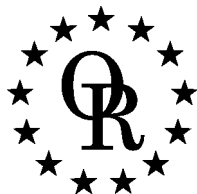


ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I— Requirements; and Schedule B, Part II— Exceptions.

Issued through the Office of:

TitleCore National, LLC
725 O Street
Lincoln, NE 68502

Authorized Signatory
ORT Form 4690 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Old Republic National Title Insurance Company

Schedule A ALTA COMMITMENT

File No. 39805C-19

1. Commitment Date: **September 27, 2019 at 08:00am**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount: **\$184,960.00**
Premium: **\$627.50**

Proposed Insured: **The State of Nebraska, Department of Transportation**

(b) 2006 ALTA Loan Policy

Proposed Policy Amount:
Premium:

Proposed Insured:

(c) Endorsements to be issued:

Insured Closing Letter Endorsement

Premium: **\$25.00**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

[Carol A. Talcott, Trustee as to an undivided 1/2 interest](#)
[Milton L. Talcott, Trustee as to an undivided 1/2 interest](#)

5. The Land is described as follows:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

EXHIBIT "A"

A TRACT OF LAND LOCATED IN LOT 28, IRREGULAR TRACTS IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

**REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION;
THENCE NORTHERLY A DISTANCE OF 50.32 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION;
THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE EXISTING COUNTY ROADS TO THE POINT OF BEGINNING;
THENCE NORTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 27.77 FEET ALONG THE EASTERLY COUNTY ROAD RIGHT OF WAY LINE;
THENCE EASTERLY DEFLECTING 089 DEGREES, 05 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 129.41 FEET;
THENCE NORTHEASTERLY DEFLECTING 045 DEGREES, 47 MINUTES, 23 SECONDS LEFT, A DISTANCE OF 218.80 FEET;
THENCE NORTHEASTERLY DEFLECTING 012 DEGREES, 41 MINUTES, 10 SECONDS RIGHT, A DISTANCE OF 827.23 FEET; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES, 36 MINUTES, 19 SECONDS RIGHT, A DISTANCE OF 302.00 FEET;
THENCE NORTHEASTERLY DEFLECTING 005 DEGREES, 46 MINUTES, 29 SECONDS RIGHT, A DISTANCE OF 204.80 FEET;
THENCE NORTHEASTERLY DEFLECTING 015 DEGREES, 02 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 447.27 FEET;
THENCE NORTHEASTERLY DEFLECTING 006 DEGREES, 36 MINUTES, 34 SECONDS RIGHT, A DISTANCE OF 994.18 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION, SAID POINT BEING LOCATED 1,776.28 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION;
THENCE SOUTHERLY DEFLECTING 122 DEGREES, 55 MINUTES, 52 SECONDS RIGHT, A DISTANCE OF 431.90 FEET ALONG SAID LINE; THENCE SOUTHWESTERLY DEFLECTING 061 DEGREES, 14 MINUTES, 31 SECONDS RIGHT, A DISTANCE OF 350.32 FEET;
THENCE SOUTHWESTERLY DEFLECTING 008 DEGREES, 15 MINUTES, 31 SECONDS LEFT, A DISTANCE OF 751.04 FEET;
THENCE SOUTHWESTERLY DEFLECTING 001 DEGREES, 37 MINUTES, 25 SECONDS RIGHT, A DISTANCE OF 948.29 FEET;
THENCE SOUTHWESTERLY DEFLECTING 014 DEGREES, 33 MINUTES, 37 SECONDS LEFT, A DISTANCE OF 129.04 FEET TO A POINT ON THE NORTHERLY EXISTING COUNTY ROAD RIGHT OF WAY LINE;
THENCE WESTERLY DEFLECTING 049 DEGREES, 11 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 830.54 FEET ALONG SAID LINE TO THE POINT OF BEGINNING**

Old Republic National Title Insurance Company

Schedule B - I ALTA COMMITMENT

File No. 39805C-19

REQUIREMENTS

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Trustee's Deed executed by Carol A. Talcott, Trustee(s) in accordance with the _____ Trust created _____ AND Milton L. Talcott, Trustee(s) in accordance with the _____ Trust created _____ in favor of The State of Nebraska, Department of Transportation.
5. Address the payment of all taxes and assessments, levied and assessed against subject property, which are due and payable.
6. Execution of the Certificate Regarding Owner by the titleholder.
7. Order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.
8. General taxes assessed under Tax Key No. 16-36-300-003-000 for the year 2018 due and payable December 31, 2018 levied in the amount of \$9,007.90; first installment is PAID, second installment is PAID.
9. No Deed(s) of Trust and/or Lien(s) have been found filed of record up to the effective date of this commitment. If you are intending to pay a Deed of Trust and/or Lien and one should be filed, please advise TitleCore National, LLC immediately with any additional information you can provide. TitleCore National reserves all rights to amend commitments upon review of additional information provided.
10. Prior to closing of this transaction, provide to TitleCore National, LLC a copy of the Trust whereas Carol A Talcot is Trustee and is referenced in Quitclaim Deed recorded as [Instrument No. 93-34364](#) for review by title company. NOTE: Further requirements may follow upon receipt and review of said documentation.

