A R	SALE VI	Omara Mic INC.
	50°	NCE ORDER FORM OT 27/064 -31-95
	CUSTOMER:	Jeff Rensch
	Listing	agent:
	Selling	agent:
	Purchase Price	
	Loan Amount:	967,775 CONV FIIA VA NIFA
	LENDER:	maha Stak Bank
	Loan O	fficer: 157W Cramb Phone:
	PROPERTY AD	
	LECAL DESCR	IPTION: Lots 36,66,69,105, 104, 131, 130, 140, 149, 170, 173,
		118, 70, 110, 100, 128, 129, 130, 141, 166, 185
	SEI LER:	Etates
		Lod.
	SS#	
		Rensch Homesites, L.L.C.
	PU (CHASER:	Kenson homestres, c.c.c.
		applied for
	DELIVERY DAT	E: Carly next week
	CL DSING DAT	71-5-916 rot 1/2 ob
		iller algo
		12/2/1

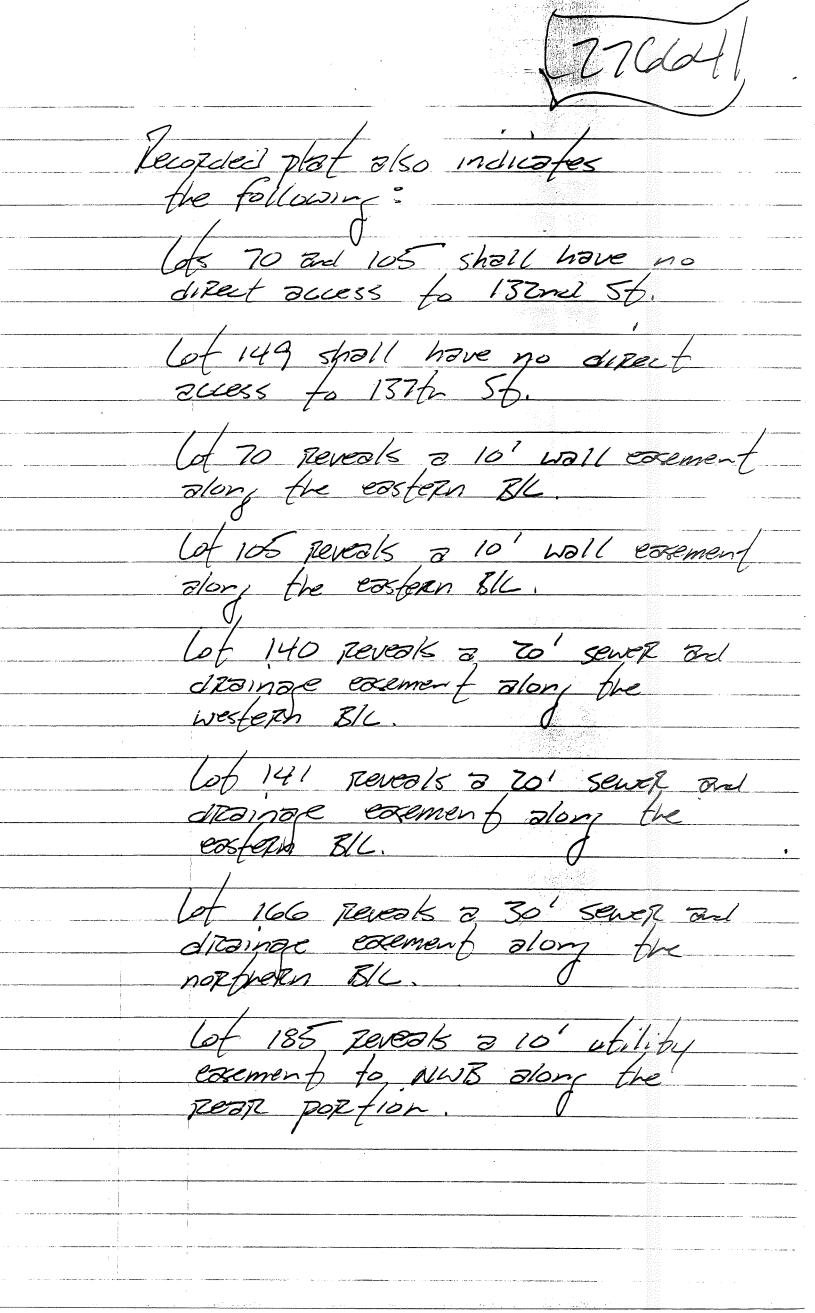
DEC-S1-82 14:25 PROM:NEBRASKA CLOS ESCROW ID:402 333 4755

