

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:**THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

*Issued through the Office of:*

TitleCore National, LLC  
725 O Street  
Lincoln, NE 68502

Authorized Signatory  
ORT Form 4690 6/06 Rev. 8-1-16  
ALTA Commitment for Title Insurance

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

# Old Republic National Title Insurance Company

## Schedule A ALTA COMMITMENT

File No. 41710C-19

1. Commitment Date: **December 27, 2019 at 08:00am**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount: **\$235,200.00**  
Premium: **\$729.50**

Proposed Insured: **The State of Nebraska, Department of Transportation**

(b) 2006 ALTA Loan Policy

Proposed Policy Amount:  
Premium:

Proposed Insured:

(c) Endorsements to be issued:

Insured Closing Letter Endorsement

Premium: **\$25.00**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

[George L. Verbeek](#)

5. The Land is described as follows:

**SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION**

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**EXHIBIT "A"**

**A TRACT OF LAND LOCATED IN LOT 12, IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12;  
THENCE NORTHERLY A DISTANCE OF 485.61 FEET ALONG THE EAST LINE OF SAID LOT 12 ALONG THE EAST LINE OF SAID NORTHEAST QUARTER;  
THENCE WESTERLY DEFLECTING 092 DEGREES, 23 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 1,329.82 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO A POINT ON THE WEST LINE OF SAID LOT 12;  
THENCE SOUTHERLY DEFLECTING 087 DEGREES, 37 MINUTES, 39 SECONDS LEFT, A DISTANCE OF 437.11 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF SAID LOT 12, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;  
THENCE EASTERLY DEFLECTING 090 DEGREES, 16 MINUTES, 56 SECONDS LEFT, A DISTANCE OF 1328.48 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.**

**AND**

**LOT 15, IRREGULAR TRACTS IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.**

**AND**

**A TRACT OF LAND LOCATED IN LOTS 24 AND 40, IRREGULAR TRACTS IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;  
THENCE EASTERLY A DISTANCE OF 386.70 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE SOUTHWEST CORNER OF SAID LOT 40 TO THE POINT OF BEGINNING;  
THENCE NORTHWESTERLY DEFLECTING 112 DEGREES, 40 MINUTES, 09 SECONDS LEFT, A DISTANCE OF 546.97 FEET ALONG THE WEST LINE OF SAID LOT 40;  
THENCE EASTERLY DEFLECTING 109 DEGREES, 23 MINUTES, 54 SECONDS RIGHT, A DISTANCE OF 1,004.18 FEET TO A POINT ON THE EAST LINE OF SAID LOT 24;  
THENCE SOUTHERLY DEFLECTING 094 DEGREES, 24 MINUTES, 59 SECONDS RIGHT, A DISTANCE OF 562.12 FEET ALONG THE EAST LINE OF SAID LOT 24 TO THE SOUTHEAST CORNER OF SAID LOT 24 TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION;  
THENCE WESTERLY DEFLECTING 088 DEGREES, 51 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 780.49 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE SOUTHWEST CORNER OF SAID LOT 40 TO THE POINT OF BEGINNING.**

**AND**

**A TRACT OF LAND LOCATED IN LOT 12, IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12;  
THENCE NORTHERLY A DISTANCE OF 485.61 FEET ALONG THE EAST LINE OF SAID LOT 12 ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING;  
THENCE SOUTHWESTERLY DEFLECTING 92 DEGREES, 23 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 770 FEET, MORE OR LESS, TO THE CENTERLINE OF SALT CREEK;  
THENCE NORTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID SALT CREEK TO A**

**POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER SECTION;  
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF  
BEGINNING.**

