

# Omaha Title INC.

**FAXED**

TITLE INSURANCE ORDER FORM

OT 28 281

DATE: 4-15-96

CUSTOMER: Clush

Listing agent: \_\_\_\_\_

Selling agent: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Loan Amount: 72,000<sup>00</sup>      CONV    FHA    VA    NIFA

LENDER: \_\_\_\_\_

Loan Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

PROPERTY ADDRESS: 3820 S. 176 Cir

LEGAL DESCRIPTION: lot 69 Bay Woods

SELLER: \_\_\_\_\_

SS# \_\_\_\_\_ / \_\_\_\_\_

PURCHASER: Can Corp.  
CAN-COR.

SS# \_\_\_\_\_ / \_\_\_\_\_

DELIVERY DATE: ASAP

CLOSING DATE: \_\_\_\_\_

# Omaha Title INC.

28781

SRCH DATE 4/23 UPDT \_\_\_\_\_ UPDT \_\_\_\_\_ UPDT \_\_\_\_\_ UPDT \_\_\_\_\_

RECD DATE 4/19 RECD \_\_\_\_\_ RECD \_\_\_\_\_ RECD \_\_\_\_\_ RECD \_\_\_\_\_

ADDRESS 3820 S. 176th CR.

LEGAL Lot 69, Bay Wood, a subd

TITLEHOLDER Can Cor, Inc., a NE

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECORDED \_\_\_\_\_

ENCUMBRANCES:

BOOK 4490 PAGE 217 DATED 3/15/95 RECD 3/17/95 AMT 67,000.00

TR/MTR: same

TE/MTE: DLB & T Co.

BNF: same

ASSIGNED: \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECORDED \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECD \_\_\_\_\_ AMT \_\_\_\_\_

TR/MTR: \_\_\_\_\_

TE/MTE: \_\_\_\_\_

BNF: \_\_\_\_\_

ASSIGNED: \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECORDED \_\_\_\_\_

END CONTINUE BELOW

MORE SEE ATTACHED

PROTECTIVE COVENANTS, EASEMENTS, PLAT

NONE OF RECORD

SEE ATTACHED

NO SEARCH NEEDED

TAXES: KEY # 3778-0236-05

LOT SPLIT REPT AFFID

95/CO: 662.36 unpaid

LOT SPLIT REQUIREMENT

94/ \_\_\_\_\_

SIDH 382

93/ BLP (No tax sale)

PCMP Y  N

92/ BLP

CMP Y  N

SPECIAL ASSESSMENTS: MISC 2/01/95

12,962.10 pay in 10.

BUYERS: \_\_\_\_\_  
\_\_\_\_\_

ALPH  
BEMP  
SECURITY

*Handwritten signature/initials*

*Handwritten signature/initials*

PARC 3778 0236 05

FB M1 STATUS 2 CLASS R

EXEMPT 0 EXEMPT TYPE TAX DISTRICT 1715 STD 362 F- 1

PROP HOUSE HALF DIR -----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE  
ADDRESS 03020 8 176 CR DOUG 68130

-----OWNER INFORMATION-----

NAME CAN COR INC DATE OF LAST CHANGE 04-04-1995  
+ 13304 WEST CENTER RD DEED BOOK 2000 PAGE 720  
ADDR HOMESTEAD DELETE  
CITY OMAHA ST NE ZIP 68144 NON NUMERIC ZIP CODE

-----CURRENT VALUE-----HOMESTEAD-----

YEAR ---DATE--- ---LAND--- ---INPR--- ---TOTAL--- PAR RSN NUMBER TY CD PCT VALUE  
1995 03-11-1995 21800 0 21800 YES LR

ADDITION NO. 01802 LOT 69 HALF BLOCK 0 HALF  
BAY WOOD SECT TOWN RANGE

-----LEGAL DESCRIPTION-----

1 IRREG 2  
3 4  
5 6  
7 8

CODE BOOK PAGE DATE KEY SUB TR

SPLIT/COMB/LEGAL

ALL-Z FOR HELP | VT100 | FOX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