PAGE 1/3

maha itle INC UPD/T UPDT RECD DATE 12/26 ADDRESS LEGAE TITLEHOLDER PAGE ZIAL TR/MTR:_ TE/MTE: assiened: BOOK____ _PAGE____ _DATED__ RECRD TR/MTR:_ TE/MTE:___ BNF:_ ASSIGNED:_ DATED RECORDED END CONTINUE BELOW MORE SEE ATTACHED PROTECTIVE COVENANTS, EASEMENTS, PLAT 149日春秋春 NONE OF RECORD SEE ATTACHED _ NQ SEARCH NEEDED TAXES: LOT SPLIT REFI AFFID LOT SPLIT REQUIREMENT SID# PCMP SPECIAL ASSESSMENTS: BUYERS

(d5 36,66,69,70,105,112) 170, 174, 178, 179, 130, 131, 132, and 185, Linden Estates and Addition, a subdivision, 25 SPZ in Den. lots 132 Rp3 not platted yet! we'll do them byer!

[27664] 1152 7/27/95 Restz-Ilm of boundary fence boundary lots. PROVISIONS concerning the Linder Estates, and Addition Homeowners, Esements poserved to upility companies for union over f, Z, = RECEIVED fo



* tox keys, fower, and

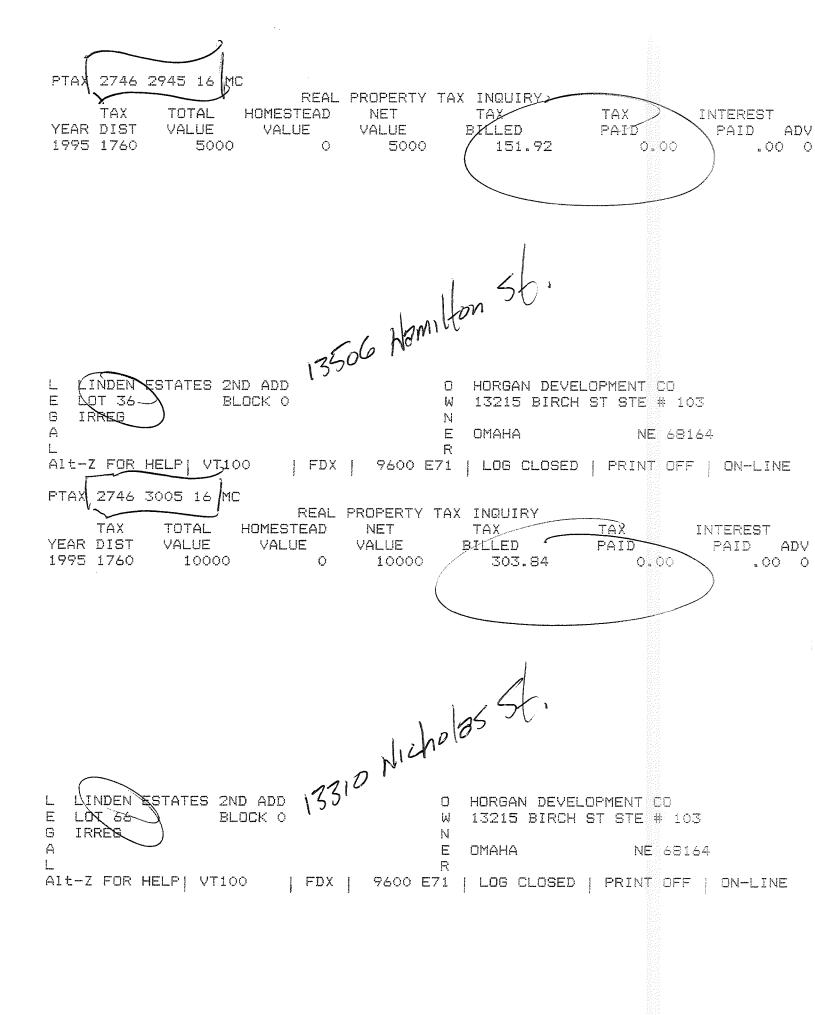
address' affached

show

45/co # only

(closing in '96)

Trek Homes, Inc., 2 NC JPH Land Co., 2 NC Aprentore of.



REAL PROPERTY TAX INQUIRY

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

INDEN ESTATES 2ND ADD 13253 Hamilton St.
LOT 69 BLOCK O
IRRES
-Z --

HORGAN DEVELOPMENT CO 13215 BIRCH ST STE # 103 G

Α NE 68164

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

PTAX 2746 3013 16 MC

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REAL PROPERTY TAX INQUIRY

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

LINDEN ESTATES 2ND ADD 3709 Warn I for St.
LOT 70 BLOCK 0
190X180

:-Z FOR PT.

O HORGAN DEVELOPMENT CO

13215 BIRCH ST STE # 103

Ε G

NE 68164

1995 1760 10000

