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UNIFORM COMMERCIAL CODE — FINANCING STATEMENT CHANGE — FORM N-UCC-2

This STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

IMPORTANT:

Read instructions on back before filling out form.

Receipt No. \_\_\_\_\_

1. File No. of Orig. Financing Statement <i>467532, Book 599, Page 1303</i>	1A. Date of Filing of Orig. Financing Statement <i>May 7, 1999</i>	1B. Date of Orig. Financing Statement	1C. Place of Filing Orig. Financing Statement <i>Douglas County</i>
2. DEBTOR (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input checked="" type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) <i>Winans, James W.</i>		2A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]-1491	
2B. MAILING ADDRESS <i>1000 Foothill Road</i>		2C. CITY, STATE <i>Gardnerville, Nevada</i>	2D. ZIP CODE <i>89410</i>
3. ADDITIONAL DEBTOR (If Any) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input checked="" type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) <i>Winans, Ruth C.</i>		3A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]-0333	
3B. MAILING ADDRESS <i>1000 Foothill Road</i>		3C. CITY, STATE <i>Gardnerville, Nevada</i>	3D. ZIP CODE <i>89410</i>
4. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET			
5. SECURED PARTY NAME <i>National Realty Finance L.C.</i> MAILING ADDRESS <i>911 Main Street, Suite 1400</i> CITY <i>Kansas City</i> STATE <i>Missouri</i> ZIP CODE <i>64105</i>		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. [REDACTED] 7761	
6. ASSIGNEE OF SECURED PARTY (If Any) <i>The Chase Manhattan Bank, as Trustee, for the registered holders of Prudential Securities Secured Financing Corporation Commercial Mortgage Pass-Through Certificates, Series 1999-C2</i>		6A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. <i>Address: c/o National Realty Funding 911 Main, Suite 1400 Kansas City, MO 64105</i>	

ent between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is check here  and insert description of real property on which growing or to be grown or to which affixed or to be affixed If crops or fixtures, also insert name of record owner of real estate. Effective only if submitted within 6 months prior to

- B.  RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 8 below. Release does not terminate debt.
- C.  ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all or part of the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 8 below.
- D.  TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
- E.  AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 8 below. Any changes made to Items 2 thru 6 above must be made in Item 8 below. (Signature of Debtor(s) and Secured Party(ies) required on all amendments.)

8. All property described in the original Financing Statement described above, as more fully described in the Schedule of Collateral attached hereto.

9. \_\_\_\_\_ (Date) \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_ (TITLE)

*National Realty Finance L.C.* NAME(S)

By *Risa S. McElastm* (TITLE) *Vice President*

TYPE NAME(S)

10. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

11. Return Copy to:

NAME ADDRESS CITY, STATE AND ZIP  
*Ms. Tanya Bailey  
Polsinelli, White, Vardeman & Shalton  
700 W. 47th Street, Suite 1000  
Kansas City, MO 64112*

Trust Account Number (If Applicable)  
*303-255*

THIS SPACE FOR USE OF FILING OFFICER

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**SCHEDULE OF COLLATERAL**  
**JAMES W. WINANS AND RUTH WINANS, HUSBAND AND WIFE, AS DEBTOR,**  
**NATIONAL REALTY FUNDING L.C., AS SECURED PARTY**

Debtor does hereby irrevocably deed, mortgage, grant, bargain, sell, alien, enfeoff, hypothecate, remise, release, pledge, assign, warrant, transfer, confirm, convey, and grant to Secured Party a lien on, pledge of, and security interest in, all of Debtor's right, interest, and estate in, to and under the following property, whether now owned or hereafter acquired by Debtor, to the full extent of Debtor's right, title, and interest therein, including hereafter acquired rights, interests, and property, and all products and proceeds and additions and accessions (sometimes collectively referred to herein as the "**Property**"):

(a) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the real property ("Land") described on Exhibit A attached hereto and made a part hereof (the "**Improvements**");

(b) Easements and Appurtenances. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, riparian rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, including any homestead or other claim at law or in equity and any after-acquired title, franchises, licenses, and any reversions and remainders thereof, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) Fixtures and Tangible Personal Property. All inventory, machinery, furniture, equipment, and fixtures (including, but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever located upon the Land or the Improvements or appurtenant thereto or used in connection with the present or future operation or occupancy of the Land or the Improvements, including all materials intended for construction, reconstruction, refurbishment, renovation, alterations, and repairs to the Property (whether stored or located on or off the Property) (all of the items described in subsections (c) through (k) below are herein sometimes collectively called the "**Personal Property**"), including the right, title and interest of Debtor in and to any of the Personal Property that may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**") superior in lien to the lien granted to Secured Party, such Personal Property to include, for example, the following: (1) all furniture and furnishings, including carpets, rugs and other floor coverings, draperies, drapery rods and brackets, awnings,

