

FAXED

Omaha Title INC.

RUSH

OT 27664

TITLE INSURANCE ORDER FORM

DATE: 12-21-95

CUSTOMER: Jeff Rensch

Listing agent: _____

Selling agent: _____

Purchase Price: _____

Loan Amount: 967,775

CONV FHA VA NIFA

LENDER: Omaha State Bank

Loan Officer: Bruce Cramer

Phone: _____

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION:

Lots 36, 66, 69, 105, 124, 131, 132, 140, 149, 170, 173, 178, 70, 112, 120, 128, 129, 130, 141, 166, 185, Lot 1 Replat 3, and Lot 2 Replat 3, Under

STATES

2nd Addition

SEILER: _____

SS# _____

PURCHASER: Rensch Homesites, L.L.C.

SS# Applied for

DELIVERY DATE: early next week

CLOSING DATE: 1-5-96

RUSH

not filed yet as of 12/29/95

Omaha Title INC.

27664

SRCH DATE 12/31 UPDT _____ UPDT _____ UPDT _____ UPDT _____

RECD DATE 12/26 RECD _____ RECD _____ RECD _____ RECD _____

ADDRESS See taxes

LEGAL (Attached)

TITLEHOLDER Horgan Development Company, Inc

BOOK _____ PAGE _____ DATED _____ RECORDED _____

ENCUMBRANCES:
BOOK 4466 PAGE 722 DATED 12/21/94 RECD 1/13/95 AMT 6,000,000.00

TR/MTR: Same, a NC

TE/MTE: FNB - of Om

BNF: FNB - of Om

ASSIGNED: NOC

BOOK 217 PAGE 525 DATED _____ RECORDED 1/13/95

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 # _____ LOT SPLIT REFI AFFID

941 (95/00) (Attached) LOT SPLIT REQUIREMENT

921 _____ SID# 397

921 _____ PCMP Y N

911 BYP _____ CMPP Y N

SPECIAL ASSESSMENTS: Check all 21

BUYERS: Fensch Homesites, L.L.C. ALPH BCNP SECURITY

MGT Investment Co
934
907
905
906
907
908
909
910
911

27664

Legals

lots 36, 66, 69, 70, 105, 112,
120, 124, 128, 129, 130, 131, 132,
140, 141, 149, 166, 172, 173, 178,
and 185, Linden Estates 2nd
Addition, a subdivision, as
SPR in DCN.

(lots 132 & 3 not plotted yet!)

we'll do them later!

~~Require~~ Require articles of incorporation on
Rensch Homesites, L.L.C.,
be filed in the office of
the Secretary of State,
State of NE.

Declaration

176641

1152 7/27/95
416 7/28/95

contains certain
resrv - on sp -

Easements reserved for
1/2" of boundary fence over
boundary lots.

Provisions concerning the Linder
Estate, and Addition Homeowners
Association, dues and assessments,
and notice of potential telephone
facilities charge.

Easements reserved to utility
companies for 1/2" over F, R, &
S BLS.

Plat

1996
9 1/11/95

Easements reserved to
utility companies
for 1/2" over
F, R, & S BLS.

Plus See Attached

276d41

Recorded plat also indicates the following:

Lots 70 and 105 shall have no direct access to 132nd St.

Lot 149 shall have no direct access to 137th St.

Lot 70 reveals a 10' wall easement along the eastern B/L.

Lot 105 reveals a 10' wall easement along the eastern B/L.

Lot 140 reveals a 20' sewer and drainage easement along the western B/L.

Lot 141 reveals a 20' sewer and drainage easement along the eastern B/L.

Lot 166 reveals a 30' sewer and drainage easement along the northern B/L.

Lot 185 reveals a 10' utility easement to NWB along the rear portion.

* fax keys, faxes, and
address' attached

show
95/40 # only
(closing in '96)

also searched

Gzek Homes, Inc., a NC

JPH Land Co., a NC

everyone ok!

PTAX 2746 2945 16 MC

REAL PROPERTY TAX INQUIRY

YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	5000	0	5000	151.92	0.00	.00	0

13506 Hamilton St.

L LINDEN ESTATES 2ND ADD
E LOT 36 BLOCK 0
G IRREG

O HORGAN DEVELOPMENT CO
W 13215 BIRCH ST STE # 103
N
E OMAHA NE 68164
R

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

PTAX 2746 3005 16 MC

REAL PROPERTY TAX INQUIRY

YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13310 Nicholas St.

