

December 13, 2005

Craig C. Briganti and Tara N. O'Brien
14717 South Willow Creek Drive
Omaha NE 68132

RE: Owners Title Insurance Policy No.: B75-0063893

Dear Mr. Briganti and Ms. O'Brien:

Enclosed find the above referenced Owner's Policy of Title Insurance issued through our office.

This policy insures title to the land described in Schedule A, with exception to those items shown in Schedule B. This policy is a legal document and should be read carefully and retained in a safe place. You should keep the policy even if you sell the property.

You do not owe any additional premiums for this policy. The policy insures you as long as you:

1. Own the property
2. Own a mortgage from anyone who purchases your property
3. Are liable for any title warranties you make in the event you sell the property.

The policy also insures anyone who receives the property in the event of your death. If you decide to sell or mortgage this property in the future, reference to the policy number will enable us to serve your title needs more promptly.

We appreciate the opportunity to serve you. If you have any questions regarding the enclosed policy, or if we can be of service to you in any way, please call our office.

Very truly yours,

Spence Title Services, Inc.

Enc.

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



875-0063893

Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

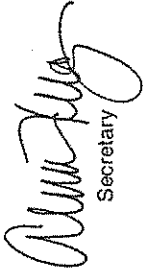
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY


Secretary



By: 
President

Attest:

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(v) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (f) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction

and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (f) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and alter the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligor.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION -- Provision intentionally removed.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)
(Modified: Arbitration Deleted)

Issued by

**Commonwealth Land
Title Insurance Company**

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

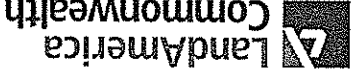
Title insurance provides for the protection of your
real estate investment. We suggest you keep this
policy in a safe place where it can be readily
available for future reference.

If you have questions about title insurance or the
coverage provided by this policy, contact the
office that issued this policy, or you may call or
write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with
Commonwealth Land Title Insurance Company,
and look forward to meeting your future title
insurance needs.

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY

Issued Through: Spence Title Services, Inc., 1905 Harney St. Suite 210, Omaha, NE 68102, Phone: (402) 345-8844, Fax: (402) 345-4634

Issued With Policy No.: **H55-0154923**

SCHEDULE A

Amount of Insurance: **\$114,500.00**

Policy No.: **B75-0063893**

Premium: **\$385.00**

File No.: **TA-50408**

Date of Policy: **July 7, 2005 at 8:00 A.M.**

1. Name of Insured:

CRAIG C. BRIGANTI AND TARA N. O'BRIEN, as Joint Tenants.

2. The estate or interest in the land which is covered by this policy is **Fee Simple.**

3. Title estate or interest in the land is vested in:

CRAIG C. BRIGANTI AND TARA N. O'BRIEN, as Joint Tenants.

4. The land referred to in this policy is described in the said instrument, is situated in the County of **SARPY**, State of **Nebraska**, and is identified as follows:

Lot 101, in WILLOW CREEK REPLAT 1, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

SPENCE TITLE SERVICES, INC.

Countersigned:  _____
Arnon W. Hoden, Authorized Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY

SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No.: B75-0063893

File No.: TA-50408

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the current public records.
2. Easements or claims of easements not shown by the current public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the current public records.
4. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the current 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 this policy.)

5. The lien of general taxes for 2005, becoming due and payable December 31, 2005, and all subsequent taxes and special assessments not yet certified to the Office of the County Treasurer for collection at the date hereof.
 - a. NOTE: Computer shows subject property lies within SID No. 96.
6. Exceptions 1, 2, 3 and 4 above are hereby deleted in their entirety and replaced with the following: Boundary line disputes and/or encroachments of improvements or plantings onto adjoining premises or upon insured premises.
7. Easements granted by Plat and Dedication of Willow Creek Replat, filed October 16, 1975, in Book 6 at Page 41 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.
8. Easements granted by Plat and Dedication of Willow Creek Replat I, filed August 29, 1979, in Book 7 at Page 99 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

9. DEED OF TRUST dated June 30, 2005, filed July 6, 2005 as Instrument Number 2005-22814 of the Records of Sarpy County, Nebraska, executed by CRAIG C. BRIGANTI, a Single Person, and TARA N. O'BRIEN, a Single Person, in favor of GREAT WESTERN BANK, Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Beneficiary, solely as nominee for GREAT WESTERN BANK, Lender, securing the sum of \$113,601.00 and any other amounts payable under the terms thereof.
10. Improvement Location Report dated June 7, 2005, prepared by Michael J. Oehme, Nebraska Registered Land Surveyor, LS#532, reveals a driveway encroachment onto the utility easement.

December 13, 2005

Craig C. Briganti and Tara N. O'Brien
14717 South Willow Creek Drive
Omaha NE 68132

RE: Owners Title Insurance Policy No.: B75-0063893

Dear Mr. Briganti and Ms. O'Brien:

Enclosed find the above referenced Owner's Policy of Title Insurance issued through our office.

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1. Own the property
2. Own a mortgage from anyone who purchases your property
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The policy also insures anyone who receives the property in the event of your death. If you decide to sell or mortgage this property in the future, reference to the policy number will enable us to serve your title needs more promptly.

We appreciate the opportunity to serve you. If you have any questions regarding the enclosed policy, or if we can be of service to you in any way, please call our office.

Very truly yours,

Spence Title Services, Inc.

Enc.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY

Issued Through: Spence Title Services, Inc., 1905 Harney St. Suite 210, Omaha, NE 68102, Phone: (402) 345-8844, Fax: (402) 345-4634

Issued With Policy No.: H55-0154923

SCHEDULE A

Amount of Insurance: \$114,500.00

Policy No.: B75-0063893

Premium: \$385.00

File No.: TA-50408

Date of Policy: July 7, 2005 at 8:00 A.M.

1. Name of Insured:

CRAIG C. BRIGANTI AND TARA N. O'BRIEN, as Joint Tenants.

2. The estate or interest in the land which is covered by this policy is **Fee Simple.**

3. Title estate or interest in the land is vested in:

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Lot 101, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

SPENCE TITLE SERVICES, INC.

Countersigned: _____

Arnon W. Hoden
Arnon W. Hoden, Authorized Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY

SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No.: B75-0063893

File No.: TA-50408

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the current public records.
2. Easements or claims of easements not shown by the current public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the current public records.
4. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the current 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 this policy.)

5. The lien of general taxes for 2005, becoming due and payable December 31, 2005, and all subsequent taxes and special assessments not yet certified to the Office of the County Treasurer for collection at the date hereof.
 - a. NOTE: Computer shows subject property lies within SID No. 96.
6. Exceptions 1, 2, 3 and 4 above are hereby deleted in their entirety and replaced with the following: Boundary line disputes and/or encroachments of improvements or plantings onto adjoining premises or upon insured premises.
7. Easements granted by Plat and Dedication of Willow Creek Replat, filed October 16, 1975, in Book 6 at Page 41 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.
8. Easements granted by Plat and Dedication of Willow Creek Replat I, filed August 29, 1979, in Book 7 at Page 99 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

9. DEED OF TRUST dated June 30, 2005, filed July 6, 2005 as Instrument Number 2005-22814 of the Records of Sarpy County, Nebraska, executed by CRAIG C. BRIGANTI, a Single Person, and TARA N. O'BRIEN, a Single Person, in favor of GREAT WESTERN BANK, Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Beneficiary, solely as nominee for GREAT WESTERN BANK, Lender, securing the sum of \$113,601.00 and any other amounts payable under the terms thereof.
10. Improvement Location Report dated June 7, 2005, prepared by Michael J. Oehme, Nebraska Registered Land Surveyor, LS#532, reveals a driveway encroachment onto the utility easement.

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

875-0063893

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Secretary



By: 
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



Spence Title Services, inc.

Great Western Bank
256 North 115th Street, Suite 3
Omaha, NE 68154
ATTN: Amy Moraczewski

RE: Loan Policy: TA-50408

Dear Amy,

Enclosed please find the Loan Policy of Title Insurance for the loan given to Mr. Briganti and Ms. O'Brien, on the property located at 14717 South Willow Creek Drive, Omaha, Nebraska.

If we may be of further service, please call.

Sincerely,

Arron W. Hoden

COMMONWEALTH LAND TITLE INSURANCE COMPANY

LOAN POLICY

Issued Through: Spence Title Services, Inc., 1905 Harney St. Suite 210, Omaha, NE 68102, Phone: (402) 345-8844, Fax: (402) 345-4634

Issued With Policy No.: B75-0063893

SCHEDULE A

Amount of Insurance: \$113,601.00

Policy No.: H55-0154923

Premium: \$50.00

File No.: TA-50408

Date of Policy: July 7, 2005 at 8:00 A.M.

1. Name of Insured:

GREAT WESTERN BANK, appearing of record as MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for Lender and Lender's successors and/or assigns, and the Secretary of Housing and Urban Development and his/her successors and/or assigns, as their interests may appear.

2. The estate or interest in the land which is encumbered by the insured mortgage is Fee Simple.

3. Title to the estate or interest in the land is vested in:

CRAIG C. BRIGANTI AND TARA N. O'BRIEN, as Joint Tenants.

4. The insured mortgage and assignments thereof, if any, are described as follows:

DEED OF TRUST dated June 30, 2005, filed July 6, 2005 as Instrument Number 2005-22814 of the Records of Sarpy County, Nebraska, executed by CRAIG C. BRIGANTI, a Single Person, and TARA N. O'BRIEN, a Single Person, in favor of GREAT WESTERN BANK, Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. Beneficiary, solely as nominee for GREAT WESTERN BANK, Lender, securing the sum of \$113,601.00.


5. The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of SARPY, State of Nebraska, and is identified as follows:

Lot 10L, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

SPENCE TITLE SERVICES, INC.

Countersigned: _____

Arnon W. Hoden, Authorized Agent



COMMONWEALTH LAND TITLE INSURANCE COMPANY

LOAN POLICY

SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No.: H55-0154923
File No.: TA-50408

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the current public records.
2. Easements or claims of easements not shown by the current public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the current public records.
4. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the current 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 this policy.)

