

19-40679-TLS Chad Jindra**Case type:** bk **Chapter:** 12 **Asset:** Yes **Vol:** v **Chief Judge:** Thomas L. Saladino**Date filed:** 04/22/2019 **Date of last filing:** 02/05/2020

History

Doc. No.	Dates	Description
1	Filed & Entered:04/22/2019	Voluntary Petition (Chapter 12)
2	Filed & Entered:04/22/2019	Auto-Docket of Credit Card/Debit Card
3	Filed & Entered:04/22/2019	Certificate of Credit Counseling
4	Filed & Entered:04/22/2019	Order to Debtor to Deposit 200.00 to Chapter 12 Trustee.
5	Filed & Entered:04/22/2019	Meeting of Creditors Chapter 12 Individual
6	Filed & Entered:04/22/2019	Notice of Appearance and Request for Notice
7	Filed & Entered:04/24/2019	BNC Certificate of Mailing
8	Filed & Entered:04/25/2019	BNC Certificate of Mailing - Meeting of Creditors
9	Filed & Entered:05/03/2019	Creditor Request for Notices
10	Filed & Entered:05/06/2019	Notice of Appearance and Request for Notice
11	Filed & Entered:05/06/2019 Terminated: 05/07/2019	Motion to Extend Time
12	Filed & Entered:05/07/2019	Order on Motion to Extend Time
13	Filed & Entered:05/28/2019	Schedule A/B
13	Filed & Entered:05/28/2019	Schedule C - Exempt Property
13	Filed & Entered:05/28/2019	Schedule D
13	Filed & Entered:05/28/2019	Schedule E/F
13	Filed & Entered:05/28/2019	Schedule G: Executory Contracts and Unexpired Leases
13	Filed & Entered:05/28/2019	Schedule H: - Codebtors
13	Filed & Entered:05/28/2019	Schedule I - Your Income
13	Filed & Entered:05/28/2019	Schedule J - Current Expenditures
13	Filed & Entered:05/28/2019	Summary of Assets and Liabilities
13	Filed & Entered:05/28/2019	Statement of Financial Affairs
13	Filed & Entered:05/28/2019	Disclosure of Compensation of Attorney for Debtor
13	Filed & Entered:05/28/2019	Verification of Matrix
	Filed & Entered:06/10/2019	Meeting of Creditors Held
14	Filed & Entered:06/17/2019	Jurisdictional Affidavit
15	Filed & Entered:06/17/2019 Terminated: 06/17/2019	Motion to Compel
16	Filed & Entered:06/17/2019	Order on Motion to Compel
17	Filed & Entered:06/17/2019	Certificate of Service
18	Filed & Entered:07/05/2019	Status Report
19	Filed & Entered:07/22/2019 Terminated: 07/22/2019	Motion to Extend Time

20	<i>Filed & Entered:07/22/2019</i>	● Order on Motion to Extend Time
21	<i>Filed & Entered:08/12/2019</i>	● Chapter 12 Plan
22	<i>Filed & Entered:08/26/2019</i>	● Certificate Regarding Confirmation Chapter 12/13
23	<i>Filed & Entered:08/28/2019</i>	● Objection to Confirmation of the Plan
24	<i>Filed & Entered:09/03/2019</i>	● Objection to Confirmation of the Plan
25	<i>Filed & Entered:09/04/2019</i>	● Hearing (Bk)
26	<i>Filed & Entered:09/20/2019</i>	● Administrative Order Text Only
27	<i>Filed & Entered:10/04/2019</i>	● Amended Chapter 12 Plan
28	<i>Filed & Entered:10/25/2019</i>	● Objection to Confirmation of the Plan
29	<i>Filed & Entered:10/25/2019</i>	● Objection to Confirmation of the Plan
30	<i>Filed & Entered:10/28/2019</i>	● Administrative Order Text Only
31	<i>Filed & Entered:10/29/2019</i>	● Order Regarding Plan / Amended Plan
32	<i>Filed & Entered:11/08/2019 Terminated: 12/26/2019</i>	● Amended Chapter 12 Plan
33	<i>Filed & Entered:11/27/2019</i>	● Objection to Confirmation of the Plan
34	<i>Filed & Entered:11/27/2019</i>	● Objection to Confirmation of the Plan
35	<i>Filed & Entered:12/02/2019</i>	● Administrative Order Text Only
36	<i>Filed & Entered:12/03/2019</i>	● Preliminary Pretrial Order
37	<i>Filed & Entered:12/03/2019</i>	● Hearing (Bk)
38	<i>Filed & Entered:12/26/2019</i>	● Order Regarding Plan / Amended Plan
39	<i>Filed & Entered:01/14/2020</i>	● Amended Chapter 12 Plan
40	<i>Filed & Entered:01/31/2020</i>	● Sell Free and Clear Under 11 U.S.C. Section 363(f)
41	<i>Filed & Entered:01/31/2020</i>	● Auto-Docket of Credit Card/Debit Card
42	<i>Filed & Entered:02/03/2020</i>	● Consent
43	<i>Filed & Entered:02/05/2020</i>	● Entry Re: Domestic Support Obligation