L LINDEN ESTATES 2ND ADD
E LOT 66 BLOCK 0
G IRREG

O HORGAN DEVELOPMENT CO
W 13215 BIRCH ST STE # 103
N
E OMAHA NE 68164
R

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

PTAX 2746 3011 16 MC

YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	REAL PROPERTY NET VALUE	TAX INQUIRY TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13253 Hamilton St.

L LINDEN ESTATES 2ND ADD D HORGAN DEVELOPMENT CO
 E LOT 69 BLOCK 0 W 13215 BIRCH ST STE # 103
 G IRREG N
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3013 16 MC

YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	REAL PROPERTY NET VALUE	TAX INQUIRY TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13209 Hamilton St.

L LINDEN ESTATES 2ND ADD D HORGAN DEVELOPMENT CO
 E LOT 70 BLOCK 0 W 13215 BIRCH ST STE # 103
 G 190X180 N
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3083 16 MC

YEAR	TAX DIST	TOTAL VALUE	REAL HOMESTEAD VALUE	PROPERTY NET VALUE	TAX INQUIRY TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13220 Cumming St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LDT 105 BLOCK 0 W 13215 BIRCH ST
 G 140 X 180 N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3097 16 MC

YEAR	TAX DIST	TOTAL VALUE	REAL HOMESTEAD VALUE	PROPERTY NET VALUE	TAX INQUIRY TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

830 N. 132nd Ave.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LDT 112 BLOCK 0 W 13215 BIRCH ST
 G 130 X 150 N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3113 16 MC

TAX		REAL		PROPERTY TAX		INQUIRY		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	TAX PAID	PAID	ADV
1995	1760	10000	0	10000	303.84	0.00		.00	0

13262 Surf St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 120 BLOCK 0 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3121 16 MC

TAX		REAL		PROPERTY TAX		INQUIRY		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	TAX PAID	PAID	ADV
1995	1760	10000	0	10000	303.84	0.00		.00	0

838 N. 1332nd St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 124 BLOCK 0 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3133 16 MC

REAL PROPERTY TAX INQUIRY							
TAX YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID ADV
1995	1760	10000	0	10000	303.84	0.00	.00 0

13516 Burt St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 130 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3135 16 MC

REAL PROPERTY TAX INQUIRY							
TAX YEAR	TAX DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID ADV
1995	1760	10000	0	10000	303.84	0.00	.00 0

13506 Burt St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 131 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3155 16 MC

TAX		REAL PROPERTY TAX INQUIRY			TAX		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13652 Birch St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 141 BLOCK 0 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3171 16 MC

TAX		REAL PROPERTY TAX INQUIRY			TAX		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	PAID	ADV
1995	1760	10000	0	10000	303.84	0.00	.00	0

13701 Cumming St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 149 BLOCK 0 W 13215 BIRCH ST
 G IRREG N STE 103
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3219 16 MC

TAX		REAL PROPERTY TAX INQUIRY			TAX		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	PAID	PAID	ADV
1995	1760	5000	0	5000	151.92	0.00	.00	0

14308 Cumings St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 173 BLOCK 0 W 13215 BIRCH ST STE # 103
 G IRREG N
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3229 16 MC

TAX		REAL PROPERTY TAX INQUIRY			TAX		INTEREST	
YEAR	DIST	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	PAID	PAID	ADV
1995	1760	5000	0	5000	151.92	0.00	.00	0

14319 Cumings St.

L LINDEN ESTATES 2ND ADD O HORGAN DEVELOPMENT CO
 E LOT 178 BLOCK 0 W 13215 BIRCH ST STE # 103
 G IRREG N
 A E OMAHA NE 68164
 L R

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

PTAX 2746 3243 16 MC

REAL PROPERTY TAX INQUIRY		REAL PROPERTY TAX INQUIRY		REAL PROPERTY TAX INQUIRY		REAL PROPERTY TAX INQUIRY	
TAX YEAR	TOTAL VALUE	HOMESTEAD VALUE	NET VALUE	TAX BILLED	TAX PAID	INTEREST PAID	ADV
1995 1760	5000	0	5000	151.92	0.00	.00	0

920 N. 143rd Avenue CR -

L LINDEN ESTATES 2ND ADD	D HORGAN DEVELOPMENT CO
E LOT 185 BLOCK 0	W 13215 BIRCH ST STE # 103
G IRREG	N
A	E OMAHA NE 68164
L	R
Alt-Z FOR HELP VT100	FDX 9600 E71 LOG CLOSED PRINT OFF ON-LINE