5. The lien of general taxes for 2005, becoming due and payable December 31, 2005, and all subsequent taxes and special assessments not yet certified to the Office of the County Treasurer for collection at the date hereof.
 - a. NOTE: Computer shows subject property lies within SID No. 96.
6. Exceptions 1, 2, 3, and 4 above are hereby deleted in their entirety.
7. Easements granted by Plat and Dedication of Willow Creek Replat, filed October 16, 1975, in Book 6 at Page 41 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.
8. Easements granted by Plat and Dedication of Willow Creek Replat I, filed August 29, 1979, in Book 7 at Page 99 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot

wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

9. Improvement Location Report dated June 7, 2005, prepared by Michael J. Oehme, Nebraska Registered Land Surveyor, LS#532, reveals a driveway encroachment onto the utility easement.

- a. This Company hereby insures the Insured hereunder that the lien of the Insured Deed of Trust will not be diminished by virtue of the utility companies exercising their rights as set forth in the easements, described in this Schedule, affected by said encroachment.

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interests in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

NONE

NOTE: Unless Schedule B Part II is attached there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A.

Commonwealth
Land Title Insurance Company

ALTA ENDORSEMENT - FORM 8.1
ENVIRONMENTAL PROTECTION LIEN

Attached to and made a part of Policy Number **H55-0154923**

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the **13th day of December, 2005**.

Countersigned

SPENCE TITLE SERVICES, INC.



Authorized Officer or Agent

Commonwealth Land Title Insurance Company

By: **Janet A. Alpert, President**

Attest: **Wm. Chadwick Perrine, Secretary**

Commonwealth Land Title Insurance Company

COMPREHENSIVE 100 ENDORSEMENT

Attached to and forming a part of Loan Policy of Title Insurance No.: **H55-0154923**

The Company hereby insures against loss or damage which said Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That, except as shown in Schedule B, there are no present violations on said land of any enforceable covenants, conditions or restrictions;
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2. Any future violations on said land of any covenants, conditions or restrictions occurring prior to acquisition of title to said land by the Insured, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said land if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage.
3. Damage to existing improvements which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the stipulations thereof to pay.


This endorsement, when countersigned below by a validating signatory, is made a part of said policy as of the date thereof and is subject to the schedules and stipulations therein, except as modified by the provisions hereof.

Dated: December 13, 2005

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers.

Countersigned

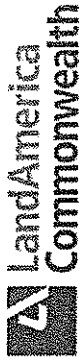
SPENCE TITLE SERVICES, INC.:


Authorized Officer or Agent

By: Janet A. Alpert, President

Attest: Wm. Chadwick Perrine, Secretary

Commonwealth Land Title Insurance Company



Commonwealth Land Title Insurance Company
2019 Walton Road, St. Louis, Missouri 63114
PHONE: 314 423-1180 \ FAX: 314 423-2661

NEBRASKA CLOSING PROTECTION LETTER

When a Commonwealth Land Title Insurance Company agent is specified in connection with closing of real estate transactions in which you are the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, and such interest is the subject of a title insurance policy issued by this Company, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing, when such closings are conducted by the agent and where such loss arises out of:

- A. Failure of the agent to comply with your written closing instruments to the extent that they relate to (1) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including obtaining of such documents as are necessary to establish such status of title or lien, or (2) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (3) the collection and payment of funds due you, or
- B. Fraud or dishonesty of the agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with the loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions:

- A. The Company will not be liable to you for loss arising out of:
 - 1. 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, subordination, rewording of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank 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.
 - 3. 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.
- B. 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.
- C. Any liability of the Company for loss incurred by you in connection with closing of real estate transactions by the agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- D. Claims shall be made promptly to the Company at its principal office at 101 Gateway Centre Parkway, Gateway One, Richmond, VA 23235-5153. 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

BY: MICHAEL J. STARRETT, VICE PRESIDENT

LOAN POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER

H55-0154923



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



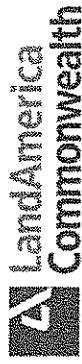
Attest:

Secretary

By:
President

EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this Policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



Commonwealth Land Title Insurance Company
2019 Walton Road, St. Louis, Missouri 63114
PHONE: 314 423-1180 \ FAX: 314 423-2661

NEBRASKA CLOSING PROTECTION LETTER

When a Commonwealth Land Title Insurance Company agent is specified in connection with closing of real estate transactions in which you are the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, and such interest is the subject of a title insurance policy issued by this Company, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing, when such closings are conducted by the agent and where such loss arises out of:

- A. Failure of the agent to comply with your written closing instruments to the extent that they relate to (1) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including obtaining of such documents as are necessary to establish such status of title or lien, or (2) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (3) the collection and payment of funds due you, or
- B. Fraud or dishonesty of the agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with the loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions:

- A. The Company will not be liable to you for loss arising out of:
 1. 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, subordination, rewording of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank 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.
 3. 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.
- B. 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.
- C. Any liability of the Company for loss incurred by you in connection with closing of real estate transactions by the agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- D. Claims shall be made promptly to the Company at its principal office at 101 Gateway Centre Parkway, Gateway One, Richmond, VA 23235-5153. 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

BY: MICHAEL J. STARRETT, VICE PRESIDENT

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued Through: Spence Title Services, Inc., 1905 Harney St. Suite 210, Omaha, NE 68102, Phone: (402) 345-8844, Fax: (402) 345-4634

Commitment No.: TA-50408

File No.: TA-50408

SCHEDULE A

1. Effective Date: June 8, 2005 at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner Policy: 10-17-92

Amount: \$114,500.00 ✓
Premium: \$385.00

Proposed Insured:

CRAIG C. BRIGANTI AND TARA N. O'BRIEN *CB*

(b) ALTA Loan Policy: 10-17-92

Amount: \$113,601.00 ✓
Premium: \$50.00

Proposed Insured:

GREAT WESTERN BANK, its successors and/or assigns, and the Secretary of Housing and Urban Development, and his/her successors and/or assigns, as their interests may appear. *BT due 50.05 f 7-6-05*

as 05-22814 by (T+D) to GwBCT+L if CB + Tara (B)

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:

JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, as Joint Tenants

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

Lot 101, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

SPENCE TITLE SERVICES, INC.

Countersigned: *Patrick J. Schwery*

Patrick J. Schwery, Authorized Agent

Etc
Tax 10/05
Cw/lexe
Everlend
16R Co. 7.05
M 0532 June

COMMONWEALTH LAND TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

File No.: TA-50408

Commitment No.: TA-50408

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:

~~REQUIRE~~ Warranty Deed executed by James A. Schweigert and Kaye M. Schweigert, each stating their marital status and signed by their respective spouses, if any, in favor of Proposed Insured Purchaser.

~~REQUIRE~~ loan document to be executed by Craig C. Briganti and Tara N. O'Brien, each stating their marital status and signed by their respective spouses, if any, in favor of Proposed Insured Lender.

5. Deed of Trust dated July 17, 2003, filed July 24, 2003, as Instrument No. 2003-41139 of the Records of Sarpy County, Nebraska, executed by James A. Schweigert and Kaye M. Schweigert, Husband and Wife, in favor of First National Bank of Omaha, Trustee and Beneficiary, securing the sum of \$88,200.00 and any other amounts payable under the terms thereof.

- a. REQUIRE Deed of Reconveyance for the above Deed of Trust. *Prorated*

NOTE: If requested by lender, the standard exceptions to survey and mechanics' liens, as shown on this Commitment, will be deleted from the lender's final policy to be written, upon execution and receipt of the attached Survey Affidavit and the attached Affidavit Regarding Owner, or other acceptable lien waiver document, executed by the titleholders.

NOTE: Please 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.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.

COMMONWEALTH LAND TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

File No.: TA-50408

Commitment No.: TA-50408

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.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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.

SPECIAL EXCEPTIONS

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

6. General taxes due and payable at the date hereof:2004: \$2,350.92 total; first half is paid; second half will become delinquent August 1, 2005. Key Number: 010970649.
7. Special taxes or assessments now assessed or levied, but payable in future installments; except those recorded in the Office of the County Treasurer at the date hereof, of which there are none.

- a. NOTE: Computer shows subject property lies within SID No. 96.

8. Easements granted by Plat and Dedication of Willow Creek Replat, filed October 16, 1975, in Book 6 at Page 41 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

9. Easements granted by Plat and Dedication of Willow Creek Replat I, filed August 29, 1979, in Book 7 at Page 99 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

AFFIDAVIT REGARDING OWNER

State of NEBRASKA
County of DOUGLAS

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce Commonwealth Land Title Insurance Company to issue its policy(ies) of title insurance, in accordance with Commitment No. TA-50408, on the property legally described as follows: (the "Premises")

Lot 101, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

and commonly known as 14717 SOUTH WILLOW CREEKDRIVE, OMAHA, Nebraska 68132.

does hereby state and declare as follows:

1. Affiant 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, except as stated herein:
 3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises, except as stated herein:
 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 in the above referenced Commitment.
 9. There have been no bankruptcy, divorce or dissolution of marriage proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown in the Commitment.
 10. There are no unsatisfied judgments of record, or tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown in the Commitment.
 11. There is no other name under which Affiant has operated or been known (including maiden name, previous married name or professional name), which could result or has resulted in the attachment of a lien or judgment to subject Premises.
 12. There are no unpaid obligations, dues or assessments payable to any homeowner's association, condominium regime or other such organization at date hereof.
 13. Affiant represents that there are no Smoke Detectors located in said Premises, or that prior to closing Affiant will, at his expense, install approved Smoke Detectors, as required by law.
 14. The above referenced residence is located within a duly recorded platted subdivision and is a single family residence consisting of no more than four dwelling units.
 15. That Affiant has not been notified by any government authority concerning any violation of any statute or local ordinance affecting said real estate.
 16. The Affiant does not know of any encroachment of any improvement over lot lines, setback lines or upon any easement. Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless Spence Title Services, Inc. and/or the abovementioned Title Insurance 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 purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Dated: _____,

_____ **JAMES A. SCHWEIGERT**

_____ **KAYE M. SCHWEIGERT**

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by **JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, as Joint Tenants.**

My Commission Expires: _____
Notary Public

COMMONWEALTH LAND TITLE
INSURANCE COMPANY

TRANSNATION TITLE
INSURANCE COMPANY

SURVEY AFFIDAVIT
(Seller)

FILE NUMBER: TA-50408
ABSTRACT NUMBER:

RE: 14717 Willow Creek Dr.
Omaha, NE 68138

The undersigned, as Seller/Owner of the above described property, hereby warrants that I/we are not aware of any survey problems such as encroachments of fences, driveways or other improvements onto any adjoining property or any encroachments of fences, driveways or other improvements from adjoining property onto the above property.