# Old Republic National Title Insurance Company

## Schedule B - I ALTA COMMITMENT

File No. 41710C-19

### REQUIREMENTS

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed executed by George L. Verbeek and spouse(s), if any, stating marital status, in favor of The State of Nebraska, Department of Transportation.
5. Address the payment of all taxes and assessments, levied and assessed against subject property, which are due and payable.
6. Execution of the Certificate Regarding Owner by the titleholder.
7. Order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.
8. Pay a portion of general taxes assessed under Tax Key No. 08-01-200-002-000 for the year 2019 due December 31, 2019 levied in the amount of \$6,678.62; first installment is due and becomes delinquent April 1, 2020, second installment is due and becomes delinquent August 1, 2020.
9. Pay a portion of general taxes assessed under Tax Key No. 15-06-100-002-000 for the year 2018 due December 31, 2019 levied in the amount of \$4,032.96; first installment is due and becomes delinquent April 1, 2020, second installment is due and becomes delinquent August 1, 2020.
10. Record a Deed of Reconveyance of the Deed of Trust dated June 29, 2012 and recorded July 3, 2012 as [Instrument No. 2012-31639](#) of the Records of Lancaster County, NE, executed by George L. Verbeek, unmarried individual, in favor of Security First Bank, Trustee, and Security First Bank, Beneficiary, securing the sum of \$150,000.00 and any other amounts payable under the terms thereof.

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# Old Republic National Title Insurance Company

## Schedule B - II ALTA COMMITMENT

File No. 41710C-19

### EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER INDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

### SPECIAL EXCEPTIONS

Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by the policy.

3. The lien of the general taxes for the full year 2019, for Parcel ID 08-01-200-002-000, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of said County Treasurer where property is located for collection at the date hereof.
4. The lien of the general taxes for the full year 2019, for Parcel ID 15-06-100-002-000, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of said County Treasurer where property is located for collection at the date hereof.
5. Terms, provisions, conditions, restrictions, easements, reservations and rights incident as set forth in Patent recorded September 25, 1872 in [Deed Book K, Page 470](#) of the Lancaster County Register of Deeds, Nebraska.
6. Terms, provisions, conditions, restrictions, easements, reservations and rights incident as set forth in Easement Agreement recorded April 24, 1990 as [Instrument No. 90-10920](#) of the Lancaster County Register of Deeds, Nebraska.
7. Easement and rights incident thereto as set forth in Flowage Agreement recorded July 19, 1994 as [Instrument No. 94-33072](#) of the Lancaster County Register of Deeds, Nebraska.
8. Easement and rights incident thereto as set forth in Easement recorded August 22, 1997 as [Instrument No. 97-34017](#); Partial Release of Easement recorded March 21, 2012 as [Instrument No. 2012-13106](#) of the Lancaster County Register of Deeds, Nebraska.

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9. Easement and rights incident thereto as set forth in Permanent Easement recorded January 9, 2003 as [Instrument No. 2003-3142](#) of the Lancaster County Register of Deeds, Nebraska.
10. Terms, provisions, conditions, restrictions, easements, reservations and rights incident as set forth in Report of Appraisers recorded February 8, 2012 as [Instrument No. 2012-10894](#) of the Lancaster County Register of Deeds, Nebraska.
11. Easement and rights incident thereto as set forth in Access Easement recorded March 11, 2015 as [Instrument No. 2015-9002](#) of the Lancaster County Register of Deeds, Nebraska.

LANCASTER COUNTY ASSESSOR / REGISTER OF DEEDS

QuickRef ID

Owner

Property Address

2019 Assessed Value

R18095

VERBEEK, GEORGE L

12000 S 25TH ST, LINCOLN, NE 68430

\$417,000

2019 GENERAL INFORMATION

Property Status

A-Active

Property Type

Real Property

Property Class

Ag Improved

Legal Description

S1, T8, R6, 6th Principal Meridian, LOT 10 & 12 NE

Neighborhood

Rural 3800N

Property ID

08-01-200-002-000

Taxing Unit Group

0068

2019 OWNER INFORMATION

Owner Name

VERBEEK, GEORGE L

Mailing Address

12000 S 25 ST ROCA, NE 68430-9656

Exemptions

-

Percent Ownership

100%

2019 VALUE INFORMATION

Total Non-Ag Assessed

-

Total Ag Sp Assessed

\$417,000

PROPERTY PHOTO



2019 RESIDENTIAL IMPROVEMENTS

⌵ Expand/Collapse All

Building #1	Building Type	Improvement Type	Year Built	Total Living Area
-	Single-family Residence	1 Story	1975	1508
ID	SECTION DESCRIPTION	YEAR BUILT	AREA	
1	Main Floor Living Area	-	1,508	