CORL	CIZEK HOMES, INC.			REGISTERED AGENT	ADDRESS	
BOOK	PAGE	DATE	DESCRIPTION			
70268	271	022383	ORG FIL	THOMAS D. STALNAKER	3535 HARNEY	-00300900
70292	561	082085	NAME CHG			-00100500
70305	367A	122486	CHG AGT OFC	THOMAS D. STALNAKER	8805 INDIANHILLS D	00100000

END OF ENTRIES

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

CORL	J P H LAND CO.			REGISTERED AGENT	ADDRESS	
BOOK	PAGE	DATE	DESCRIPTION			
70285	209	111384	ORG FIL	SALVADORE CARTA	10050 REGENCY CIRC	00201000

END OF ENTRIES

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

ASSIGNMENT OF INTEREST

DAN WITT / DAN WITT BUILDERS, INC hereby assigns to RENSEH HOMESITES, LLC, all of his rights, title and interest in and to Lot SEE ATTACHED LOT LIST a Subdivision in Douglas County, Nebraska, as set forth in the Option Agreement dated OCTOBER 24th 1995.

Executed this _____ day of _____, 1995.

ACCEPTANCE

The Assignment set forth above is accepted and the undersigned hereby agrees to be bound by the terms, conditions and provisions of the ~~Option~~ Agreement dated OCTOBER 24th 1995, attached hereto as "Exhibit A", respectively, and made a part hereof by this reference thereto, for the purchase of Lots PER AGREEMENT, a Subdivision in Douglas County, Nebraska, in the same manner and in the same degree as if the original ~~option~~ agreement was with RENSEH HOMESITES, LLC. Provided, however, notwithstanding the provisions of said Option Agreement, that the \$10,000 Option Money deposited by DAN WITT / DAN WITT BUILDERS, INC will be returned to DAN WITT BUILDERS, INC upon closing of the sale of Lots PER AGREEMENT and will not be credited to RENSEH HOMESITES, LLC at the time of final payment for the lot.

Accepted this 19th day of December, 1995.

Bubona / Kottschubert
Witness

Jeff R. Deal
R.H.F. LLC

Greg @ Maenner / Morgan
498-8800
Under-Estates 2nd Addition
Replot 3 not plotted yet!

Julia
Jeff R. Deal
8315 PR

LINDEN ESTATES 2ND ADDITION
PURCHASE CONTRACT

OFFER

The undersigned ("Purchaser") hereby agrees and offers to purchase from CIZEK HOMES, INC., a Nebraska corporation (the "Owner"), Lots #1 Replat 3, #2 Replat 3, 36, 66, 69, 105, 124, 131, 132, 140, 149, 172, 173, and 178, Linden Estates II, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Property").

Purchaser agrees to pay for the Property the sum of One Million One Hundred Two Thousand Seven Hundred Seventy-five and no/100 DOLLARS (\$1,102,775.00) on the following terms:

- a. \$ 140,000.00, down payment, representing \$10,000.00 per lot.
- b. \$ 682,775.00 to be paid at closing in cash or certified check, per the attached Addendum to Purchase Contract.
- c. \$ 280,000.00, representing \$ 20,000.00 per lot credit for Estimated Special Assessments. If estimated credit is given, such credit is Owners estimate of the amount of special assessments on the Property by Sanitary Improvement District No. 397 for completed improvements and improvements presently under construction. In the event the special assessment or assessments actually levied for such improvements should exceed the estimated credit, Owner will promptly reimburse Purchaser for the amount of such excess. In the event the estimated credit exceeds the special assessments actually levied for such improvements, Purchaser will promptly reimburse Owner for the amount of such excess.

If credit is given for Actual/Estimated Special Assessments under Section c. above, Purchaser shall pay all levied and unlevied special assessments by Sanitary and Improvement District No. 397 for public improvements. If no credit is given for Actual/Estimated Special Assessments under Section c. above, Owner shall pay all presently levied special assessments and all special assessments for public improvements currently under construction.

Closing of the purchase contemplated by this Offer shall be held on December 15, 1995 in the offices of Horgan Development Company, 13215 Birch Street, Omaha, Nebraska 68164, or at such other place and time as may be mutually agreed upon by Owner and Purchaser. The Purchaser shall have possession upon closing.