The undersigned further represent that they are not aware of any boundary disputes with owners of adjoining property.

The undersigned further represent that they have no knowledge of any unrecorded easements or rights of interest by others to the above property nor are they aware of any encroachment or improvements onto easements affecting subject property.

If there are any exceptions to the above, please itemize. If no exception, please indicate:

It is understood that this affidavit is being executed to induce Commonwealth/Transnation to provide survey coverage to the proposed lender, and that if survey problems arise which would have been known to the undersigned, Commonwealth/Transnation may pursue all legal remedies available to Commonwealth/Transnation against the parties signing this Affidavit to recover any losses sustained by Commonwealth/Transnation by reason of the deletion of the survey exception on the aforesaid mortgagees' policy of title insurance.

JAMES A. SCHWEIGERT

KAYE M. SCHWEIGERT

Subscribed and sworn to me this ____ day of _____.

My term expires:

NOTARY PUBLIC

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

File No.: TA-50408

Commitment No.: TA-50408

SCHEDULE B - SECTION I

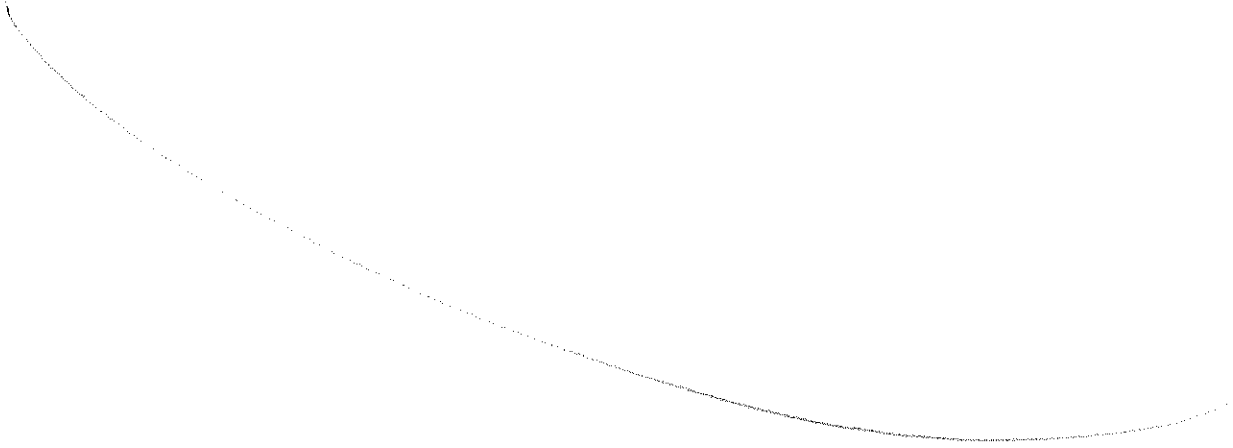
The following are the requirements to be complied with:

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:
 - a. REQUIRE Warranty Deed executed by James A. Schweigert and ~~Kay M. Schweigert~~ ^{Kay}, each stating their marital status and signed by their respective spouses, if any, in favor of Proposed Insured Purchaser.
 - b. REQUIRE loan document to be executed by Craig C. Briganti and Tara N. O'Brien, each stating their marital status and signed by their respective spouses, if any, in favor of Proposed Insured Lender.
5. Deed of Trust dated July 17, 2003, filed July 24, 2003, as Instrument No. 2003-41139 of the Records of Sarpy County, Nebraska, executed by James A. Schweigert and Kaye M. Schweigert, Husband and Wife, in favor of First National Bank of Omaha, Trustee and Beneficiary, securing the sum of ~~\$89,200.00~~ ^{\$89,200.00} and any other amounts payable under the terms thereof.
 - a. REQUIRE Deed of Reconveyance for the above Deed of Trust.

NOTE: If requested by lender, the standard exceptions to survey and mechanics' liens, as shown on this Commitment, will be deleted from the lender's final policy to be written, upon execution and receipt of the attached Survey Affidavit and the attached Affidavit Regarding Owner, or other acceptable lien waiver document, executed by the titleholders.

NOTE: Please 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.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

File No.: TA-50408

Commitment No.: TA-50408

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.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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.

SPECIAL EXCEPTIONS

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

6. General taxes due and payable at the date hereof: 2004: \$2,350.92 total; first half is paid; second half will become delinquent August 1, 2005. Key Number: 010970649.
7. Special taxes or assessments now assessed or levied, but payable in future installments; except those recorded in the Office of the County Treasurer at the date hereof, of which there are none.

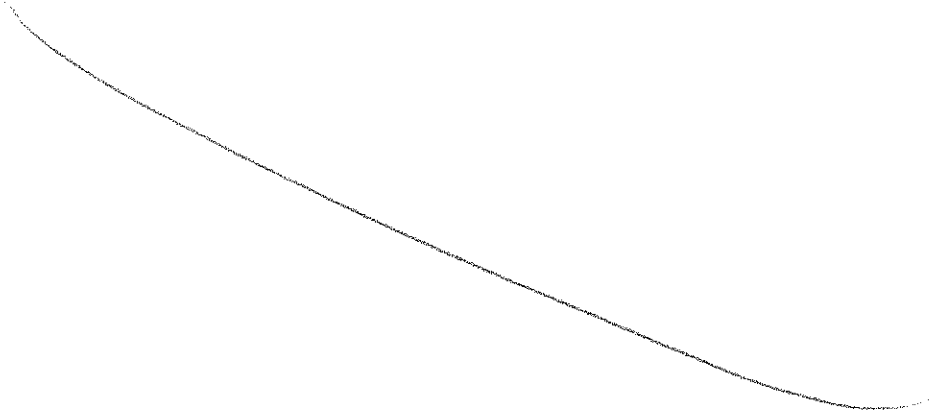
a. NOTE: Computer shows subject property lies within SID No. 96.

Plat Willow Creek Replat

8. Easements granted by Plat and Dedication filed October 16, 1975, in Book 6 at Page 41 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.

9-5-76 *Plat and Dedication of Willow Creek Replat I*
Filed 8-28-79
B. 7 P. 99
Plat Pass Sea

9-5-76 Easement granted for utilities on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.



AFFIDAVIT REGARDING OWNER

State of NEBRASKA
County of DOUGLAS

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce Commonwealth Land Title Insurance Company to issue its policy(ies) of title insurance, in accordance with Commitment No. TA-50408, on the property legally described as follows: (the "Premises")

Lot 101, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

and commonly known as 14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132.

does hereby state and declare as follows:

1. Affiant 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, except as stated herein:
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises, except as stated herein:
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 in the above referenced Commitment.
9. There have been no bankruptcy, divorce or dissolution of marriage proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown in the Commitment.
10. There are no unsatisfied judgments of record, or tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown in the Commitment.
11. There is no other name under which Affiant has operated or been known (including maiden name, previous married name or professional name), which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues or assessments payable to any homeowner's association, condominium regime or other such organization at date hereof.
13. Affiant represents that there are now Smoke Detectors located in said Premises, or that prior to closing Affiant will, at his expense, install approved Smoke Detectors, as required by law.
14. The above referenced residence is located within a duly recorded platted subdivision and is a single family residence consisting of no more than four dwelling units.
15. That Affiant has not been notified by any government authority concerning any violation of any statute or local ordinance affecting said real estate.
16. The Affiant does not know of any encroachment of any improvement over lot lines, setback lines or upon any easement.

Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless Spence Title Services, Inc. and/or the abovementioned Title Insurance 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 purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

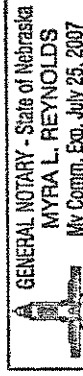
Dated: June 22, 2005

James A Schweigert
JAMES A. SCHWEIGERT

Kaye M Schweigert
KAYE M. SCHWEIGERT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 22 day of June 2005 by **JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, as Joint Tenants.**



Myra L Reynolds
Notary Public

My Commission Expires:

COMMONWEALTH LAND TITLE
INSURANCE COMPANY

TRANSMATION TITLE
INSURANCE COMPANY

SURVEY AFFIDAVIT
(Seller)

FILE NUMBER: TA-50408
ABSTRACT NUMBER:

RE: 14717 Willow Creek Dr.
Omaha, NE 68138

The undersigned, as Seller/Owner of the above described property, hereby warrants that I/we are not aware of any survey problems such as encroachments of fences, driveways or other improvements onto any adjoining property or any encroachments of fences, driveways or other improvements from adjoining property onto the above property.

The undersigned further represent that they are not aware of any boundary disputes with owners of adjoining property.

The undersigned further represent that they have no knowledge of any unrecorded easements or rights of interest by others to the above property nor are they aware of any encroachment or improvements onto easements affecting subject property.

If there are any exceptions to the above, please itemize. If no exception, please indicate:

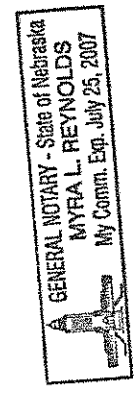
It is understood that this affidavit is being executed to induce Commonwealth/Transnation to provide survey coverage to the proposed lender, and that if survey problems arise which would have been known to the undersigned, Commonwealth/Transnation may pursue all legal remedies available to Commonwealth/Transnation against the parties signing this Affidavit to recover any losses sustained by Commonwealth/Transnation by reason of the deletion of the survey exception on the aforesaid mortgagees' policy of title insurance.

