

**OMAHA TITLE & ESCROW, INC. &
COMMONWEALTH LAND TITLE INSURANCE COMPANY
Privacy Policy**

Dear Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

What kinds of information we collect. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our Company then obtains information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. This company does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Our concern with the protection of your information has always been and will continue to be a part of our business. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No Response to this notice is required, but if you have questions, please write to us:

Omaha Title & Escrow, Inc.
13915 Gold Circle
Omaha Nebraska, 68144
402-333-8100

OTW93740

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued Through: Omaha Title & Escrow, Inc., 13915 Gold Circle Omaha, NE 68144 /402-333-8100 / fax -

File No: OTW93740

SCHEDULE A

1. Effective Date: **October 07, 2004, 8:00am**

2. Policy or Policies to be issued:

A. ALTA Owner's Policy - (10-17-92)

Amount:
Premium:

Proposed Insured:

Joshua K. Farris

B. ALTA Loan Policy - (10-17-92)

Amount: **\$190,000.00**
Premium: **\$ 374.50**

Proposed Insured:

Bank of Nebraska, its successors and assigns, as their interests may appear.

C. ALTA Endorsement(s) to be issued in connection with the loan policy:

Endorsement Type: **Comp. 100**

Premium: \$25.00

Endorsement Type: **EPA**

Premium: \$25.00

Endorsement Type: **Location without Survey**

Premium: \$25.00

Endorsement Type: **Insured Closing Letter**

Premium: \$25.00

3. The estate or interest in the land described or referred to in this commitment and covered herein is a **Fee Simple**, and title thereto is at the effective date hereof vested in:

Copperfields L.L.C., a Nebraska limited liability company

4. The land referred to in the Commitment is described as follows:

Lot 160, in Copperfields, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska

Countersigned

Omaha Title & Escrow, Inc.

Authorized Agent

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SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Instrument creating the estate or interest must be executed and filed for record, to wit:
5. **Partial Deed of Reconveyance for Deed of Trust in Book 7864 at page 577.**
6. **Partial Release for Assignment of Rents in Book 1498 at Page 679.**
7. **Termination of Uniform Commercial Code - Financing Statement filed in Book 246 at Page 8.**
8. **Warranty Deed executed by the manager or the members of Copperfields L.L.C., a Nebraska limited liability company, a limited liability company (in accordance with the articles of organization and operating agreement and all amendments thereto, if any) in favor of Joshua K. Farris.**
9. **Construction Loan documents and Notice of Commencement executed by Joshua K. Farris, stating marital status, and signed by spouse, if any, in favor of Bank of Nebraska.**
10. **EXECUTION of the attached Notice of Availability of owner's title insurance to be executed by the borrowers and returned to Omaha Title & Escrow, Inc.. (NOTE: If the borrower desires an Owners Policy to be issued on the property herein referred to in this title commitment, please contact Omaha Title & Escrow, Inc. for additional fees due upon the desired amount to be insured.**
11. **Provide to Omaha Title & Escrow, Inc. a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at a closing by the owners of the subject property described herein on Schedule A will serve to delete the standard lien and possession exceptions as they appear on the lenders final policy to be issued.**
12. **Order Verbal update from Omaha Title & Escrow, Inc. prior to closing to detect any matters appearing of record after the effective date of this commitment.**
13. **NOTE: IF ANY ENDORSEMENTS ARE REQUIRED BY THE LENDER, THEY MUST BE**

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SCHEDULE B - SECTION 2

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the necessary deeds and/or mortgages in insurable form, the policy or policies will be issued containing the exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not now shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the current public records or attaching subsequent to the effective date hereof but prior to the date proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

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

NOTE: THE LOAN POLICY WHEN ISSUED WILL CONTAIN THE FOLLOWING LANGUAGE. PENDING DISBURSEMENTS: Pending Disbursement of the full proceeds of the loan to be secured by the Deed of Trust as described in Schedule A hereof, liability under the policy to be issued is limited to the amount actually disbursed, but increased as each disbursement is made, up to the face amount of the policy to be issued. At the time of each disbursement of mortgage proceeds, the title shall be continued to such time for possible liens or objections between the date of the policy and the date of each disbursement.

NOTE: THE OWNERS AND LOAN POLICIES WHEN ISSUED WILL CONTAIN THE FOLLOWING LANGUAGE. PENDING IMPROVEMENTS: Pending such time as the improvements contemplated upon the insured premises shall be commenced liability under this policy is limited to the purchase price paid for the land; but as in when the erection of such improvements shall be commenced, liability hereunder shall increase as the improvements progress, in the amount of the cost thereof, up to the face amount of this policy.

6. **Tax Key Number 2824-7718-08; 2003 County / 2004 City Taxes due and payable in the year 2004 billed as follows: \$248.32 Total: WHICH BECAME DUE AND PAYABLE DECEMBER 31, 2003; First half is Paid; Second half is Paid.**
7. **This property is located within the boundaries of Sanitary and Improvement District #491.**