PTAX 3778 0236 05 M1

PARCEL HAS DELINQUENT TAXES

REAL PROPERTY TAX INQUIRY

TAX YEAR	TOTAL DIST	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID	INTEREST ADV
1995	1715	21800	0	21800	682.36	0.00	.00 0
1994	1715	4080	0	4080	124.52	124.52	.00 0

L BAY WOOD O CAN COR INC  
E LOT 69 BLOCK 0 W 13304 WEST CENTER RD  
E IRREG N  
A E OMAHA NE 68144  
L R

ALL-Z FOR HELP | VT100 | FOX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

SA 3778 0236 05 03186 02940

CITY AGMT FILE LEVY INTEREST-PERCENT  
CODE NUMR SEC DATE CURRENT DELING

RECEIVED

MAR 29 12 25 PM '95

GEORGE...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



\*\*\*\*\*  
C O R P O R A T I O N   W A R R A N T Y   D E E D  
\*\*\*\*\*

Lanoha Development Company, Inc., a Nebraska corporation

, GRANTOR,  
A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE  
STATE OF NEBRASKA, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE  
CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED, CONVEYS TO  
Can Cor, Inc., a Nebraska corporation

GRANTEE  
WHETHER ONE OR MORE, THE FOLLOWING DESCRIBED REAL ESTATE (as defined in Neb.  
Rev. Stat. 76-201) IN Douglas COUNTY, NEBRASKA.

Lot 69, Bay Wood, a subdivision in Douglas County, Nebraska.

NEBR DOC STAMP TAX  
Date 3.29.95  
\$154.00 By [Signature]

GRANTOR COVENANTS WITH THE GRANTEE THAT GRANTOR:

- (1) IS LAWFULLY SEISED OF SUCH REAL ESTATE AND THAT IT IS FREE FROM ENCUMBRANCES EXCEPT: THOSE EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.
- (2) HAS LEGAL POWER AND LAWFUL AUTHORITY TO CONVEY THE SAME;
- (3) WARRANTS AND WILL DEFEND THE TITLE TO THE REAL ESTATE AGAINST THE LAWFUL CLAIMS OF ALL PERSONS.

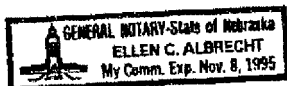
EXECUTED: March 16, 1995.

Lanoha Development Company, Inc., a  
GRANTOR Nebraska Corporation  
BY [Signature]  
OFFICERS NAME  
President  
TITLE

03252 MI-01802  
FFEE 5.00 R Corp FB  
DEL: E/O COMP  
LEGAL PG SCAN EV

STATE OF NEBRASKA, COUNTY OF Douglas :

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON March 16, 1995, BY David F. Lanoha, President  
(NAME AND OFFICE)  
OF Lanoha Development Company, Inc., a Nebraska corporation, A  
NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.



[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 8th DAY OF November, 1995

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



4490 217 MTG



03080 95 217-220

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

ACKNOWLEDGMENT

The undersigned Trustor hereby acknowledges and understands that (a) the document to be executed is a trust deed ("Deed of Trust"), and not a mortgage and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation, including but not limited to the Beneficiary's right to have the real property which is described in the Deed of Trust sold by the Trustee without any judicial proceeding or foreclosure. The undersigned further represents and agrees that this certification has been read and executed in connection with, but prior to, the undersigned's execution of the following Deed of Trust.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

THIS ACKNOWLEDGEMENT MUST BE SIGNED PRIOR TO EXECUTION OF THE DEED OF TRUST

DEED OF TRUST

THIS DEED OF TRUST, made this 15th day of March, 1995, by and among Can Cor, Inc.

whose mailing address is 13304 W Center Rd #102, Omaha, Nebraska 68134

(herein "Trustor"); and Douglas County Bank & Trust Co.

whose mailing address is 6015 N.W. Radial Hwy, Omaha, Nebraska 68104

(herein "Trustee") and Douglas County Bank & Trust Co.

whose mailing address is 6015 N.W. Radial Hwy, Omaha, Nebraska 68104 (herein "Beneficiary")

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the following described real property, located in Douglas County, Nebraska:

Lot 69, Bay Wood, a subdivision in Douglas County, Nebraska.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the real property; all leases or subleases covering the real property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder; all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the real property; all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto; all oil and gas rights and profits, water rights and water stock; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the real property; and any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"). All of the foregoing property and interests conveyed to Trustee are herein collectively referred to as the "Property."

