## **Old Republic National Title Insurance Company**

## Schedule A

ALTA COMMITMENT

File No. 23957C-17 Revision Number 5

1. Commitment Date: October 24, 2017 at 8:00am

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount:

Premium:

Proposed Insured:

(b) 2006 ALTA Loan Policy

Proposed Policy Amount: \$25,820,097.00

Premium: \$26,228.22

Proposed Insured: Springfield First Community Bank, it's successors and/or assigns as their interests may MOS SIB APD 14

appear

(c) Endorsements to be issued:

NE Insured Closing Letter Endorsement	Premium \$25.00
ALTA 3.2-06 Zoning - Land Under Development	Premium \$150.00
ALTA 8.2-06 Endorsement (EPL)	Premium \$25.00
ALTA 9.3-06 Endorsement (Cov, Cond and Rest)	Premium \$25.00
ALTA 17-06 Endorsement (Access)	Premium \$25.00
ALTA 17.2-06 Endorsement (Utility Facility)	Premium \$25.00
ALTA 18.1-06 Endorsement (Tax Parcel)	Premium \$25.00
ALTA 19-06 Endorsement (Contiguity)	Premium \$25.00
ALTA 32-06 Construction Loan Endorsement	Premium \$No Charge
ALTA 37-06 Endorsement (Assign of Leases)	Premium \$25.00

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Vecino Natural Bridge, LLC, a Missouri limited liability company Vesting Deed

The Land is described as follows:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION

Issued through the Office of:

TitleCore National, LLC 9140 West Dodge Road, Suite 380 Omaha, NE 68114

1X-12098029

This page is only 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.

Monney Sow

Authorized Signatory

#### EXHIBIT "A"

#### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

#### Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

#### Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of Izard Street; thence West 6.00 feet along said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

#### Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

#### Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

# **Old Republic National Title Insurance Company**

### Schedule B - I

ALTA COMMITMENT

File No. 23957C-17 Revision Number 5

#### REQUIREMENTS

All of the following requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment 1. 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.
- Pay the agreed amount for the estate or interest to be insured. 2.
- Pay the premiums, fees, and charges for the Policy to the Company. 3.
- any amendments thereto, in favor of Springfield First Community Bank, securing a specific stated amount or maximum indebtedness. (NOTE: If the loan document to be recorded is a Deed of Trust/Trust Deed, the Revised Statutes of Nebraska Section 76-1003 state that the Trustee of a trust deed shall be: (a) a member of the Nebraska State Bar Association or a licensed real estate broker of Nebraska; (b) any bank, building and loan association or credit union authorized to do business in Nebraska.

  United States; (c) any corporation authorized to conduct a trust have trustee of a trust deed shall be: (a) a member of the Nebraska savings and loan association or credit union authorized to do business in Nebraska.

  United States; (c) any corporation authorized to conduct a trust have trustee of a trust deed shall not trustee of a trust deed shall not trustee on a trust deed shall not tr a. Construction Deed of Trust from Vecino Natural Bridge, LLC, a Missouri limited liability company, executed by its authorized manager, member or officer(s) in accordance with its articles of organization, operating agreement and savings and loan association or credit union authorized to do business in Nebraska under the laws of Nebraska or the United States; (c) any corporation authorized to conduct a trust business in Nebraska under the laws of Nebraska or the United States; or, (d) any title insurer authorized to do business in Nebraska under the laws of Nebraska; and, the appropriate exception will be made thereto in the final loan policy to be issued hereunder.) Note: Said Deed of Trust
  - b. Second Construction Deed of Trust from Vecino Natural Bridge, LLC, a Missouri limited liability company, executed by its authorized manager, member or officer(s) in accordance with its articles of organization, operating agreement and any amendments thereto, in favor of Springfield First Community Bank.securing a specific amount or maximum indebtedness. (NOTE: 15th 1 amount or maximum indebtedness. (NOTE: If the loan document to be recorded is a Deed of Trust/Trust Deed, the Revised Statutes of Nebraska Section 76-1003 state that the Trustee of a trust deed shall be: (a) a member of the Nebraska State Bar Association or a licensed real estate broker of Nebraska; (b) any bank, building and loan association, savings and loan association or credit union authorized to do business in Nebraska under the laws of Nebraska or the United States; (c) any corporation authorized to conduct a trust business in Nebraska under the laws of Nebraska or the United States; or, (d) any title insurer authorized to do business in Nebraska under the laws of Nebraska; and, the trustee of a trust deed shall not be the beneficiary named in the trust deed unless the beneficiary is qualified to be a trustee under subdivisions (b) or (c) above. If a non-qualified trustee is named in the Deed of Trust/Trust Deed, appropriate exception will be made thereto in the final loan policy to be issued hereunder.) Note: Said Deed of Trust must recite on its face that it is to be construed as a "Construction Security Agreement" under Nebraska law.
    - b. Notice of Commencement must be recorded immediately after the construction loan documents.
    - A complete copy of the Articles of Organization, the Operating Agreement and any amendments thereto for Vecino 5. Natural Bridge, LLC, a Missouri limited liability company, must be furnished to this Company for our review. NOTE: The Company hereby reserves the right to make further requirements as may be necessary after review of the said

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2017 09446

documents. Note: Title Company has received copies of the Articles and Operating Agreement. Note: Articles of Organization and Operating Agreement received by Title Company. Note: Certificate of Organization and Operating Agreement received by Title Company

- 6. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of Vecino Natural Bridge, LLC, a Missouri limited liability company with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
- 7. Execution of the Affidavit Regarding Owner by the titleholder.
- 8. Intentionally deleted. Construction Lien released.
- 9. In order to issue the ALTA 3.2 Endorsement, we REQUIRE a zoning vertication letter from the City of Omaha Planning Department and REQUIRE a copy of the final approved Site and Elevation plans.
- 10. REQUIRE a current finalized ALTA survey in order to issue the following endorsements: ALTA 3.2, 9.3, 17, 17.2, and 19.

NOTE: Please 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.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.

VECINO STUDENT, LLC

MOMBERL

NATURAL BRIDGE INVESTORS, LP PART

MOMBERL

MOMBERL

MATTHEW

NATURAL BRIDGE MANAGEMENT LLC

CAPOR NEINVESTORS

MATTHEW

O'REPLY

O'REP

### Old Republic National Title Insurance Company

## Schedule B - II

ALTA COMMITMENT

File No. 23957C-17 Revision Number 5

#### **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. General taxes assessed under Tax Key No. 2826 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$2,172.72, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. NOTE: In its legal description, this tax key number does not include the ½ vacated alley adjoining Lots 7 & 8, Block 183½ on the North. The alley is taxed as part of Parcel E. (Parcel A)

General taxes assessed under Tax Key No. 2878 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$14,791.02, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel B)

General taxes assessed under Tax Key No. 2879 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$3,909.64, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel C)

General taxes assessed under Tax Key No. 2880 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$1,742.40, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel D)

General taxes assessed under Tax Key No. 0336 0000 14 for the year 2016 payable in the year 2017 levied in the amount of \$141.64, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. NOTE: In its legal description, this tax key includes a vacated alley adjoining on the East for which we find no vacation. (Parcel E) Special assessment for weeds billed August 15, 2017

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The lien of the second half of the general taxes for 2016, due December 31, 2016 and payable in 2017, 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 the County Treasurer for collection at the date hereof.

- 4. Easements reserved by Ordinance No. 16637 recorded August 31, 1950 in Book 255 at Page 350 of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in the vacated alley; and and reserves the right the authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of the vacated alley adjoining Parcel A.
  - a. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as Instrument No. 2016079902 of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance.
  - b. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as <u>Instrument No.</u>

    2017006274 of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.
  - c. Disclaimer and Release dated October 10, 2016 and recorded January 26, 2017 as <u>Instrument No. 2017006677</u> of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its rights reserved by the above referenced Ordinance.
  - d. Disclaimer and Release dated October 12, 2016 and recorded January 26, 2017 as <u>Instrument No. 2017006678</u> of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.
- Easements reserved by Ordinance No. 16636 recorded August 31, 1950 in <u>Book 255 at Page 373</u> of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in a portion of vacated Nicholas Street; and reserves the right the authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of vacated Nicholas Street comprising a portion of Parcel A.
  - a. Amended Ordinance No. 16675 recorded November 15, 1950 in <u>Book 257 at Page 523</u> of the Miscellaneous Records of Douglas County, Nebraska.
  - b. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as Instrument No. 2016079902 of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
  - c. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as <a href="Instrument No.2017006273">Instrument No.2017006273</a> of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
- Easements reserved by Ordinance No. 30998 recorded July 3, 1986 in <u>Book 780 at Page 105</u> of the Miscellaneous Records of Douglas County, Nebraska, in favor of Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of the vacated alley; and reserves the right of the Union Pacific Railroad Company to operate, maintain and repair trackage existing or other trackage within that portion of the vacated alley comprising portions of Parcels B and C.
  - a. Disclaimer and Release dated October 10, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002814</u> of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its rights reserved by the above referenced Ordinance.
  - b. Disclaimer and Release dated October 12, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002815</u> of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.
  - c. Partial Release of Platted Utility Easement dated November 28, 2016 and recorded January 11, 2017 as Instrument No. 2017002816 of the Records of Douglas County, Nebraska, wherein Qwest Corporation d/b/a Century Link QC. releases its rights acquired by the above referenced Ordinance.