PACER Service Center			
Transaction Receipt			
02/05/2020 16:09:09			
PACER Login:	tcn22015	Client Code:	
Description:	History/Documents	Search Criteria:	19-40679-TLS Type: History
Billable Pages:	2	Cost:	0.20

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF:)	
)	CASE NO. BK19-40679
)	
CHAD JINDRA,)	CHAPTER 12
)	
Debtor.)	MOTION TO SELL REAL PROPERTY
)	FREE AND CLEAR OF LIENS
)	

Chad Jindra, by and through his attorney, David P. Thompson, hereby moves the Court pursuant to 11 U.S.C. §§363(b)(1), 363(f), 1203, and 1206 for an Order permitting Debtor to sell real property free and clear of all liens as described below:

1. Debtor has entered into an agreement for and proposes to sell approximately 69.5 acres of real property owned by him, legally described as a portion of the South ½ of the Northeast 1/4, except acreage tract, of Section 18, Township 7 North, Range 1 East of the Prime Meridian, Saline County, Nebraska (exact legal description subject to pending survey) (“Property”). A copy of the agreement is attached to this Motion.
2. The buyer of the property is Gary Tuttle and is not related to Debtor by blood, marriage or any business association.
3. The secured creditors who have liens against the Property and the approximate amount owed to each are as follows:
 - a. Saline County Treasurer - \$8,204.18
 - b. First Bank of Utica - \$17,954.32
 - c. First Bank of Utica - \$240,447.96
 - d. PHI Financial Services, Inc. - \$30, 311.70
 - e. WRMB, Inc. - \$18,188.25
 - f. Robert Schmitt - \$20,411.30
 - g. Internal Revenue Service - \$56,208.97
 - h. JD Assets LLC - \$7,118.27
4. Anita Meyer of Home & Country is the listing agent for Seller in connection with the Property and is not related to Debtor by blood, marriage or business association apart from acting as Realtor in this transaction.
5. The anticipated closing date of the sale of the real property is February 27, 2020.
6. An itemized estimate of closing costs, including Realtor’s fee, is attached to this Motion.

7. The proceeds of the sale, less closing costs, 2019 real estate taxes, and fees, and in accordance with Debtor's plan shall be paid to the Chapter 12 Trustee and distributed as follows:
 - a. Saline County Treasurer - \$8,204.18 or such amount necessary to pay Claim #4 of Saline County Treasurer in full
 - b. James Overcash, Chapter 12 Trustee - \$6,000 trustee's fees
 - c. David P. Thompson, attorney for Debtor - \$8,000.00 toward administrative claim for Debtor's attorneys fees
 - d. First Bank of Utica - \$17,954.32 or such amount necessary to pay Claim #8 of First Bank of Utica in full
 - e. First Bank of Utica - all remaining proceeds from sale after making the above payments to be credited toward Claim #9 of First Bank of Utica.

8. All secured creditors who have liens against the Property and are not receiving any distribution from the proceeds of the sale hold liens junior to those of Saline County Treasurer and First Bank of Utica and would not receive any proceeds from the sale under applicable law of the State of Nebraska.

WHEREFORE, Debtor prays for an order from the Court permitting Debtor to sell real property as described in this Motion free and clear from all liens and for such other relief as the Court may deem just.

Dated: January 31, 2020.

CHAD JINDRA, Debtor

By: /s/ David P. Thompson
David P. Thompson, #20171
THOMPSON LAW PC LLO
330 South 10th Street, Suite 220
Lincoln, NE 68508
(402) 474-0374
(855) 855-7590 Facsimile
david@thompsonlawpclo.com

NOTICE

You are hereby notified pursuant to Neb. R. Bankr. P. 9013-1 and 9006-1 as follows:

On January 31, 2020, David P. Thompson of Thompson Law PC LLO, attorney for Chad Jindra, Debtor, filed this Motion to Sell Real Property.

Any resistance to the Motion to Sell Real Property shall set forth the specific factual and legal basis and conclude with a particular request for relief. Debtor is seeking an order for a shortened resistance date such that any such resistance must be filed and served on or before **February 21, 2020**. A copy of any resistance or request shall be served upon David P. Thompson, 330 South 10th Street, Suite 220, Lincoln, NE 68508.