This Deed of Trust is given to secure the repayment of the obligations due under a certain promissory note dated in the original principal sum of Sixty Seven Thousand Dollars (\$67,000.00) with a final maturity date of May 14, 1995, herein referred to as the "Note" and interest thereon according to the terms of Note with any and all extensions, renewals, modifications, or substitutions thereof and each and every debt, liability and obligation of every type and description, including guarantees or accommodations, which the Trustor may now, or at any time hereafter, owe or be obligated to the Beneficiary whether such debt, liability, or obligation now exists or hereafter arises, is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several. The Note and all such debts, liabilities, and obligations are all collectively hereinafter referred to as "Obligations."

The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection and/or insurance of the Property or the Beneficiary's interest therein, shall not exceed the sum of Sixty Seven Thousand Dollars (\$67,000.00), PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNTS.

Handwritten notes: 3080, T 2080, M1-01802, and initials.

RECEIVED stamp: MAR 17 9 23 AM '95, GEORGE REINHOLD DEPUTY.

21. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Deed of Trust to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

22. Transfer of the Property. If all or any part of the Property or interest therein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent (excluding (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the granting of any leasehold interest of three (3) years or less which does not contain an option to purchase), such action is an event of default under this Deed of Trust.

23. Warranty and Indemnification Regarding Hazardous Substances. Trustor warrants to Beneficiary and Trustee that the Property is free and clear of all hazardous substances and there are no claims or allegations of the existence of such hazardous substance in or on the Property, and there does not now exist any claim for expenses, costs, damages, or losses related to said hazardous substance or the cleanup of such substances. Trustor agrees to indemnify and hold Trustee and Beneficiary harmless from any and all claims, suits, losses, damages or expenses whatsoever, on account of injuries or death of any person, and all loss or destruction of, or damage to, the Property, and any and all economic losses, whether direct, indirect or consequential arising or growing out of, or in any manner connected with, the past, present or future presence of hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §5601 et. seq. as amended, or any other state or federal law now in existence or hereafter existing, relating to the Property. Trustor further agrees that it will appear and defend, at its own expense, in the name and on behalf of the Trustee or Beneficiary, all claims, actions or suits in whatever forum, in any matter arising or growing out of the alleged presence of any hazardous substance on the Property referred to herein and for which the Trustee or Beneficiary, or either of them is alleged to be liable. This indemnification shall survive payment in full of the Obligations.

24. Notices. Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Beneficiary, Trustor or Trustee gives or serves any notice (including, without limitation, notice of default and notice of sale), demands, requests or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or is mailed by certified mail, postage prepaid, addressed to the address as set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Trustor or Beneficiary, when given in the manner designated herein.

25. Request for Notice. Trustor and Beneficiary hereby request a copy of any notice of default and a copy of any notice of sale thereunder, whether such notice of default and notice of sale is given pursuant to the terms of this or any other deed of trust, be mailed to them at the address set forth in the first paragraph of this Deed of Trust for the Trustor and the Beneficiary.

26. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

27. Successors and Assigns. This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

28. Joint and Several Liability. All covenants and agreements of Trustor shall be joint and several.

29. Severability. In the event any one or more of the provisions contained in this Deed of Trust, or the Note or any other security instruments given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Deed of Trust.

30. Number and Gender. Whenever used herein, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date and year first above written.