ID	COMPONENT DESCRIPTION	UNITS	PERCENT
1	Frame, Plywood or Hardboard	-	90%
2	Veneer, Masonry	-	10%
3	Attached Garage (SF)	676	-
4	Wood Deck (SF)	168	-
5	Composition Shingle	-	100%
6	Plumbing Fixtures (#)	10	-
7	Total Basement Area (SF)	1508	-
8	Minimal Finish Area (SF)	600	-
9	Warmed & Cooled Air	-	100%
10	Single 1-Story Fireplace (#)	1	-
11	Automatic Floor Cover Allowance	-	-

2019 OTHER BUILDINGS AND YARD IMPROVEMENTS

⌵ Expand/Collapse All

Improvement #1	Improvement Type	Year Built	Area
- Farm Utility Building	1980	1200	
Improvement #2	Improvement Type	Year Built	Area
- Farm Utility Storage Shed	1982	2625	
Improvement #3	Improvement Type	Year Built	Area
- Farm Utility Storage Shed	1999	1600	



Improvement #4	Improvement Type	Year Built	Area
-	Grain Bin	1989	0

ID	CODE	UNITS	PERCENT
1	Steel Bin, without Drying, 15' - 29' Dia.	1	-

ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2018	\$252,600	\$166,000	\$418,600
2017	\$252,600	\$166,000	\$418,600
2016	\$240,200	\$181,500	\$421,700
2015	\$206,900	\$181,500	\$388,400
2014	\$190,800	\$148,100	\$338,900

SALES HISTORY

SALE DATE	SELLER	BUYER	INSTR #	Sale Price
6/29/2012	VERBEEK, WILLIE J	VERBEEK, GEORGE L	<a href="#">2012031638</a>	\$280,000
10/1/2002	VERBEEK, WILLIE J & DONNA C	VERBEEK, WILLIE J	<a href="#">2004042730</a>	\$0

DISCLAIMER

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Rachel Garver

Lancaster County Treasurer

My Cart

Property Tax Information

**Tax Year:** 2019   **Roll:** Real Estate   **Parcel:** 08-01-200-002-000


**Owner:** VERBEEK, GEORGE L  
**Owner Address:** 12000 S 25 ST   **City:** ROCA, NE 68430-9656  
**Situs Address:** 12000 S 25TH ST   **City:** LINCOLN

**Tax District:** 0068 RURAL   **Tax Rate:** 1.7146410 %  
**Property Class:** A1 AG IMPROVED

**Legal Description:** S1, T8, R6, 6TH PRINCIPAL MERIDIAN, LOT 10 & 12 NE

**Tax Sale:** No  
**Assignment:** No   **Special Assessment History:** No   **Special Sale:** No

Property Payment Calculator

**Payment Date:**  

		Tax Amount	Tax Due	Int Due	Penalty Due	Fees Due	Total Due	Tax Paid	Int Paid	Penalty Paid	Fee Paid	Total Paid
2019	First Half	\$3,339.31	3,339.31	0.00	0.00	0.00	\$3,339.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Second Half	\$3,339.31	3,339.31	0.00	0.00	0.00	\$3,339.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Full	\$6,678.62	6,678.62	0.00	0.00	0.00	\$6,678.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Property Tax History**   **To Private Investor**

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## LANCASTER COUNTY ASSESSOR / REGISTER OF DEEDS

QuickRef ID	Owner	Property Address	2019 Assessed Value
R54997	VERBEEK, GEORGE L	-	\$253,700