REAL PROPERTY TAX INQUIRY TAX PAID TOTAL HOMESTEAD VALUE VALUE HOMESTEAD NET VALUE S INTEREST TAX BILLED PAID ADV YEAR DIST 10000 O, OO .00 0 303.84 1995 1760 10000 Ō

INDEN ESTATES 2ND ADD 13220 Cuming 4.

LOV 105 BLOCK 0
140 X 180 HORGAN DEVELOPMENT CO 13215 BIRCH ST G NE 68164 Α Alt-Z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE PTAX 2746 3097 16 MC TAX INTEREST PAID PAID ADV 0.00 .00 0 REAL PROPERTY TAX INQUIRY TOTAL HOMESTEAD NET TAX
VALUE VALUE VALUE BILLEI TAX BILLED YEAR DIST

0

10000 303.84

LINDEN ESTATES 2ND ADD 830 LOT 118 BLOCK 0 -Z FOR O HORGAN DEVELOPMENT CO W 13215 BIRCH ST N STE 103 Ε Fi NE 68164 Α Alt-Z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

REAL PROPERTY TAX INQUIRY HOMESTEAD NET TAX
VALUE VALUE BILLED TAX PAID PAID ADV INTEREST TAX TOTAL BILLED VALUE VALUE YEAR DIST 10000 303.84 1995 1760 10000 \circ

LINDEN ESTATES 2ND ADD 13767
LOT 120 BLOCK O
IRREG

Ε G

HORGAN DEVELOPMENT CO

13215 BIRCH ST

N STE 103

NE 68164

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

PTAX 2746 3121 16 MC

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REAL PROPERTY TAX INQUIRY

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

INDEN ESTATES 2ND ADD 838 N.
LOT 124 BLOCK O
BREG

-Z FOR LOT

G

HORGAN DEVELOPMENT CO W 13215 BIRCH ST N STE 103

NE 68164

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

13507 Cuming

LINDEN ESTATES 2ND ADD HORGAN DEVELOPMENT CO 13215 BIRCH ST **LOT** 128 BLOCK O [A] E N STE 103 G IRREG NE 68164 Ε OMAHA Α Æ Alt-Z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