BY: Samuel T. Caniglia, President  
 Can Cor, Inc.  
 Samuel T. Caniglia, President

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

Notary Public  
 My commission expires \_\_\_\_\_

(TO BE USED IF TRUSTOR IS A CORPORATION)

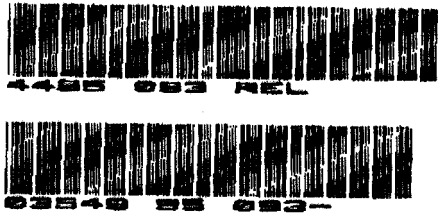
State of Nebraska )  
 ) ss.  
 County of Douglas )

The foregoing instrument was acknowledged before me on March 15th, 1995 by Samuel T. Caniglia, President of Can Cor, Inc. Corporation, on behalf of the Corporation.  
 a. Nebraska

GENERAL NOTARY State of Nebraska  
 STEVE K. SORENSEN  
 My Comm. Exp. July 31, 1998

Notary Public  
 My commission expires July 31, 1998

Commercial Loan Department  
 Douglas County Bank & Trust Co.  
 801 Northwest 23rd, Kearney  
 Kearney, Nebraska 68104-3402



RECEIVED

MAR 29 12 27 PM '95

GEORGE J. ...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

PARTIAL DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, part of the indebtedness secured by that certain Deed of Trust executed by LANOHA DEVELOPMENT COMPANY, INC., a Nebraska corporation, as Trustor, to FIRST NATIONAL BANK OF OMAHA, as Trustee and Beneficiary, dated January 6, 1995, and recorded in Mortgage Record Book 4464 at Page 406, in the Office of the Register of Deeds of Douglas County, Nebraska, has been partially paid.

NOW THEREFORE, in consideration of payment, and in accordance with the request of the Beneficiary named therein, the undersigned Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all the interest and estate granted to said Trustee by said Deed of Trust in the following described premises, but only as to such premises:

Lot Sixty-nine (69), BAY WOOD, a Subdivision as surveyed, platted and recorded, in Douglas County, Nebraska.

Dated: March 16, 1995

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

(CORPORATE SEAL)

FIRST NATIONAL BANK OF OMAHA

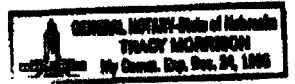
By: [Signature]  
Robert J. Horak, Vice President

Attest: [Signature]  
Edward J. Kelleher, Second Vice President

State of Nebraska )  
                          ) ss.  
County of Douglas )

On this 16th day of March, 1995, before me, a Notary Public in and for said state, personally appeared Robert J. Horak, Vice President, and Edward J. Kelleher, Second Vice President, of First National Bank of Omaha, a national banking association, and acknowledged the execution of the foregoing Partial Deed of Reconveyance to be their voluntary act and deed and the voluntary act and deed of First National Bank of Omaha, as Trustee.

Witness my hand and notarial seal the date last above written.



[Signature]  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

CERTIFICATE

The undersigned hereby certifies that the following is a true and correct copy of a portion of Article IV of the By-Laws of the First National Bank of Omaha, a national banking association: "All assignments of mortgages and trust deeds, and all releases of mortgages and deeds of reconveyance shall be executed under the Seal of the Association by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President or any person so designated by resolution, and shall be attested to by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President, or any person so designated by resolution."

The undersigned further certifies that the persons who executed the above and foregoing Partial Deed of Reconveyance are officers of First National Bank of Omaha as respectively designated in said Release.

03549  
FEE 5.50 RCOMPFBM-01802  
DEL. C/O COMPMD  
LEGAL PG SCAN PV

[Signature]  
Bank Representative



BCE 934657

PAGE 001

CAPTION PLAINTIFF BOKOL, DAVID  
 CAPTION DEFENDANT #CAN COR INC  
 ATTY PLAINTIFF PETERS, PETER J.  
 ATTY DEFENDANT SELDE, WILLIAM H.