## 2019 GENERAL INFORMATION

Property Status    **A-Active**

Property Type     **Real Property**

Property Class    **Ag Unimproved**

Legal Description   **S6, T8, R7, 6th Principal Meridian, LOTS 15, 24 & 40 NW**

Neighborhood      **Rural 3400N**

Property ID        **15-06-100-002-000**

Taxing Unit Group   **0068**

## 2019 VALUE INFORMATION

Total Non-Ag Assessed                      -

Total Ag Sp Assessed                        **\$253,700**

## 2019 OWNER INFORMATION

Owner Name        **VERBEEK, GEORGE L**

Mailing Address    **12000 S 25 ST ROCA, NE 68430-9656**

Exemptions        **-**

Percent Ownership   **100%**

## ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2018	\$276,500	\$0	\$276,500
2017	\$276,500	\$0	\$276,500
2016	\$290,600	\$0	\$290,600
2015	\$236,400	\$0	\$236,400
2014	\$218,900	\$0	\$218,900

## SALES HISTORY

SALE DATE	SELLER	BUYER	INSTR #	Sale Price
6/29/2012	VERBEEK, WILLIE J	VERBEEK, GEORGE L	<a href="#">2012031638</a>	\$280,000
10/1/2002	VERBEEK, WILLIE J & DONNA C	VERBEEK, WILLIE J	<a href="#">2004042730</a>	\$0
11/7/2001	VERBEEK, WILLIE J & DONNA C	LANCASTER COUNTY	<a href="#">2001073228</a>	\$0

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Rachel Garver

Lancaster County Treasurer

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Property Tax Information

**Tax Year:** 2019    **Roll:** Real Estate    **Parcel:** 15-06-100-002-000


**Owner:** VERBEEK, GEORGE L  
**Owner Address:** 12000 S 25 ST    **City:** ROCA, NE 68430-9656  
**Situs Address:** 999999 \*\*NO SITUS\*\* ST    **City:** LINCOLN

**Tax District:** 0068 RURAL    **Tax Rate:** 1.7146410 %  
**Property Class:** A2 AG UNIMPROVED

**Legal Description:** S6, T8, R7, 6TH PRINCIPAL MERIDIAN, LOTS 15, 24 & 40 NW

**Tax Sale:** No  
**Assignment:** No    **Special Assessment History:** No    **Special Sale:** No

Property Payment Calculator

**Payment Date:**  

		Tax Amount	Tax Due	Int Due	Penalty Due	Fees Due	Total Due	Tax Paid	Int Paid	Penalty Paid	Fee Paid	Total Paid
2019	First Half	\$2,016.48	2,016.48	0.00	0.00	0.00	\$2,016.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Second Half	\$2,016.48	2,016.48	0.00	0.00	0.00	\$2,016.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Full	\$4,032.96	4,032.96	0.00	0.00	0.00	\$4,032.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Property Tax History    To Private Investor

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company 's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I– Requirements; and Schedule B, Part II– Exceptions.*

# **TitleCore National, LLC**

## **Privacy Policy Notice**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that is collected about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of TitleCore National, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any question about our Privacy Policy Notice, please contact us by writing to:

**TitleCore National, LLC**  
**8701 West Dodge Road**  
**Suite 150**  
**Omaha, NE 68114**

## OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Other Important Information

**Oregon residents only:** We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



# Old Republic National Title Insurance Company

400 Second Avenue South  
Minneapolis, Minnesota 55401-2499  
(612) 371-1111  
(800) 328-4441  
oldrepublictitle.com

To: Proposed Insured (s)

Re: Insured Closing Service

Dear Sir and/or Madam:

The protection herein offered extends only to real property transactions in the State of Nebraska.

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

## Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.