- d. Release of Easement dated September 26, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002819</u> of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.
- 7. Intentionally deleted.
- 8. Intentionally deleted.
- 9. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals overhead power line crossing Parcel A without benefit of an easement.
- 10. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located on Parcel B encroaches into the 20th Street Right-of-Way.
- 11. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located in the Westerly portion of Parcel C encroaches into the 20th Street Right-of-Way and the building located in the Easterly portion of Parcel C encroaches into the 19th Street Right-of-Way.
- 12. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the chain link fence encroaching over the Northerly boundary of Parcel D into the Nicholas Street Right-of-Way, over the Southerly boundary of Parcel D into the adjoining alley, and over the Easterly boundary of Parcel D into the 18th Street Right-of-Way.
- 13. Intentionally deleted.
- 14. Subject to any and all unrecorded leases, contracts, and or verbal agreements.
- Terms and provisions of Post Construction Stormwater Management Plan Maintenance Agreement and Easement filed August 31, 2017 at Instrument No. 2017069331, of the Records of Douglas County, Nebraska, executed by Vecino Natural Bridge. (Parcels A, B and C)

MTG Inst. # 2017094464, Pg: 1 of 13 Rec Date: 11/22/2017 11:31:57.197

Fee Received: \$82.00 Electronically Recorded By: MB

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

### CONSTRUCTION DEED OF TRUST THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

The lien of this Deed of Trust shall not exceed at any one time MAXIMUM LIEN. \$25,820,097.00.

THIS DEED OF TRUST is dated November 14, 2017, among Vecino Natural Bridge, LLC, A Missouri Limited Liability Company, whose address is 305 W Commercial, Springfield, MO 65803 ("Trustor"); Springfield First Community Bank, whose address is Main Office, 2006 S Glenstone, Springfield, MO 65804 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Lawrence E Kritenbrink, whose address is 1700 Farnam Street, Suite 1500, Omaha, NE 68102-2068 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Douglas County, State of Nebraska:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1020 N 19th St, Omaha, NE 68102.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surely, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. This Deed of Trust secures, in addition to the amounts specified in the Note, future advances in the amount of \$25,820,097.00, together with all interest thereon, which future advances Lender is obligated to make so long as Trustor compiles with all the terms and conditions of the Note or other loan agreement; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$25,820,097.00.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

Grents to Lender a Uniform Commercial Code Security Interest in the Personal Property and Reris.

This DEED OF TRUST, INICLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THE RELATED DOCUMENTS.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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Page 10

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Springfield First Community Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated November 14, 2017, in the original principal amount of \$25,820,097.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is November 20, 2020. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Lawrence E Kritenbrink, whose address is 1700 Farnam Street, Suite 1500, Omaha, NE 68102-2068 and any substitute or successor trustees.

Trustor. The word "Trustor" means Vecino Natural Bridge, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

VECINO NATURAL BRIDGE, LLC

VECINO STUDENT, LLC, Member of Vecino Natural Bridge, LLC

Timothy F Roth, Manager of Vecino Student, LLC

NATURAL BRIDGE INVESTORS, LP, Member of Vecino Natural Bridge, LLC

Matthew D O'Reilly, CEO and Authroized Partner of Natural Bridge Investors, LP

Page 11

LIMITED LIABILITY COM	IPANY ACKNOWLEDGMENT
STATE OF WIGGOUTE	) ) ss
	1
LLC and Matthew D O'Reilly, GEO and Authroized Par Bridge, LLC, and known to me to be members or design Deed of Trust and acknowledged the Deed of Trust to	pager of Vecino Student, LLC, Member of Vecino Natural Bridge, there of Natural Bridge Investors, LP, Member of Vecino Natural Bridge Investors, LP, Member of Vecino Natural Inated agents of the limited liability company that executed the bethe free and voluntary act and deed of the limited liability nization or its operating agreement, for the uses and purposes thorized to execute this Deed of Trust and In fact executed the Printed Name: 165616 Place of Notary Public in and for the State of Notary Public in and specific State of Notary Public in S
REQUEST FOR I	FULL RECONVEYANCE obligations have been paid in full)
To:	
The undersigned is the legal owner and holder of all In this Deed of Trust have been fully paid and satisfied. You under the terms of this Deed of Trust or pursu	debtedness secured by this Deed of Trust. All sums secured by ou are hereby directed, upon payment to you of any sums owing ant to any applicable statute, to cancel the Note secured by this his Deed of Trust), and to reconvey, without warranty, to the the estate now held by you under this Deed of Trust. Please main the contract of t
Date:	Beneficiary:
	Ву:
	lts:

### EXHIBIT "A"

#### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

#### Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

#### Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of Izard Street; thence West 6.00 feet along

said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

#### Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

#### Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

(Space above reserved for Recorder of Deeds certification)

Title of Document:

Collateral Assignment of Rents, Leases and Profits

Date of Document:

November 14, 2017

Grantor(s):

Vecino Natural Bridge, LLC

Grantee(s):

Springfield First Community Bank

Mailing Address:

Springfield First Community Bank

2006 S. Glenstone Springfield, MO 65804

Legal Description:

See Exhibit "A" attached.

## COLLATERAL ASSIGNMENT OF RENTS, LEASES AND PROFITS

THIS COLLATERAL ASSIGNMENT OF RENTS, LEASES & PROFITS ("Assignment"), is made and entered into as of this 14<sup>th</sup> day of November, 2017, by Vecino Natural Bridge, LLC, a Missouri limited liability company, with its principal address at 305 W. Commercial Street, Springfield, MO 65803 (hereinafter referred to as the "Assignor") to and for the benefit of Springfield First Community Bank (hereinafter referred to as the "Lender").

# SECTION 1 DEFINITIONS

As used herein, the following terms shall mean:

- 1.1 "<u>Deed of Trust</u>" means that Deed of Trust on the Premises (as defined below) securing the Note (as defined below) and all other Obligations (as defined below) from Assignor to Lender, and any amendments or modifications thereof.
- 1.2 "<u>Guaranty" or "Guaranties</u>" means any guaranty of payment, collection or performance by any person of the Leases or Rents (as both terms are defined below) and any obligations thereunder, and any amendments or modifications thereof.
- 1.3 "Leases" means Assignor's entire interest in and to any and all existing or future leases, sub-leases, rental agreements or tenancies, whether written or oral, now existing or hereafter coming into existence, which relate to the rental of lots or ground space within the Premises (as defined below) together with all extensions, renewals or modifications thereof.
- 1.4 "Loan Documents" shall mean all documents executed by Assignor in favor of Lender in connection with Lender's loan of \$25,820,097.00 to Assignor as evidenced by, among other things, the Note and all other documents executed by Assignor in favor of Lender with respect to any other extension of credit from Lender to Assignor.
- 1.5 "Note" means that Promissory Note of Assignor in the original principal amount of \$25,820,097.00 payable to Lender, and any amendments, extensions or renewals thereof, the terms of which are incorporated by reference herein.

#### 1.6 "Obligations" means:

- (a) the payment of the principal amount, interest and all indebtedness evidenced by the Note as well as all other indebtedness which Assignor owes to Lender whether now existing or hereafter arising; and
- (b) the payment of all other sums, with interest thereon, becoming due and payable to the Lender under the provisions of this Assignment or the Loan Documents; and
- (c) the performance and discharge of each and every obligation, covenant, agreement or liability of the Assignor contained herein or in the Loan Documents.
- 1.7 "Premises" means all of the real property and any improvements thereto situated in the County of Douglas, State of Nebraska, more particularly described in Exhibit A, attached hereto and incorporated by reference herein.
- 1.8 "Rents" means all rents, income, profits, payments or benefits of any kind arising from the Leases together with all rent, income, profits or payments for the use, possession or occupation of all or any portion of the Premises or as a result of the use or lease of any personal property located on the Premises, whether such Rents accrue before or after any foreclosure by Lender on any collateral securing payment of indebtedness owed by Assignor or during any applicable redemption period. The term shall also include any payments made pursuant to any Guaranty.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

LENDER	<b>:</b> :
--------	------------

SPRINGFIELD FIRST COMMUNITY BANK

ASSIGNOR:

VECINO NATURAL BRIDGE, LLC, a Missouri limited liability company

By: Vecino Student, LLC, a Missouri limited liability company, member

By: Natural Bridge Investors, LP, a Missouri limited partnership, member

Matt O'Reilly, CEO and Authorized Partner

STATE OF MISSOURI

COUNTY OF GREENE )

On this Uday of November, 2017, personally appeared before me Rebecca S. Scorse, to me personally known who, being by me duly sworn, did say that she is a Chief Lending Officer of Springfield First Community Bank, and acknowledged that she executed the foregoing instrument as the free act and deed of Springfield First Community Bank in her capacity as Chief Lending Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Christian County
My Commission Expires Nov. 22, 2017
Commission #13400504

Notary Public

Karen K. Lane

Print Name My Commission expires:

My Commission is in Christian County.

Place notary stamp in box above in black ink and press firmly.

STATE OF MISSOURI )	
COUNTY OF GREENE )	
On this day of November, 2017, per	sonally appeared before me Tim Roth, to me personally known
who, being by me duly sworn, did say that he is the Bridge, LLC and acknowledged that he executed	Manager of Vecino Student, LLC, a Member of Vecino Natural the foregoing instrument as the free act and deed of Vecino
Student, LLC in his capacity as Manager.	
IN WITNESS WHEREOF, I have hereun	nto set my hand and seal the day and year before written.
	Karu L. Lane
KAREN K. LANE Notary Public – Notary Seal STATE OF MISSOURI	Notary Public Karen K. Lane
Christian County My Commission Expires Nov. 22, 2017 Commission #13400504	
	Print Name My Commission expires: My Commission is in Christia ounty.

Place notary stamp in box above in black ink and press firmly.

STATE OF MISSOURI ) ) ss COUNTY OF GREENE )

On this  $\frac{1}{2}$  day of November, 2017, personally appeared before me Matt O'Reilly, to me personally known who, being by me duly sworn, did say that he is the CEO and Authorized Partner of Natural Bridge Investors, L.P., a Member of Vecino Natural Bridge, LLC and acknowledged that he executed the foregoing instrument as the free act and deed of Natural Bridge Investors, L.P. in his capacity as CEO and Authorized Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

JESSICA PEARSON Notary Public, Notary Seal State of Missouri Greene County Commission # 14951175 My Commission Expires December 23, 2018

Place notary stamp in box above in black ink and press firmly.