CASE TYPE	JUDGE	FILED	REOPEN	TERM
BREACH OF CONTRACT	NORAN, JUDGE GERALD E.	C 010595		
DATE PRIN	EVENT DESCRIPTION	CALENDARED	JRL/MPH	
01 041996 P01	CERTIFICATE OF DEPOSITION DENNIS L WHITFIELD BNLF OF PLTF			28
02 041996 P01	AFFIDAVIT			28
03 041996	TRIAL SET	072296 09:00	3581108	28
04 041996	DISMISSAL TO BE SUBMITTED		3581108	28
01 041696 D01	MOTION FOR SUMMARY JUDGMENT OVRD		3581108	28
01 041296 D01	NOTICE OF SERVING 2ND AND ANS TO INTRR BY CAN COR, INC			28
02 041296 D01	MOTION FOR SUMMARY JUDGMENT AND BY CAN COR, INC			28
01 040196 D01	CERTIFICATE OF DEPOSITION OF HAL TIMM, BEHALF OF DEFT			28
01 032796 D01	NOTICE			28

DEPRESS "ENTER" TO CONTINUE EVENTS  
 Alt-2 FOR HELP | VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

BCEP 934657

DOCKET	CASE DESCRIPTION	JUDGE							
	BREACH OF CONTRACT	NORAN	C						
FILED	REOPEN	TERM	FIND	INACTV	REACTV	PROGRESSION	STATUS	COMPLETE	RECORD
010595	000000	000000	000000	000000	000000	120195	CERT FILED	000000	0000000000

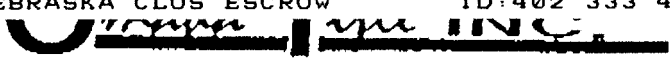
PLAINTIFF 01 BOKOL, DAVID  
 DEFENDANT 01 #CAN COR INC  
 DEFENDANT 02 GRIMM, JEFF DBA  
 DEFENDANT 03 #GRIMM ROOFING, JEFF

ATTY PLTF 01 36321 PETERS, PETER J.  
 ATTY DFND07 01 18448 SELDE, WILLIAM H.  
 ATTY DFND02 02 10473 BROWNRIGG, JOHN C.

REMARKS 01 GROTEFELD & AVERY, ATTY'S FOR PLTF

Alt-2 FOR HELP | VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

**FAXED**



TITLE INSURANCE ORDER FORM

OT 285 1

DATE: 6-4-96

CUSTOMER: Michelle - OSB

Listing agent: 333-9100

Selling agent: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Loan Amount: 350,000<sup>00</sup> CONV FHA VA NIFA

LENDER: Omaha State Bank

Loan Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION: Lot 74, Bay Wood

SELLER: Randall J. Strunk

Lisa J. Strunk

SS# \_\_\_\_\_ 1

PURCHASER: ?

SS# \_\_\_\_\_ 1

DELIVERY DATE: ASAP

CLOSING DATE: 6-7-96

# Omaha Title INC.

ENCH DATE ~~6/5~~ UPDT 6/05 UPDT \_\_\_\_\_ UPDT \_\_\_\_\_ UPDT \_\_\_\_\_

RECD DATE ~~5/29~~ RECD 5/30 RECD \_\_\_\_\_ RECD \_\_\_\_\_ RECD \_\_\_\_\_

ADDRESS 3852 S 177 AV. ✓

LEGAL L 74, Bay Wood, A Subd

TITLEHOLDER RANDALL L. STRUNK &

LISA L. STRUNK, H/W AS J/T'S

BOOK 2013 PAGE 625 DATED 9/11/95 RECORDED 9/13/95

**ENCUMBRANCES**

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECD \_\_\_\_\_ AMT \_\_\_\_\_

TR/MTR: NONE

TE/MTE: \_\_\_\_\_

BHF: LBS

ASSIGNED: \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECORDED \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECD \_\_\_\_\_ AMT \_\_\_\_\_

TR/MTR: \_\_\_\_\_

TE/MTE: \_\_\_\_\_

BHF: \_\_\_\_\_

ASSIGNED: \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ RECORDED \_\_\_\_\_