PTAX 2746 3131 16 MC

REAL PROPERTY TAX INQUIRY

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

L LINDEN BETATES 2ND ADD O HORGAN DEVELOPMENT CO
HORGAN DEVELOPMENT CO
W 13215 BIRCH ST
N STE 103
E OMAHA
NE 68164
R

REAL PROPERTY TAX INQUIRY

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

LINDEN ESTATES 2ND ADD 130 BLOCK O 125 C TOP

O HORGAN DEVELOPMENT CO

13215 BIRCH ST

STE 103

NE 68164 E OMAHA

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

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REAL PROPERTY TAX INQUIRY

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

LINDEN ESTATES 2ND ADD 3506 FREG

-Z FOR '

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HORGAN DEVELOPMENT CO

W 13215 BIRCH ST

STE 103

NE 68164 AHAMO

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

LINDEN ESTATES 2ND ADD 13414 But 56'
LOT 132 BLOCK 0
130 X 150

E G HORGAN DEVELOPMENT CO

13215 BIRCH ST

N STE 103

E OMAHA

NE 68164

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

PTAX 2746 3153 16 MC

REAL PROPERTY TAX INQUIRY

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

LINDEN ESTATES 2ND ADD 13642

LOT 140 BLOCK 0

IRRES

-Z FOR '" Ε F Α

O HORGAN DEVELOPMENT CO

W 13215 BIRCH ST

NE 68164

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

SETATES 2ND ADD 13652 BUND St. O HORGAN DEVELOPMENT CO LOT 141 -W 13215 BIRCH ST Ε IAREG N STE 103 Θ E OMAHA NE 68164 А

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

PTAX 2746 3171 16 MC

REAL PROPERTY TAX INQUIRY

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

LINDEN ESTATES 2ND ADD 370 CUMING St. 149 BLOCK O 1RREG

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O HORGAN DEVELOPMENT CO

W 13215 BIRCH ST N STE 103

NE 68164

REAL PROPERTY TAX INQUIRY TAX PAID TOTAL HOMESTEAD NET VALUE VALUE F TAX INTEREST TAX BILLED PAID ADV YEAR DIST 0.00 .00 0 10000 10000 303.84 (") 1995 1760 910 N. 142nd St. LINDEN BOTATES 2ND ADD HORGAN DEVELOPMENT CO į 13215 BIRCH ST Ε LOT 166 BLOCK O [A] N STE 103 G IRREG NE 68164 Α E OMAHA R 1 Alt-Z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE PTAX 2746 3217 16 MC REAL PROPERTY TAX INQUIRY TAX TAX INTEREST
BILLED PAID PAID ADV
151.92 0.00 .00 0 TOTAL HOMESTEAD NET TAX
VALUE VALUE BILLED TAX YEAR DIST 1995 1760 Ō 5000 151.92 5000

L LINDEN ESTATES 2ND ADD
E LOT 172
BLOCK 0
G IRREG
A
L
Alt-z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

PTAX 2746 3219 16 MC REAL PROPERTY TAX INQUIRY TOTAL HOMESTEAD NET TAX VALUE VALUE VALUE BILLED TAX INTEREST PAID PAID PAID ADV TAX 151.92 YEAR DIST 5000 1995 1760 5000

ESTATES 2ND ADD 14308
HELP' FINDEN, O HORGAN DEVELOPMENT CO LQT 173 13215 BIRCH ST STE # 103 IRREG Α NE 68164 L Alt-Z FOR HELP| VT100 | FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE PTAX 2746 3229 16 MC REAL PROPERTY TAX INQUIRY