My Commission expires: Dec 23, 12018 My Commission is in Internet County.

# EXHIBIT A Legal Description

#### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

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#### Parcel C:

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#### Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

# CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$5,406,684.00.

THIS DEED OF TRUST is dated November 14, 2017, among Vecino Natural Bridge, LLC, whose address is 305 W Commercial Street, Springfield, MO 65803 ("Trustor"); Springfield First Community Bank, whose address is 2006 S Glenstone Avenue, Springfield, MO 65804 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Lawrence E Kritenbrink, whose address is 1700 Farnam Street, Suite 1500, Omaha, NE 68102-2068 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Douglas County, State of Nebraska:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1020 N 19th Street, Omaha, NE 68102.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surely, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$5,406,684.00.

Trustor presently assigns to Lender (also known as Beneficiary in this Dead of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property;

Page 10

the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Springfield First Community Bank, Its successors and assigns.

Note. The word "Note" means the promissory note dated November 14, 2017, in the original principal amount of \$5,406,684.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Lawrence E Kritenbrink, whose address is 1700 Farnam Street, Suite 1500, Omaha, NE 68102-2068 and any substitute or successor trustees.

Trustor. The word "Trustor" means Vecino Natural Bridge, LLC.

Page 11

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PAGREES TO ITS TERMS.	ROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR
TRUSTOR:	
TROSTOR.	
VECINO NATURAL BRIDGE, LLC	
VECINO STUDENT, LLC, Member of Vecino Natural Bridge,  By: Ilmothy F Roth, Manager of Vecino Student, LLC	LLC
NATURAL BRIDGE INVESTORS, LP, Member of Vecino Natural	ıral Bridge, LLC
1 1000	
Matthew D O'Reilly, CEO and Authroized Partner of Investors, LP	Natural Bridge
LIMITED LIABILITY COMP	ANY ACKNOWLEDGMENT
STATE OF WILLSO WY 1	)
<del></del>	) SS
COUNTY OF CIVELLE	)
Bridge, LLC, and known to me to be members or designal Deed of Trust and acknowledged the Deed of Trust and	er of Vecino Student, LLC, Member of Vecino Natural Bridge, of Natural Bridge Investors, LP, Member of Vecino Natural Bridge Investors, LP, Member of Vecino Natural ted agents of the limited liability company that executed the the free and voluntary act and deed of the limited liability atton or its operating agreement, for the uses and purposes rized to execute this Deed of Trust and in fact executed the
JESSICA PEARSON	By Jesse Klason
Notary Public, Notary Seal	Printed Name: JESSICA PECISON
State of Missouri Greene County	Notary Public in and for the State of
Commission # 14951175 My Commission Expires December 23, 2018	Residing at 4002 E WIShire  My commission expires Dec. 23, 2018
B L	My commission agrices Ut ( C) (() ()

Page 12

	REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)
To:	, Trustee
The undersigned is	he legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured b tive been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owin.
to you under the te Deed of Trust (whi parties designated)	The been fully paid and satisfied. Too are telegy mass of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by thing is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mad Related Documents to:
to you under the te Deed of Trust (whi parties designated the reconveyance a	ms of this Deed of Trust or pursuant to any applicable statute, to called the Note section by the let delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please made Related Documents to:
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#### **EXHIBIT "A"**

#### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

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#### Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

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Inst. # 2017094466, Pages: 14 of 14

said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

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#### Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

#### NOTICE OF COMMENCEMENT

#### To Whom It May Concern:

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with Neb. Rev. Stat. 52-145, the following information is stated in this NOTICE OF COMMENCEMENT.

#### Description of Property:

See Exhibit A, which is attached to this Notice and made a pert of this Notice as if fully set forth herein.

The Real Property or its address is commonly known as 1020 N 19th St, Omaha, NE 68102.

#### General Description of Improvements:

Construction of Student Housing

Vecino Natural Bridge, LLC Contracting Owner 305 W Commercial Street, Springfield, MO 65803 Address Interest in the Real Estate Fee Simple Title Holder (If other than contracting owner) Address

#### NOTE:

If, after this Notice of Commencement is recorded, a lien is recorded as to an improvement covered by this Notice of Commencement, the lien has priority from the time this Notice of Commencement is recorded.

# NOTICE OF COMMENCEMENT (Continued)

Page 2

Duration of this Notice of Commencement: Executed this 14th Day of November, 2017	24 months
CONTRACTING OWNER:	
VECINO NATURAL BRIDGE, LLC	
By: Timothy F. Roth, Manager of Vecino Student, LLC	ge, LLC
NATURAL BRIDGE INVESTORS, LP, Member of Vecino I  By Matthew D O'Reilly, CEO and Authroized Partner Investors, LP	
LIMITED LIABILITY COM	MPANY ACKNOWLEDGMENT
STATE OF WIGSOUL I	) ) ss )
On this day of Notary Public, personally appeared Timothy F Roth, Mar LLC and Matthew D O'Rellly, CEO and Authroized Parl Bridge, LLC, and known to me to be members or design Notice of Commencement and acknowledged the Notice	hager of Vecino Student, LLC, Member of Vecino Natural Bridge, ther of Natural Bridge Investors, LP, Member of Vecino Natural Bridge, LP, LP, LP, LP, LP, LP, LP, LP, LP, LP
JESSICA PEARSON Fraty Public, Notary Seal State of Missouri Greene County Smission # 14951175 Sission Expires December 23, 2018	Notary Public in and for the State of . MO Residing at 4062 t. WIShire My commission expires Dec. 23, 2019

#### **EXHIBIT "A"**

#### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

#### Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

#### Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of Izard Street; thence West 6.00 feet along

said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

#### Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

#### Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.



City of Omaha Jean Stothert, Mayor

#### Planning Department

Omaha/Douglas Civic Center 1819 Farnam Street, Suite 1100 Omaha, Nebraska 68183 (402) 444-5150 Telefax (402) 444-6140

> David K. Fanslau Director

November 15, 2017

Chelsea Fury, Paralegal Spencer Fane, LLP 2144 East Republic Road, Suite B300 Springfield, Missouri 65804 CED-CONTAIN PAY SNOSS DISTRICT ACT - ARORS OF CHILL IMPORTANCE DISTRICT DS-DOWNTOWN SORVIUS DISTRICT

NO PARKEL C SHOWN

RE: Zoning Confirmation Letter

1010 Florence Boulevard, Omaha, Nebraska (PIN 0328780000), Legally described as CITY LOTS LOT 4 BLOCK 195 1/2 VAC ALLEY & LTS 1 THRU 4 & W 9 FT VAC BD ADJ ON E BLK 195 1/2

 1920 Nicholas Street, Omaha, Nebraska (PIN 0328260000), Legally described as CITY LOTS LOT 8 BLOCK 183 1/2 -EX TRIA 5 X 5 SE COR & TRIA 5.94 X 8.4 FT SW COR- 38 FT VAC NICHOLAS ST ADJ & 17 FT VAC 20 ST ADJ & 17 FT VAC FLORENCE BLVD ADJ & ALL LTS 5 THRU 8 BLK 183 1/2

1019 Florence Boulevard, Omaha, Nebraska (PIN 0328800000), Legally described as CITY LOTS LOT 4
 BLOCK 196 1/2 LOTS 1 THRU 3 & -EX NW TRIA 15.49 X 18.36 FT TAKEN FOR ROW- 14 FT VAC ST
 ACJ & LOT 4 BLK 196 1/2

1114 Florence Boulevard, Omaha, Nebraska (PIN 1403160000), Legally described as HORBACHS 2ND ADD LOT 1 BLOCK 6 VAC ALLEY ON S & 1/2 VAC ALLEY ON W & ALL LOT 1 84.3 X 149

 1116 Florence Boulevard, Omaha, Nebraska (PIN 1403170000), Legally described as HORBACHS 2ND ADD LOT 2 BLOCK 6 S 13 INCHES & 1/2 VAC ALLEY ON W

1119 North 20th Street, Omaha, Nebraska (PIN 1403360000), Legally described as HORBACHS 2ND E
 ADD LOT 12 BLOCK 6 1/2 VAC ALLEY ON E & N 1/3 25 X 149

Ms. Fury:

The City of Omaha Planning Department received a request for information on the above mentioned property. This response confirms zoning of the above, legally described properties.

Requested Parcels, Locations and Zonings			
Parcel Identification Number	Address(es)	Zoning	
0328780000	1010 Florence Boulevard/1020 North 19th Street	CBD-ACI-1 (PL)	B
0328260000	1920 Nicholas Street	CBD-ACI-1(PL)	A
0328800000	1019 Florence Boulevard	CBD-ACI-1(PL)	<b>D</b>
1403160000	1114 Florence Boulevard	DS	00
1403170000	1116 Florence Boulevard	DS	OP
1403360000	1119 North 20th Street	DS	E
0328790000	1005 N 2011 STROUT	<b>PS</b>	C

All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 has been included with this request for your review.

The property is not within a PUD and has not required or received a zoning waiver, Conditional Use, or Special Use Permit. No zoning violations are currently open on the property. To determine compliance with current zoning regulations, an application for Site Plan Review must be submitted. Applications for a Site Plan review are located on the City of Omaha website. A link to the Site Plan Review request has been included with this request for your consideration.