END CONTINUE BELOW

MORE BKK ATTACHED

**PROTECTIVE COVENANTS, EASEMENTS, PLAT** ✓

\_\_\_\_\_ NONE OF RECORD  SEE ATTACHED \_\_\_\_\_ NO SEARCH NEEDED

TAXES: KEY # 3778-0246-05 LOT UPDT REPT APPLIC

95100-1641.08 - Delinquent - 1st 1/2 LOT UPLET REQUIREMENT

97 2nd SID# 382

931 by ff unp. PCMP Y 11

921 ff CHPP Y 11

SPECIAL ABREVIATIONS: 1st

clear

BUYERS: \_\_\_\_\_

~~ADDITIONAL SECURITY~~

PARC 3778 0246 05

FB M1 STATUS 2 CLASS R  
EXEMPT 0 EXEMPT TYPE TAX DISTRICT 1715 SID 382 F- 1  
PROP HOUSE HALF DIR ----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE  
ADDRESS 03852 S 177 AV DOUG 68130

DEED NO MORE INSTRUMENTS FOR THIS PROPERTY

ADDITION BAY WOOD

LOT 000074 BLOCK 00000

TYPE	NUMBER	FILED	DATED	BK.	PG.	AMOUNT	CHARACTER	BK.	PG.
DEED	94 00761	940119	930315	1969	524	0.00	PLAT		
	1. *SANITARY IMPROVEMENT 382						2. *TO THE PUBLIC		
MISC	94 00751	940119	000000	1109	315	0.00	DECL OF COVT ET		
	1. *LANDHA DEVELOPMENT COMPANY						2. *TO WHOM		
MISC	94 01134	940126	000000	1109	750	0.00	RAT PLAT	1969	524
	1. *LANDHA DEVELOPMENT CO						2. *TO WHOM		
DEED	95 10972	950913	950911	2013	625	79000.00	WD		
	1. *LANDHA DEVELOPMENT COMPANY						2. STRUNK		RANDALL
MISC	95 10371	950926	000000	1157	47	0.00	RAT PLAT		
	1. *DOUGLAS COUNTY BANK						2. *TO WHOM		
MISC	96 04653	960425	960423	1175	322	0.00	DECL OF COVT ET		
	1. *LANDHA DEVELOPMENT COMPANY INC						2. *TO WHOM		

MORT NO MORE INSTRUMENTS FOR THIS PROPERTY

ADDITION BAY WOOD

LOT 000074 BLOCK 00000

TYPE	NUMBER	FILED	DATED	BK.	PG.	AMOUNT	CHARACTER	BK.	PG.
MTG	95 00225	950106	000000	4464	406	2900000.00	D T		
	1. *LANDHA DEVELOPMENT COMPANY INC						2. *FIRST NATIONAL BANK OF OMAHA		
REL	95 11112	950913	950906	4587	750	0.00	PT D REC	4464	406
	1. *FIRST NATIONAL BANK						2. *LANDHA DEVELOPMENT		

00

---PAYMENTS---	LAST PAY	TOTAL AMOUNT	CASH	REF
ALLOW MADE DELQ	DATE	BILLED	TYPE	TO
10 10 00	09 13 95	12962.10	MISC	NO

---FORECLOSURE INFORMATION---						
DOC	PAGE	FM	TO	BOOK	PAGE	DISTRICT ORDINANCE
000	0000	00	00	00	00	0000382 000000

---PAID---	---DUE NOW---	---PAYOFF---
PRINCIPAL 12962.10	.00	.00
INTEREST 612.00	.00	.00
TOTAL 13574.10	.00	.00

BAY WOOD

LOT 000074 BLOCK 00000

IRREG

-----CITY LEGAL INFORMATION-----

NEXT

MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164



RECEIVED

SEP 13 1 48 PM '95

GEORGE J. BUCALOVICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

NEBR DOC STAMP TAX  
Date 9-13-95  
\$ 138.25 By DB

**SURVIVORSHIP WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

LANOHA DEVELOPMENT COMPANY, INC., a Nebraska corporation, (herein the "Grantor") in consideration of One and no/100 Dollar (\$1.00) and other consideration, delivered and received, does hereby grant, bargain, sell, convey and confirm unto Randall J. Strunk & Lisa J. Strunk, husband & wife

as joint tenants with right of survivorship and not as tenants in common (herein the "Grantee"), the following described real property in Douglas County, Nebraska (herein the "Property"):

Lot 74 in Bay Wood, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold the Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantee's heirs and assigns forever.

