

Remit Payment To:
Phelps County Title Company
311 West Ave.
Holdrege, NE 68949

INVOICE

Billed To:
Adam Marshall Auctioneers & Land Brokers
4009 6th Ave, Suite 5
Kearney, NE 68845

Invoice No.:
Invoice Date: January 8, 2020
Please Pay Before: February 8, 2020
Our File Number: H-896
Your Reference Number:

Property:
421 McMillan St
Holdrege, NE 68949
Phelps County

Brief Legal: N43' L2, B32, Einsele's 2nd Add
, Holdrege, Phelps County,
Nebraska

DESCRIPTION	AMOUNT
NOTE PREMIUMS ARE SHOWN AS REQUIRED FOR THE LOAN ESTIMATE/CLOSING DISCLOSURE FORMS	

Invoice Total Amount Due \$ 0.00

The Closing Protection Endorsement and its coverage are Valid Only if a First American Agent/Approved Closer is closing any part of this transaction. The endorsement insures only the party/parties a First American Agent/Approved Closer closes for. A fee of \$25.00 will be collected for this Endorsement at the time of closing.

PLEASE INCLUDE OUR FILE NUMBER ON YOUR CHECK.

Thank You For Your Business!
Copies To:
Adam Marshall



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Phelps County Title Company
 Issuing Office: 311 West Ave., Holdrege, NE 68949
 ALTA® Universal ID: 43422
 Commitment No.: H-896
 Property Address: 421 McMillan St, Holdrege, NE 68949
 Revision No.: Original

SCHEDULE A

1. Commitment Date: January 8, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA® ALTA Owners Policy (06/17/06)
 Proposed Insured: Adam Marshall Auctioneers & Land Broker
 Proposed Policy Amount: _____ Premium Amount: \$ _____
 - (b) ALTA® ALTA Loan Policy (06/17/06)
 Proposed Insured: _____
 Proposed Policy Amount: _____ Premium Amount: \$ _____
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Lloyd H. Steinbrink and June Steinbrink, husband and wife
5. The Land is described as follows:
All of Lot Two (2) Except the South Twenty-one (21) feet, Block Thirty-two (32), Einsele's Second Addition to Holdrege, Phelps County, Nebraska

FIRST AMERICAN TITLE INSURANCE COMPANY


By: _____
 Phelps County Title Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
 Reprinted under license from the American Land Title Association.

AMERICAN
 LAND TITLE
 ASSOCIATION



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: H-896

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. ***Phelps County Title Company requires that an update be done on the land prior to closing and disbursement.***
 - b. ***Warranty Deed from June Steinbrink, a single person to Buyer, covering insured land.***
 - c. ***Death Certificate of Lloyd H. Steinbrink and accompanying affidavit. (To be recorded in the Phelps County Clerk's office, indexed against insured premises.***
 - d. ***Deed of Reconveyance of Deed of Trust at Book 293, Page 286. (See Schedule B-II, Item 12)***
 - e. ***Lien Guaranty executed by June Steinbrink. (Form provided by Title Company.)***

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of parties in possession not shown by the Public Records.
4. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. The lien of the General Taxes for the year 2019 and thereafter.
9. Any loss or adverse claim resulting from defects in documents presented for recording or any delay in recording, in a timely fashion, the document or documents creating the interest or interests to be insured, when such documents are not within the physical control of the title company. By way of illustration, but not in limitation of the generality thereof, such delay may arise from undue delay in presentation to the appropriate authority for recording; rejection of any document by such authority due to legal or formatting defects in such document; or failure to tender the proper recording fee.
10. Taxes and assessments not yet due and payable and special assessments not yet certified to the County Treasurer's Office.
11. Taxes - ID # 1493.00, 2018 taxes are exempt. Taxes for the year 2017 and prior years are paid in full. Assessed Value of subject land according to the records of the County Assessor for the 2018 tax year: Total: \$69,330.00 "Please Note - Taxes for the year 2018 were \$1,261.40, before the Tax Credit."

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE BI & BII

(Continued)

Commitment No.: H-896

12. Deed of Trust from June Steinbrink, a single person to Holdrege Memorial Homes, Inc., securing the original principal amount of \$38,888.74, dated 09/10/2018, recorded 09/11/2018 in Book 293, Page 286.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



State of: **NEBRASKA**
County of: **PHELPS**

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY (LIEN GUARANTY)

MID-NEBRASKA TITLE GROUP DBA PHELPS COUNTY TITLE

Agent for **First American Title Insurance Company**

File No: **H-896**

I/We, being first duly sworn on oath, depose and state that, I/We own the following property: **All of Lot Two (2) Except the South Twenty-one (21) feet, Block Thirty-two (32), Einsele's Second Addition to Holdrege, Phelps County, Nebraska**, which has an address of **421 McMillan St, Holdrege, NE**.

I/We have owned the property now being sold or mortgaged and, during all the time that I/we owned the property, my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by any reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise except _____ (if none, state "None").
2. The Seller(s)/Owner(s), during the time of ownership of the premises above described, has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises except _____ (if none, state "None").
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the Seller(s)/Owner(s) encroached upon any property of adjoining land owners except _____ (if none, state "None").
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has no knowledge of such adverse rights.
5. There are no shared driveways or party walls except _____ (if none, state "None").
6. The Seller(s)/Owner(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor contracted for any material to be delivered to the premises for which charges therefore remain unpaid.
7. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters either bordering, running through or situated on said premises.
8. The Seller(s)/Owner(s) has/have no knowledge of any due or delinquent taxes or special assessments, water/sewer bills, or homeowner's association dues except _____ (if none, state "None"). Nor have they received any notices of future public improvements, which might result in special assessments or charges against the property.
9. The Seller(s)/Owner(s) has/have not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
10. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said Seller(s)/Owner(s), whether in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce any purchaser to purchase, any lender to accept a mortgage on the property and to induce **First American Title Insurance Company and/or its agent** to issue its title insurance policy or policies in reliance upon any of the statements contained herein, and should **First American Title Insurance Company** in its sole discretion, issue insurance in reliance upon such representations, affiant agrees to indemnify and hold **First American Title Insurance Company and/or its agent** harmless of and from all loss, cost, damage and expense of every kind, including attorney's fees, which said **First American Title Insurance Company and/or its agent** shall suffer or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, as a result of any misrepresentations captioned herein.

June Steinbrink

Subscribed to and sworn to before me this _____ day of _____, _____.

(Seal)

Notary Public