James A. Schweigert
JAMES A. SCHWEIGERT

Kaye M. Schweigert
KAYE M. SCHWEIGERT

Subscribed and sworn to me this 22 day of June 2005.

My term expires:



Myra L. Reynolds
NOTARY PUBLIC

Date: June 29, 2005

To: FIRST NATIONAL BANK

Loan Number:

RE: JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, HUSBAND AND WIFE, as Joint
Tenants.

Enclosed please find a check in the amount of \$0.00 as payment in full of the above captioned loan.

Please mail the release of mortgage or deed of reconveyance to:

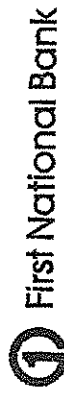
Spence Title Services, Inc.
1045 North 115th Street, Suite 302
Attn: Closing Department
Omaha, Nebraska 68154
Our File #: TA-50408

All other papers concerning the loan payoff should be mailed direct to your present mortgagors at
15328 CUMING ST, OMAHA, NE 68154.

Sincerely,

Closing Department

IMPORTANT: Please return a copy of this letter so that we can file the release with the
appropriate loan.



1620 Dodge Street
Omaha, NE 68197
402.341.0500

June 20, 2005

Spence Escrow Company
Attn: Myra Reynolds TA-50408
Fax: 402-498-9377

Account # 08000303194-01
Borrower: James & Kaye Schweigert
Property: 14717 Willow Creek Dr
Omaha, NE 68138

The following information is provided in connection with payment in full of the above captioned loan:

Principal balance after 06/01/05 payment	85,919.06
Interest from 06/01/05 to 07/01/05	393.80
Late Charges	0.00
Negative Escrow	0.00
PMI Insurance	39.70
Fax Fee	15.00
Less Escrow Balance	0.00
Recording Fees	5.50
<u>Total due as of 07/01/05</u>	<u>\$ 86,373.06</u>

If the current month's payoff or payment is not received by the 16th of the month, late charges of \$25.04 will be assessed.

If payment in full is not received by 07/01/05, please add 12.94 interest per day up to and including date of receipt of funds in this office. This letter does not defer payment of the regular monthly installments due on the loan. If applicable, automatic payments from a checking or savings account will be terminated concurrent with this letter.

Payment must be received before 3:00 PM in the Mortgage Loan Department at First National Bank of Omaha, Attn: Michelle Zeitner, 11404 West Dodge Road, 3rd Floor, Omaha, NE 68154. Any payment received after this time must include interest to the next working day. If wiring funds, our ABA # 104000016, credit account # 11090065 '110160', ATTN: Michelle Zeitner. Funds must be here by 3:00 PM, (CENTRAL)

Annual Real Estate Taxes: \$2,350.92 1st Half: Paid 3/05 2nd Half: Due 7/05
Insurance Paid 3/05

The escrow amount currently reflects a balance of \$1,450.68. These figures are subject to change by reason of future payments and/or disbursements for taxes, homeowner's insurance, recording fees, and mortgage insurance premiums. A copy of this letter should accompany the payoff check to insure proper credit. If applicable, the escrow amount will be applied to the total payoff of the loan.

Sincerely,

Michelle Zeitner
Mortgage Loan Department

Seller's New Mailing Address:

Spence Escrow Company

130395

DATE
06/29/05

DESCRIPTION

Payoff

AMOUNT

\$86,373.06

File #: TA-50408
14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

\$86,373.06

DETACH ALONG PERFORATION

SPENCE ESCROW COMPANY

CUSTODIAL ESCROW ACCOUNT

1905 Harney Street Suite 210
Omaha, Nebraska 68102 • 345-8844

first national bank
of omaha
one first national center, omaha, nebraska 68102

No. 130395

27-1/1040

DATE

06/29/05

CHECK NO.

130395

AMOUNT

\$86,373.06

PAY *****Eighty Six Thousand Three Hundred Seventy Three & 06/100 Dollars

TO THE
ORDER OF FIRST NATIONAL

VOID AFTER 120 DAYS

File #: TA-50408

14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

[Handwritten Signature]

AUTHORIZED SIGNATURE

MP

[Handwritten Signature]

AUTHORIZED SIGNATURE

MP

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE MICROPRINT SIGNATURE LINES, BLEED THROUGH MICR NUMBERING, A TRUE WATERMARK AND VISIBLE FIBERS.

⑈ 130395⑈ ⑆ 104000016⑆ 22 62189 4 ⑈

IMPROVEMENT LOCATION REPORT

Boundaryline Surveys
4513 S. 133rd Street
Omaha, Nebraska 68137
Phone: 402-334-2032



DATE: 6/7/2005

FOR: Craig C. Briganti
Tara N. O'Brien
14717 Willow Creek Drive
Omaha, NE 68138

PREPARED FOR: Jennifer

Great Western Bank
407 N. 117th Street
Lower Level
Omaha, NE 68154

LEGAL DESCRIPTION:

Lot 101, Willow Creek Replat I, an Addition

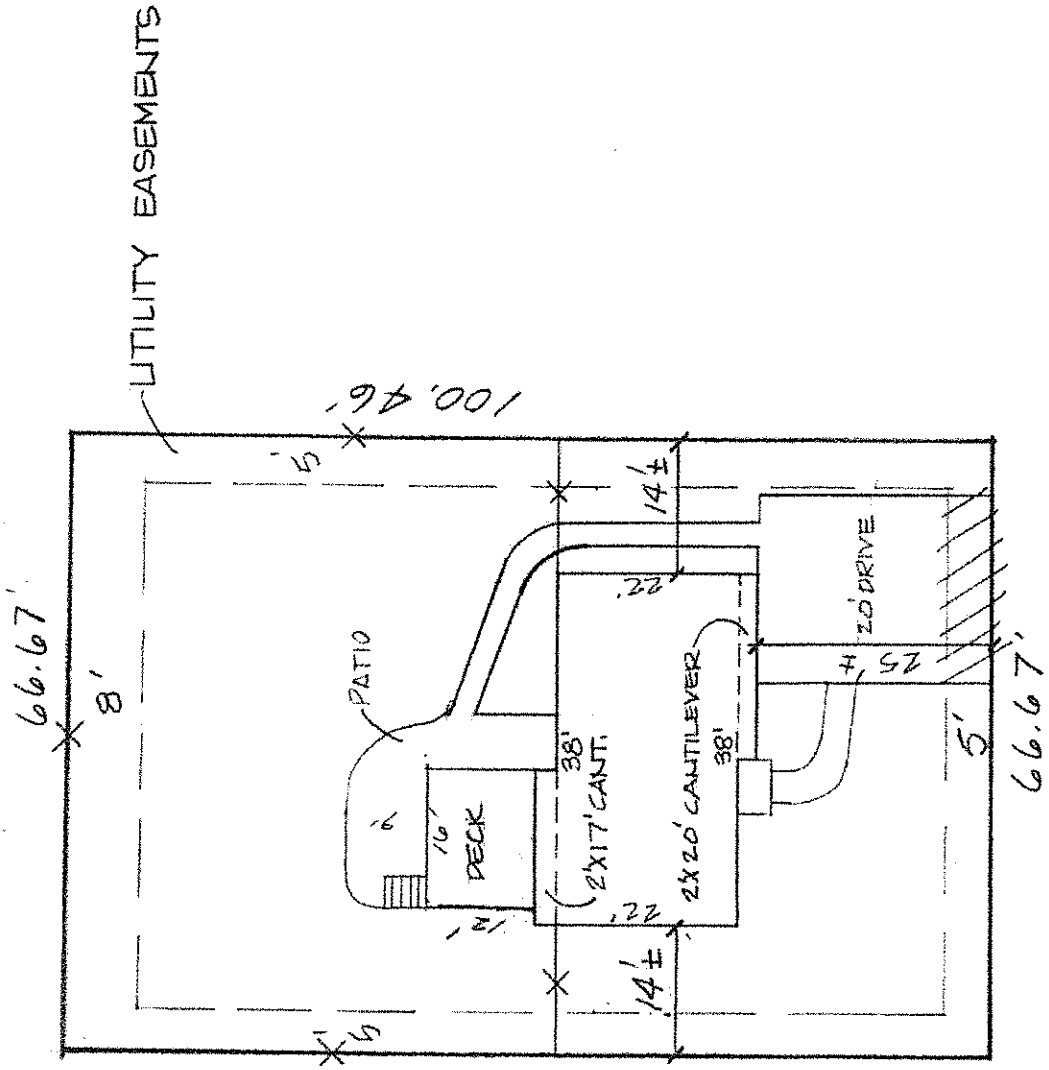
NOTE: THERE ARE NO
FLOOD PLAIN INFLUENCES
ON THIS LOT.

AS SURVEYED, PLATTED AND RECORDED IN Sarpy COUNTY, STATE OF NEBRASKA

Initials

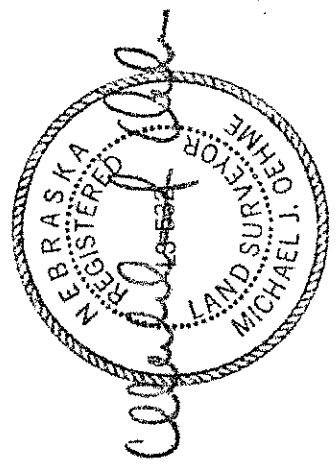
X CCB

X TO



WILLOW CREEK DRIVE R/W 50'

NOTICE... NO PROPERTY CORNERS WERE LOCATED IN DOING THIS PLOT PLAN. A COMPLETE LEGAL LAND SURVEY IS RECOMMENDED.