It is the intention of all parties hereto, that in the event of the death of either of such Grantees, the entire fee simple title to the real estate described herein shall vest in the surviving Grantee.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor has good right and lawful authority to convey the Property and is lawfully seized of the Property, and that the Property is free from encumbrance except: (i) Declaration of Covenants, Conditions and Restrictions, now of record, as may be amended from time to time; and (ii) easements, restrictions and conditions now of record; and (iii) lien of current real estate taxes and any levied or unlevied special assessments.

The Grantor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever.

Dated: September 11, 1995

10972 MI-01802  
FEE 502 Comp FB  
DEL C/O COMP  
LEGAL PG SCAN

LANOHA DEVELOPMENT COMPANY, INC., a Nebraska corporation,

By David F. Lanoha  
David F. Lanoha, President  
(Office)

STATE OF NEBRASKA )  
) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 11th day of September, 1995, by David F. Lanoha, President of LANOHA DEVELOPMENT COMPANY, INC., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska  
DONNA M. NISSEN  
My Comm. Exp. May 10, 1999

Donna M. Nissen  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

MAENNER/HORGAN DEVELOPMENT CO.  
13215 Birch Street - Suite 103  
Omaha, NE 68164



RECEIVED

SEP 13 1 48 PM '95

GEORGE H. HENNING  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

PARTIAL DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, part of the indebtedness secured by that certain Deed of Trust executed by LANOHA DEVELOPMENT COMPANY, INC., a Nebraska corporation, as Trustor, to FIRST NATIONAL BANK OF OMAHA, as Trustee and Beneficiary, dated January 6, 1995, and recorded in Mortgage Record Book 4464 at Page 406, in the Office of the Register of Deeds of Douglas County, Nebraska, has been partially paid.

NOW THEREFORE, in consideration of payment, and in accordance with the request of the Beneficiary named therein, the undersigned Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all the interest and estate granted to said Trustee by said Deed of Trust in the following described premises, but only as to such premises.

Lot Seventy-four (74), BAY WOOD, a Subdivision as surveyed, platted and recorded, in Douglas County, Nebraska.

Dated: September 6, 1995

FIRST NATIONAL BANK OF OMAHA

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

By: Robert J. Horak  
Robert J. Horak, Vice President

Attest: Edward J. Kelleher  
Edward J. Kelleher, Second Vice President

State of Nebraska )  
                          ) ss.  
County of Douglas )

On this 6th day of September, 1995, before me, a Notary Public in and for said state, personally appeared Robert J. Horak, Vice President, and Edward J. Kelleher, Second Vice President, of First National Bank of Omaha, a national banking association, and acknowledged the execution of the foregoing Partial Deed of Reconveyance to be their voluntary act and deed and the voluntary act and deed of First National Bank of Omaha, as Trustee.

Witness my hand and notarial seal the date last above written.



Tracy Morrison  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

CERTIFICATE

The undersigned hereby certifies that the following is a true and correct copy of a portion of Article IV of the By-Laws of the First National Bank of Omaha, a national banking association: "All assignments of mortgages and trust deeds, and all releases of mortgages and deeds of reconveyance shall be executed under the Seal of the Association by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President or any person so designated by resolution, and shall be attested to by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President, or any person so designated by resolution."

The undersigned further certifies that the persons who executed the above and foregoing Partial Deed of Reconveyance are officers of First National Bank of Omaha as respectively designated in said Release.

11/12 MI-01802  
FREE 500 COMP FR  
DEL CIO COMP KP  
LEGAL PG SCAN FV

[Signature]  
Bank Representative

BOOK 0000 PAGE 000 OF BOOK 0000 PAGE 000  
DATE RECORDED 900702 INSTRUMENT DATE 900629 AMOUNT 128.00  
1ST PARTY  
STATE  
2ND PARTY RANDALL J STRAWN

