

**ALTA COMMITMENT - 1970 Rev.**PREPARED BY LEZLIE  
ISSUED THROUGH THE OFFICE OF:Application No. TA - 7848**SCHEDULE A**

1. Effective Date: September 28, 1982 at 8:00 A.M.
2. Policy or Policies to be issued:

"ALTA" OWNER'S POLICY Form B-1970-

-Amended 10-17-70 \$ TO BE DETERMINED

Proposed Insured: KAVAN CONSTRUCTION CORPORATION,  
a Nebraska Corporation

CONSTRUCTION BINDER

"ALTA" LOAN POLICY 1970 Rev. \$ TO BE DETERMINED

Proposed Insured: BANK OF MILLARD

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:

RIDGEFIELD DEVELOPMENT COMPANY, a  
Nebraska Corporation

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

Lot 49, in RIDGEFIELD 1ST ADDITION, a <sup>N. ADDITION TO C.O.O.</sup> ~~subdivision~~  
as surveyed, platted and recorded in Douglas County,  
Nebraska

**SCHEDULE B**

In addition to the Standard Exceptions and Conditions and Stipulations recited on the face of this Commitment and the Conditions and Stipulations and Exclusions from Coverage in the Company's usual form of policy, the land referred to is, as of the effective date hereof, subject to the following:

1. General taxes due and payable at date hereof: 1981: \$25.90 total paid in full.  
Key No. 1743-0346-21
2. Special taxes or assessments now assessed or levied, but payable in future installments; Except those recorded in the Office of the County Treasurer at date hereof, of which there are none.  
Computer shows property lies within SID No. 318.
3. Easement granted for utilities in Plat and Dedication filed August 11, 1981, in Book 1674 at Page 110 of the Deed Records of Douglas County, Nebraska, on, over, through, under and across a 5 foot wide strip of land abutting the front and the side boundary lines of all lots; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots, with provision for said 16 foot easement to be reduced to 8 feet.  
Easement granted to MUD of Omaha to install and maintain pipelines for the transmission of gas and water on, through, under and across a 5 foot wide strip of land abutting all cul-de-sac streets.
4. Covenants, conditions and restrictions contained in instrument dated August 24, 1981, filed August 25, 1981 in Book 658 at Page 189 of the Miscellaneous Records of Douglas County, Nebraska, which contains no forfeiture provision.  
Easement granted for utilities and SID (No. illegible) to erect and maintain sewers, water and gas mains and electric facilities over, through, under and upon an 8 foot wide strip of land adjoining the rear lines and a 5 foot wide strip adjoining the side boundary lines of said lots, with termination clause as to side line easement.
5. REQUEST warranty deed be executed by Ridgefield Development Company, a Nebraska Corporation, in accordance with the resolution dated Nov. 9, 1981 filed Nov. 12, 1981 in Book 662 at Page 532 of the Miscellaneous Records of Douglas County, Nebraska, in favor of Proposed Insured.

SCHEDULE B CONTINUED

*Subdiv Agree 654/418 gpc*

TA - 7848

SCHEDULE B CONTINUED

NOTE: In order to assure the priority of the mortgage to be recorded, this Company requires the following: 1.) a Notice of Commencement be recorded at least two minutes after the recording of the mortgage to Bank of Millard, but before any other instruments can be filed (see attached notice); 2.) said mortgage to Bank of Millard be entitled "Construction and Security Agreement" and if the total amount of the loan is not to be disbursed at one time 3.) require periodic updates of the records to determine if any intervening liens have been filed for which funds need to be withheld in order to pay same.