This is a report of an inspection made for loan purposes and title inspection purposes only. The work illustrated hereon does not constitute a boundary survey and is subject to any inaccuracies that a boundary survey may disclose. If a boundary survey with lot corners located and marked is requested, then additional charges will accrue.

THIS IS AN APPROXIMATION ONLY. NOT FOR CONSTRUCTION.

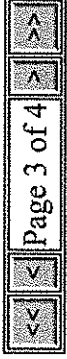
This drawing is prepared for use only by the lender. It does not present information sufficient for a landowner to install or determine the location of fences, sheds, walks, detached buildings, driveways, etc., and if any are shown hereon, they are approximate only as to their actual position. No property corners were set and Boundaryline Surveys does not extend any warranty to present or future owners or occupants. (Linear and angular values shown are based on record or deed information)

No degree of certainty is given herewith for setback and/or sideyard dimensions.

User = SPENCE

Search Type SubDivision # Records Found 25
 Search Criteria = SubDivision Acronym WICRREI Lot 101 Blk
 Images maybe DELAYED for viewing.

If the Image button says YES, but you get no image try again in a few hours.

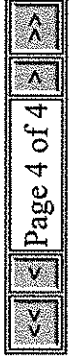


Instr #	Image?	Type	Filed Date	Acronym Lot	Block Part	Remarks
199827883	YES	DOR	10/02/1998	WICRREI 101		OF 97-10540
Grantor :KIVETT MICHAEL F TR Grantee :PATRICK CHRISTOPHER M ETAL						
200000434	YES	DOTR	01/06/2000	WICRREI 101		RERECORDED
Grantor :SCHWEIGERT JAMES A ETAL Grantee :CENDANT MTG CORP ETAL						
200001288	YES	AM	01/19/2000	WICRREI 101		OF 98-24571 & 2000-00434
Grantor :CENDANT MTG CORP Grantee :COMMERCIAL FED MTG CORP						
200341139	YES	DOT	07/24/2003	WICRREI 101		
Grantor :SCHWEIGERT JAMES A ETAL Grantee :FIRST NATL BANK OF OMAHA ETAL						
200352407	YES	DOR	09/16/2003	WICRREI 101		98-24571 2000-00434
Grantor :COMMERCIAL FED BANK TR Grantee :SCHWEIGERT JAMES A ETAL						
200359571	YES	DOR	10/16/2003	WICRREI 101		98-24573
Grantor :COMMERCIAL FED BANK TR Grantee :SCHWEIGERT JAMES A ETAL						
200522813	YES	WD	07/06/2005	WICRREI 101		
Grantor :SCHWEIGERT JAMES A ETAL Grantee :BRIGANTI CRAIG C ETAL						
200522814	YES	DOT	07/06/2005	WICRREI 101		
Grantor :BRIGANTI CRAIG C ETAL Grantee :GREAT WESTERN BANK ETAL						

User = SPENCE

Search Type SubDivision # Records Found 25
Search Criteria = SubDivision Acronym WICRREI Lot 101 Blk
Images maybe DELAYED for viewing.

If the Image button says YES, but you get no image try again in a few hours.



Book Image Available	YES	Note: Loading may take a while because of file size.
Instr #	Image?	Type Filed Date Acronym Lot Block Part Remarks
200536454	YES	DOR 10/04/2005 WICRREI 101 2003-41139
Grantor :FIRST NATL BANK OF OMAHA TR Grantee :SCHWEIGERT JAMES A ETAL		



Assessor Data

Current as of 6/14/2005 **Date Created** 4/23/1998 **Last Updated** 1/27/2005
Parcel Identification

Parcel ID: 010970649

Situs: 14717 WILLOW CREEK DR

Map # 2957-14-1-60282-000-0101 **Maps/Plats**

Cadastral # 0001-0021

Legal: LOT 101 WILLOW CREEK REPLAT I

OwnerCode: 1016212

Tax Dist: 17013

Ownership Information

Current Taxpayer
SCHWEIGERT JAMES A & KAYE M

Mailing Address

14717 WILLOW DR
OMAHA NE 68138-

Sales

Sale Date B & P	Grantor	Grantee	Sale Price
7/13/1998	PATRICK/CHRISTOPHER M & MICHELLE R	SCHWEIGERT/JAMES A & KAYE M	\$89,000
199824570	14717 WILLOW CREEK DR OMAHA NE 68138-0000	14717 WILLOW DR OMAHA NE 68138-	

Comments

Improvement Information			
Style	Split Entry	Bedrooms	3
Year Built	1985	Total Sqft	910
Bathrooms	2	Bsmt Total Sqft	836
Total Bsmt Finish Sqft	396	Garage Sqft	0
Garage Type	100	Lot Width	66
Lot Depth		Sqft or Quantity	
Code	Description		
OSP	OPEN SLAB PORCH		440
BGF	BSMT GARAGE FINISH		264
RPO	COVERED OPEN PORCH		24
WOD	WOOD DECK		32
DWY2	DRIVEWAY		1
DWY	DRIVEWAY		1

**GreenBelt
No GreenBelt**

	Valuation		PV
	Land	OutBuildings	
	PV = Partial Valuation		
2005	Improvements \$79,950	\$0	No
2004	\$75,428	\$0	No
2003	\$73,137	\$0	No
2002	\$70,334	\$0	No
2001	\$67,139	\$0	No
2000	\$63,922	\$0	No
1999	\$59,691	\$0	No
1998	\$63,175	\$0	No
1997	\$0	\$0	No
1996	\$0	\$0	No
1995	\$0	\$0	No
1994	\$0	\$0	No
1993	\$0	\$0	No
1992	\$0	\$0	No
1991	\$0	\$0	No
1990	\$0	\$0	No
1989	\$0	\$0	No
1988	\$0	\$0	No
	Total	\$100,950	No
		\$94,428	No
		\$91,137	No
		\$88,334	No
		\$85,139	No
		\$81,382	No
		\$76,011	No
		\$74,455	No
		\$72,838	No
		\$63,316	No
		\$58,174	No
		\$53,944	No
		\$51,869	No
		\$51,869	No
		\$44,535	No
		\$44,535	No
		\$44,535	No
		\$43,280	No

Property Class 1000
Mortgage Company # 770401066
Exemption Code
Specials No Specials Found
Treasurer Information
Foreclosure #
Foreclosure Date
Exemption Amount 0
TaxSale/Redemption No TaxSale/Redemption Entries Found
Specials
TaxSale/Redemption

Year	Statement #	District	Source	Taxes Due	Total Due	Balance
2004	2004-0022109RP	17013	REAL	\$2,350.92	\$2,350.92	\$1,175.46
2003	2003-0970649RP	17013	REAL	\$2,279.78	\$2,279.78	\$0.00
2002	2002-0970649RP	17013	REAL	\$2,157.60	\$2,157.60	\$0.00
2001	2001-0970649RP	17013	REAL	\$1,897.96	\$1,897.96	\$0.00
2000	2000-0970649RP	17013	REAL	\$1,920.02	\$1,920.02	\$0.00
1999	1999-0970649RP	17013	REAL	\$1,921.64	\$1,921.64	\$0.00
1998	1998-0970649	17013	REAL	\$1,885.40	\$1,885.40	\$0.00
1997	1997-0970649	17013	REAL	\$1,940.22	\$1,940.22	\$0.00
1996	1996-0970649	17013	REAL	\$1,783.46	\$1,783.46	\$0.00
1995	1995-0970649	17013	REAL	\$1,701.32	\$1,701.32	\$0.00
1994	1994-0970649	17013	REAL	\$1,626.50	\$1,626.50	\$0.00
1993	1993-0970649	17013	REAL	\$1,521.84	\$1,521.84	\$0.00
1992	1992-0970649	17013	REAL	\$1,468.02	\$1,468.02	\$0.00
1991	1991-0970649	17013	REAL	\$1,268.96	\$1,268.96	\$0.00
1990	1990-0970649	17013	REAL	\$1,369.41	\$1,369.41	\$0.00
1989	1989-0970649	17013	REAL	\$1,452.06	\$1,452.06	\$0.00
1988	1988-0970649	17013	REAL	\$1,515.14	\$1,515.14	\$0.00

Levy Information 2004

[View Past Levy Information](#)

Fund #	Fund Description	Levy
1	COUNTY LEVY	0.294469
117	MILLARD SCHOOL	1.05
118	MILLARD SCH SPECIAL BLD	0.05
119	MILLARD SCH BOND	0.1989
304	MILLARD RURAL FIRE	0.11431
312	MILLARD FIRE BOND	0.01503
501	PAPIO NATURAL RESRCE	0.04062
701	MUD	0.00699
801	METRO COMMUNITY COLL	0.0674
901	AGRICULTURAL SOCIETY	0.001267
1003	ED SERVICE UNIT 3	0.01671
2096	SID 96	0.138157
2396	SID 96 BOND	0.49036
4001	COMMUNICATIONS BOND	0.005431

Total 2.489644

No Photo on File

Click on Sketech For Large Version

Parcel ID Number



****Measurements are Approximate Only!!!****

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.



