Number: 5549 BK: 2010 PG: 13422 Page Range: 13422-13428

Page Range: 13422-13428 Recorded: 11/5/2010 at 2:28:10.0 PM

Fee Amount: \$39.00

Revenue Tax:

SUE PETERSON, RECORDER

Iowa County, Iowa

UCC Financing Statement

Prepared by:
Kenneth D. Rutan, P.C.
1325 Satellite Blvd., Ste. 603
Suwanee, Georgia 30024

Taxpayer Information:
VerMaas Land Company, LLC
3820 VerMaas Place,
Lincoln, NE 68502

Return to:
First American Title Insurance Co.
1125 17th Street, Ste. 750
Denver, CO 80202

Grantor: To Grantee:

Legal Description: See attached Exhibit "A", Page 3

Reference:

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] Kenneth D. Rutan, Esq. (770) 814-0340 B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
Kenneth D. Rutan, Esq. Kenneth D. Rutan, P.C. 1325 Satellite Blvd., Ste. 603 Suwanee, GA 30024				
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a o		PACE IS FO	R FILING OFFICE US	EONLY
1a. ORGANIZATION'S NAME				
VerMaas Land Company, Limited Liabilit	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 3820 VerMaas Place	cry Lincoln	STATE NE	POSTAL CODE 68502	COUNTRY
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATION Limited Liability Company	Nebraska	1g. ORGANIZATIONAL ID #, if any 10052271		NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one do 2a. ORGANIZATION'S NAME	ebtor name (2a or 2b) - do not abbreviate or combi	ne names		
OR 25. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE !	NAME	SUFFIX
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2c. MAILING ADDRESS	сту	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION	CITY 21. JURISDICTION OF ORGANIZATION		POSTAL CODE ANIZATIONAL ID #, if any	COUNTRY
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ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER	AG. LIEN	NON-UCCFILING
This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)	All Debtors	Debtor 1 Debtor 2
SOPTIONAL FILER REFERENCE DATA		
040.020		

UCC FINANCING STATEM								
FOLLOW INSTRUCTIONS (front and back			ידי					
9. NAME OF FIRST DEBTOR (1a or 1b)	ON RELATED FINANCING STA	4 I EMEN	¥1					
VerMaas Land Company, Limited Liability Company								
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11. ADDITIONAL DEBTOR'S EXACT FU	LL LEGAL NAME - insert only one r	name (11	a or 11b) - do not	abbrevi	ate or combine nam	es		
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OR 11b. INDIVIDUAL'S LAST NAME		FIRST	NAME			MIDDLE	NAME	SUFFIX
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OR 12b. INDIVIDUAL'S LAST NAME		FIRST	NAME			MIDDLE	NAME	SUFFIX
		1						
12c. MAILING ADDRESS	***************************************	СПҮ				STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers	imber to be cut or as-extracted	16. Ad	ditional collateral	descrip	etion:		•	
collateral, or is filed as a fixture filing.	ليبينا	l		•			ė	
14. Description of real estate.								
See Exhibit "A" attache	ad hereto and							
		1						
made a part hereof by								
more commonly knows	n as the							
Millersburg, IA United	States Post Office							
•								
	•							
		1						
 Name and address of a RECORD OWNER of (if Debtor does not have a record interest): 	f above-described real estate							
(a Debici does inclusive a record moresty.								
		17. Ch	eck <u>only</u> if applica	able and	check <u>only</u> one box	Κ -		
		Debtor	is a Trust o	Γ	rustee acting with re	espect to pr	operty held in trust or	Decedent's Estate
		18. Ch	eck only if applica	1	Control of the Contro	<u> </u>		
			btoris a TRANSM					
		THE PARTY OF				Transaction	- effective 30 years	
		J. 100.18			ublic-Finance Trans			

EXHIBIT"A" MILLERSBURG, IOWA

REAL PROPERTY IN THE CITY OF MILLERSBURG, COUNTY OF IOWA, STATE OF IOWA, DESCRIBED AS FOLLOWS:

THE SOUTH EIGHTEEN (18) FEET OF THE WEST ONE HUNDRED (W100) FEET OF LOT FORTY-ONE (41) AND THE WEST ONE HUNDRED (W100) FEET OF LOT FORTY-TWO (42) OF THE ORIGINAL TOWN OF MILLERSBURG, IOWA COUNTY, IOWA.

EXHIBIT "B"

DEBTOR: VERMAAS LAND COMPANY, LIMITED LIABILITY COMPANY, A

NEBRASKA LIMITED LIABILITY COMPANY

SECURED PARTY: ATLANTA POSTAL CREDIT UNION

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.