Owner warrants that it has a good, valid and marketable title to the Property in fee simple, and agrees to convey such title by Warranty Deed, free and clear of all liens and encumbrances, except: a) protective covenants, easements, conditions and restrictions now of record, b) lien of current real estate taxes,

and c) any levied or unlevied special assessments.

Purchaser acknowledges receipt of a copy of a Declaration of Covenants, Conditions, Restrictions and Easements which concern the Property, with particular attention being directed to: (i) Article I, requiring the approval of two sets of construction plans, a plot plan and landscaping plan prior to initiation of construction of any structure or improvement on the Lots, and (ii) Article III which provides that the owner of each Lot shall be a member of the Homeowners Association, which has all owners of Lots in the Subdivision as its members, and which has the right and authority to impose dues and assessments on its members.

Real estate taxes due January 1, 1995, (delinquent April 1 and August 1, 1995), will be prorated as of the date of closing.

Owner will not deliver an abstract, title insurance binder, or other evidence of title. Title insurance on the Property may be procured by Purchaser.

The Owner makes no representation or warranty concerning the soil compaction, buildable quality or bearing capacity of the soil of the Property. The Purchaser agrees that it is solely the Purchaser's responsibility to make appropriate tests to determine the buildable quality of the Property. If any tests conducted by Purchaser with regard to bearing values be unsatisfactory to the Purchaser, Purchaser may rescind this contract, and the Purchase Price, or so much thereof as has been paid, will be refunded, provided that Purchaser's right to rescind and recover such Purchase Price shall expire ninety (90) days from the date hereof, or upon commencement of any grading or excavation operations on the Property, whichever date is earlier. The Purchaser acknowledges that in the preparation of the lots for sale, certain changes in the contour of the Property's terrain and slope may have been made which could have an effect upon the drainage of both the lots and area in general. The Purchaser does hereby acknowledge these circumstances and does hereby release and discharge the Owner from any and all responsibility for the buildable quality of the lots and the control or flow of surface water of any kind.

The Purchaser will be required to pay any sewer connection fee to the Clerk of Sanitary and Improvement District No. 397 of Douglas County, Nebraska (the "District") before a building permit will be issued from the City of Omaha. The current sewer connection fee established by the City of Omaha is Five Hundred Ten and no/100 Dollars (\$510.00). This amount is subject to change without notice. It is understood and acknowledged that the Owner shall have no responsibility to pay such sewer connection fee and that the Property covered by this contract is located within the boundaries of the District. Purchaser acknowledges receipt of the Statement of the Clerk of Sanitary and Improvement District No. 397, and a statement containing the names of the current Board of Trustees of the Sanitary and Improvement District, the warrant and bond principal indebtedness of the Sanitary and Improvement

District, and the current mill levy, if any. Purchaser acknowledges that the Owner has not made any representation as to the financial conditions and future condition of the Sanitary and Improvement District.

In connection with the development of the Linden Estates II Subdivision #397, the Seller has entered into an agreement with U.S. West which provides that U.S. West will install and connect telephone service to lots in the Subdivision. U.S. West has agreed not to impose a "connection charge" for a period of five years from the date U.S. West completes installation of telephone lines in the Subdivision. Thereafter, unless 90% of the Lots are "improved" within the five year period, U.S. West may impose a connection charge on each unimproved lot in the amount of \$450.00. Purchaser agrees that Seller has no liability or obligation with regard to the connection charge which may be imposed by U.S. West, or by any utility or cable company.

This Purchase Contract contains the entire agreement between the parties hereto, which contract can only be modified in writing, and signed by the party to be charged. The Purchaser acknowledges that no oral or written representation, statement or warranty, expressed or implied, or promise has been made by the Owner, except as written herein, and that any warranties whether of fitness or otherwise, which might otherwise be implied in connection with the sale of the lot under this contract, are hereby expressly negated and disclaimed by the Owner.

This Offer will remain open for acceptance for ten (10) days after dates shown on the receipt below, and if the Offer is not then accepted, the Offer will be deemed withdrawn and the deposit will be returned to Purchaser. Upon timely acceptance of this Offer by Owner, this Purchase Contract will be and will remain binding and inure to the benefit of Purchaser, Owner, and their respective assigns, heirs, successors and representatives.

In the event the Purchaser's refusal or failure to consummate the purchase after acceptance by Owner, Owner may, at its option, retain the money hereby paid as liquidated damages and have and pursue any other legal and equitable rights and remedies.

Dated: 12 10, 1995.