AND/OR

Furnish for our approval a Certification of Trust given pursuant to 30-38,102 and 30-38,103 of the Nebraska Uniform Trust Code, which must be executed by all current trustees of the Trust whereas Carol A. Talcot is Trustee and is referenced in Quitclaim Deed recorded as [Instrument No. 93-34364](#).
11. Prior to closing of this transaction, provide to TitleCore National, LLC a copy of the Trust whereas Milton L. Talcot is Trustee and is referenced in Quitclaim Deed recorded as [Instrument No. 93-34363](#) for review by title company. NOTE: Further requirements may follow upon receipt and review of said documentation.

AND/OR

Furnish for our approval a Certification of Trust given pursuant to 30-38,102 and 30-38,103 of the Nebraska Uniform Trust Code, which must be executed by all current trustees of the Trust whereas Milton L. Talcot is Trustee and is referenced in Quitclaim Deed recorded as [Instrument No. 93-34363](#).

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Old Republic National Title Insurance Company

Schedule B - II ALTA COMMITMENT

File No. 39805C-19

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER INDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

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

3. The lien of the general taxes for the full year 2019, for Parcel ID 16-36-300-003-000, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of said County Treasurer where property is located for collection at the date hereof.
4. Any and all unpaid amounts due for water bills, and/or bills for any other utility, if any.
5. Terms, provisions, conditions, restrictions, easements, reservations and rights incident as set forth in Right of Way Agreement recorded February 17, 1954 in [Miscellaneous Book 50, Page 473](#); assigned by Warranty Deed recorded March 30, 1965 in Deed Book 705, Page 269 of the Lancaster County Register of Deeds, Nebraska.
6. Easement and rights incident thereto as set forth in Easement recorded July 15, 1959 in [Miscellaneous Book 73, Page 164](#) of the Lancaster County Register of Deeds, Nebraska.
7. Easement and rights incident thereto as set forth in Right of Way Easement recorded July 18, 1973 as [Instrument No. 73-14128](#) of the Lancaster County Register of Deeds, Nebraska.
8. Easement and rights incident thereto as set forth in Right of Way Easement recorded March 2, 1982 as [Instrument No. 82-2853](#) of the Lancaster County Register of Deeds, Nebraska.
9. Easement and rights incident thereto as set forth in Right of Way Easement recorded May 6, 1982 as [Instrument No. 82-6524](#) of the Lancaster County Register of Deeds, Nebraska.

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10. Terms, provisions, conditions, restrictions, easements and rights incident as set forth in Lease as disclosed by Oil and Gas Lease; between Wm, Buecher, a widower, Lessor, and Jesse B. Hays, Lessee, for a term of 5 years and as long thereafter as oil or gas or either of them is produced from land, dated July 22, 1946 and recorded September 10, 1946 in [Deed Book 381, Page 481](#) of the Lancaster County Register of Deeds, Nebraska.
11. Easement and rights incident thereto as set forth in Right of Way Easement recorded April 16, 1992 as [Instrument No. 92-16474](#) of the Lancaster County Register of Deeds, Nebraska.
12. Easement and rights incident thereto as set forth in Right of Way Easement recorded November 13, 1995 as [Instrument No. 95-37183](#) of the Lancaster County Register of Deeds, Nebraska.
13. Terms, provisions, conditions, restrictions, easements, reservations and rights incident as set forth in Right of Way Contract recorded January 13, 2010 as [Instrument No. 2010-1865](#) of the Lancaster County Register of Deeds, Nebraska.
14. Easement and rights incident thereto as set forth in Easement recorded February 3, 2012 as [Instrument No 2012-5436](#) of the Lancaster County Register of Deeds, Nebraska.