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

14319 Cuming St.

LINDEN ESTATES 2ND ADD LDV 178 BLOCK O F G IRREG $\hat{\cap}$

O HORGAN DEVELOPMENT CO W 13215 BIRCH ST STE # 103

E OMAHA NE 68164 R

Ε G

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

INDEN ESTATES 2ND ADD ATO
LAT 185 BLOCK O

TRRES

-Z FOR 15

CIZEK HOMES, INC. CORL BOOK PAGE DATE DESCRIPTION ?0268 271 022383 ORG FIL ?0292 561 082085 NAME CHG

REGISTERED AGENT THOMAS D. STALNAKER 3535 HARNEY

ADDRESS

-00300900 -00100500

?0305 367A 122486 CHG AGT OFC THOMAS D. STALNAKER 8805 INDIANHILLS D 00100000

END OF ENTRIES Alt-Z FOR HELF VT100)

| FDX | 9600 E71 | LOG CLOSED | PRINT OFF | ON-LINE

J P H LAND CO. BOOK RAGE DATE DESCRIPTION REGISTERED AGENT 70285 209 111384 ORG-FIL

SALVADORE CARTA

ADDRESS 10050 REGENCY CIRC 00201000

END OF ENTRIES

ASSIGNMENT OF INTEREST

Modiation. 2
TAN WITT / TAN WITT BUILDERS, INC. hereby assigns to PENSCH HOMESINES, LLC
all of his rights, title and interest in and to Lot See America (at 15%)
Subdivision in Douglas County, Nebraska, as set forth in the Option Agreement dated
COCTORED 24th 1995
1005
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
Arragen 20% 1995, attached hereto as "Exhibit A", respectively, and
made a part hereof by this reference thereto, for the purchase of Lots) 2000-
acaement, a Subdivision in Douglas County, Nebraska, in the
same manner and in the same degree as if the original option agreement was with
REASER House TES U.C. Provided, however, notwithstanding the provisions
of said Option Agreement, that the
of said Option Agreement, that the #10,000 Option Money deposited by DAN WIT / TAN WIT WILL BE RETURNED to TOW WITT BULLDEDS, INC. upon closing of the sale of Lots per Agreed and will not be credited to DEWSAN HOMESTIES LUC.
at the time of final payment for the lot.
Accepted this 19th day of Townson 1995.
Broken It of her butte
Barbara & Kotherbeutel Stylent
GREGO Maenner Horan
gree of hours here
498-3800
468-880
Under Estates 2nd Addition Reptot 3 not platted yet.
Inda Explos Tire Adultion
Cheer Detect
Variat 2 not optated not
PENDI 3 110 PRINCE VOICE
1-0315
8315 pr
Lido La
July 2 M

LINDEN ESTATES 2ND ADDITION PURCEASE 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 \text{ to be paid at closing in cash or certified check, per the attached Addendum to Purchase Contract.
- £ \$ 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 <u>December 15</u>, 1995 in the offices of Borgan 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

levy, 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 Thereafter, unless 90% of the Lots are "improved" Subdivision. 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			
i	"Purchaser"		
	•	Name Sala Carl	
•		Address	
	. 		
		Phone	
		Fed. ID/SSN:	

ID:405 333 4122

ACCEPTANCE

	Cize	c flomes	s, I	nc.	aN	ebra:	ska	corpora	tio	n, h	ereb	Y	accepts	the
fore	going	Offer	on	the	ter	ds em	OVE	e stated	on	the	11	<u>fh</u>		day
of _	Augus	5 <u>t</u>	,	19	95,	and	aci	knowledg	es	rece	ipt	of	the sum	of
\$ <u>140</u>	,000.0	00		•				-			_			

CIZEK HOMES, INC., a Nebraska corporation

BY: RONALD J. CIZEK

.....

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this <a href="https://dx.day.of.org/day.of.org/day.of.org/day.of.org/day.of.org/day.of.org/day.org

GENERAL MOTARY-State of Helicaska SHERRII L. JONES My Comm. Exp. Feb. 27, 1997 Sherri L. Jones Notary Public

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

	Sales Price
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 Ebove, 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 Manner/Korgan Development Company, 13215 Birch Streat, \$103. Omaha. Nebreska 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 Harranty 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 avidence of title.

