOW RIDGE LIMITED PARTNERSHIP
1501 S 188 PLZ
OMAHA, NE 68130

SECURED PARTY:

Access Bank
8712 W Dodge Rd
Omaha, NE 68114

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ACCESS BANK
8712 W DODGE RD
OMAHA NE 68114

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **2012085103**

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
ACCESS BANK

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

8712 W DODGE RD OMAHA NE 68114 USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

Not Applicable

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

All Fixtures, as described in Exhibit "B" attached hereto and made a part thereof; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

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
ACCESS BANK

OR

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

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2012085103

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME ACCESS BANK	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME SHADOW RIDGE LIMITED PARTNERSHIP			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

THE RIDGES REPLAT 13, LOTS 1 AND 2, BEING A REPLATTING OF PART OF LOT 268, THE RIDGES, A SIBDIVISION IN DOUGLAS COUNTY, NEBRASKA

18. MISCELLANEOUS:

EXHIBIT "B"

Debtor hereby irrevocably grants and conveys to Secured Party, in trust, with power of sale and right of entry and possession all of Debtor's estate, right, title and interest in, to and under and grant to Secured Party a security interest in any and all of the following described property which is (except where the context otherwise requires) herein collectively called the "Property", whether now owned or held or hereafter acquired, and any proceeds, products, accessories, rents, profits, and substitutions thereof or thereto, including:

- A. The real property, as described in the attached document, together with all of the easements, rights, privileges, franchises agreements, licenses and/or operating agreements, and appurtenances belonging to or in anyway pertaining thereto whatsoever, either at law or in equity ("Premises");
- B. All structures, buildings, fixtures and improvements of every kind and description now or at any time hereafter located on or used in connection with the Premises, including any additions, renewals, substitutions, and/or replacements thereof ("Improvements"); (Premises and Improvements collectively referred to as "Real Estate");
- C. All articles of personal property, including any renewals, replacements or additions thereto, including fillings, furniture and furnishings, and installations, shelving, partitions, doorstops, equipment and machinery, vaults, elevators, dumbwaiters, awnings, window shades, drapes, drapery rods and brackets, venetian blinds, gas and electric light fixtures, fire hoses and brackets, and boxes for the same, fire sprinklers, security and fire alarm systems, screens, linoleum, carpets, plumbing, laundry tubs and trays, laundry equipment of any type, washers, dryers, iceboxes, refrigerators, appliances, heating units, boiler, furnaces, and heaters, stoves, ovens, water heaters, sinks, water closets, basins, pipes, faucets, and other air conditioning, plumbing and heating fixtures, communication systems, and all specifically designed installations and furnishings, now or at any time hereafter located on or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or the Improvements and owned by Debtor in which Debtor now has or hereafter acquires an interest, and all other fixtures, and personal property, building materials and equipment of whatever kind and nature, now or hereafter delivered to the Premises and intended to be installed or placed in or about the Improvements and all goods, equipment, chattels and personal property as are usually furnished or used by the Landlords in letting Premises of the character of the real estate;
- D. All Right, title and interest of Debtor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises;
- E. All general intangibles relating to the development or use of the Premises, including but not limited to all governmental permits relating to construction on the Premises, all names under or by which the Premises or any improvements on the Premises may at any time be operated or any variant thereof, and all trade names, trademarks and goodwill in any way relating to the Premises;
- F. All reserves, deferred payments, deposits, refunds, cost savings, and payment of any kind or nature relating to the construction of any improvements on the Premises or otherwise relating to the Premises or to any of the property described herein;
- G. All presently owned or hereafter acquired rights of Debtor with respect to water taps, sewer taps, and/or utility deposits;
- H. Any and all claims, judgments, awards of damages, compensation paid or payable, and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets, and all proceeds of the conversions, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;
- I. All plans and specifications prepared for construction and improvements on the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises;
- J. All presently owned or hereafter acquired rights of Debtor under all policies of insurance covering any of the foregoing property and all proceeds, loss of payments and premium refunds which may become payable with respect to such insurance policies;
- K. All of the rents, royalties, issues, profits, revenue, income and other benefits in any way arising from or relating to the Premises or Improvements, or both and all rights, title and interest of Debtor in and all leases of the Property now or hereafter entered into and all right, title and interest of Debtor thereunder, deposited thereunder to secure performance by the lessees of their obligations thereunder; subject to however, the provisions contained in the Assignment of Rents.