If the resistance period expires without the filing of any resistance or request for hearing, the Court will consider entering an order granting the relief sought without further notice or hearing. If a timely resistance or request for hearing is filed and served, the Clerk shall schedule a hearing.

Dated: January 31, 2020.

/s/ David P. Thompson

CERTIFICATE OF SERVICE

I hereby certify that on January 31, 2020, I caused filing of the foregoing with the Clerk of the Bankruptcy Court using the CM/ECF system, and further certify that on the same date I mailed by United States Postal Service, postage prepaid, the document to the non-CM/ECF participants on the current matrix.

/s/ David P. Thompson



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association, and as such is governed by its Code of Ethics and Rules and Regulations.

LAND PURCHASE AGREEMENT

HOME & COUNTRY, LLC 133 Maple Street Friend, NE 68359

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Anita K. Meyer of Home & Country, LLC (402) 947-1193 (agent's cell) Is the agent of: XX Seller exclusively; Buyer exclusively; both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- 1. Address: No site address
2. Legal Description: S1/2 NE1/4, except acreage tract, Section 18-T7N-R1E Saline County, Nebraska. Complete legal to be determined by survey
3. Personal Property. Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. Seller will remove all personal property prior to closing. Any personal property not removed will become the property of the Buyer after closing unless arrangements have been made prior to closing. The only personal property included is as follows: Deer stand
4. Price. Buyer agrees to pay \$2400/acre X exact number of acres to be determined by survey. (Estimated at 69 - 70 total acres. Median 69.5 acres X \$2400 = approximate purchase price of \$166,800) on the following terms: an earnest money deposit of 10% of the estimated purchase price above = \$16,680.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # A:
A. Cash at Closing - No Financing Being Required: Balance of \$150,120 plus all applicable fees shall be paid in cash, or by certified or cashier's check at time of closing.
B. Conditional Upon Loan: Balance of \$ shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ on the following terms: initial interest not exceeding % per annum; amortized over not less than years; points not to exceed. Loan origination and all service fees shall be paid by Buyer. Buyer agrees to make application for the loan within days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.
5. Title. Seller agrees to convey marketable title to Buyer by warranty deed free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be divided equally between Buyer and Seller.
6. Real Estate Taxes/Prorations. Seller shall pay all taxes to and including the 2019 calendar year taxes. Taxes for the 2020 calendar year shall be the responsibility of the Buyer.
7. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.
8. Maintenance/Repairs/Replacements Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession.
9. Due Diligence. This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before February 15, 2020 (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before 5 business days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate 5 business days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

Seller: [Signature] Buyer: [Signature]
Date: 1-27-2020 Date: 1-27-2020

~~10. Utilities. Seller agrees to have the Exhibit Purchase Agreement, Page 2 of 4, for inspections and/or appraisal. Electric; Gas; Water; Other~~

11. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. Condition of Property. Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing, AND (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

13. Risk of Loss. Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller.

14. Possession and Closing. Closing of the sale shall be on February 27, 2020. Possession of Property shall be given on closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be TitleCore National and escrow closing charges shall be paid 1/2 by Buyer and 1/2 by Seller

16. Rescission, Termination or Default. If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. Foreign Investment and Real Property Tax Act (FIRPTA). The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within 5 days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. Tax Deferred Exchange. In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. Rights of Persons in Possession.
~~If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.~~

20. Acres. The Seller makes no warranty, either expressed or implied, as to the number of acres being sold and conveyed as part of this transaction. The selling price per acre as agreed upon between Buyer and Seller shall be determined only for purposes of establishing the consideration to be paid by the Buyer regardless of the number of acres contained in the tract as described on the deed of conveyance.

~~**21. Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.~~

22. Environmental. Buyer hereby acknowledges the possibility of hazardous materials, at some time in the past, being spilled on the above described property or the possible existence of seen or unseen dump sites on the above-named property. The seller in not aware of any spilling of any hazardous materials in the past or the existence of any dump sites. Buyers agree that Seller or Realtor, its agents or assigns, shall NOT be required to provide an environmental audit, nor will the Seller or Home & Country LLC, its agents or assigns be responsible or liable for any cleanup of any hazardous substances or dumpsite.