"Purchaser"

Name J. M. Park

Address _____

Phone _____

Fed. ID/SSN: _____

Addendum To Purchase Contract
 Lots #1 Replat 3, #2 Replat 3, 36, 66, 69,
 105, 124, 131, 132, 140, 149, 172, 173, and 178

	<u>Sales Price</u>
Lot #1 Replat 3	\$ 87,000.00
Lot #2 Replat 3	\$ 85,000.00
Lot 36	\$ 87,400.00
Lot 66	\$ 84,500.00
Lot 69	\$ 86,250.00
Lot 105	\$ 77,700.00
Lot 124	\$ 62,000.00
Lot 131	\$ 63,250.00
Lot 132	\$ 63,250.00
Lot 140	\$ 63,250.00
Lot 149	\$ 82,000.00
Lot 172	\$ 82,000.00
Lot 173	\$ 82,000.00
Lot 178	\$ 97,175.00
	\$1,102,775.00
Less Deposit: \$10,000 x 14 Lots	(\$ 140,000.00)
Less Credit for Estimated Special Assessments \$ 20,000.00 x 14 Lots	(\$ 280,000.00)
 CASH DUE AT CLOSING	 \$ 682,775.00

**LINDEN ESTATES II
PURCHASE CONTRACT**

The undersigned ("Purchaser") hereby agrees and offers to purchase from JPH LAND CO., a Nebraska corporation (the "Owner") Lot 70, 112, 120, 128, 129, 130, 141, 166, and 185 in Linden Estates II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Property").

Purchaser agrees to pay for the Property the sum of Six Hundred Thirty Thousand Dollars and no/100 (\$630,000.00) per Exhibit "A" attached on the following terms:

One Hundred Eight Thousand Dollars and no/100 (\$108,000.00) deposit upon signing this Purchase Contract, and

Five Hundred Twenty-Two Thousand Dollars and no/100 (\$522,000.00) to be paid in cash or certified check at closing, and

\$180,000.00 (\$20,000.00 each lot) credit for Estimated Special Assessments. If estimated credit is given, such credit is Owners estimate of the amount of special assessments on the Property for completed improvements and improvements presently under construction. In the event the special assessment or assessments actually levied for such improvement should exceed the estimated credit, Owner will promptly reimburse Purchaser for the amount of such excess. In the event the estimated credit exceeds the special assessments actually levied for such improvements, Purchaser will promptly reimburse Owner for the amount of such excess.

If credit is given for Actual/Estimated Special Assessments stated above, Purchaser shall pay all levied and unlevied special assessments by Sanitary and Improvement District No. 397 for public improvements. If no credit is given for Actual/Estimated Special Assessments stated above, Owner shall pay all presently levied special assessments and all special assessments for public improvements currently under construction.

Closing of the purchase contemplated by this Purchase Contract shall be held on December 29, 1995 in the office of Maenner/Morgan Development Company, 13215 Birch Street, #103, Omaha, Nebraska 68164, or at such other place and time as may be mutually agreed upon by Owner and Purchaser. The Purchaser shall have possession upon closing.

Owner agrees to convey title by Warranty Deed, free and clear of all liens and encumbrances, except: a) protective covenants, easements, conditions and restrictions, b) lien of current real estate taxes, and c) any levied or unlevied special assessments.

Real estates taxes due January 1, 1995 will be prorated as of the date of closing.

Owner will not deliver an abstract, title insurance binder, or other evidence of title.

The Purchaser will be required to pay any sewer connection fee to the Clerk of the Sanitary and Improvement District No. 397 of Douglas County, Nebraska (the "District") before a building permit will be issued from the City of Omaha. The current sewer connection fee established by the City of Omaha is six Hundred Seventy-Three dollars and 29/100 (\$673.29). This amount is subject to change without notice. It is understood and acknowledged that the Owner shall have no responsibility to pay such sewer connection fee and that the Property covered by this contract is located within the boundaries of the District. Purchaser acknowledges that Owner has made any representation as to the financial conditions and future conditions of the Sanitary and Improvement District.

In connection with the development of the Linden Estates II Subdivision, the Seller has entered into an agreement with U S West which provides that U S West will install and connect telephone service to lots in the Subdivision. U S West has agreed not to impose a "connection charge" for a period of five years from the date U S West completes installation of telephone lines in the Subdivision. Thereafter, unless 90% of the Lots are "improved" within the five year period, U S West may impose a connection charge on each unimproved lot in the amount of \$450.00. Purchaser agrees that Seller has no liability or obligation with regard to the connection charge which may be imposed by U S West, or by any utility or cable company.