LANCASTER COUNTY ASSESSOR

County Assessor/Register of Deeds



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Property Detail Sheet (R77553)



[Treasurer Info](#)



[GIS Map](#)



[Datasheet](#)



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Owner Information

Owner Name: **TALCOTT, MILTON L & CAROL A TR**

Owner Address: **8100 ROKEBY RD
LINCOLN, NE 68506**

Property Address:

Parcel Information

Legal Description: **S36, T9, R7, 6th Principal Meridian, LOT 28 SW**

Property ID: **16-36-300-003-000**

Exemption Codes:

Primary Class: **A2(Ag Unimproved)**

Primary Use: **13(Agricultural)**

Zoning: **AG(AG-Agriculture District)**

Neighborhood: **3300(RURAL MARKET AREA THREE - ACREAGE)**

Year Built: **N/A**

Imp Type: **N/A**

No of Buildings: **0**

Total Living Area:

Sales History

Instrument #

Sale Date

Sale Price

[2002026579](#)

03/18/2002

0

Values Breakdown

2019 Assessed Value

Total Non-Ag Assessed:

Total Ag Sp Assessed:

\$548,600



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).



[County Treasurer](#) [Property Information Search](#) [Property Tax Information](#)

Rachel Garver Lancaster County Treasurer Property Tax Information

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Tax Year: 2018 **Roll:** Real Estate **Parcel:** 16-36-300-003-000

Owner: TALCOTT, MILTON L & CAROL A TR
Owner Address: 8100 ROKEBY RD **City:** LINCOLN, NE 68506
Situs Address: 999999 **NO SITUS** ST **City:** LINCOLN

Tax District: 0172 RURAL **Tax Rate:** 1.6114060 %
Property Class: A2 AG UNIMPROVED

Legal Description: S36, T9, R7, 6TH PRINCIPAL MERIDIAN, LOT 28 SW

Tax Sale: No
Assignment: No **Special Assessment History:** No **Special Sale:** No

Property Payment Calculator

Payment Date:

No Payment is Due.

Property Tax History

Year	Owner	Tax Value	Tax Amount	Paid Tax	Paid Int	Paid Fee	Owed Tax+Fee	Tax Sale
2018	TALCOTT, MILTON L & CAROL A TR	597,500	9,007.90	9,007.90	0.00	0.00	0.00	No
2017	TALCOTT, MILTON L & CAROL A TR	597,500	8,812.16	8,812.16	0.00	0.00	0.00	No
2016	TALCOTT, MILTON L & CAROL A TR	619,200	9,403.72	9,403.72	0.00	0.00	0.00	No
2015	TALCOTT, MILTON L & CAROL A TR	544,300	8,337.58	8,337.58	0.00	0.00	0.00	No

2014	TALCOTT, MILTON L & CAROL A TR	503,900	7,713.98	7,713.98	0.00	0.00	0.00	No
2013	TALCOTT, MILTON L & CAROL A TR	431,900	6,720.50	6,720.50	0.00	0.00	0.00	No
2012	TALCOTT, MILTON L & CAROL A TR	344,300	5,223.78	5,223.78	0.00	0.00	0.00	No
2011	TALCOTT, MILTON L & CAROL A TR	275,000	4,024.94	4,024.94	0.00	0.00	0.00	No
2010	TALCOTT, MILTON L & CAROL A TR	211,400	3,057.06	3,057.06	0.00	0.00	0.00	No
2009	TALCOTT, MILTON L & CAROL A TR	214,800	3,050.00	3,050.00	0.00	0.00	0.00	No
2008	TALCOTT, MILTON L & CAROL A TR	182,603	2,584.14	2,584.14	1.49	0.00	0.00	No
2007	TALCOTT, MILTON L & CAROL A TR	153,581	2,179.30	2,179.30	0.00	0.00	0.00	No
2006	TALCOTT, MILTON L & CAROL A TR	163,820	2,490.20	2,490.20	0.00	0.00	0.00	No
2005	TALCOTT, MILTON L & CAROL A TR	137,116	2,146.86	2,146.86	4.53	0.00	0.00	No

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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TitleCore National, LLC

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of TitleCore National, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any question about our Privacy Policy Notice, please contact us by writing to:

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, NE 68114

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



Old Republic National Title Insurance Company

400 Second Avenue South
Minneapolis, Minnesota 55401-2499
(612) 371-1111
(800) 328-4441
oldrepublictitle.com

To: Proposed Insured (s)

Re: Insured Closing Service

Dear Sir and/or Madam:

The protection herein offered extends only to real property transactions in the State of Nebraska.

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.