If you require information regarding building permits, please contact Permits and Inspections at  $402-444-5150 \times 2120$ . This information is provided as a public service and is believed to be accurate; however, neither the

Zoning Confirmation Letter 1020 North 19<sup>th</sup> Street, et al page 2

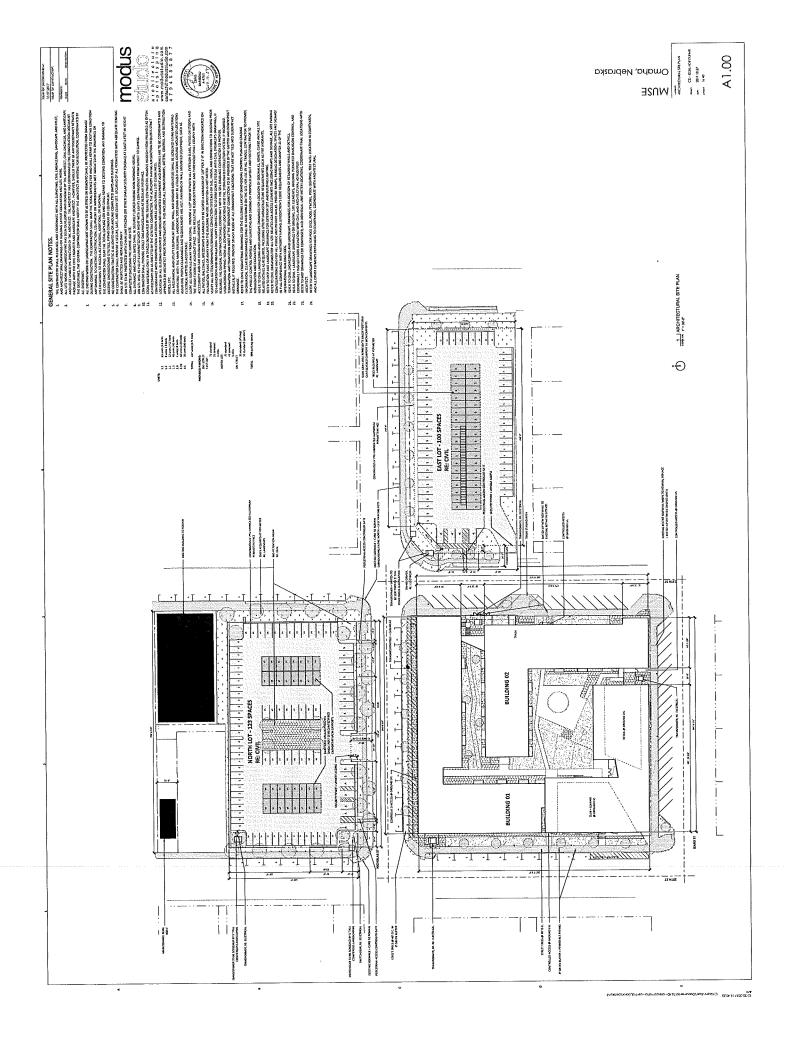
undersigned nor the City assumes liability for errors or omissions. If you have any further questions, please contact Robert Laroco at 402-444-5150 x 2056.

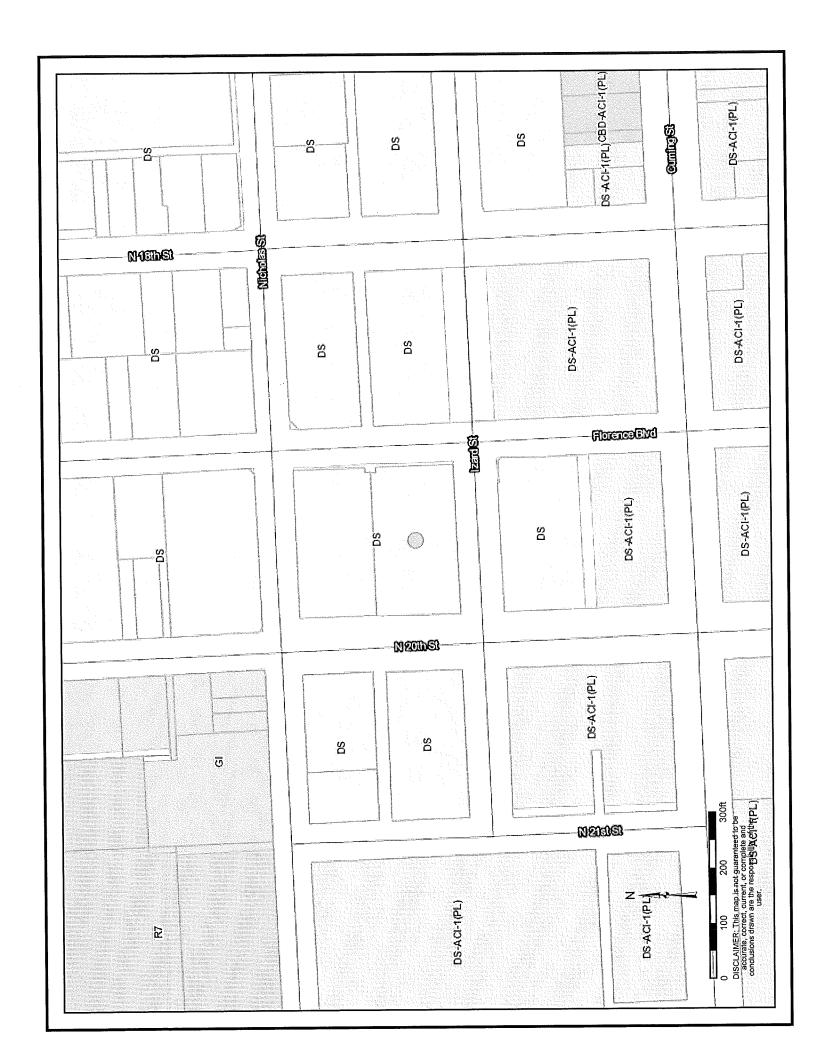
Sincerely,

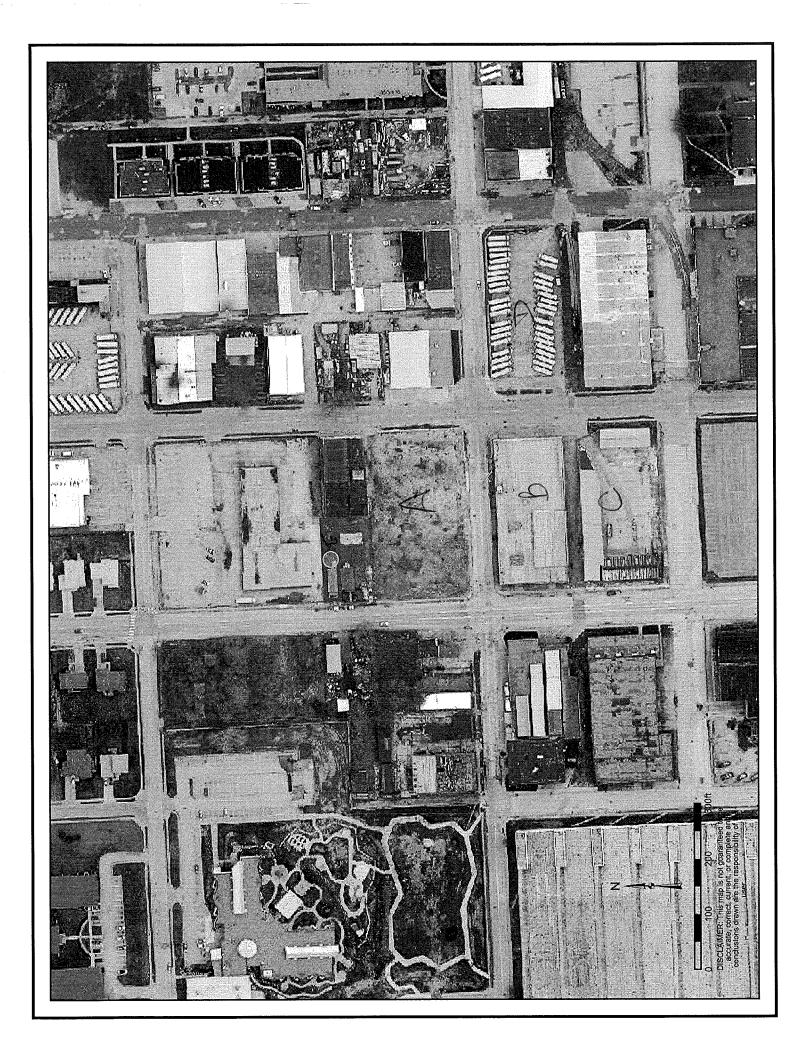
OMAHA CITY PLANNING DEPARTMENT

Eric Englund

Acting Manager, Current Planning







#### **Tom Low**

From: Tom Low

Sent: Wednesday, November 15, 2017 2:12 PM

To: Nichols, Rodney; 'Nichols, Mike'

Cc: bscorse@sfcbank.com; 'wdunlap@sfcbank.com'

**Subject:** FW: 23957C-17 and 23957CA-17 / 1020 North 19th Street, Omaha NE 68102 / Vecino

Natural Bridge

Attachments: A2.05 - BUILDING ELEVATIONS - COURTYARD.PDF; A2.00 - BUILDING ELEVATIONS -

STREET.PDF; A2.01 - BUILDING ELEVATIONS - STREET.PDF; A2.02 - BUILDING

ELEVATIONS - COURTYARD.PDF; A2.03 - BUILDING ELEVATIONS - COURTYARD.PDF; A2.04 - BUILDING ELEVATIONS - COURTYARD.PDF; A1.00 - ARCHITECTURAL SITE

PLAN.PDF; A1.01 - SITE PLAN @ GROUND.PDF; 1005 North 20th Street

ALTA-1155-16-3ALrev.pdf

Rodney and Mike. Mike had send me the attached ALTA Survey for review and just had a chance to review as I've been out of the office for a few days. A couple of items and the survey which should be revised:

- 1. In parcel B legal description, line 3 it says "North 1/3 of vacated alley..." and it should be "North ½ of vacated alley..."
- 2. Reference in the legal description refer to Florence Blvd but the survey does not show Florence Blvd. As I recall 19<sup>th</sup> street shown is also known as Florence Blvd and should be shown.

