

THIS AGREEMENT, Made the 7th day of August A. D. 1979 between INDUSTRIAL DEV. CO., a Nebraska Partnership (Seller)

part Y of the first part, and M.A.T. PROPERTIES, a Minnesota Partnership part Y of the second part. (Buyer)

WITNESSETH, That said party Y of the first part agree S to sell and convey to said party Y of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Douglas and State of Nebraska, to wit:

Lot 24, Cornhusker Industrial Park III, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska,

subject to all easements, restrictions and conditions of record and to all easements, restrictions and conditions provided herein.

Said party Y of the second part agree S to purchase said real estate from said party Y of the first part, and to pay to them as the purchase price for the same, the sum of Forty Thousand and No/100 (\$40,000.00) dollars, in payment as follows: Eight Thousand and No/100 (\$8,000.00) dollars cash paid down herewith and the balance of Thirty Two Thousand and No/100 (\$32,000.00) to be paid in three equal consecutive annual principal payments of Ten Thousand Six Hundred Sixty-Seven (\$10,667.00) or more, plus annual payments shall include stated interest at 8-1/2 per cent per annum from date hereof computed on the unpaid portion of the principal; said annual installments of principal and interest to commence one year after date hereof and shall continue on the same day of the years 1981 and 1982. There will be no prepayment penalty.

It is hereby agreed and understood between the Buyer and the Seller that the attached Addendum "A" with attached Exhibit "B" are hereby made a part of this agreement.

All of said deferred payments bear interest at the rate of 8-1/2 per cent per annum, payable annually from date until due, and thereafter at the rate of 11 per cent per annum until paid.

Said party Y of the second part agree S to pay all taxes and assessments levied against said premises, including the taxes for the year 1978/79 and subsequent taxes, before the same become delinquent, and to keep the buildings, if any, on said premises, insured against fire and N/A in the sum of not less than \$ N/A in favor of said party Y of the first part.

But if said sum of money, or any part thereof or any interest thereon be not paid when the same is due or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid before the same become delinquent, then in that case, the whole of said sum shall, and by this indenture does immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time being of the essence of this contract, said party Y of the first part agree S to make, execute and deliver to said party Y of the second part, a good and sufficient warranty deed conveying said real estate to them subject to the conditions herein and to the taxes for the year A. D. 1978/79 and subsequent taxes, upon surrender of this duplicate contract; Provided, that at any time before final payment has been made, upon the request of said first party Y said party Y of the second part shall execute to the said party Y of the first part, notes for the unpaid balance of the purchase money, secured by a first mortgage on said premises upon delivery of a deed conveying the title to said premises to Buyer

In case the said party Y of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed the Buyer shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall henceforth be deemed mere tenants at will under the said party Y of the first part and be liable to be proceeded against under the provisions of an Act regulating proceedings in cases of forcible entry and detainer, and the acts amending the same. And any payments that shall have been made, shall become forfeited to the party Y of the first part, as stipulated damages for the non-performance of this contract.

Said party Y of the second part 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 party Y of the first part shall be entitled to the immediate possession of said land and the improvements thereon.

No assignment of this contract shall be valid without the consent of the party Y of the first part endorsed thereon. Said parties respectively bind their heirs, successors and assigns, to the faithful performance of the terms of this agreement.

In Witness Whereof, The said parties have hereunto set their hands the day and year first above written.

M.A.T. PROPERTIES

INDUSTRIAL DEV. CO.

By: [Signature] (Partner) [Signature] (Partner)

By: [Signature] (Partner) [Signature] (Partner)

here terms/

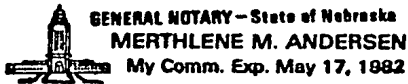
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

J. Terrance Haney

On 16 day of August, 1979, before me Merthlene M. Andersen, a notary public in and for said county, personally came ~~Hansy, P. Mess, Corp.~~ and Franklin P. Rogers, Partners in Industrial Dev. Co. to me personally known to be the identical persons whose names are affixed to the above instrument as grantor, and severally acknowledge the execution of the same to be their voluntary act and deed for the purposes therein expressed, and the voluntary act and deed of said Partnership.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska.