Treasurer Statement

Record Current as of 6/14/2005 **Assessor Date Created** 11/11/2004 **Assessor Last Updated** 11/11/2
Statement 2004-0022109RP **Land Value** \$19,000.00
Parcel # 010970649 **GB Loss** \$0.00
Mortgage # 770401066 **Impr_value** \$75,428.00
Owner ID 1016212 **OutBuildings** \$0.00
District 17013 **Total Value** \$94,428.00
Tax Rate 2.489644 **HS Amount** \$0.00
UU Tax Cr \$0.00 **Taxable** \$94,428.00

Taxpayer	SCHWEIGERT/JAMES A & KAYE M	Roll Year	2004
Address	14717 WILLOW DR	Tax Year	2004
Map #	OMAHA NE 68138-	Source	REAL
Situs	2957-14-0-60282-000-0101	Gross Tax	\$2,350.92
Legal	14717 WILLOW CREEK DR	GreenBelt	\$0.00
Statement Notes	LOT 101 WILLOW CREEK REPLAT I	Homestead	\$0.00
Loan Number		Taxes Due	\$2,350.92
Mortgage Name	FIRST NATIONAL BANK OF OMAHA	Drainage	\$0.00
Address	EMAIL	Penalty Tax	\$0.00
	ONE FIRST NATIONAL CENTER	Cert Fees	\$0.00
	OMAHA NE 68102-	Advertising	\$0.00
Total Acres		Tax Credit	\$0.00
		Total Due	\$2,350.92
		Tax Paid	\$1,175.46
		Tax Due	\$1,175.46
		Interest Due	\$0.00
		Total Due	\$1,175.46

Statement Date	11/11/2004	Certificate #	
Tax Sale #		Purchasers ID	
Tax Sale Date		Date Purchased	
Bankruptcy #		Certificate Type	
Foreclosure Date		Maturity Date	
		Principle	
		Filing Fees	
		Interest Due	
		Total Amount	
		Redemption Date	
		Redemption #	
		Redemption Amount	

Receipt #	Code #	Pay Date	Tax Payment	Weed Pay	Interest	Total Payment
2004-0592643	1	4/1/2005	\$1,175.46	\$0.00	\$0.00	\$1,175.46

Title Plant Search Results

Search Date: 6/15/2005

Certification Date: 6/9/2005

Found: 0 entries

County: Surry

Document Type: All

Input Name: o'brion tara

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
No entries were found which matched the search criteria.					

End of Search

Title Plant Search Results

Search Date: 6/15/2005

Certification Date: 6/9/2005

Found: 2 entries

County: Sarpy

Document Type: All

Input Name: obrien tara

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On



First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
OBORNE TRISHA L	12/14/1987	MIS	87 184	\$0.00	
OBRIEN TRAVIS	2/12/2004	JDG	CI04-185	\$0.00	

End of Search

Title Plant Search Results

Search Date: 6/15/2005

Certification Date: 6/9/2005

Found: 4 entries

County: Sarpy

Document Type: All

Input Name: briganti craig

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
BARRAGAN CARDENAS BRENDA A	11/24/2004	JDG	CI04-1723	\$0.00	
BERGMANN CRISTINAM BERGMANN JEFFREY M	3/25/1994	JDG	9470-475	\$0.00	PLAINTIFF DOMESTIC
BERGMANN JEFFREY M BERGMANN CRISTINAM	3/25/1994	JDG	9470-475	\$0.00	DEFENDANT DOMESTIC
BRESSMAN CARL L.	9/20/1984	MIS	57 188	\$0.00	DISTRICT COURT

End of Search

Title Plant Search Results

Search Date: 6/15/2005

Certification Date: 6/9/2005

Found: 2 entries

County: Sarpy

Document Type: All

Input Name: schweigert james/kaye

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
SCHWEIGERT JENNIFER R	11/9/1998	JDG	9874-1814	\$0.00	
SCHWEIGHART JAMESA	9/1/1972	MIS	16 258	\$0.00	

End of Search

Grantor
RUBEK DANIEL L ETAL
199216820 MD
199217925 REL
199220179 REL
NP DODGE CO
HOUSING & URBAN DEVELOPMENT SECY OF
COLONIAL CENTRAL SAVINGS BANK
PATRICK CHRISTOPHER M & MICHELLE R
PATRICK CHRISTOPHER M & MICHELLE R
PATRICK CHRISTOPHER M & MICHELLE R
PATRICK CHRISTOPHER M ETAL
PATRICK CHRISTOPHER M & MICHELLE R
COMMERCIAL FED BANK TR
COMMERCIAL FED BANK TR
PATRICK CHRISTOPHER M ETAL
SCHWIEGERT JAMES A ETAL
199824571 DOT
199824572 DUR
199824573 2DOT
CENDANT MTG CORP
KIVETT MICHAEL F TR
SCHWIEGERT JAMES A ETAL
SCHWIEGERT JAMES A ETAL
CENDANT MTG CORP
SCHWIEGERT JAMES A ETAL
20000434 DOTR
200001288 RM
200341139 DOT
200352407 DOR
200359571 BOR

Inst #	Inst Type	Filed Date	Acronym
199216820	MD	08/17/1992	MICRREI
199217925	REL	08/31/1992	MICRREI
199220179	REL	09/23/1992	MICRREI
199220614	MD	09/28/1992	MICRREI
199220615	HCK	09/28/1992	MICRREI
199220616	DOT	09/28/1992	MICRREI
199221689	RM	10/09/1992	MICRREI
199325746	MTG	10/13/1993	MICRREI
199710540	DOT	05/29/1997	MICRREI
199714146	DOR	07/08/1997	MICRREI
199715803	REL	07/28/1997	MICRREI
199824570	MD	09/01/1998	MICRREI
199824571	DOT	09/01/1998	MICRREI
199824572	DUR	09/01/1998	MICRREI
199824573	2DOT	09/01/1998	MICRREI
199826268	RM	09/17/1998	MICRREI
199827883	DOR	10/02/1998	MICRREI
20000434	DOTR	01/06/2000	MICRREI
200001288	RM	01/19/2000	MICRREI
200341139	DOT	07/24/2003	MICRREI
200352407	DOR	09/16/2003	MICRREI
200359571	BOR	10/16/2003	MICRREI

Lot BIK P Remarks

OF 92-20616

OF 93-25746

OF 92-20616

OF 98-24571

OF 97-10540

RERECORDED

OF 98-24571 & 2000-00434

98-24571 2000-00434

98-24573

OF 204-3304

OF 204-3305

Title Plant Search Results

Search Date: 6/13/2005

Certification Date: 6/9/2005

Found: 4 entries

County: Sarpy

Document Type: All

Input Name: briganti craig

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
BARRAGAN CARDENAS BRENDA A	11/24/2004	JDG	CI04-1723	\$0.00	
BERGMANN CRISTINAM BERGMANN JEFFREY M	3/25/1994	JDG	9470-475	\$0.00	PLAINTIFF DOMESTIC
BERGMANN JEFFREY M BERGMANN CRISTINAM	3/25/1994	JDG	9470-475	\$0.00	DEFENDANT DOMESTIC
BRESSMAN CARL L	9/20/1984	MIS	57 188	\$0.00	DISTRICT COURT

End of Search

Title Plant Search Results

Search Date: 6/13/2005

Certification Date: 6/9/2005

Found: 2 entries

County: Sarpy

Document Type: All

Input Name: obrien tara

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
OBORNE TRISHA L	12/14/1987	MIS	87 184	\$0.00	
OBRIEN TRAVIS	2/12/2004	JDG	CI04-185	\$0.00	

End of Search

Title Plant Search Results

Search Date: 6/13/2005

Certification Date: 6/9/2005

Found: 2 entries

County: Sappy

Document Type: All

Input Name: schweigert jim/kaye

Party: All

Case Number:

Soundex: On

From Date:

Nickname: On

Through Date:

Abbreviation: On

First Party Second Party	File Date	Document Type	Case Number	Amount	Remarks Additional Remarks
SCHWEIGERT JENNIFER R	11/9/1998	JDG	9874-1814	\$0.00	
SCHWEIGHART JAMESA	9/1/1972	MIS	16 258	\$0.00	

End of Search

Spence Escrow Company

130390

DESCRIPTION

DATE

06/29/05

Settlement Charges
Title Insurance
REC REL/HANDLING
ESCROW HOLD FEE

\$
\$
\$
\$

300.00
510.00
15.50
100.00

AMOUNT

\$925.50

File #: TA-50408
14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

\$925.50

DETACH ALONG PERFORATION

SPENCE ESCROW COMPANY

CUSTODIAL ESCROW ACCOUNT

1905 Harney Street Suite 210
Omaha, Nebraska 68102 • 345-8844

first national bank
of omaha

one first national center, omaha, nebraska 68102

27-171 040

No. 130390

DATE

06/29/05

AMOUNT

\$925.50

CHECK NO.
130390

PAY *****Nine Hundred Twenty Five & 50/100 Dollars
TO THE ORDER OF Spence Title Services, Inc.

VOID AFTER 120 DAYS

File #: TA-50408
14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

J. Schwegert
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

James A. Schweigert
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE MICROPRINT SIGNATURE LINES, BLEED THROUGH MICR NUMBERING, A TRUE WATERMARK AND VISIBLE FIBERS.

SPENCE TITLE SERVICES, INC.
1905 Harney Street, Suite 210
Omaha, Nebraska 68102

Date: June 15, 2005

Invoice #: 24553
Reference: TA-50408

To: Spence Escrow Company
1045 N. 115th St. - Suite 302
Omaha, NE 68154
Attn: Judy

Legal: Lot 101, in WILLOW CREEK REPLAT 1, SCN

DESCRIPTION	AMOUNT
Commitment; owners policy (131) Loan policy EPA and Comp. Endorsements Nebraska Closing Protection Letter	\$385.00 \$50.00 \$50.00 \$25.00
TOTAL	\$510.00

Spence Escrow Company

130396

DESCRIPTION

DATE
06/29/05

AMOUNT

TAXES

\$1,175.46

Key # 010970649
LT 101 Willow Creek Rep 1
SCN
SENT 7-6-05

File #: TA-50408
14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

\$1,175.46

DETACH ALONG PERFORATION

SPENCE ESCROW COMPANY

CUSTODIAL ESCROW ACCOUNT

1905 Harney Street Suite 210
Omaha, Nebraska 68102 • 345-8844

first national bank
of omaha

one first national center, omaha, nebraska 68102

27-1/1040

No. 130396

DATE 06/29/05

CHECK NO. 130396

AMOUNT

\$1,175.46

PAY ***** One Thousand One Hundred Seventy Five & 46/100 Dollars

TO THE ORDER OF SARPY CO. TREAS

File #: TA-50408

14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

VOID AFTER 120 DAYS

A. Hansen
AUTHORIZED SIGNATURE

MP

MP

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE MICROPRINT SIGNATURE LINES, BLEED THROUGH MICR NUMBERING, A TRUE WATERMARK AND VISIBLE FIBERS.