Rodney, In your email below you are asking to add the ALTA 14-06 endorsement which I will add and also the 17.2. I can issue the 19 based on the survey. Do you want the ALTA 14 on just the first mortgage I assume?

On the site and elevation plans do you a sheet showing it has been approved by the City. Being the endorsement insures it complies with all zoning regulations, we need to make sure the City has approved it. Also is this all the sheets to the site and elevation plans. The 3.2 calls for the number of sheets in the plan so just want to make sure I have them all. I've seen a few with 40 sheets or more.

Thanks.



**Tom Low** Commercial Underwriter 9140 West Dodge Road, Suite 380

Omaha, NE 68114

402.934.4758 Phone 402.452.3969 E-Fax tlow@TitleCoreNational.com

#### IMPORTANT NOTICE ABOUT WIRE FRAUD:

Never trust changes to wiring instructions sent via email. Never change wire instructions based on an email. Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via telephone call to a trusted and verified phone number just before wiring the funds. Never wire money without double-checking that the wiring instructions are correct.

Attention: The information contained herein is personal and confidential. Unauthorized distribution of this document is forbidden and may be punishable by applicable law. If you do not receive all the information described herein or if you have received this document in error, please destroy this document and call sender immediately upon receipt at the phone number listed above.

From: Nichols, Rodney [mailto:rnichols@spencerfane.com]

Sent: Friday, November 10, 2017 9:53 AM
To: Tom Low <TLow@TitleCoreNational.com>

Cc: bscorse@sfcbank.com; Wendy Dunlap (WDunlap@sfcbank.com) < WDunlap@sfcbank.com>

Subject: RE: 23957C-17 and 23957CA-17 / 1020 North 19th Street, Omaha NE 68102 / Vecino Natural Bridge

Tom:

I have attached the site plans and elevations we have been provided. You may have already received these from the borrower.

There are some remaining items I would like to address, and specifically the following:

- 1. Please add an ALTA 14-06 endorsement.
- 2. On the ALTA 17.2-06 we would like all boxes checked. The survey you have should suffice for this but if not let me know.
- 3. Based on the survey you have, can item #1 in the ALTA 19-06 be completed?

We have scheduled our closing for November 14. I will follow-up with you later today or early Monday to make sure we have our bases covered.

Best Regards, Rod

Rodney Nichols Partner Spencer Fane LLP

2144 E. Republic Road, Suite B300 | Springfield, MO 65804 O 417.888.1023 RNichols@spencerfane.com | spencerfane.com Rodney Nichols Bio

From: Tom Low [mailto:TLow@TitleCoreNational.com]

Sent: Monday, November 6, 2017 10:06 AM

**To:** Nichols, Rodney **Cc:** bscorse@sfcbank.com

Subject: 23957C-17 and 23957CA-17 / 1020 North 19th Street, Omaha NE 68102 / Vecino Natural Bridge

Rod, good morning. Please find attached the loan policy proformas for the 1<sup>st</sup> and 2<sup>nd</sup> construction deed of trust for Vecino Natural Bridge.

There are blanks on the endorsements that I can fill in after receipt of the survey and site and elevation plan. This is also assuming the 2016 taxes will be paid in full at closing.

Since you asked for an ALTA 37 (Assignment of Leases) I showed that on both policies but not sure if the second will need that also.

Thanks.



# Tom Low

Commercial Underwriter 9140 West Dodge Road, Suite 380 Omaha, NE 68114

402.934.4758 Phone 402.452.3969 E-Fax tlow@TitleCoreNational.com

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PLAN.PDF; A1.01 - SITE PLAN @ GROUND.PDF

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61

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Best Regards, Rod

Rodney Nichols Partner Spencer Fane LLP

2144 E. Republic Road, Suite B300 | Springfield, MO 65804

O 417.888.1023

RNichols@spencerfane.com | spencerfane.com

Rodney Nichols Bio

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Sent: Monday, November 6, 2017 10:06 AM

**To:** Nichols, Rodney **Cc:** bscorse@sfcbank.com

Subject: 23957C-17 and 23957CA-17 / 1020 North 19th Street, Omaha NE 68102 / Vecino Natural Bridge

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#	Status	Consideration	Grantor	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
1	V	\$0.00	HORBACHS 2ND ADD		05/13/1868	01/01/1900		PLAT - DEEDNF	DEEDNF	0003	0445	1900002689		ADD: HORBACHS 2ND ADD LOT: 1 BLK: 1 FB: 17560 NUM: 07 RE1: L 1-12 B 1;L 1-12 B 3;L 1-12 B 4;L 1- 12 RE2: B 6;L 1- 16 B 2;& L 1-16 B 5 REPLAT S 1/2 RE3: NW 1/4 SEC 15-15-13 FILED 5-13-1868	
2	V	\$0.00	COUNTY OF DOUGLAS	STOLER ALAN G	05/25/1989	01/01/1900		NS - N/S	NS	0044	0513	1989000217		ADD: FOSTERS ADD LOT: A BLK: 0 FB: 12980 NUM: 06 RE1: N1/2 RE2: & S47'E67 1/2'	
3	V	\$0.00	DOUGLAS COUNTY		08/16/1993	01/01/1900		NS - N/S	NS	0050	0590	1993000227		ADD: HIGH POINT LOT: 18 BLK: 0 FB: 16225 NUM: 0C RE1: 1/2 VAC ALLEY ADJ RE2: 1/2 VAC ALLEY	
4	V	\$0.00	SHERIFF	LAND REUTILIZATION COMMISSION	09/11/1996	08/13/1996		SHF D - DEED	DEED	2042	0550	1996011877		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 116PM; S 2/3' AND 1/2 VAC ALLEY ADJ RE2: ON THE E RE3: KW	
5	V	\$0.00	LAND REUTILIZATION COMMISSION	INTERNATIONAL OMNI TECH CORP	09/11/1996	09/10/1996		WD - DEED	DEED	2042	0551	1996011878		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 117PM; S 2/3' AND 1/2 VAC ALLEY ADJ RE2: ON THE E RE3: KW	
6	V	\$5,000.00	ATTE FLORENCE	WANAKA GAB	12/18/1996	12/18/1996		LIEN - MISC	MISC	1196	0181	1996014478		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1/2 VAC ALL	
7	V	\$4,000.00	SEEMANN LEE D TR	CLARK ED	12/24/1996	12/19/1996		QCD - DEED	DEED	2050	0493	1996016659		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1031 AM RE2: N 1/3 RE3: PA	
8	V	\$0.00	FATTE FLORENCE	WANUAKA GAB	01/17/1997	01/01/1900		MISC - MISC	MISC	1199	0029	1997000683		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 140 PM AOP 1/2 VAC ALLEY RE2: NOTICE OF LIEN REFILED 1196/181 RE3:	•

#	Status	Consideration	Grantor	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
9	V	\$0.00	CLARK EDMON	CLARK EDMON C	02/05/1997	02/05/1997		QCD - DEED	DEED	2053	0454	1997001390		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1143 AM RE2: N 1/3 RE3: HN	
10	V	\$5,136.50	INTERNATIONAL OMNITECHNICAL TRADING	FIRST UNITED BANK	07/14/1997	07/10/1997		DT - MTG	MTG	5035	0252	1997014907		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 345 PM RE2: S 2/3' 1/2 VAC ALLEY ADJ ON E RE3: PA	
11	V	\$0.00	FATTE FLORENCE	WAUAKA GABRIAL C	11/03/1998	01/01/1900		NOT - MISC	MISC	1269	0252	1998015850		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE2: S 2	
12	٧	\$0.00	FALTE FLORENCE	WANAKA G	11/29/1999	01/01/1900		REL C L - C/LIEN	CLIEN	0235	0710	1999002067	1269\252	ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: S2	
13	V	\$0.00	TEAMBANK	INTERNATIONAL OMNITECH TRADING	01/19/2000	01/14/2000		D REC - REL	REL	5945	0557	2000001368	5035\252	ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1224PM RE2: S2/3' TOG 1/2 VAC ALLEY ADJ E	
14	V	\$0.00	CITY	INTERNATIONAL OMNI TECH CORP	05/23/2007	05/01/2007		CODE ENF - CITY	CITY	0000	0000	2007058073		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1202 RE2: 1/2 VAC ALLEY ON E AND S 2/3 OF L 12	
15	V	\$1,000.00	CLARK EDMON C	MICKLIN LUMBER COMPANY INC	06/28/2007	06/18/2007		WD - DEED	DEED	0000	0000	2007073452		ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1522 RE2: N 1/3 AND 1/2 VAC ALLEY E	
16	<b>V</b>	\$0.00	CITY OF OMAHA	INTERNATIONAL OMNI TECH CORP	08/07/2009	08/06/2009		REL COND - CITY	CITY	0000	0000	2009086692	2007058073	ADD: HORBACHS 2ND ADD LOT: 12 BLK: 6 FB: 17560 NUM: 07 RE1: 1025 RE2: S2/3 TOG WITH 1/2 VAC ALLEY E	
17	V	\$0.00	METROPOLITAN UTILITIES DISTRICT	то wном	01/11/2017	09/26/2016	1	REL EASE - MISC	MISC	0000	0000	2017002817	327\421	ADD: HORBACHS 2NE ADD LOT: 1 BLK: 6 FB: 17560 NUM: 07 RE1: VAC PT OF NORTH AND SOUTH ALLEY BETWEEN RE2: 19 STREET AND 20 STREET FROM SOUTH LINE RE3: OF PAUL STREET	

