

LAND CONTRACT

THIS AGREEMENT, made the 29th day of February, 1984,
by and between Léon E. Fellman hereinafter referred to as "Seller"
and Carpenter Enterprises, Inc., hereinafter referred to as
"Buyer".

WITNESSETH:

1. That said Seller agrees to sell and convey to said Buyer,
for the price and upon the terms hereinafter mentioned, the
following described real estate, situated in the County of
Douglas, State of Nebraska, to-wit:

Lot Three (3), of a Tract described as
commencing at a point which is 1,062.6 feet North
and 1,265.2 feet East of the Southwest corner of
Section 23, Township 14 North, Range 13, East of
the 6th P.M., Sarpy County, Nebraska, thence East
along a line 33 feet South of and parallel to the
center line of Avery Road 119.8 feet to a point
which is 71 feet West of an iron pipe in the
Northwest corner of School District Number 5
property; thence Southeasterly with an interior
angle of 112 degrees 05 minutes along a line 33
feet West of and parallel to the center line of
Omaha & Bellevue Road a distance of 265.3 feet;
thence West with an interior angle of 68 degrees
09 minutes a distance of 220.8 feet; thence North
with an interior angle of 89 degrees 46 minutes a
distance of 244.65 feet to the place of beginning;
said Lot Three (3) being more particularly de-
scribed as follows: Commencing at the Southeast
corner of the above-described tract, thence
Northwesterly along the West line of Omaha &
Bellevue Road a distance of 95.8 feet; thence
Southwesterly with an interior angle of 96
degrees 57 minutes a distance of 189.9 feet; thence
South with an interior angle of 105 degrees 08
minutes a distance of 39.85 feet; thence East with
an interior angle of 89 degrees 46 minutes a
distance of 220.8 feet to the place of beginning.

2. Said Buyer agrees to purchase the real estate for the sum
of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) on the following
terms:

25-50
SARPY CO. NE
BOOK 37 OF RECORDS
PAGE 127
1984 MAR -5 PM 2:53

Carl S. Hibel
REGISTER OF DEEDS

Rec'd 02361

57-127A

a. TWO THOUSAND DOLLARS (\$2,000.00) earnest money deposit paid by Buyer to Tom Fellman, real estate agent herein.

b. EIGHT THOUSAND DOLLARS (\$8,000.00) payable at the time of the execution of the contract.

c. Balance of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in monthly payments of THREE HUNDRED FIFTY-EIGHT and 68/100 DOLLARS (\$353.68) which includes interest at the rate of twelve (12%) percent per annum computed monthly on the unpaid portion of the principal, which principal shall be amortized over a period of one hundred twenty (120) months, or ten (10) years. Buyer also agrees to pay all real estate taxes prorated as of the date of closing and in a timely manner as said taxes become due during the life of this agreement. Buyer shall furnish evidence that all real estate taxes due on the property sold herein are paid in a timely fashion.

d. Buyer accepts the property in its present condition and acknowledges that it has inspected the property.

e. Payments are to be made where Seller directs on or before the first day of each month commencing with the first day of the month following the execution of this Land Contract.

f. All payments shall bear interest at the rate of twelve (12%) percent per annum as set forth above until paid.

g. Buyer shall have the right to prepay any sum due hereunder three (3) years after the date of this Agreement by paying the sums there and then due to Seller.

3. Buyer agrees to insure, naming Seller as co-insured, and agrees to furnish evidence thereof, for property not less than the balance due on the Land Contract and for public liability at not less than \$100,000.00 and \$300,000.00.

4. If said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, then in that case, the whole of said sum and interest shall, and by this Contract, does, immediately become due and payable; or if the taxes and assessments of every nature, which are assessed or levied against said premises, are not paid at the time when the

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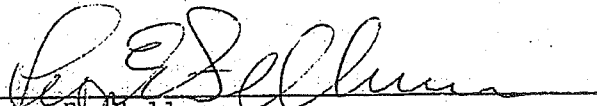
same are by law made due and payable, then in like manner, the whole of said sum shall immediately become due and payable.

5. As soon as said purchase money and interest thereof shall be fully paid, said Seller agrees to make, execute and deliver to said Buyer, a good and sufficient Warranty Deed conveying said real estate to them in fee simple, free of all encumbrances, except for the taxes for the year 1984, and subsequent taxes. In case said Buyer shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed, Buyer shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall forfeit any money paid for the purchase of the same, unless said Seller shall elect otherwise.

6. Said Buyer shall be entitled to the possession of said land so long as the conditions of this agreement shall remain unbroken by Buyer; but upon failure to comply with the same, said right of possession shall terminate and said Seller shall be entitled to the possession of said land and the improvements thereof.

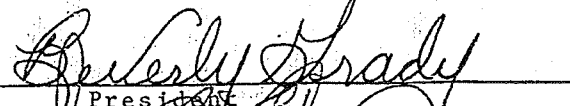
7. No assignment of this contract shall be valid without the consent of the Seller endorsed hereon. Assignment herein shall not be unreasonably withheld.

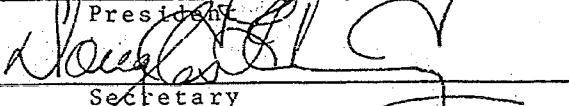
8. Said parties respectively bind their heirs, assigns and legal representatives to the faithful performance of the terms of this Land Contract.


Leon E. Fellman

Seller

CARPENTER ENTERPRISES, INC.,

BY: 
President


Secretary

Buyer

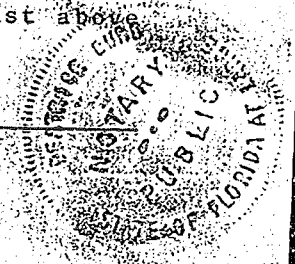
57-127C

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

On this 15 day of FEB, 1984, before me, a duly qualified and acting Notary Public in and for said county, personally came Leon E. Fellman, to me personally known to be the identical person whose name is affixed to the above instrument as Seller, and acknowledges the execution of the same to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written.

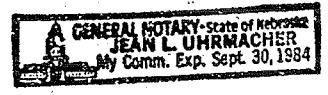
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 11 1985
BONDED THRU GENERAL INS. UNDERWRITERS
Beatrice Burd
Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 28 day of FEBR, 1984, before me, a duly qualified and acting Notary Public in and for said county, personally came Beverly Brady, President and Douglas X. Curry, Secretary, known to me to be the identical persons whose names are affixed to the above instrument as Buyer, and severally acknowledged the execution of the same to be their voluntary act and deed as officers of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Lincoln, Nebraska, on the day last above written.



Jean L. Uhrmacher
Notary Public

PERSONAL GUARANTEE

For value received, I hereby guarantee the payment of the

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above and foregoing Land Contract on its terms as set forth herein.

WITNESS my hand this 28th day of February 1984.

Beverly Grady
Beverly Grady

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28 day of FEBR., 1984, before me, a duly qualified and acting Notary Public in and for said county, personally came Beverly Grady, to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledges the execution of the same to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written.

Jean L. Uhrmacher
Notary Public