Merthlene M. Andersen
Notary Public



STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On 7th day of August, 1979, before me Kathleen Sandberg, a notary public in and for said county, personally came James A. Trapp and Glenn W. Mischke, Partners in M.A.T. Properties to me personally known to be the identical persons whose names are affixed to the above instrument as grantee, and severally acknowledge the execution of the same to be their voluntary act and deed for the purposes therein expressed, and the voluntary act and deed of said Partnership.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at Minneapolis, Minnesota.

Kathleen Sandberg
Notary Public
KATHLEEN SANDBERG
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Comm. Expires July 12, 1981

ADDENDUM "A"

To Land Contract Covering Lot 24, Cornhusker Industrial Park
Park No. 3, Douglas County, Nebraska

It is further agreed and understood between the Buyer and the Seller that:

(a) Seller shall have no responsibility to provide any street paving. The area on the attached plot called Exhibit "B" shown as a "temporary 40' radius turn around easement" constitutes a public easement and Buyer shall not build upon or enclose said easement within a fenced area. If, and when, any additional street paving is required by the City of Omaha or by Buyer, it will be the responsibility of the Buyer to provide such paving.

(b) In addition to the stated consideration of this purchase, the Buyer will, at its own expense, assume the responsibility of cleaning out and making the necessary repairs, replacement and extension to the existing storm sewer culvert that is located in the eastern tip of the property and over which the Buyer will be constructing its ingress and egress into the property. The Buyer agrees that it will not look to the Seller nor to any governmental body for the repair, replacement or extension of this drainway culvert.

(c) The Buyer is hereby put on notice that portions of the subject property contain some fill partially composed of, but is not limited to, such foreign objects as cobblestones and broken chunks of concrete and asphalt paving. Seller assumes no liability for the buildable quality of the soil nor the compaction thereof.

(d) Buyer will pay for all fees, charges or taxes collectible by any utility or improvement district or government entity including but not limited to all regular taxes and all permits, connection, feeder line, expansion, use, curb cut and other fees.

(e) This sale is subject to any and all existing or claimed storm sewer, drainway and roadway easements whether of record or not.

(f) Within thirty (30) days after the completion of storm sewer improvements and of construction of Buyer's proposed building and other site improvements, Buyer will furnish to Seller Mechanic's Lien Waivers from all suppliers, laborers and contractors so as not to encumber Seller's property with liens. Failure to furnish such waivers shall constitute a default by Buyer under this Land Contract.

(g) James A. Trapp is a licensed real estate broker in the State of Minnesota and is acting as a principal only.

(h) M.A.T. Properties, a Minnesota general partnership consisting of Glenn W. Mischke and James A. Trapp, sole and equal partners.

EXECUTED August 7, 1979.

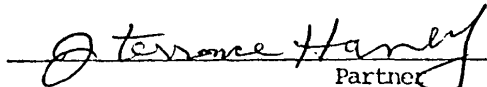
M. A. T. PROPERTIES

INDUSTRIAL DEV. CO.