#	Status	Consideration	Grantor	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
18	V	\$0.00	METROPOLITAN UTILITIES DISTRICT	то wном	01/11/2017	09/26/2016		REL EASE - MISC	MISC	0000	0000	2017002818	324\174	ADD: HORBACHS 2ND ADD LOT: 1 BLK: 6 FB: 17560 NUM: 07 RE1: VAC PT OF NORTH AND SOUTH ALLEY BETWEEN RE2: 19 STREET AND 20 STREET FROM SOUTH LINE RE3: OF PAUL STREET	
19	V	\$3,640,779.00	MICKLIN LUMBER COMPANY MICKLIN LUMBER COMPANY INC	VECINO NATURAL BRIDGE	02/15/2017	02/14/2017		WD - DEED	DEED	0000	0000	2017012407		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG WITH W14' OF VAC 19TH ST ADJ TOG RE2: WITH N1/2 OF VAC ALLEY ADJ ON SOUTH	
20	<b>V</b>	\$29,368.32	S2 ROLL OFFS LLC	VECINO NATURAL BRIDGE	07/21/2017	01/01/1900		CL - C/LIEN	CLIEN	0000	0000	2017057016		ADD: HORBACHS 2ND ADD LOT: 1 BLK: 6 FB: 17560 NUM: 07 RE1: AND VAC ALLEY ON S AND 1/2 VAC ALLEY RE2: ON	
21	V	\$0.00	S2 ROLL OFFS LLC	то wном	09/19/2017	09/08/2017		REL C L - C/LIEN	CLIEN		0000	2017074167	2017057016	ADD:HORBACHS 2ND ADD LOT:1 BLK:6 NUM:14031600	
22	V	\$25,820,097.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT - MTG	MTG		0000	2017094464		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	
23	V	\$0.00	VECINO NATURAL BRIDGE LLC	SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/15/2017		ASGN RENTS - MISC	MISC		0000	2017094465		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
24	V	\$5,406,684.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT - MTG	MTG		0000	2017094466		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
25	٧	\$0.00	VECINO NATURAL BRIDGE LLC	то wном	11/22/2017	11/14/2017	-	N COMM - C/LIEN	CLIEN	**************************************	0000	2017094467		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	

Legal Doc Search for Lot "1", Block "196.5", Subdivision "CITY LOTS", Begin Date "1/1/1854", and End Date "12/26/2017" | Total Records "5" | Verified Through Date "12/18/2017 (2017102019)."

	0 11	04	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
# Stat	\$3,640,779.00	MICKLIN LUMBER COMPANY MICKLIN LUMBER COMPANY INC	VECINO NATURAL BRIDGE		02/14/2017	rodina.	WD - DEED	DEED	0000	0000	2017012407		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG WITH W14' OF VAC 19TH ST ADJ TOG RE2: WITH N1/2 OF VAC ALLEY ADJ ON SOUTH	
2 V	\$25,820,097.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT - MTG	MTG		0000	2017094464		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	
3 V	\$0.00	VECINO NATURAL BRIDGE LLC	SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/15/2017		ASGN RENTS - MISC	Misc		0000	2017094465		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
4 V	\$5,406,684.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT- MTG	мтв		0000	2017094466		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
5 V	\$0.00	VECINO NATURAL BRIDGE LLC	то wном	11/22/2017	11/14/2017		N COMM - C/LIEN	GLIEN		0000	2017094467		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	

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#	Status	Consideration	Grantor		Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
	V	\$0.00  PARUN  PRARUN	COX COMMUNICATIONS INC  B C C		01/11/2017	10/12/2016		REL EASE - MISC	MISC	0000	0000	2017002815	780\105	ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: VAC EAST/WEST ALLEY ABUTTING AND VAC RE2: VAC EAST/WEST ALLEY ABUTTING AND VAC RE3: 19TH STREET ADJ	
6	V	\$0.00	CENTURYLINK QC QWEST CORPORATION	то wном	01/11/2017	01/01/1900		PT REL - MISC	MISC	0000	0000	2017002816	780\105	ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: VAC EAST/WEST ALLEY ABUTTING AND VAC RE2: 19TH STREET ADJ	
7	V	\$0.00	METROPOLITAN UTILITIES DISTRICT	TO WHOM	01/11/2017	09/26/2016		REL EASE - MISC	MISC	0000	0000	2017002819	780\105	ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: VAC EAST/WEST ALLEY ABUTTING LOT AND RE2: VAC 19TH STREET ADJ	
8	V	\$3,640,779.00	MICKLIN LUMBER COMPANY MICKLIN LUMBER COMPANY INC	VECINO NATURAL BRIDGE	02/15/2017	02/14/2017		WD-DEED	DEED No	NO	0000 D C 5 / 15	2017012407		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG WITH W14' OF VAC 19TH ST ADJ TOG RE2: WITH N1/2 OF VAC ALLEY ADJ ON SOUTH	
9	V	\$25,820,097.00	O VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT - MTG	мтс		0000	201709446	4	ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	
10	) V	\$0.00	VECINO NATURAL BRIDGE LLC	SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	7 11/15/2017	7	ASGN RENT: - MISC	s /		0000	201709446	5	ADD:CITY LOTS LOT: BLK:195.5 RE1:EX PT OF	I

#	Status	Consideration	Grantor	Grantee	Record Date	Instrument Date	R/Qtr/Qtr	Doc Type	Book Type	Book	Page		DocLinks	Legal	DocLinks
11	V	\$5,406,684.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK				DT - MTG	мтд		0000	2017094466		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
12	<b>V</b>	\$0.00	VECINO NATURAL BRIDGE LLC	TO WHOM	11/22/2017	11/14/2017		N COMM - C/LIEN	CLIEN			2017094467		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	

# Legal Doc Search for Lot "1", Block "195.5", Subdivision "CITY LOTS", Begin Date "1/1/1854", and End Date "12/26/2017" | Total Records "12" | Verified Through Date "12/18/2017 (2017102019)."

# S	itatus	Consideration	Grantor	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
1 V	,	\$0.00	MICKLIN LUMBER CO	MISSOURI PACIFIC RAILROAD COMPANY	12/02/1986	04/28/1986		EASE - MISC	MISC	0796	0491	1986022572		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: A STRIP OF LAND IN BLOCK 195 1/2 AND PTS RE2: OF LOTS 1THRU 8 WITHIN 8.5' EITHER SIDE RE3: OF NICHLOAS ST. LEAD TRACT 19 AND 19-103	
2 V	v	\$0.00	MICKLIN LUMBER COMPANY INC	CITY OF OMAHA	01/22/2014	01/11/2014		WD - DEED	DEED	0000	0000	2014005272		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG W/ E 14' VAC FLORENCE BLVD ABUTTING RE2: PARCEL OF LAND LOCATED IN VAC ROW E AND	
3 '	V	\$0.00	CITY OF OMAHA	то wном	09/27/2016	09/23/2016		REL EASE - MISC	MISC	0000	0000	2016079901	719\94	ADD: CITY LOTS LOT: 1 BLK: 195,5 FB: 80000 NUM: 03 RE2: PTS OF	
4	V	\$0.00	OMAHA PUBLIC POWER DISTRICT	TO WHOM	01/11/2017	10/10/2016		REL EASE - MISC	MISC	0000	0000	2017002814	780\105	ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: VAC EAST/WEST ALLEY ABUTTING AND VAC RE2: VAC EAST/WEST ALLEY ABUTTING AND VAC RE3: 19TH STREET ADJ	-

Legal Doc Search for Lot "5", Block "183.5", Subdivision "CITY LOTS", Begin Date "1/1/1854", and End Date "12/26/2017" | Total Records "6" | Verified Through Date "12/18/2017 (2017102019)."

#	Status	Consideration	Grantor	Grantee	Record Date	Instrument Date	S-T- R/Qtr/Qtr	Doc Type	Book Type	Book	Page	Instrument #	DocLinks	Legal	DocLinks
1	V	\$0.00	MICKLIN LUMBER COMPANY INC	CITY OF OMAHA	01/22/2014	01/11/2014		WD - DEED	DEED	0000	0000	2014005272		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG W/ E 14' VAC FLORENCE BLVD ABUTTING RE2: PARCEL OF LAND LOCATED IN VAC ROW E AND	
2	V	\$3,640,779.00	MICKLIN LUMBER COMPANY MICKLIN LUMBER COMPANY INC	VECINO NATURAL BRIDGE	02/15/2017	02/14/2017		WD - DEED	DEED	0000	0000	2017012407		ADD: CITY LOTS LOT: 1 BLK: 195.5 FB: 80000 NUM: 03 RE1: TOG WITH W14' OF VAC 19TH ST ADJ TOG RE2: WITH N1/2 OF VAC ALLEY ADJ ON SOUTH	
3	V	\$25,820,097.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017	) (	DT - MTG	мтв		0000	2017094464		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	
4	V	\$0.00	VECINO NATURAL BRIDGE LLC	SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/15/2017		ASGN RENTS - MISC	MISC		0000	2017094465		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
5	V	\$5,406,684.00	VECINO NATURAL BRIDGE LLC	KRITENBRINK LAWRENCE E TR SPRINGFIELD FIRST COMMUNITY BANK	11/22/2017	11/14/2017		DT - MTG	MTG	ć	0000 Pw	2017094466		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT OF	
6	V	\$0.00	VECINO NATURAL BRIDGE LLC	TO WHOM	11/22/2017	11/14/2017	And the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section in the section is a section in the s	N COMM - C/LIEN	CLIEN		0000	2017094467		ADD:CITY LOTS LOT:1 BLK:195.5 RE1:EX PT	

PARCEL A.

LOT 6,7,8 Sone-

PROPOSED INSURED:

Owner: NA Loan: Springfield First Community Bank

REQUEST TO ISSUE EXCESS RISK POLICY Complete the following information and fax or small with the commitment to your state underwriting office.