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window shades, Venetian blinds, curtains, lighting fixtures, desk chairs, stools, pictures, lamps, ash trays, waste baskets, clocks, radios, and all other furniture and furnishings of every kind and nature whatsoever; (2) all cash registers, coin machines, computers, word processing equipment, adding machines, calculators, check protectors, postage meters, desks, chairs, tables, room dividers, filing cabinets, safes, vaults, time clocks, time card machines, and other office furniture, equipment and supplies of every kind and nature whatsoever; (3) all right and interest of the Debtor in and to all equipment leases, personal property leases, conditional sales contracts and similar agreements in and to the telephone system (including the switching components thereof), television sets, computer systems, refrigerator/bars, and point of sale computer systems and/or inventory control systems; (4) all apparatus, machinery, motors, tools, insurance proceeds, leases, and equipment, including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance equipment, equipment for the extermination or exclusion of vermin or insects, equipment for removal of dust, debris, snow, refuse or garbage, and all other equipment of every kind; (5) elevators, fittings, radiators, gas ranges, mechanical equipment, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning, central energy and sprinkler equipment and fixtures and appurtenances thereto; and (6) all renewals or replacements of any of the foregoing, whether or not the same are or shall be attached to the Improvements;

(d) Leases and Rents. All Leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”), as the same may be amended from time to time (the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, royalties, licenses, payments, fees, revenues, income, receipts, charges, accounts, accounts receivable, issues and profits and other benefits (including all oil and gas or other mineral royalties and bonuses) from the Land or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness of Debtor to Secured Party;

(e) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(f) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property;

(g) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(h) Miscellaneous Personal Property. All intangible property used in connection with or generated by, located on or at or pertaining to the Property including all general intangibles, goodwill, trademarks, trade names, service marks, logos, copyrights, option rights, purchase contracts, contract rights, or leases of personal property and security deposits received pursuant thereto, utility contracts, service contracts, guaranties, warranties, telephone exchange numbers, licenses, government permits and applications, approvals and other government rights relating to the Property or the operation of the business thereon; all books and records; deposit accounts, accounts, contract rights, instruments, chattel paper, all rights of Debtor for payment of money for property sold, rented or lent, for services rendered, for money lent, or advances or deposits made; all claims, actions, and causes of action (including those arising in tort) of Debtor against others; all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property or any part thereof or respecting any business or activity conducted on the Property or any part thereof and all right, title and interest of Debtor therein and thereunder, including the right to receive and collect any sums payable to Debtor thereunder; all extensions, improvements, betterments, replacements, renewals, or additions and accessions to any of the foregoing; and any other intangible property of Debtor related to the Property; and

(i) Personal Property As Defined In Uniform Commercial Code. In addition to any other property mentioned herein, all property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the Property is located including all goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, and securities located on or generated by or used in connection with the ownership or operation of the Property;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (j) above.

Exhibit "A"

Legal Description

All that certain lot, piece, or parcel of land situate in Section 30, Township 13 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Parcel 3 as shown on the Parcel map for MINDEN IRONWOOD PARTNERS, etal, filed for record in the Office of the Douglas County, Nevada Recorder on September 6, 1990, in Book 990, Page 341, as Document No. 233981, being a re-subdivision of Block A of Westwood Village Unit No. 1.

PARCEL 2:

Reciprocal easements for ingress and egress, utilities, fire access, and public access as shown on the Parcel Map for MINDEN IRONWOOD PARTNERS, etal, filed for record in the Office of the Douglas County, Nevada Recorder on September 6, 1990, in Book 990, Page 341, as Document No. 233981,

PARCEL 3:

Reciprocal Parking, Ingress, Egress and Maintenance Agreement as shown in Document recorded April 3, 1995, in Book 495, at Page 307, as Document No. 359370.

REQUESTED BY  
*Poknelli White etal*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 DEC 17 PM 2: 39

LINDA SLATER  
RECORDER

\$ *11.00* PAID *Al* DEPUTY

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