**ALTA COMMITMENT - 1970 Rev.**

COMMITMENT PREPARED BY LORI CUMMINGS  
ISSUED THROUGH THE OFFICE OF:

Application No. TA - 8212 *Sample* **SCHEDULE A**



1. Effective Date: January 18, 1983 at 8:00 A.M.

2. Policy or Policies to be issued:  
"ALTA" OWNER'S POLICY Form B-1970-  
-Amended 10-17-70 \$ 130,230.00

Proposed Insured: NORBERT D. HENNIGAN AND DIANNE M. HENNIGAN, husband and wife

Premium: \$266.70 Subdiv

"ALTA" LOAN POLICY 1970 Rev. \$ 108,600.00

25.00  
\$291.70 TOTAL

Proposed Insured: BANCO MORTGAGE COMPANY AND/OR ADMINISTRATOR OF VETERANS AFFAIRS, their respective successors or assigns, as their interests may appear

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:

NORBERT D. HENNIGAN AND DIANNE M. HENNIGAN, husband and wife, as joint tenants

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

Lot 47, in RIDGEFIELD 1ST ADDITION, a Subdivision as surveyed, platted and recorded, in Douglas County, Nebraska.

**SCHEDULE B**

In addition to the Standard Exceptions and Conditions and Stipulations recited on the face of this Commitment and the Conditions and Stipulations and Exclusions from Coverage in the Company's usual form of policy, the land referred to is, as of the effective date hereof, subject to the following:

1. General taxes due and payable at date hereof: 1982: \$54.04 total; first half (\$27.02) is due and will be delinquent Apr. 1, 1983. Key No: 1743-0342-21.

*Special* 2. Special taxes or assessments now assessed or levied, but payable in future installments; Except those recorded in the Office of the County Treasurer at date hereof, of which there are none.  
Computer shows property lies within SID No. 318.

*See plat* 3. Easement granted for utilities by Plat and Dedication filed Aug. 11, 1981, in Book 1674 at Page 110 of the Deed Records of Douglas County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting the front and the side boundary lines of all lots and an eight foot wide strip of land abutting the rear boundary lines of all interior lots.  
Said Lot 47, is an interior lot as defined by said Plat and Dedication.  
Perpetual easement granted to MUD on, through, under and across a five foot wide strip of land abutting all cul-de-sac streets for the installation and maintenance of pipelines.

*this goes on all* 4. Covenants, conditions and restrictions contained in instrument dated Aug. 24, 1981, filed Aug. 25, 1981, in Book 658 at Page 189 of the Miscellaneous Records of Douglas County, Nebraska, which contains no forfeiture provision.  
Provisions for Architectural Control and approval of construction plans set forth in Article I.

Easement granted for utilities on, over, through, under and upon an eight foot wide strip of land adjoining the rear lines and a five foot wide strip of land adjoining the side boundary lines of said lots, with termination clause as to side line easement.

5. Mortgage and Construction Security Agreement dated Nov. 22, 1982, filed Dec. 3, 1982, in Book 2534 at Page 201 of the Mortgage Records of Douglas County, Nebraska, executed by Norbert D. Hennigan and Dianne M. Hennigan, husband and wife, in favor of Bank of Bellevue, securing the sum of \$85,000.00.

SCHEDULE B CONTINUED

*Subdiv. Agree 654/418 goes*

6. Notice of Commencement filed Dec. 3, 1982, in Book 179 at Page 10 of the Records of Douglas County, Nebraska, executed by Norbert D. Hennigan and Dianne M. Hennigan, stating duration period as being one year. (See Notice Attached.)

NOTE: The above described Notice of Commencement does not terminate until November 22, 1983, therefore, the proposed insured loan with Banco Mortgage Company will not have priority over said Notice on the policies to be issued. If Banco requires this priority, we suggest that the Notice of Commencement be terminated and a new Notice be filed following the recordation of Banco's mortgage if construction will not be complete at that time. The procedures for terminating a Notice are contained herein and shown as Exhibit "A". If Banco has any questions regarding the above, please call our office.

NOTE: In order to delete the standard exception to survey as contained on the face of this commitment from the lender's final policy to be written, we require an "as-built" or situation survey of the premises.

In order to delete the standard exception to mechanics' liens as contained on the face of this commitment from the lender's final policy to be written, we require that the Notice of Commencement shown above at item no. six (6), be terminated (procedures for this are attached on Exhibit "A") and a new Notice be filed two minutes after the recording of the insured mortgage and execution of the attached General Contractors lien waiver be executed in favor of this Company, following completion of all construction.