

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

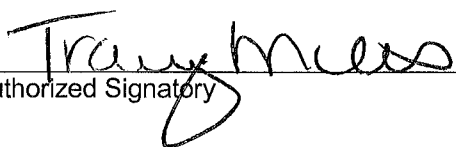
### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

  
Authorized Signatory

By



President

Attest



Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Title Services of Saunders County, LLC**

Issuing Office: **129 E. 5th Street  
PO Box 85, Wahoo, NE 68066**

Issuing Office's ALTA® Registry ID: **1056826**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **C25-0024**

Property Address: **1685 County Road M, Wahoo, NE 68066**

Revision Number: \_\_\_\_\_

## **SCHEDULE A COMMITMENT**

1. Commitment Date: **January 27, 2025, at 08:00 am**
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured: **TBD**  
Proposed Amount of Insurance: Premium: **\$0.00**  
The estate or interest to be insured: **Fee Simple**  
  
Owner's Endorsements to be issued:  
**Closing Service Letter** **\$25.00**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Roland W. and Mary K. Hohn, husband and wife, as joint tenants with rights of survivorship, and not as tenants in common**  
and, as disclosed in the Public Records, has been since **January 22, 2025**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

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**ORT Form 4819 A**

Alternate Schedule A — ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

## EXHIBIT "A"

That part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 7 East of the Sixth Principal Meridian, Saunders County, Nebraska; Described as commencing at the Northwest corner of the Northwest Quarter of Section 34; Thence N89°13'35"E (assumed bearing), on the north line of the Northwest Quarter, a distance of 1124.26 feet; Thence S00°45'59"E, a distance of 44.54 feet to a point on the South Right-of-Way line of State Highway #77/92, said point being the point of beginning; Thence continuing S00°45'59"E, a distance of 412.41 feet to a point on the south line of the tract conveyed by the Deed recorded in Deed Book 206 Page 983; Thence continuing S00°45'59"E, on the South line of said Tract, a distance of 80.96 feet; Thence S89°13'38"W, on the South line of said Tract, a distance of 392.00 feet to the Southwest corner of said Tract; Thence N00°48'06"W, on the West line of said Tract, a distance of 487.70 feet to a point on the South Right-of-Way line of State Highway #77/92; Thence S84°44'13"E, on said South Right-of-Way line, a distance of 142.99 feet; Thence N86°06'53"E, on said South Right of Way line, a distance of 127.55 feet; Thence N82°49'17"E, on said South Right-of-Way line, a distance of 123.52 feet to the point of beginning, containing a computed are of 4.33 acres more or less.

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**ORT Form 4819 A**

Alternate Schedule A — ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

# SCHEDULE B I COMMITMENT

## 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. **This commitment is issued pursuant to the sale of said property shown on Schedule "A" herein at a public auction and the Company reserves the right to require any further documentation to effectuate the sale of said property pursuant to the terms of said public auction and further that the policy shall not be issued to the prospective purchaser of the property at the public sale until such time as all of the requirements concerning said sale have been completed and the sale transaction closed.**

**The application for Title Insurance does not give the name of the prospective purchaser. When the customers name is ascertained, the records must be reviewed for possible judgments. NOTE: Title Company reserves the right to make additional requirements.**

- b. **Warranty Deed from Roland W. Hohn and Mary K. Hohn, husband and wife, to To Be Determined, conveying the subject lands for the sum of To Be Determined.**
5. **The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.**

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# SCHEDULE B II COMMITMENT

## EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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.

### Standard Exceptions

2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

### Special Exceptions

3. Taxes or special assessments which are not shown as existing liens by the public record.
4. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
5. 2023 Taxes Paid. 2024 Taxes due, but not delinquent. 2025 Taxes Accruing. Special Assessments not yet of record. (For information only: 2024 taxes \$148.78; Taxes prior to exemption \$2,613.32 [Tax ID #0002153500](#).)

However, Neb. Rev. Stat. §77-202.3 (1989) grants authority to the County Assessor to place exempt or partially exempt property back on the tax rolls retroactive to January 1st if there is a change in status due to a sale occurring on or before August 15th of the current tax year.

6. City of Wahoo Building Inspector/Zoning Administration Approval recorded January 10, 2025 in [Book 615, Page 1049](#).
7. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

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8. All reservations contained in patents issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

**TITLE TO MINERALS IS NOT INSURED.**

9. Rights of the public, State of Nebraska, County of Saunders in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
10. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.

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