This Purchase Contract contains the entire agreement between the parties hereto, which contract can only be modified in writing, and signed by the party to be charged. The Purchaser acknowledges that no oral or written representation, statement or warranty, expressed or implied, or promise has been made by the Owner, or any person purporting to represent them, except as written herein, and that any warranties whether of fitness or otherwise, which might otherwise be implied in connection with the sale of the lots under this contract, are hereby expressly negated and disclaimed by the Owner.

This Purchase Contract will remain open for acceptance for three (3) days after dates shown on the receipt below, and if the Purchase Contract is not then accepted, the Purchase Contract will be deemed withdrawn and the deposit will be returned to Purchaser. Upon timely acceptance of this Purchase Contract by Owner, this Purchase Contract will be and will remain binding and inure to the benefit of Purchaser, Owner, and their respective assigns, heirs, successors and representatives.

In the event the Purchaser's refusal or failure to consummate the purchase after acceptance by Owner, Owner may, at its option, retain the money hereby paid as liquidated damages and have and pursue any other legal and equitable rights and remedies.

Dated: 7-17, 19 95

"Purchaser"

Title Associate Broker, N.P.D.A.
Dan Witt Builders, Inc.
Federal ID # _____

ACCEPTANCE

JPH LAND CO., a Nebraska corporation, hereby accepts the foregoing Purchase Contract on the terms above stated on the ____ day of _____, 1995, and acknowledges receipt of the sum of \$108,000.00.

JPH LAND CO.
A Nebraska Corporation

By _____
Jerry Palmer
President

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

The foregoing instrument was acknowledged before this ____ day of _____, 1995 by Jerry Palmer, President of JPH LAND CO., a Nebraska corporation, on behalf of the corporation.

Notary Public

Linden Estates II

Lot #	Price
1 RP3	\$ 87,000
2 RP3	85,000
✓ 36	87,400
✓ 66	84,500
✓ 69	86,250
✓ 70 ✓	90,000
✓ 105 ✓	77,700
✓ 112	62,000
✓ 120	62,000
✓ 124	62,000
✓ 128	62,000
✓ 129	62,000
✓ 130	62,000
✓ 131	63,250
✓ 132	63,250
✓ 140	63,250
✓ 141	62,000
✓ 149 ✓	82,000
✓ 166	90,000
✓ 172	82,000
✓ 173	82,000
✓ 178	97,175
✓ 185	78,000

Linden
Estates
and Addition

~~PAID~~
~~RENT~~
~~CHRG~~
SA

1152-416

EXHIBIT "A"

PRICE OF LOTS CONSISTS OF:

<u>LOT #</u>	<u>PRICE</u>
70	\$ 90,000.00
112	\$ 62,000.00
120	\$ 62,000.00
128	\$ 62,000.00
129	\$ 62,000.00
130	\$ 62,000.00
141	\$ 62,000.00
166	\$ 90,000.00
185	<u>\$ 78,000.00</u>
TOTAL PRICE OF LOTS	<u>\$630,000.00</u>

FAXED

Omaha Title INC.

TITLE INSURANCE ORDER FORM

OT 28119

DATE: 3/25/96

CUSTOMER: _____

Listing agent: _____

Selling agent: _____

Purchase Price: 200,000

Loan Amount: _____ CONV FHA VA NIFA

LENDER: Omaha State Bank

Loan Officer: Bruce Cramer Phone: 333-9100

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION: Lot 1 Linden Estates 2 Addition
Replat 1

SELLER: Horgan Development Company

SS# _____

PURCHASER: Rensch Homesites L.L.C.

SS# _____

DELIVERY DATE: 3/29/96

CLOSING DATE: _____

Omaha Title INC.

28119

SRCH DATE 3/27 UPDT _____ UPDT _____ UPDT _____ UPDT _____

RECD DATE 3/25 RECD _____ RECD _____ RECD _____ RECD _____

ADDRESS None!

LEGAL _____

Lot 1, Linden Estates and Addition
Replat 1, a subd

TITLEHOLDER _____

Horgan Development Company, a NC

BOOK _____ PAGE _____ DATED _____ RECORDED _____

ENCUMBRANCES:

BOOK 4468 PAGE 722 DATED 12/2/84 RECRD 1/03/85 AMT 6,112.10

TR/MTR: Same a NC

TE/MTE: ENB of OM

BNF: Same

ASSIGNED: _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECRD _____ AMT _____

TR/MTR: _____

TE/MTE: Notes I think we've done other lots

BNF: None w/o proper title search done

ASSIGNED: which lots??