By:  Partner

By:  Partner

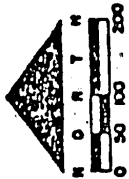
 Partner

 Partner

CORNHUSKER INDUSTRIAL PARK 1001

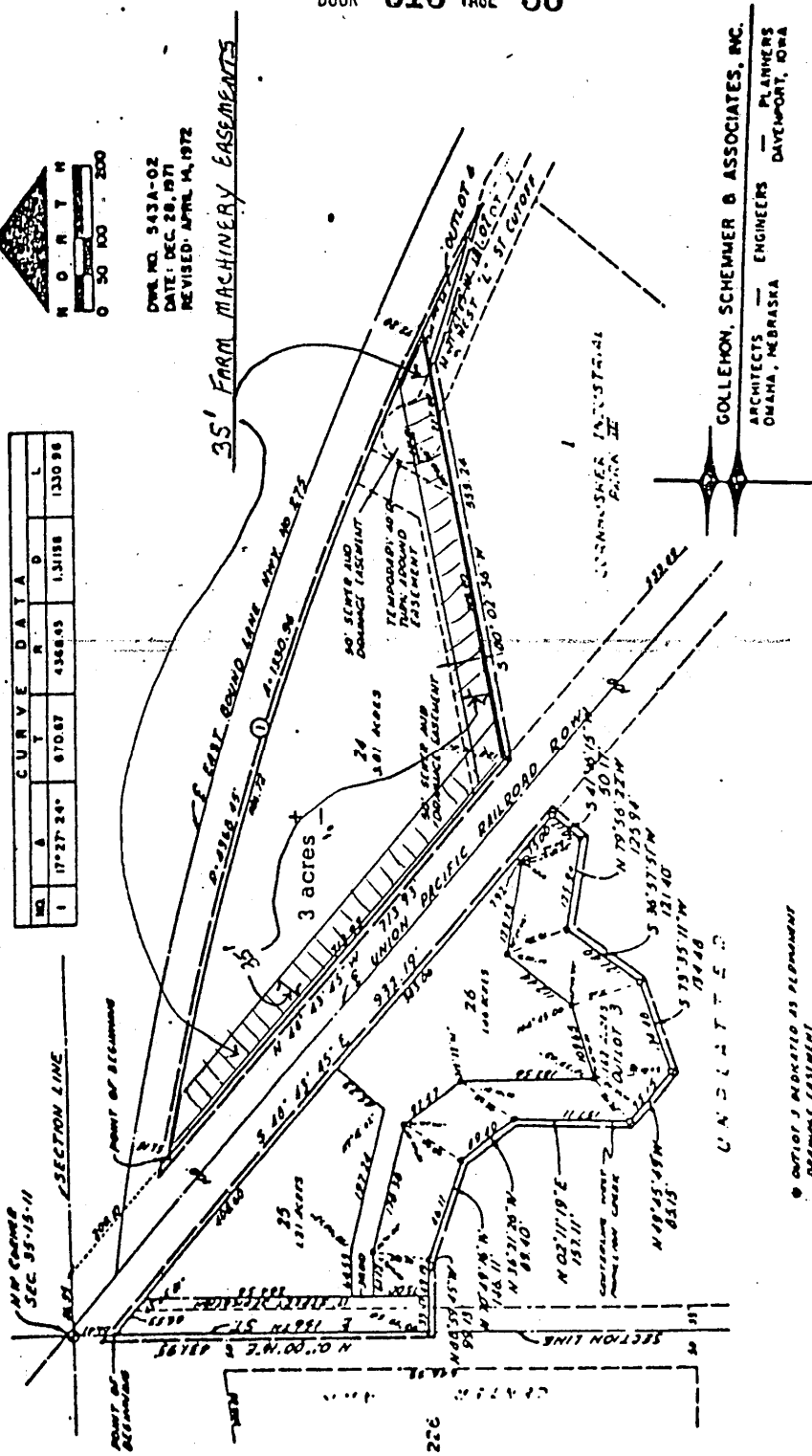
LOTS 24, 25, 26 & OUTLOTS 384

1. LOTS 24, 25, 26 & OUTLOTS 384 ARE LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DODD COUNTY, NEBRASKA.



DWL NO. 543A-02
DATE: DEC. 28, 1971
REVISED: APRIL 14, 1972

CURVE DATA			
NO.	B	R	L
1	17° 27' 24"	670.87	436.83
			1,315.8
			1,330.96



COLLETON, SCHEMME & ASSOCIATES, INC.
ARCHITECTS — ENGINEERS — PLANNERS
OMAHA, NEBRASKA — DAYTON, IOWA

EXHIBIT "B"

Fee 12.25
Index 11
Comped 11
78-587
78-525-

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RECEIVED
1979 AUG 14 PM 2:48
HAROLD OSTLER
REGISTER OF DEEDS
DODD COUNTY, NEBR.

44 Freick