2. This Company will not be liable for loss arising out of:

- a) Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
- b) Loss or impairment of your funds in the course of collection or while on deposit with a bank for disbursement due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
- c) The refusal of any governmental agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written closing instructions;
- d) Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
- e) Actions taken by the Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b);

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota, 55401. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 90 days hereafter send written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## **CERTIFICATE REGARDING OWNER**

The undersigned, hereinafter referred to as "Owner" (whether one or more), in order to induce TitleCore National, LLC or Old Republic National Title Insurance Company (individually or together, "Title Company") to issue its policy(ies) of title insurance, in accordance with Commitment No. 41710C-19, on property legally described as follows: (the "Premises")

A TRACT OF LAND LOCATED IN LOT 12, IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12;

THENCE NORTHERLY A DISTANCE OF 485.61 FEET ALONG THE EAST LINE OF SAID LOT 12 ALONG THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE WESTERLY DEFLECTING 092 DEGREES, 23 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 1,329.82 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO A POINT ON THE WEST LINE OF SAID LOT 12;

THENCE SOUTHERLY DEFLECTING 087 DEGREES, 37 MINUTES, 39 SECONDS LEFT, A DISTANCE OF 437.11 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF SAID LOT 12, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;

THENCE EASTERLY DEFLECTING 090 DEGREES, 16 MINUTES, 56 SECONDS LEFT, A DISTANCE OF 1328.48 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

AND

LOT 15, IRREGULAR TRACTS IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

AND

A TRACT OF LAND LOCATED IN LOTS 24 AND 40, IRREGULAR TRACTS IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE EASTERLY A DISTANCE OF 386.70 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE SOUTHWEST CORNER OF SAID LOT 40 TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY DEFLECTING 112 DEGREES, 40 MINUTES, 09 SECONDS LEFT, A DISTANCE OF 546.97 FEET ALONG THE WEST LINE OF SAID LOT 40;

THENCE EASTERLY DEFLECTING 109 DEGREES, 23 MINUTES, 54 SECONDS RIGHT, A DISTANCE OF 1,004.18 FEET TO A POINT ON THE EAST LINE OF SAID LOT 24;

THENCE SOUTHERLY DEFLECTING 094 DEGREES, 24 MINUTES, 59 SECONDS RIGHT, A DISTANCE OF 562.12 FEET ALONG THE EAST LINE OF SAID LOT 24 TO THE SOUTHEAST CORNER OF SAID LOT 24 TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION;

THENCE WESTERLY DEFLECTING 088 DEGREES, 51 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 780.49 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE SOUTHWEST CORNER OF SAID LOT 40 TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND LOCATED IN LOT 12, IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12;

THENCE NORTHERLY A DISTANCE OF 485.61 FEET ALONG THE EAST LINE OF SAID LOT 12 ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY DEFLECTING 92

DEGREES, 23 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 770 FEET, MORE OR LESS, TO THE CENTERLINE OF SALT CREEK;  
THENCE NORTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID SALT CREEK TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER SECTION;  
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

does hereby certify as follows:

1. Owner has owned the Premises and improvements exclusively and continuously for six months last past.
2. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document.
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises.
4. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve months for alterations, repair work, or new construction on the Premises for which payment has not been made.
5. There are no public improvements in the vicinity of the Premises under construction, completed but not assessed, or contemplated, which could be a basis for any special assessment being levied against the Premises after closing. All current assessments have been paid.
6. There are no chattel mortgages, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon the Premises.
7. There are no encroachments of any improvements, (including fences, driveways, stoops, decks, eaves) onto adjoining property (including streets) or onto easement grants; nor from adjoining property onto subject Premises. And there have been no disputes with neighbors or others over the location of any improvements or boundary lines.
8. There are no easement grants, including joint drive or party wall, affecting subject Premises other than those recorded and shown on the above referenced Commitment.
9. There have been no bankruptcy proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown on the Commitment.
10. There are no unsatisfied judgments of record, or state or federal tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown on the Commitment.
11. There is no other name under which Owner has operated or been known which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any association, condominium regime or any other such organization and/or any taxing authority at date hereof.

Owner makes the above representations, and hereby indemnifies and agrees to save harmless Title Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
George L. Verbeek

Commitment No.: 41710C-19