

INSTRUMENT NO. 201303052

*Karen A. Madsen*

REGISTER OF DEEDS

Recorded	_____ / _____
General	_____ / _____
Numerical	_____ / _____
Photostat	_____ / _____
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Scanned	_____ / _____

**FILED**

2013 JUL 22 AM 9:31

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR, NE

NEBRASKA DOCUMENTARY STAMP TAX	
Date	<u>July 22, 2013</u>
\$ Exempt #	<u>4</u> By <u>KAM</u>

DEED

KNOW ALL BY THESE PRESENTS that Dana College Foundation, Inc., a Nebraska nonprofit corporation, ("Grantor"), for valuable consideration, does hereby grant, sell, convey, transfer, assign, to Krejci Development, LLC, a Nebraska limited liability company, its successor and assigns ("Grantee"), certain real estate located in the City of Blair, County of Washington, and State of Nebraska, which is described as follows:

Tax Lot 162, in Section 10, Township 18 North, Range 11 East of the 6<sup>th</sup> P.M., in the City of Blair, Washington County, Nebraska,(the "Property").

Grantor does hereby covenant that during the administration of the Property by the Receiver pursuant to the Order of Appointment of Receiver entered on July 9, 2010 in a civil action titled *Wells Fargo Bank, National Association, Trustee v. Dana College*, Case No. CI 10-175 in the District Court of Washington County, Nebraska ("Order"), Grantor has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited. Except for this foregoing covenant, and except for the representations and warranties of Grantor contained in that that certain Purchase and Sale Agreement Dated As Of May 17, 2013 by and between Cordes & Company, Receiver for Dana College (Receiver), Dana College Foundation, Inc. (Grantor herein), and Krejci Development, LLC (the "Purchase and Sale Agreement"), the Property is conveyed AS-IS, without any other covenant, representation or warranty of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded.

The Property is conveyed and the Deed is executed pursuant to the Order Approving Sale filed July 2, 2013, in the District Court of Washington County, Nebraska in the aforementioned case (Sale Order), and the July 25, 2011 Stipulation on Motion for Turnover and April 20, 2011 Order and July 28, 2011 Order of the District Court of Washington County, Nebraska, in Case No. CI 10-175, the Purchase and Sale Agreement, and any other orders of the Court. The Property is conveyed by the Grantor without any warranty by the Grantor or the Receiver, except as expressly set forth above and subject to all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area,

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