AGENT: TITLECORE NATIONAL

**AGENT NO.: A26138** 

		COUNTY: Douglas County, NE	LIABILITY:	
		AGENCY FILE NO.: 23957CA-17	Owner: NA Loan: \$5,400,000.00	
		DATE: 10/31/17	TYPE(S) OF POLICY: Owners	
			EMAIL: tlow@titlecorenation	nal.com
1.		any previous or prior title policies used as a start? mpetitor's policy, competitor name: Stewart Title I	f ORNTIC, Policy No.	Yesx No
2.	Doe	s this involve new construction?		Yes _X No
3.	Will	mechanic's lien coverage be required? Prob	pably	Yesx No
4,	Will	we be able to obtain priority?		Yesx No
5.		any endorsements other than the ALTA numbered orsements to be issued? See atlached commitme		   Yes No _x
6.	Are	there wetlands, lakes or rivers on the property?		Yes No _x
7.	Do o	surrent underwriting practices require that an inspe ey want standard exceptions deleted.	ection or survey be made?	Yesx No
8.	Will	survey coverage be required? Same as item 7.	·	Yesx No
9.	Did	the Inspection disclose any problems? No survey	received yet	Yes Nox
10.	Is th	ere access to ALL parcels?		Yesx No
11.	Are	any matters being ellminated or written over in reli	ance on an Indemnity Agreement?	Yes Nox
12,	Are	any matters being eliminaled or written over witho	ut proper documentation?	Yes Nox
13.	Are	the priorities of any liens involved being altered by	Subordination Agreement?	Yes Nox
14.	Has	this title been turned down by another underwriter	r? ·	Yes Nox
15.	ls a	subdivision or tax split involved?	•	Yes Nox
16,	Doe	s the transaction or search disclose an extraordina	ary or unusual ("extrahazardous") risk?	Yesx_Nox
Öv	er Lln	nswer to any questions other than nos. 2, 4, 7, and not for Const Loan under file 23957C-17 previous a ed Signature: Thomas G. Low, Underwriting	10 is "yes," please explain and provide approved. See attached. This will not be	documents if necessary.) for construction per lender.
-				
		upon the information above given, approval is	granted to issue the policy as reque	ested.
CC	IMMC	ENTS: TOUR ENCOUP ION 900 S	no wad of the lover	age
Da	ited:	560017 OLI	REPUBLIC NATIONAL TITLE INS	SURANCE COMPANY
Ву	·	THE THE		ORT Form 3588

# Tom Low

From: Title Services <helpdesk@titlecorenational.com>

Sent: Thursday, April 20, 2017 1:52 PM

To: Grace Manthey

**Subject:** [Fwd: ##72182## : FW: Vecino Natural Bridge, LLC]

Requester: Beth Bucklin

Due by time: Apr 21, 2017 11:13 AM

Category: Order Entry

Description:

New order for construction loan. See information below



#### Beth Bucklin

Commercial Escrow Officer 9140 West Dodge Road, Suite 380 Omaha, NE 68114 402.934.4174 Phone 402.452.3962 E-Fax bbucklin@TitleCoreNational.com

# TitleCoreNational.com

NOTE: We require funding via wire transfer

Attention: The information contained herein is personal and confidential. Unauthorized distribution of this document is forbidden and may be punishable by applicable law. If you do not receive all the information described herein or if you have received this document in error, please destroy this document and call sender immediately upon receipt at the phone number listed above.

From: Wendy Dunlap [mailto:WDunlap@sfcbank.com]

Sent: Thursday, April 20, 2017 12:11 PM

To: Beth Bucklin Cc: Becky Scorse

Subject: Vecino Natural Bridge, LLC

Good afternoon, Beth!

Thank you for all the great information earlier regarding the construction disbursing process. We will certainly want to

utilize that for our project.

For now, we would like to order a title search and commitment for a construction loan policy totaling \$24,000,000 on property located at 1020 N 19<sup>th</sup> Street, Omaha NE, owned by Vecino Natural Bridge, LLC. Your previous file# from the property purchase in January was 17835C-16 if that helps.

Please let me know if you have any questions.

We certainly look forward to working with you.

Sincerely~
Wendy Dunlap
Wendy M. Dunlap
Vice President, Commercial Loans
P(417) 851-5740 F(417) 882-8110
2006 S Glenstone, Springfield, MO 65804



# REQUEST TO ISSUE EXCESS RISK POLICY

Complete the following information and fax or email with the commitment to your state underwriting office.

Owner: NA

LIABILITY:

Owner: NA Loan: \$5,400,000.00

AGENT: TITLECORE NATIONAL

COUNTY: Douglas County, NE

AGENCY FILE NO.: 23957CA-17

**AGENT NO.: A26138** 

PROPOSED INSURED:

Loan: Springfield First Community Bank

		DATE: 10/31/17	TYPE(S) OF POLICY: Owners		
			EMAIL: tlow@titlecorenation	nal.com	
1.		any previous or prior title policies used as a start? mpetitor's policy, competitor name: Stewart Title I	f ORNTIC, Policy No.	Yesx_	_ No
2.	Doe	s this involve new construction?		Yes _X	_ No
3.	Will	mechanic's lien coverage be required? Prob	pably	Yesx_	_ No
4.	Will	we be able to obtain priority?		Yesx_	_ No
5.	Are ende	any endorsements other than the ALTA numbered orsements to be issued? See attached commitme	l endorsements or other regularly issued nt	l Yes	_ No _x
6.	Are	there wetlands, lakes or rivers on the property?		Yes	_ No _x
7.		current underwriting practices require that an inspe ey want standard exceptions deleted.	ection or survey be made?	Yesx_	_ No
8.	Will	survey coverage be required? Same as item 7.		Yesx_	No
9.	Did	the inspection disclose any problems? No survey	received yet	Yes	_ Nox
10.	ls th	ere access to ALL parcels?		Yesx_	_ No
11.	Are	any matters being eliminated or written over in reli	iance on an Indemnity Agreement?	Yes	_ Nox
12.	Are	any matters being eliminated or written over witho	ut proper documentation?	Yes	_ Nox
13.	Are	the priorities of any liens involved being altered by	Subordination Agreement?	Yes	_ Nox
14.	Has	this title been turned down by another underwrite	r?	Yes	_ Nox
15.	ls a	subdivision or tax split involved?		Yes	_ Nox
16.	Doe	s the transaction or search disclose an extraordina	ary or unusual ("extrahazardous") risk?	Yesx	_Nox
(If t	the ar er Lin	nswer to any questions other than nos. 2, 4, 7, and nit for Const Loan under file 23957C-17 previous a	approved. See attached. This will not be	documents for constru	if necessary.) ction per lender.
Au	thoriz	ed Signature: Thomas G. Low, Underwriting	Then Does		
Ва	sed	upon the information above given, approval is	s granted to issue the policy as requ	ested.	
CC	MMC	ENTS:			
Da	ited:	OLI	D REPUBLIC NATIONAL TITLE INS	SURANCE	COMPANY
Ву			······	(	ORT Form 3588

# **Tom Low**

From: Tom Low

Sent: Tuesday, October 24, 2017 2:43 PM

To: 'Nichols, Rodney'

Cc: Beth Bucklin; Wendy Dunlap (WDunlap@sfcbank.com)

**Subject:** RE: File Nos. 23957CA-17 and 23957C-17

Attachments: ALTA 3.2 End.rtf

Rodney, I can issue all the below endorsements but in order to issue the ALTA 3.2 Zoning Endorsement I will need a zoning certification letter from the City of Omaha planning department and a copy of the site and elevation plan as that information has to go on the endorsement. Instructions for ordering a zoning certification letter is on the Omaha City Planning Department website.

RENSE >

Do you want the same endorsements on both policies? If the 23957CA-17 file is not a construction deed of trust, I will not be able to issue the ALTA 32. Thanks.

Thanks.



# Tom Low

Commercial Underwriter 9140 West Dodge Road, Suite 380 Omaha, NE 68114

402.934.4758 Phone 402.452.3969 E-Fax tlow@TitleCoreNational.com

# IMPORTANT NOTICE ABOUT WIRE FRAUD:

Never trust changes to wiring instructions sent via email. Never change wire instructions based on an email. Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via telephone call to a trusted and verified phone number just before wiring the funds. Never wire money without double-checking that the wiring instructions are correct.

Attention: The information contained herein is personal and confidential. Unauthorized distribution of this document is forbidden and may be punishable by applicable law. If you do not receive all the information described herein or if you have received this document in error, please destroy this document and call sender immediately upon receipt at the phone number listed above.

From: Nichols, Rodney [mailto:rnichols@spencerfane.com]

Sent: Tuesday, October 24, 2017 2:01 PM

To: Tom Low

Cc: Beth Bucklin; Wendy Dunlap (WDunlap@sfcbank.com)

Subject: File Nos. 23957CA-17 and 23957C-17

Tom:

In regard to each of these commitments, please note that the correct name of the lender is Springfield First Community Bank. The trustee under each Deed of Trust will be Lawrence E. Kritenbrink. He is with Baird Holm in Omaha.

We would like the following endorsements to the loan policy if available:

ALTA 3.2-06

ALTA 8.2-06

ALTA 9.3-06

ALTA 17-06

ALTA 17.2-06

ALTA 18.1-06

ALTA 19-06

**ALTA 32-06** 

**ALTA 37-06** 

Please advise if any of these present an issue.

