



UCC Inst. # 2018049043, Pg: 1 of 4 Rec Date: 06/25/2018 08:26:32.777

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Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Document name: UCC FINANCING STATEMENT AMENDMENT

Secured Party:
Access Bank
8712 W Dodge Rd
Omaha, NE 68114

Debtor:
DMLS 3702, LLC
12506 Longshore Cir
Papillion, NE 68046

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

C. 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 NUMBER

2013033879

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☒ **PARTY INFORMATION CHANGE:**Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☒ Debtor or ☐ Secured Party of record ☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

10304 JOSEPH CIRCLE, LLC

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

DMLS 3702, LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

12506 LONGSHORE CIRCLE

CITY

PAPILLION

STATE

NE

POSTAL CODE

68046

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

All fixtures as described in the fixture exhibit 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:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ACCESS BANK

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

DMLS 3702, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

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

16. Description of real estate:

LOTS 1 AND 2, IN ALAMO PLAZA REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

17. MISCELLANEOUS:

EXHIBIT 'A'

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 any way 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 or 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.