The Purchaser will be required to pay any sever 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 sever connection fee established by the City of Omaha is six Mundred Seventy-Three dollars and 20/100 (\$673.20). This amount is subject to change without notice. It is understood and acknowledged that the Owner shall have no responsibility to pay such sever 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 late in the Subdivision. U S West has agreed not to impose a "connection charge" for a pariod 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 limbility 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 nave and pursue any other legal and equitable rights and remedies.

Dated: 7-17 19 95

"Purchaser"

Title Associate Panear Ap Table
Dan Witt Builders, Inc.
Pederal ID #

ACCEPTANCE

JPH LAND CO.
A Nebraska Corporation

ETATE OF NEBRASKA)

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	
\(\sqrt{36} \)		87,400	$\overline{}$
166		84,500	
69		86,250	
/ 70 /		90,000	
105		77,700	Inder
$\sqrt{12}$		62,000	
120		62,000	1/1/22
124		62,000	VSVete
128		62,000	Rulhor
129	•	62,000	May . Nath
130		62,000	, Orisical
131		63,250	
J/132		63,250	
140		63,250	
141		62,000	
149		82,000	
V 166		90,000	
X72		82,000	
173		82,000	
178		97,175	
185		78,000	/ 0 /

A STANDARD OF THE STANDARD OF

EXHIBIT "A"

PRICE OF LOTS CONSISTS OF:

LOT #		PRICE
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	\$630,000.00



MAR-25-96 11:18 FROM: NEBRASKA CLOS ESCROW ID:402 333 4755	- P
CARLED MAIN METRIC.	
TITLE INSURANCE ORDER FORM OT 28/19	
DATE: 3/25/96	
CUSTOMER:	
Listing agent:	
Selling agent:	
Purchase Price: <u>200, 000</u>	
Loan Amount: CONV FHA VA NIFA	
LENDER: Dmaha State Bank Loan Officer: Bruce Chamer Phone: 333-9100	tituliar.
Loan Officer: Bruce Chamer Phone: 333-9100	
PROPERTY ADDRESS:	
LEGAL DESCRIPTION: <u>Sot 1 Sinder Estates 2 Addi</u> <u>Replat 1</u>	4ion -
SELLER: Horgan Development Company	
SS#/	
PURCHASER: Rensch Homesites L.L.C.	
ss#	
DELIVERY DATE: 3/29/96	
CLOSING DATE:	

Omaha Title INC.

SRCH DATE_	5/27 UPDT	UPDT	UPDT	UPDT
RECD DATE_	3/25_RECD/	RECD	RECD	RECD
ADDRESS	None!			
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subject property 405
property 405 lots pe Outlot Z Linden Estates Inden Estates

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95/60. 303.84 95/60. 379.80 UNPD UNPD 8746-3203-16 XEX 2746-3269-16 Taxes of subject systed until the shove taxes are plin full. Additional informational possibility? may be attained by contacting the De atter

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boundary lots. Provisions concerning the Linder

Estates and Addition Homeowners

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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)

Lender: to be determined / Loan Officer:

Date: May 13, 1996

Owner's Amount: \$0.00 71, 65

Loan Amount: \$0.00

Loan Type: Conventional

Prior Policy Info.

839 N. 1337d St

Legal Description

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

Current Owner(s) (seller):

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

Purchaser(s):

SS#'s & Ages of l'urchaser(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 Dato: May 14, 1996

Closing Date: March 17, 1996

Listing Agent: James Acuff, Listing Agent- 139th

Closing Agent

Selling Agent: Jeff Rensch, Selling Agent-87th

Special Endorsements needed:

May!!! Bef who knows?!!?!

Software by Automated Real Estate Systems, Inc. 1-800-330-1295

ID: 405 333 4122

WAY-13-96 16:07 FROM: NEBRASKA CLOS ESCROW

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1152 7/27/95 7/28/45 Ilm of boundary fence Extores, and Addition Homeowners Reserved to Companies