CHARACTER N SL  
ADDITION  
LOT BLOCK SECTION TOWNSHIP RANGE CRT-CRT

REMARKS 022 AM  
TERMINATED 1 22 91,919 AM

TERM DATE 000000 RELEASE DATE 000000 LIEN NUMBER 0 06 536

OWNER CHANGE N ACTION ENTERED BY MM HISTORY INDEX 1

IMAGING DOCUMENT ID

FF2-MORE NAMES FF3-DELIVERY BOOK FF4-ALL NAMES FF5-ALL LOTS  
911-2 FOR HELP | VT100 | FDI | 9000 EPI | LOG CLOSED | PRINT OFF | ON-LINE

BOOK 0000 PAGE 000 OF BOOK 0000 PAGE 000  
DATE RECORDED 901119 INSTRUMENT DATE 901119 AMOUNT 181.16  
1ST PARTY  
STATE  
2ND PARTY RANDALL J STRAWN

CHARACTER N SL  
ADDITION  
LOT BLOCK SECTION TOWNSHIP RANGE CRT-CRT

REMARKS 843 AM  
TERMINATED 1 22 91,919 AM

TERM DATE 000000 RELEASE DATE 000000 LIEN NUMBER 0 11 148

OWNER CHANGE N ACTION ENTERED BY MM HISTORY INDEX 1

IMAGING DOCUMENT ID

FF2-MORE NAMES FF3-DELIVERY BOOK FF4-ALL NAMES FF5-ALL LOTS  
911-2 FOR HELP | VT100 | FDI | 9000 EPI | LOG CLOSED | PRINT OFF | ON-LINE

BOOK 0781 91 01050 READY FOR UPDATE

BOOK 0000 PAGE 000 OF BOOK 0000 PAGE 000

DATE RECORDED 01/02/00 INSTRUMENT DATE 01/01/00 AMOUNT

EST PARTY

STATE

END PARTY RANDALL 0 STRUNK

CHARACTER 0 01

POSITION

FILE BOOK NUMBER 00000

LOT BLOCK SECTION TOWNSHIP RANGE CRT-CRT

REMARKS 010 AM

TERM DATE 000000 RELEASE DATE 000000 LIEN NUMBER 0 01 049

OWNER CHANGE N ACTION ENTERED BY MK HISTORY INDEX 0

IMAGING DOCUMENT ID

PF2-MORE NAMES PF3-DELIVERY BOOK PF4-ALL NAMES PF5-ALL LOTS  
Alt-2 FOR HELP; VT100 | FOX | 9000 071 | LOG CLOSED | PRINT OFF | ON-LINE

BOOK 0781 91 01051 READY FOR UPDATE

BOOK 0000 PAGE 000 OF BOOK 0000 PAGE 000

DATE RECORDED 01/02/00 INSTRUMENT DATE 01/01/00 AMOUNT

EST PARTY

STATE

END PARTY RANDALL 0 STRUNK

CHARACTER 0 01

POSITION

FILE BOOK NUMBER 00000

LOT BLOCK SECTION TOWNSHIP RANGE CRT-CRT

REMARKS 010 AM

TERM DATE 000000 RELEASE DATE 000000 LIEN NUMBER 0 05 030

OWNER CHANGE V ACTION ENTERED BY MK HISTORY INDEX 0

IMAGING DOCUMENT ID

PF2-MORE NAMES PF3-DELIVERY BOOK PF4-ALL NAMES PF5-ALL LOTS  
Alt-7 FOR HELP; VT100 | FOX | 9000 071 | LOG CLOSED | PRINT OFF | ON-LINE



Declaration

1109 12/16/93 contains certain restr.  
315 1/19/94 on SPL

Provisions concerning the  
Bay Wood Homeowners Assn.,  
dues and assessments.

Provisions concerning utility  
easements and potential  
facility charges.

P/S

A69 — Easements to utility  
524 1/19/94 companies for utility  
over F, R # 5 865.

\* Plat recorded plat also indicates  
also indicates a 10' public sidewalk  
a sanitary easement to 510 # 382 of  
sewer easement D.N. over the front 86  
over rear of subject lot.  
portion of SPL

END  
3  
4

First Amendment  
to Declaration

1175 4/23/96  
322 4/25/96 ✓