Seller: [Signature] Buyer: [Signature]
Date: 1-27-2020 Date: 1-27-2020

23. Use. Case No. 19-40379-THS Doc 40-1 Filed 01/31/20 Entered 01/31/20 17:24:35 Desc Exhibit Purchase Agreement Page 3 of 4
24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before February 27, 2020 at 5:00p.m.
25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.**

- A. Buyer and Seller agree a written, perpetual, access easement will be provided to the Buyer across the Seller's property to enable the Buyer to access the rear grass acres of the property. The legal description of the easement will be determined by the Surveyor and a mutually agreeable attorney will be utilized to draw up the easement. Easement will be 30' in width, perpetual and filed of record at the Saline County Courthouse. Attorney fees to draw up the easement will be divided equally between Buyer and Seller.
- B. Seller agrees to allow the Buyer a temporary easement until fence is installed, 5 - 8' in width on the Seller's side of the boundary line for the Buyer to install a boundary fence. Buyer may remove trees, as needed for fence installation, within 5' of the property line on the Seller's side without permission from the Seller. Buyer agrees to notify Seller of when he will be on Seller's property for installation of said fence. If Buyer and Seller desire to have a formal easement drawn up, attorney cost will be divided equally. Otherwise, this contract will suffice as notice of the easement.
- C. Survey costs shall be divided equally between Buyer and Seller.

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) SURVEY TO BE ATTACHED UPON COMPLETION

28. **Mediation and Arbitration.** XX [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statues.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

Seller: [Signature] Buyer: [Signature]
Date: 1-27-2020 Date: 1-27-2020

(e) Exclusions. The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed.

30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Gary Tuttle (BUYER) [Signature] DATE 1-27-2020
ADDRESS: 815 Edward Street Friend, NE 68359 / PHONE: 1-402-416-4002 / EMAIL: gtuttle@tuttleinc.com

NAMES FOR DEED: TO BE DETERMINED

Check one: JTWROS; Tenants in common; Other _____
Check one: Husband and Wife; Single Person; Other _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: Gary Tuttle the sum of \$16,680.00 by check to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property, or clear title can not be obtained within the time specified the earnest money shall be refunded.

[Signature]
Anita K. Meyer, Home & Country, LLC

Acceptance of All Terms: Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Chad Jindra (SELLER) [Signature] DATE 1-27-20
ADDRESS: 949 County Road 200 Friend, NE 68359 / PHONE: 1-402-366-6778 / EMAIL: chadjindra@yahoo.com

Buyer and Seller acknowledge receipt of a fully executed copy of the purchase agreement.

[Signature] 1-27-20 [Signature]
Chad Jindra Date Gary Tuttle Date

Seller: [Signature] Buyer: [Signature]
Date: 1-27-2020 Date: 1-27-2020

SELLER: Chad Jindra
BUYER: Gary Tuttle

PROPERTY: S1/2 NE1/4, except acreage tract, Section 18-T7N-R1E Saline County, Nebraska.

ESTIMATED CLOSING DATE: 02/27/2020 **DATE PREPARED:** 01/27/2020

The Nebraska Real Estate License act requires the disclosure of the categories, cost and estimates of the amounts that you as a Seller may be expected to pay at closing based upon the offer you received.

DESCRIPTION	DEBIT (Expenses)	CREDIT (Income)
Purchase Price (estimated based upon 69.5 ac X \$2400/ac)		\$166,800.00
Documentary Tax (\$2.25/\$1000)	\$375.75	
1/2 Title insurance to TitleCore National	\$295.75	
1/2 Escrow Closing Fee to TitleCore National	\$250.00	
1/2 Survey Fee to Land Tech	\$750.00	
1/2 Attorney Fees for Easement(s)	\$250.00	
1/2 Filing Fee for easement	\$8.00	
2017 & 2018 Real Estate Taxes plus interest (estimate)	\$14,374.65	
2019 Real Estate Taxes	\$6,502.78	
Commission (5%)	\$8,340.00	
Balance Due Seller and/or for Loan/Debt payoff	\$135,653.07	
TOTALS	\$166,800.00	\$166,800.00

ACKNOWLEDGEMENT


The foregoing information is based upon information provided by the Buyer/Seller. When a line above contains the word "unknown" (unk) or "Not Applicable" (N/A), the Seller should satisfy him/herself that no charge or sums will be due at closing with regard to such item. Home & Country LLC assumes no liability for the accuracy of this estimate and Buyer/Seller is not entitled to rely upon any item of the foregoing for accuracy. Estimates may vary as to the time and place of closing, financing or other conditions which are as yet undetermined.

Seller agrees to reimburse Home & Country, LLC for any expenditures made on behalf of the Buyer or Seller. (Examples of expenditures include but are not limited to; Deed, Death Certificate, DOT, DOT Release, Documentary Stamp tax, e-filing fees.)

Buyer authorizes agent or Escrow agent to disclose pertinent details of the above transaction to the County Clerk. The above estimated closing statement, prepared by Home & Country, LLC, has been received, read and approved by the undersigned.

RETAIN FOR INCOME TAX PURPOSES

Copy Received and Approved


1-29-20

Chad Jindra / Date



 Agent Signature / Date