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

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BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

END CONTINUE BELOW MORE SEE ATTACHED

PROTECTIVE COVENANTS, EASEMENTS, PLAT

NONE OF RECORD SEE ATTACHED NO SEARCH NEEDED

TAXES: KEY II _____ LOT SPLIT REFI AFFID

95/ _____ LOT SPLIT REQUIREMENT

94/ Attached SID# 397

93/ _____ PCMP Y N

92/ _____ CMPP Y N

SPECIAL ASSESSMENTS: Clear

BUYERS: Kensch Homesites, L.L.C.

to N LLC

ALPH BCNP SECURITY

Handwritten initials and scribbles

TAXES

No tax key has been assessed for subject property.

Problems exist with regard to two lots subject property was replatted from.

Said two lots are:

Lot 165
Linden Estates
2nd Add
95/00. 303.84
UNPD

Outlot 2
Linden Estates
2nd Add.
95/00. 379.80
UNPD

KEY # 2746-3203-16

KEY # 2746-3269-16

Taxes for subject lot will not be assessed until the above taxes are pd in full. Additional info - possibly? may be obtained by contacting the DC Assessor's office.

1281191

Declaration

1152 7/27/95
416 7/28/95

contains certain
resrv - on sp -

Easements reserved for
I/M of boundary fence over
boundary lots.

Provisions concerning the Linden
Estate, 2nd Addition Homeowners
Association, dues and assessments,
and notice of potential telephone
facilities charge.

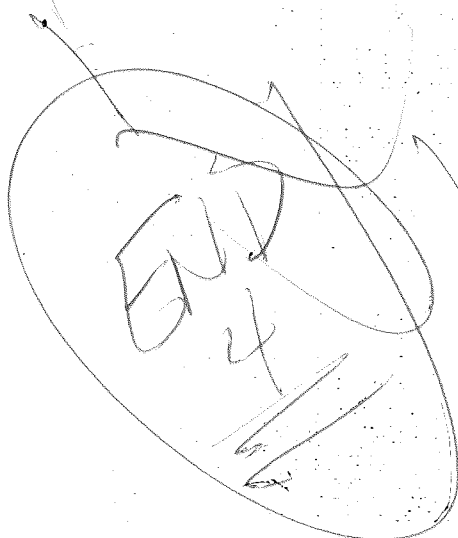
Easements reserved to utility
companies for U/M over F.R.'s
& BLS.

Plot 1

2024
57 1/23/96

Easements reserved to
utility companies
for U/M over
F.R.'s & BLS.

- Recorded plot indicates a
sewer and drainage abutting
the southeastern B/L of
subject lot.



FAXED

28429

TITLE INSURANCE ORDER

Customer: **Nebraska Closing and Escrow Corporation**
12100 West Center Road, Suite 208
Omaha, Nebraska 68144
(402) 333-8100
(402) 333-4755 (FAX)

Date: **May 13, 1996**
Owner's Amount: ~~\$0.00~~
Loan Amount: **\$0.00**
Loan Type: **Conventional**

71,650

Lender: **to be determined** / Loan Officer: ?

Prior Policy Info.

Legal Description

839 N. 133rd St.

Property Address: **Lot 117 Linden Estates II, Omaha, Nebraska**

Current Owner(s) (seller):

SS#'s & Ages of Current Owner(s): ~~Daniel N. Witt~~ inside!

Purchaser(s):

SS#'s & Ages of Purchaser(s): **William G. Lapp/
Susan Olson Lapp**

Purchaser's Address:

Delivery Instructions and Other Data: **James Acuff, N.P. Dodge 139th/ Jeff Rensch, N.P. Dodge 87th/
Jolene Swope**

Delivery Due Date: **May 14, 1996**

Closing Date: March 17, 1996

Listing Agent: **James Acuff, Listing Agent- 139th**

Closing Agent: ~~James Acuff~~

Selling Agent: **Jeff Rensch, Selling Agent- 87th**

I think she probably means May!!! but who knows?!?!?

