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Document executed in: STATE OF NEBRASKA COUNTY OF DOUGLAS

County Seal

RECORDING REQUESTED BY AND WHEN RECORDED PLEASE RETURN TO:

John M.Murante 2411 O Street, Ste 2 Omaha, Nebraska 68107 402-734-5337

JOHN M. MURANTE

) AFFIDAVIT to include
) CONVEYANCE AGREEMENT
)

RE: Lien to be placed on property located at 5002 S 24th Street, Omaha, Nebraska 68107

The undersigned affiant, John M. Murante, being first duly sworn, hereby deposes and says:

- 1. I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and I am competent to make this affidavit.
- 2. That I am the creditor mentioned in the Conveyance Agreement dated August 5<sup>th</sup>, 2002, which along with this affidavit comprise the entire affidavit.
- 3. I hereby certify that the attached records are true and accurate copies of all the related records that are kept under my custody or the custody of persons in my office, that pertain to the Conveyance Agreement dated August 5, 2002, by and between Property Ventures LLC; Sam Murante, Co-Manager, Property Ventures LLC; Robert L. Pelshaw, Co-Manager, Property Ventures LLC; as Grantors, and John M. Murante and Sam J. Murante, as Grantees.

(continued on next page)
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4. This affidavit refers to the following property.

Owner: Property Ventures LLC

Occupant: Property Ventures LLC, 5002 S 24th Street, Omaha, Nebraska

68107

Commonly known address: 5002 S 24<sup>th</sup> St, Omaha, Nebraska 68107 & 5006 S 24<sup>th</sup> St, Omaha, Nebraska 68107 & 5015 S 25<sup>th</sup> St, Omaha, Nebraska 68107

Douglas County, Nebraska: Parcel Number – 0411600000

Legal:

5002 S 24th St

SOUTH OMAHA CITY LOTS LOT 1 BLOCK 84 60 X 150, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

Other related properties:

5006 S 24th St

SOUTH OMAHA CITY LOTS LOT 2 BLOCK 84 N 36 FT 36 X 150, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

5015 S 25th ST

SO OMAHA 1ST ADD LOT 10 BLOCK 2 60 X 150, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

5. This affidavit is intended to convey the stated ownership interest from the Grantors to the Grantees and encumber the property described in # 4 above to secure payment upon the sale of the property in which case payment must be made directly from the sale.

This, the 19<sup>th</sup> day of October, 2009.

John M. Murante

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Page 2 of 4

Acknowledgment
State of Nebraska
County of Douglas
The foregoing instrument was acknowledged before me this
Char, 2009
17 Hay of cotobs by John M. Murante
Maria
Notary Public signature
A GENERAL NOTARY-State of Nebraska
I II MARISELA ROBLES
My Comm. Exp. Auro 29, 2012
Affix Seal Here

## Conveyance Agreement



For value received, the undersigned, PROPERY VENTURES LLC, (herein called "Grantors") for the consideration of One Hundred Thousand and NO/100 Dollars (\$100,000.00), in hand paid, conveys unto John M. Murante and Sam J. Murante a fully undivided 25% ownership interest in property known as South Omaha City Hall building and located at 5002-5006 South 24<sup>th</sup>, Omaha, Nebraska 67107 and legally described as:

Lot 1 and the North 36 feet of Lot 2, Block 84, South Omaha City Lots, together with Lot 10, Block 2, South Omaha Addition, in Omaha, Douglas County, NE.

Buy back provision: At any time within the next 24 months beginning August 5<sup>th</sup>, 2002, the Grantors may buy back the ownership interest conveyed herein by paying to the Grantees the greater of the actual value of the Grantees ownership interest based upon a current appraisal or One Hundred Twenty Five Thousand and NO/100 Dollars.

Tax Credits: Grantees are aware that they will receive tax credits in an amount not to exceed 25% of the anticipated total amount of \$60,000.00 in tax credits available.

<u>Maximum Loan:</u> The Grantors agree that the maximum amount of loan debt to be placed against the property shall be the sum of \$325,000.00.

<u>Governing Law:</u> This agreement shall be interpreted, construed and enforced according to the laws of the State of Nebraska.

Grantors:
Sam Murante, Manager, Property Ventures LLC
Bob Pelshaw, Manager, Property Ventures LLC
Grantees:  M. M. Muranto
John W. Murante
1.116-
Sam J. Murante

Soch / Dec 15/2002

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