⑈ 1 3 0 3 9 6 ⑈ ⑆ 1 0 1 0 0 0 1 1 1 1 ⑆

Spence Escrow Company

130391

DESCRIPTION

DATE
06/29/05

AMOUNT

Recording & Doc Stamps

\$315.25
- 304.75

10.50

WD
8 pmt
4 304.75

sent 7-6-05

\$ 10.50
too much
we forward
changed

File #: TA-50408
14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

\$315.25

DETACH ALONG PERFORATION

SPENCE ESCROW COMPANY

CUSTODIAL ESCROW ACCOUNT

1905 Harney Street Suite 210
Omaha, Nebraska 68102 • 345-8844

first national bank
of omaha

one first national center, omaha, nebraska 68102

27-1/1040

No. 130391

DATE 06/29/05

CHECK NO. 130391

AMOUNT

\$315.25

PAY ***** Three Hundred Fifteen & 25/100 Dollars

TO THE ORDER OF Register of Deeds

File #: TA-50408

14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI

VOID AFTER 120 DAYS

A. Hansen
AUTHORIZED SIGNATURE

MP

MP

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE MICROPRINT SIGNATURE LINES, BLEED THROUGH MICR NUMBERING, A TRUE WATERMARK AND VISIBLE FIBERS.

SURVIVORSHIP WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, HUSBAND AND WIFE, as Joint Tenants, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantees, do hereby grant, bargain, sell, convey and confirm unto CRAIG C. BRIGANTI, A SINGLE PERSON, AND TARA N. O'BRIEN, A SINGLE PERSON, as joint tenants with right of survivorship, and not as tenants in common, the following described real property in SARPY County, Nebraska:

Lot 101, in WILLOW CREEK REPLAT I, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments, appurtenances and reservations thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Dated: June 22, 2007

James A. Schweigert
JAMES A. SCHWEIGERT

Kaye M. Schweigert
KAYE M. SCHWEIGERT

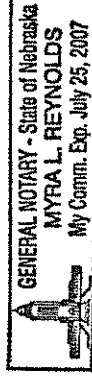
STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this

22 day of June, 2007 by JAMES

A. SCHWEIGERT AND KAYE M. SCHWEIGERT, HUSBAND AND WIFE, as Joint Tenants..

Myra L. Reynolds
Notary Public



Return to:

Craig Briganti
14717 So. Willow Creek DR.
Omaha, NE 68132

Real Estate Transfer Statement

This Statement is Confidential -- for Tax Officials Only

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND LINES 1-25 ARE ACCURATELY COMPLETED

1 County Name **SARPY** 2 County Number **77** 3 Date of Sale **June 29, 2005** 4 Date of Deed **June 29, 2005**

5 Grantor's Name, Address, and Telephone (Please Print)
 Grantor's Name (Seller) **JAMES A. SCHWEIGERT and KAYE M. SCHWEIGERT**
 Street or Other Mailing Address
15328 CUMING ST
 City **OMAHA, NE 68154** State _____ Zip Code _____

6 Grantee's Name, Address, and Telephone (Please Print)
 Grantee's Name (Buyer) **CRAIG C. BRIGANTI and TARA N. O'BRIEN**
 Street or Other Mailing Address
14717 SOUTH WILLOW CREEK DRIVE
 City **OMAHA, Nebraska 68132** State _____ Zip Code _____

7 PROPERTY CLASSIFICATION NUMBER. Check one box in category A and B. Check C also if property is mobile home.

(A) Status
 (1) Improved
 (2) Unimproved
 (3) IOLL

(B) Property Type
 (4) Single Family
 (5) Multi-Family
 (6) Commercial
 (7) Industrial
 (8) Agricultural
 (9) Recreational
 (10) Mineral Interests-Nonproducing
 (11) Mineral Interests-Producing
 (12) State Assessed
 (13) Exempt

Telephone Number **895-3008** Telephone Number **884-8699**

8 Type of Deed
 Warranty
 Quit Claim
 IOLL

9 Federal Employer Identification or Social Security Number(s) of Grantee(s) (if more than two, attach list)
n/a

10 Type of Transfer
 Sale
 Auction
 Gift
 Exchange
 Foreclosure
 Satisfaction of Contract
 Life Estate
 Other (explain)

11 Ownership Transferred in Full (if No, explain division)
 YES NO

12 Was real estate purchased for same use? (if No, state intended use)
 YES NO

13 Was sale between relatives? (if Yes, check appropriate box)
 YES NO

14 If the real estate was transferred for nominal consideration, what is the current market value?
n/a

15 Was mortgage assumed? If Yes, state amount and interest rate.
 YES NO

16 Does this conveyance divide a current parcel of land?
 YES NO

17 Was sale through a real estate agent? (if Yes, name of agent)
 YES NO

18 Address of Property
14717 SOUTH WILLOW CREEK DRIVE
OMAHA, Nebraska 68132

19 Name and Address of Person to Whom Tax Statement Should be Sent
CRAIG C. BRIGANTI
14717 SOUTH WILLOW CREEK DRIVE
OMAHA, Nebraska 68132

20 Legal Description
LOT 101, IN WILLOW CREEK REPLAT I, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, IN SARPY COUNTY, NEBRASKA

21 If agricultural, list total number of acres
41 258.75

22 Total purchase price, including any liabilities assumed **22 \$ 114,500.00**

23 Was nonreal property included in purchase? YES NO (if Yes, enter amount and attach itemized list) ... **23 \$ 8**

24 Adjusted purchase price paid for real estate (line 22 minus line 23) **24 \$ \$114,500.00**

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true and correct, and that I am duly authorized to sign this statement.

sign here **Craig C. Briganti**
 Print or Type Name of Grantee or Authorized Representative
 Signature of Grantee or Authorized Representative

BUYER **Craig C. Briganti**
 Telephone Number **884-8699**
 Date **June 29, 2005**

Return To:

GREAT WESTERN BANK
407 N 117TH STREET, SUITE 100, OMAHA, NE 68154

Prepared By:
AMY MORACZEWSKI
GREAT WESTERN BANK, 407 N 117TH ST, SUITE 100, OMAHA, NE 68154

8pas
\$ 40.50

State of Nebraska

DEED OF TRUST

FHA Case No.
3212405088

THIS DEED OF TRUST ("Security Instrument") is made on June 30th, 2005
The Trustor is

CRAIG C. BRIGANTI and TARA N. O'BRIEN, BOTH SINGLE PERSONS

("Borrower"). The trustee is GREAT WESTERN BANK
407 No. 117th STREET, OMAHA, NE 68154
("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

GREAT WESTERN BANK
("Lender") is organized and existing under the laws of NEBRASKA
has an address of 407 North 117th STREET, OMAHA, NE 68154
, and
One Hundred Thirteen Thousand Six Hundred One and 00/100
Dollars (U.S. \$ 113,601.00).
. Borrower owes Lender the principal sum of

FHA Nebraska Deed of Trust with MERS - 4/96
-4N(NE) (0407) Amended 7/04

Page 1 of 8
Initials: CB

VMP Mortgage Solutions, Inc. (800)521-7291

TO

Ta 50408
P.L.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **July 1st, 2035** 7/1/2035

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **SARPY**

County, Nebraska:

LOT 101, IN WILLOW CREEK REPLAT I, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

Parcel ID Number: **010-970-649**

which has the address of **14717 WILLOW CREEK DRIVE**

OMAHA

[Street]

[City], Nebraska **68138**

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies under this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of exercising the power of sale, and the sale, including the payment of the Trustee's fees actually incurred, not to exceed 4.000 % of the principal amount of the note at the time of the declaration of default, and reasonable attorneys' fees as permitted by law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider Growing Equity Rider Other [specify]
 Planned Unit Development Rider Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Craig C. Briganti
CRAIG C. BRIGANTI (Seal)
-Borrower

Tara N. O'Brien
TARA N. O'BRIEN (Seal)
-Borrower

(Seal)
-Borrower

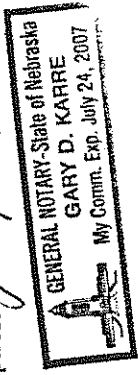
(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEBRASKA, SARPY - 153
The foregoing instrument was acknowledged before me this 30th day of June, 2005 County ss: _____
by CRAIG C. BRIGANTI and TARA N. O'BRIEN, BOTH SINGLE PERSONS

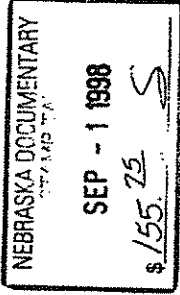
Gary D. Karre
Notary Public

My Commission Expires: July 24, 2007



98.24570

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98 024570
98 SEP -1 AM 10: 03



Counter SK
Verify SK
D.E. SK
Proof a
Fees 5.50
chk Cash Cfg

Steve J. ...
REGISTER OF DEEDS

S U R V I V O R S H I P
W A R R A N T Y D E E D

KNOW ALL MEN BY THESE PRESENTS, THAT
Christopher M. Patrick and Michelle R. Patrick, husband and wife

THE GRANTOR WHETHER ONE OR MORE, IN CONSIDERATION OF ONE DOLLAR AND OTHER
VALUABLE CONSIDERATION RECEIVED FROM GRANTEEES, DOES GRANT, BARGAIN, SELL
CONVEY AND CONFIRM UNTO:
James A. Schweigert and Kaye M. Schweigert

AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THE FOLLOWING
DESCRIBED REAL PROPERTY IN Douglas
COUNTY, NEBRASKA.