Special Endorsements needed:

PTAX 0798 0107 18

FB NO STATUS D CLASS R
EXEMPT 0 EXEMPT TYPE TAX DISTRICT 1790 BID 087 F-1
PROP HOUSE HALF DIR ---STREET NAME----- TYPE SUFFIX ART AREA ZIP CODE
ADDRESS 00000 W 100 ST DOWB 89104

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

NAME JFA LAND CO DATE OF LAST CHANGE 12-01-1995
14201 WEST CENTER RD DEED BOOK 2001 PAGE 18
ADDR HOMESTEAD DELETE
CITY OKLA ST NE ZIP 88104 NON NUMERIC ZIP CODE

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

YEAR ---DATE--- ---LAND--- ---INFR--- TOTAL--- PAR RBM NUMBER TV CD POT VALUE
1998 07-18-1998 20000 0 20000 YEE LR

ADDITION NO. 00007 LOT 117 HALF BLOCK 0 HALF
LINDEN ESTATES OWN ADD 2007 TOWN RANGE

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

1 IRREB
2
3
4
5

CODE BOOK PAGE DATE KEY SUB TB

SPLIT/COMB/LEGAL

816-3 FOR HELP | VT100 | FAX | 8400 ET1 | LOG CLOSED | PRINT OFF | ON-LINE

PTAX 0798 0107 18 MO

PARCEL HAS DELINQUENT TAXES

REAL PROPERTY TAX INQUIRY

TAX	TOTAL	HOMESTEAD	NET	TAX	TAX	INTEREST	
YEAR	DEBT	VALUE	VALUE	BILLED	PAID	PAID ADV	
1998	1790	10000	0	10000	303.84	0.00	.00 0

L LINDEN ESTATES OWN ADD Q JFA LAND CO
E LOT 117 BLOCK 0 W 14201 WEST CENTER RD
2 IRREB W
A E OKLA NE 88104
L R

816-3 FOR HELP | VT100 | FAX | 8400 ET1 | LOG CLOSED | PRINT OFF | ON-LINE

DEED NO MORE INSTRUMENTS FOR THIS PROPERTY

ADDITION	LINDEN ESTATES OWN ADD					
LOT 000017	BLOCK 00000					
TYPE	NUMBER	FILED	DATE	AMOUNT	CHARACTER	BK. PG.

28424

Omaha Title INC.

SRCH DATE 5/14 UPDT _____ UPDT _____ UPDT _____ UPDT _____

RECD DATE 5/03 RECD _____ RECD _____ RECD _____ RECD _____

ADDRESS 839 N. 133rd St.

LEGAL Lot 117, Linden Estates 2nd Addition, 2 subd

TITLEHOLDER JPH Land Co., a NC

BOOK _____ PAGE _____ DATED _____ RECORDED _____

ENCUMBRANCES:

BOOK 4644 PAGE 269 DATED 12/12/95 RECD 12/14/95 AMT 475,000

TR/MTR: JPH Land Co., a NC

TE/MTE: FNB of Om

BNFI: Same

ASSIGNED: _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

BOOK _____ PAGE _____ DATED _____ RECD _____ AMT _____

TR/MTR: Per a CWD from J to Dan

TE/MTE: with Builders, Inc.

BNFI: Per a CWD from DWR, Inc. to Lopp

ASSIGNED: _____

BOOK _____ PAGE _____ DATED _____ RECORDED _____

END CONTINUE BELOW

MORE WKE ATTACHED

PROTECTIVE COVENANTS, EASEMENTS, PLAT ok

NONE OF RECORD

SEE ATTACHED

NO SEARCH NEEDED

TAXES: KEY # 2746-3107-16

95/00 303.84 KDFELING

94/

93/ 2nd unpd

92/ BAP

SPECIAL ASSESSMENTS: None

BUYERS: William G. Lopp

Susan Olson Lopp

* Dan Witt Builders, Inc., a NC

ALDI
BCNP
SECURITY

Handwritten notes and signatures on the right side of the page, including "ok", "SIDW 397", "PCMP Y", "CHPP Y", and various initials and dates.

28429

Declaration

1152 7/27/95
416 7/28/95

contains certain
resrv - on sp -

Easements reserved for
ILM of boundary fence over
boundary lots.

Provisions concerning the Linden
Estate, 2nd Addition Homeowners
Association, dues and assessments,
and notice of potential telephone
facilities charge.

Easements reserved to utility
companies for UTM over F, R, &
S, BLS.

Plot

1996 —
9 1/11/95

Easements reserved to
utility companies
for UTM over
F, R, & S BLS.

END
3/1/96