2. This Company will not be liable for loss arising out of:

- a) Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
- b) Loss or impairment of your funds in the course of collection or while on deposit with a bank for disbursement due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
- c) The refusal of any governmental agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written closing instructions;
- d) Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
- e) Actions taken by the Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b);

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota, 55401. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 90 days hereafter send written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CERTIFICATE REGARDING OWNER

The undersigned, hereinafter referred to as "Owner" (whether one or more), in order to induce TitleCore National, LLC or Old Republic National Title Insurance Company (individually or together, "Title Company") to issue its policy(ies) of title insurance, in accordance with Commitment No. 39805C-19, on property legally described as follows: (the "Premises")

A TRACT OF LAND LOCATED IN LOT 28, IRREGULAR TRACTS IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION;
THENCE NORTHERLY A DISTANCE OF 50.32 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION;
THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE EXISTING COUNTY ROADS TO THE POINT OF BEGINNING;
THENCE NORTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 27.77 FEET ALONG THE EASTERLY COUNTY ROAD RIGHT OF WAY LINE;
THENCE EASTERLY DEFLECTING 089 DEGREES, 05 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 129.41 FEET;
THENCE NORTHEASTERLY DEFLECTING 045 DEGREES, 47 MINUTES, 23 SECONDS LEFT, A DISTANCE OF 218.80 FEET;
THENCE NORTHEASTERLY DEFLECTING 012 DEGREES, 41 MINUTES, 10 SECONDS RIGHT, A DISTANCE OF 827.23 FEET; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES, 36 MINUTES, 19 SECONDS RIGHT, A DISTANCE OF 302.00 FEET;
THENCE NORTHEASTERLY DEFLECTING 005 DEGREES, 46 MINUTES, 29 SECONDS RIGHT, A DISTANCE OF 204.80 FEET;
THENCE NORTHEASTERLY DEFLECTING 015 DEGREES, 02 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 447.27 FEET;
THENCE NORTHEASTERLY DEFLECTING 006 DEGREES, 36 MINUTES, 34 SECONDS RIGHT, A DISTANCE OF 994.18 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION, SAID POINT BEING LOCATED 1,776.28 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION;
THENCE SOUTHERLY DEFLECTING 122 DEGREES, 55 MINUTES, 52 SECONDS RIGHT, A DISTANCE OF 431.90 FEET ALONG SAID LINE; THENCE SOUTHWESTERLY DEFLECTING 061 DEGREES, 14 MINUTES, 31 SECONDS RIGHT, A DISTANCE OF 350.32 FEET;
THENCE SOUTHWESTERLY DEFLECTING 008 DEGREES, 15 MINUTES, 31 SECONDS LEFT, A DISTANCE OF 751.04 FEET;
THENCE SOUTHWESTERLY DEFLECTING 001 DEGREES, 37 MINUTES, 25 SECONDS RIGHT, A DISTANCE OF 948.29 FEET;
THENCE SOUTHWESTERLY DEFLECTING 014 DEGREES, 33 MINUTES, 37 SECONDS LEFT, A DISTANCE OF 129.04 FEET TO A POINT ON THE NORTHERLY EXISTING COUNTY ROAD RIGHT OF WAY LINE;
THENCE WESTERLY DEFLECTING 049 DEGREES, 11 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 830.54 FEET ALONG SAID LINE TO THE POINT OF BEGINNING

does hereby certify as follows:

1. Owner has owned the Premises and improvements exclusively and continuously for six months last past.
2. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document.
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises.
4. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve months for alterations, repair work, or new construction on the Premises for which payment has not been made.
5. There are no public improvements in the vicinity of the Premises under construction, completed but not assessed, or contemplated, which could be a basis for any special assessment being levied against the Premises after closing. All current assessments have been paid.
6. There are no chattel mortgages, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon the Premises.
7. There are no encroachments of any improvements, (including fences, driveways, stoops, decks, eaves) onto adjoining property (including streets) or onto easement grants; nor from adjoining property onto subject Premises. And there have been no disputes with neighbors or others over the location of any improvements or boundary lines.

8. There are no easement grants, including joint drive or party wall, affecting subject Premises other than those recorded and shown on the above referenced Commitment.
9. There have been no bankruptcy proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown on the Commitment.
10. There are no unsatisfied judgments of record, or state or federal tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown on the Commitment.
11. There is no other name under which Owner has operated or been known which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any association, condominium regime or any other such organization and/or any taxing authority at date hereof.

Owner makes the above representations, and hereby indemnifies and agrees to save harmless Title Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself.

Dated this _____ day of _____, 2019.

By Carol Talcott, Trustee

By Milton Talcott, Trustee

Commitment No.: 39805C-19