Lot 101, in Willow Creek Replat I, a Subdivision, in Sarpy County,
Nebraska.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED PREMISES TOGETHER WITH ALL TENEMENTS,
HEREDITAMENTS AND APPURTENANCES THERETO BELONGING UNTO THE GRANTEEES AND TO
THEIR ASSIGNS, OR TO THE HEIRS AND ASSIGNS OF THE SURVIVOR OF THEM FOREVER.
AND GRANTOR DOES HEREBY COVENANT WITH THE GRANTEEES AND WITH THEIR ASSIGNS AND
WITH THE HEIRS AND ASSIGNS OF THE SURVIVOR OF THEM THAT GRANTOR IS LAWFULLY
SEIZED OF SAID PREMISES; THAT THEY ARE FREE FROM ENCUMBRANCE:

Except those easements, restrictions and covenants of record, if any
THAT GRANTOR HAS GOOD RIGHT AND LAWFUL AUTHORITY TO CONVEY THE SAME; AND THAT
GRANTOR WARRANTS AND WILL DEFEND THE TITLE TO SAID PREMISES AGAINST THE LAWFUL
CLAIMS OF ALL PERSONS WHOMSOEVER.

IT IS THE INTENTION OF ALL PARTIES HERETO THAT IN THE EVENT OF THE DEATH OF
EITHER OF THE GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE SHALL
VEST IN THE SURVIVING GRANTEE.

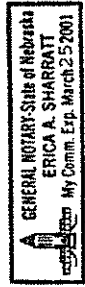
EXECUTED: August 17, 1998.
Christopher M. Patrick
Christopher M. Patrick
Michelle R. Patrick
Michelle R. Patrick

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

ON THIS 17th DAY OF August, 1998, BEFORE
ME, THE UNDERSIGNED A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR IN
SAID COUNTY, PERSONALLY CAME Christopher M. Patrick and Michelle R. Patrick,
husband and wife

TO ME KNOWN TO BE THE IDENTICAL PERSON OR PERSONS WHOSE NAME IS OR NAMES ARE
AFFIXED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO
BE HIS, HER OR THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Erica A. Sharratt
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 25th DAY OF March, 2001

SLT

024570

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-41139
2003 JUL 24 P 4: 12 R

Sherry J. Dowling
REGISTER OF DEEDS

Counter *Sherry Dowling*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 35.50
Ok Cash Chg
37379

[Space Above This Line For Recording Data] 08000303194-01

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security instrument" means this document, which is dated JULY 17, 2003, together with all Riders to this document.

(B) "Borrower" is JAMES A. SCHWEIGERT AND KAYE M. SCHWEIGERT, AS HUSBAND AND WIFE

(C) "Lender" is FIRST NATIONAL BANK OF OMAHA. Borrower is the trustor under this Security Instrument.
A NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA. Lender is a
Lender's address is 1620 DODGE STREET STOP 4300, OMAHA, NE 68197-4300. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIRST NATIONAL BANK OF OMAHA
1620 DODGE STREET STOP 4300, OMAHA, NE 68197-4300

(E) "Note" means the promissory note signed by Borrower and dated JULY 17, 2003. The Note states that Borrower owes Lender EIGHTY EIGHT THOUSAND TWO HUNDRED AND NO/100 Dollars (U.S. \$ 88,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2033.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
 Condominium Rider
 Bailout Rider
 Planned Unit Development Rider
 1-4 Family Rider
 Second Home Rider
 Other(s) [specify] _____

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers; automated teller machine transactions; transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

AFTER RECORDING RETURN TO:

FIRST NATIONAL BANK OF OMAHA
MORTGAGE LOAN DEPARTMENT
1620 DODGE STREET STOP 4300
OMAHA, NE 68197-4300

TF SGBL

41139

SARPY COUNTY

1210 GOLDEN GATE DRIVE • PAPHILLION, NE 68046

010970649

TAX RECEIPT

TAX YEAR

2004

DATE OF PAYMENT 07/07/2005

RECEIPT NUMBER 2004-0605624	TAXING DISTRICT 17013	TAX RATE 2.489644	VALUE 94,428	0.00	TYPE OF TAX REAL
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LEGAL LOT 101 WILLOW CREEK REPLAT I
 PROPERTY DESCRIPTION

TAXES DUE 12/31/2004 2350.92
 DELINQUENT
 1st HALF 04/01/2005 HOMESTEAD VALUE
 2nd HALF 08/01/2005 HOMESTEAD CREDIT 0.00
 LATE FILING FEE 0.00

LOAN PAYMENT CODE: 770401066

pcieslik

RICH JAMES
County Treasurer

INITIALS _____

PAYMENT RECEIVED			INSTALLMENT	TOTAL ANNUAL TAX
1st HALF	2nd HALF	FULL		
	X		1175.46	2350.92
INTEREST				0.00
ADVERTISING				0.00
TOTAL COLLECTED				1,175.46
CREDIT CARD		CASH	CHECK X	
METHOD OF PAYMENT:				

JAMES A & KAYE M SCHWEIGERT

14717 WILLOW DR
OMAHA NE 68138-

PAID BY SPENCE ESCROW CO

COMMENTS:

Rich James

Spence Escrow Company

130396

DATE	DESCRIPTION	AMOUNT
06/29/05	TAXES	\$1,175.46
Key # 010970649 Lt 101 Willow Creek Rep 1 SCN SENT 7-6-05		
File #: TA-50408	14717 SOUTH WILLOW CREEK DRIVE, OMAHA, Nebraska 68132	
JAMES A. SCHWEIGERT S/T CRAIG C. BRIGANTI		\$1,175.46

SPENCE TITLE COMPANY
TITLE INSURANCE ORDER
FAX 402-345-4634

mp

CUSTOMER: JV - STS

DATE: 6-1-05

OWNER'S AMOUNT 114,500 385

LOAN AMOUNT 180 113 601.00

LOAN TYPE: FBA YA CONV NIFA

SECOND CONSTRUCTION

TELEPHONE NUMBER 293-7406 212-8835

LENDER Great Western Bank

FAX NUMBER 293-7401

LOAN OFFICER Gary Kane 4071309

PRIOR POLICY: Yes No

ADDRESS Fax to Jennifer Malone 554-7359

LEGAL DESCRIPTION (COUNTY Sarpy) Lot 10 Willow Creek Replot 1

PROPERTY ADDRESS 14717 So. Willow Creek Dr. 68138

CURRENT OWNER(S) Jim & Kaye Schweigert

HIS SSN 503-06-7301 AGE 50 HER SSN 505-13-9857 AGE 50

MARITAL STATUS: Single Married Divorced Husband and Wife

ADDRESS 14717 So. Willow Creek Dr. Omaha 68138

PURCHASER(S) Craig Brigganti & Tara O'Brien

HIS SSN 507-11-1376 AGE 50 HER SSN 507-23-5642 AGE 50

MARITAL STATUS: Single Married Divorced Husband and Wife

ADDRESS 7315 Frederick Ave La Vista 68128

DELIVERY INSTRUCTIONS AND OTHER DATA LA, SA, LN, B, S, + 300 to Judy.

NEED BY 6-13 CLOSING DATE 6-22

LISTING AGENT Maurice Korthaus NPD SELLING AGENT Tracy Matson (Prudential)

ADDRESS 7800 Pierce Plz 68130

ADDRESS 1045 N. 15th 68154

PHONE 951-5008

PHONE 490-4003

TA-50408

Title Request

June 7, 2005

To: SPENCE TITLE SERVICES INC
1905 HARNEY STREET
OMAHA, NE 68102

From: GREAT WESTERN BANK
407 NORTH 117TH STREET
OMAHA, NE 68154

Contact:

Phone: (402) 345-8844 Ext:
Fax: (402) 345-4634
E-mail:

Contact: JENNIFER M. MALONE
Phone: (402) 551-4310 Ext:4721
Fax: (402) 554-7359
E-mail: jennifer.malone@greatwesternbank

Property

Address: 14717 WILLOW CREEK DRIVE
OMAHA, NE 68138

County Name: SARPY

Number of Units: 1

Legal Description: LOT 101, WILLOW CREEK REPLAT 1, SARPY COUNTY, NEBRASKA.

Loan

Loan Number: 637158
Purchase Price: \$ 114,500.00
Loan Amount: \$ 113,601.00
Sales Contract Dated: 05/21/2005
Est Closing Date: 06/29/2005

Loan Type: FHA
Interest Rate: 5.50000
Term in Months: 360

Purchase Refinance

Borrower

Name
CRAIG C. BRIGANTI
TARA N. O'BRIEN

Home Phone

(402) 884-8699 Ext:
(402) 884-8699 Ext:

Business Phone

(402) 592-6600 Ext:
(402) 361-2947 Ext:

Seller

Seller's Names: JAMES A. SCHWEIGERT
KAYE M. SCHWEIGERT

Seller's Address:

Seller Presently Occupies Residence. Occupant:

Realtor

Selling Realtor: PRUDENTIAL AMBASSADOR
Agent's Name: PRUDENTIAL R E, TRACY MASTON

Phone: (402) 493-4663 Ext:

Listing Realtor:
Agent's Name:

Phone: () - Ext:

Contact

Contact for Entrance:

Phone:

Special Instructions: PLEASE SEND TITLE TO THE FAX ABOVE OR TO ME AT:
mtgctr117@greatwesternbank.com. CALL WITH ANY QUESTIONS. THANKS JENNIFER

TA: 50408

VERDAL UP-DATE REQUEST

SPENCE TITLE SERVICES

FROM: Judy Vandermeulen

FAX: 402-345-4634

DATE: 6-28

BUYER: Eugenia - Obizzo

COUNTY: Sarpy

TA- 50408

ADDRESS: 14717 S Willow Ln A

LEGAL: Lot 101 Willow Creek Replat I

FAX TO: West. Ofc

FAX #:

PHONE TO:

PHONE#:

DATE(S) NEEDED: 6-29 (DATE) 2:00 (TIME)

NO CHANGE FROM LAST SEARCH

(DATE) (TIME)

NO CHANGE FROM LAST SEARCH

THE FOLLOWING CHANGES HAVE BEEN NOTED:

THE FOLLOWING CHANGES HAVE BEEN NOTED:

1.)

2.)

3.)

VERDAL DONE BY: [Signature]

DATE

6-29

TIME

1:30

VERDAL DONE BY:

DATE

TIME

(VERDAL)