Thanks, Rod

Rodney Nichols Partner Spencer Fane LLP

2144 E. Republic Road, Suite B300 | Springfield, MO 65804 O 417.888.1023 RNichols@spencerfane.com | spencerfane.com Rodney Nichols <u>Bio</u>





# www.titleservicesne.com

W LINE of LOT 8 CONT TO 12 LINE OF LOT 7 (A)-
W n LOT 7 11 E 11 456 (A) -
WILL LIGHT & LIND of LUT 55 (A) -
SII 11 LOTS 5,4,7,8 CON TO NUNS OF VARE -
NICHOLAS ST (A)
E
WLL07/ 70 BL 452 (B) -
W L LUT 2 TO 15 L W 3 (B) -
WLWF3 TO BL LOT 4 (B)
S L LUTS 1-4 TO N GNE VALALOY (B) - W L VAC 19th STI TO & GMB OF LOT 1 (B)
,
WLLON8 TO EL LUT 7 (C)
WL LUT 7 TO 5 L LUT 6 (C) -
W L LUT 6 70 E L LUT 5 (e) -
N L LUTS 5, 6, 7 \$ 8 TO SL' VALALOY (c)
S L LUTS 5, 6, 7 \$ 8 to N L VAR IZARD ST (C)
WL LOT 2 TO EL LUT 3 (D) -
W L LOT 3 TO E L LUT 4 (D) -
EL VAC 19th ST TO W LLW Y(D) -
2 2 V/4 C 1/V/1 31 10 W L CW 9 (5)

# Porty Woff Poul of 1132 AM **Old Republic National Title Insurance Company**

# Schedule A

ALTA COMMITMENT

File No. 23957CA-17 Revision Number 2

1. Commitment Date: October 24, 2017 at 8:00am

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount:

Premium:

Proposed Insured:

(b) 2006 ALTA Loan Policy

Proposed Policy Amount: \$5,406,684.00

Premium: \$5,112.78

Proposed Insured: Springfield First Community Bank, its successors and/or assigns as their interests may appear

(c) Endorsements to be issued:

Insured Closing Letter Endorsement	Premium \$25.00
ALTA 3.2-06 Zoning - Land Under Development	Premium \$150.00
ALTA 8.2-06 Endorsement (EPL)	Premium \$25.00
ALTA 9.3-06 Endorsement (Cov, Cond and Rest)  ALTA 17-06 Endorsement (Access)	Premium \$25.00
ALTA 17-06 Endorsement (Access)	Premium \$25.00
* ALTA 17.2-06 Endorsement (Utility Facility)	Premium \$25.00
→ ALTA 18.1-06 Endorsement (Tax Parcel)	Premium \$25.00
ALTA 19-06 Endorsement (Contiguity)	Premium \$25.00
ALTA 37-06 Endorsement (Assign of Leases)	Premium \$25.00
<ul> <li>ALTA 32-06 Construction Loan Endorsement</li> </ul>	Premium \$No Charge

DIONT FILID AVEFUR

JND DOT

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- Title to the estate or interest in the Land is at the Commitment Date vested in:

Vecino Natural Bridge, LLC, a Missouri limited liability company

The Land is described as follows:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION

Issued through the Office of:

TitleCore National, LLC 9140 West Dodge Road, Suite 380 Omaha, NE 68114

1x-120980360 S& SOMEH FOR 2395/C-17

This page is only 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.

( Homas S. Sow

Authorized Signatory

#### EXHIBIT "A"

### Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

## Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

# Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of Izard Street; thence West 6.00 feet along said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

# Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

# Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

# **Old Republic National Title Insurance Company**

# Schedule B - I

ALTA COMMITMENT

File No. 23957CA-17 Revision Number 2

# 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.
- 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.
  - b. 2017-094465
    b. 2nd Construction Deed of Trust executed by Vecino Natural Bridge, LLC, a Missouri limited liability company, executed by its authorized manager, member or officer(s) in accordance with its articles of organization, operating agreement and any amendments thereto, in favor of SFC Bank, securing a specific stated amount or maximum indebtedness. Note: Said Deed of Trust must recite on its face that it is to be construed as a "Construction Security Agreement" under Nebraska law.
  - b. A Notice of Commencement must be recorded immediately after the 2nd construction deed of trust of other associated loan documents. 20/2 694467
  - 5. A complete copy of the Articles of Organization, the Operating Agreement and any amendments thereto for Vecino Natural Bridge, LLC, a Missouri limited liability company, must be furnished to this Company for our review. NOTE: The Company hereby reserves the right to make further requirements as may be necessary after review of the said documents. Note: Title Company has received copies of the Articles and Operating Agreement. Note: Articles of Organization and Operating Agreement received by Title Company. Note: Certificate of Organization and Operating Agreement received by Title Company
  - 6. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of Vecino Natural Bridge, LLC, a Missouri limited liability company with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
  - 7. Execution of the Affidavit Regarding Owner by the titleholder.
  - 8. In order to issue the ALTA 3.2 Endorsement, we REQUIRE a zoning verification letter from the City of Omaha Planning Department and REQUIRE a copy of the final approved Site and Elevation plans.
  - 9. REQUIRE a current finalized ALTA survey in order to issue the following endorsements: ALTA 3.2, 9.3, 17, 17.2, and

NOTE: Please 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.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.

This page is only 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.

# Old Republic National Title Insurance Company

# Schedule B - II

ALTA COMMITMENT

File No. 23957CA-17 Revision Number 2

### **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. General taxes assessed under Tax Key No. 2826 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$2,172.72, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. NOTE: In its legal description, this tax key number does not include the ½ vacated alley adjoining Lots 7 & 8, Block 183½ on the North. The alley is taxed as part of Parcel E. (Parcel A)

General taxes assessed under Tax Key No. 2878 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$14,791.02, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel B)

General taxes assessed under Tax Key No. 2879 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$3,909.64, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel C)

General taxes assessed under Tax Key No. 2880 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$1,742.40, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. (Parcel D)

General taxes assessed under Tax Key No. 0336 0000 14 for the year 2016 payable in the year 2017 levied in the amount of \$141.64, first installment is paid, second installment is unpaid and delinquent as of August 1, 2017. NOTE: In its legal description, this tax key includes a vacated alley adjoining on the East for which we find no vacation. (Parcel E) Special assessment for weeds billed August 15, 2017

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The lien of the second half of the general taxes for 2016, due December 31, 2016 and payable in 2017, 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 the County Treasurer for collection at the date hereof.

- 4. Easements reserved by Ordinance No. 16637 recorded August 31, 1950 in <u>Book 255 at Page 350</u> of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in the vacated alley; and and reserves the right the authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of the vacated alley abutting Parcel A.
  - a. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as <u>Instrument No. 2016079902</u> of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance.
  - b. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as <u>Instrument No. 2017006274</u> of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.
  - c. Disclaimer and Release dated October 10, 2016 and recorded January 26, 2017 as <u>Instrument No. 2017006677</u> of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its rights reserved by the above referenced Ordinance.
  - d. Disclaimer and Release dated October 12, 2016 and recorded January 26, 2017 as <u>Instrument No. 2017006678</u> of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.
- 5. Easements reserved by Ordinance No. 16636 recorded August 31, 1950 in Book 255 at Page 373 of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in a portion of vacated Nicholas Street; and reserves the right the authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of vacated Nicholas Street comprising a portion of Parcel A.
  - a. Amended Ordinance No. 16675 recorded November 15, 1950 in <u>Book 257 at Page 523</u> of the Miscellaneous Records of Douglas County, Nebraska.
  - b. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as Instrument No. 2016079902 of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
  - c. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as <u>Instrument No. 2017006273</u> of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
- 6. Easements reserved by Ordinance No. 30998 recorded July 3, 1986 in <u>Book 780 at Page 105</u> of the Miscellaneous Records of Douglas County, Nebraska, in favor of Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of the vacated alley; and reserves the right of the Union Pacific Railroad Company to operate, maintain and repair trackage existing or other trackage within that portion of the vacated alley comprising portions of Parcels B and C.
  - a. Disclaimer and Release dated October 10, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002814</u> of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its rights reserved by the above referenced Ordinance.
  - b. Disclaimer and Release dated October 12, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002815</u> of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.
  - c. Partial Release of Platted Utility Easement dated November 28, 2016 and recorded January 11, 2017 as Instrument No. 2017002816 of the Records of Douglas County, Nebraska, wherein Qwest Corporation d/b/a Century Link QC. releases its rights acquired by the above referenced Ordinance.

- d. Release of Easement dated September 26, 2016 and recorded January 11, 2017 as <u>Instrument No. 2017002819</u> of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.
- 7. Intentionally deleted.

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- 8. Intentionally deleted.
- 9. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals overhead power line crossing Parcel A without benefit of an easement.
- 10. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located on Parcel B encroaches into the 20th Street Right-of-Way.
- 11. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located in the Westerly portion of Parcel C encroaches into the 20th Street Right-of-Way and the building located in the Easterly portion of Parcel C encroaches into the 19th Street Right-of-Way.
- 12. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc., L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the chain link fence encroaching over the Northerly boundary of Parcel D into the Nicholas Street Right-of-Way, over the Southerly boundary of Parcel D into the adjoining alley, and over the Easterly boundary of Parcel D into the 18th Street Right-of-Way.
- 13. Intentionally deleted.
- 14. Subject to any and all unrecorded leases, contracts, and or verbal agreements.
- Terms and provisions of Post Construction Stormwater Management Plan Maintenance Agreement and Easement filed August 31, 2017 at <u>Instrument No. 2017069331</u>, of the Records of Douglas County, Nebraska, executed by Vecino Natural Bridge. (Parcels A, B and C)
- Construction Deed of Trust executed by Vecino Natural Bridge, LLC, a Missouri limited liability company, Trustor, to
  \_\_\_\_\_\_\_, as Trustee, and Springfield First Community Bank, as Beneficiary, dated \_\_\_\_\_\_, filed \_\_\_\_\_, at
  Instrument No. \_\_\_\_\_, of the Records of Douglas County, Nebraska, securing an amount of \$24,000.000.00, and any other amounts payable thereof.