

**COMMONWEALTH LAND TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

Issued by:  
**Omaha Title, Inc.**  
13917 Gold Circle  
Omaha, NE 68144  
(402) 333-1188  
Fax: (402) 333-4755

Commitment No.: **OTS70005**

File No.: **70005**

**SCHEDULE A**

1. Effective Date: **March 29, 1999 at 8:00am**

|  |                     |
|--|---------------------|
| 2. Policy or Policies to be issued:                                | Amount              |
| (b) <input checked="" type="checkbox"/> ALTA Loan Policy: 10-17-92 | <b>\$435,000.00</b> |
| Premium:   | <b>\$717.50</b>     |

Proposed Insured:  Conv       FHA       VA

**First Bank**

3. The estate or interest in the land described or referred to in this commitment and covered herein is a **Fee Simple**, and title thereto is at the effective date hereof vested in:

**Banyan Homes, Inc., a Nebraska Corporation**

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

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Fox Meadow, an Addition to the City of Bellevue as surveyed, platted, and recorded in Sarpy County, Nebraska.**

**Commonwealth Title Agency**

Countersigned: \_\_\_\_\_  
(signature)  
, Authorized Officer or Agent

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

File No.: 70005

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### SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Instrument creating the estate or interest to be insured must be executed and filed for record, to wit:
5. Partial Deed of Reconveyance for Deed of Trust at Instrument No. 98-16165.
6. Require Ratification of Plat to include the signing of First American Savings Bank.
7. Construction Loan documents and Notice of Commencement executed by Banyan Homes, in favor of First American Savings Bank, FSB.
8. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and trustor(s) herein will serve to delete the standard lien and possession exceptions.
9. Order Verbal update from Title Company prior to closing to detect any matters appearing of record after effective date of this commitment.
10. NOTE: IF ANY ENDORSEMENTS ARE REQUIRED BY THE LENDER, THEY MUST BE ORDERED PRIOR TO CLOSING OF THIS TRANSACTION. ANY ENDORSEMENTS ORDERED AFTER CLOSING WILL BE BILLED DIRECTLY TO THE LENDER.

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

File No.: 70005

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### SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the current public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. (Taxed as Lot 1) Tax Key No. 011-346-558: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
3. (Taxed as Lot 2) Tax Key No. 011-346-566: 1998/99 County and City Taxes, \$384.94 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
4. (Taxed as Lot 3) Tax Key No. 011-346-574: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
5. (Taxed as Lot 4) Tax Key No. 011-346-582: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
6. (Taxed as Lot 5) Tax Key No. 011-346-590: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
7. (Taxed as Lot 6) Tax Key No. 011-346-604: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
8. (Taxed as Lot 7) Tax Key No. 011-346-612: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1,

1999.

9. (Taxed as Lot 8) Tax Key No. 011-346-620: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
10. (Taxed as Lot 9) Tax Key No. 011-346-639: 1998/99 County and City Taxes, \$110.04 unpaid. first half delinquent with interest accruing; second half due and will become delinquent August 1, 1999.
11. Deed of Trust dated June 18, 1998, filed June 19, 1998 at Instrument No. 98-16165 of the Mortgage records of Sarpy County, Nebraska, executed by Banyan Homes, Inc., a Nebraska Corporation, and Dean L. Eckel and Barbara L. Eckel Trustee's of the Dean L. Eckel Trust 1996 and Barbara L. Eckel and Dean L. Eckel Trustee of the Barbara L. Eckel, Trust 1996, in favor of First American Savings Bank, as Trustee and Beneficiary, securing the sum of \$204,600.00. Contains other Property.
12. Plat and Dedication filed August 11, 1998 at Instrument No. 98-22224 of the Deed records of Sarpy County, Nebraska, grants easement to Omaha Public Power District and Northwestern Bell Telephone Company for utility installation and maintenance on, over, through, under and across a 5 foot wide strip of land adjoining front and side lot lines; an 8 foot wide strip of land adjoining rear lot lines of interior lots; and a 16 foot wide strip adjoining rear lot lines of exterior lots. Perpetual Easement to MUD, for 5 feet abutting all Streets, Avenues, and Circles. Permanent Drainage Easement to City of Bellevue over portions of Lots 1 & 2. Permanent Sanitary Sewer and Storm Sewer Easement over portions of Lots 2, 3, and outlot A.
13. For information purposes only: No Coverage is provided for special assesments levied and certified to the Office of the County Treasurer after the effective date of the Title Insurance Policy. Buyers are advised to make inquiry of the City or Village in which the property lies as to any unpaid charges for litter or weed removal, sidewalk repair or any other services.

**NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:**

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.