



**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature

National Title Company  
1442 Silver Street  
Ashland, NE 68003  
(402) 944-3393



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 201271

**1. Effective Date:** January 23, 2023 at 8:00 A.M.

**2. Policy or Policies To Be Issued:**

**Amount of Insurance**

(a) ALTA Owner's	2006 (Standard)	<b>Amount Premium</b>
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Proposed Insured:

(b) ALTA Loan	2006 (Standard)	<b>Amount Premium</b>
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Proposed Insured:

Lender

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

**4. Title to the said estate or interest in said land is at the effective date hereof vested in:**

Siewert Properties, LLC, a Nebraska Limited Liability Company

**5. The land referred to in this Commitment is described as follows:**

Tax Lot 7, located in Section 25, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, except Tax Lot 1, Siewert Addition, Sarpy County, Nebraska located therein.



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

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The following are the requirements to be complied with:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable including the following:
5. Duly Authorized and Executed Owner's/Affidavit.
6. Record instrument conveying or encumbering the estate or interest to be insured, described in Schedule A, hereof.
7. Warranty Deed executed by authorized member(s) of Siewert Properties, LLC, conveying the subject property to the proposed insured owner.
8. National Title Company requires a copy of the Certificate of Organization and Operating Agreement of Siewert Properties, LLC prior to the closing of this sale.
9. Resolution by authorized member(s) of Siewert Properties, LLC resolving the purchase of the subject property and naming the member(s) authorized to sign the closing documents.
10. Corrective Personal Representative Deed executed on December 7, 2022, and filed December 15, 2022, in Instrument Number 2022-31048, correcting the Grantor from The Estate of Shirley N. Siewert, Grantor, to Sheryl Cloyd, Personal Representative of the Estate of Shirley N. Siewert, Grantor, and correcting the legal description to match Schedule A herein.
11. Corrective Quitclaim Deed executed on December 16, 2022 and filed January 17, 2023, Instrument Number 2023-00806, correcting the vesting to show Sheryl Cloyd and spouse, if any, and marital status, Grantor(s) to Siewert Properties, LLC, Grantee and correcting the legal description to match Schedule A herein.
12. Corrective Quitclaim Deed executed on December 6, 2022 and filed January 17, 2023, Instrument Number 2023-00805, correcting the vesting to show Thomas Siewert and spouse, if any, and marital status, Grantor(s) to Siewert Properties, LLC, Grantee and correcting the legal description to match Schedule A herein.
13. Corrective Quitclaim Deed executed on December 7, 2022 and filed January 17, 2023, Instrument Number 2023-00804, correcting the vesting to show Randolph Siewert and spouse, if any, and marital status, Grantor(s) to Siewert Properties, LLC, Grantee correcting the legal description to match Schedule A herein.
14. Corrective Quitclaim Deed executed on December 2, 2022 and filed January 17, 2023, Instrument Number 2023-00803 correcting the vesting to show Jeanne Stoltenberg and spouse, if any, and marital status, Grantor(s) to Siewert Properties, LLC, Grantee correcting the legal description to match Schedule A herein.
15. Corrective Quitclaim Deed executed on December 6, 2022 and filed January 17, 2023, Instrument Number 2023-00802 correcting the vesting to show Robert Siewert, a resident of the state of Mississippi or Robert Siewert and spouse, if any, and marital status, Grantor(s) to Siewert Properties, LLC, Grantee and correcting the legal

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SCHEDULE B PART I**

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description to match Schedule A herein.

16. Payment of all premiums due as set forth in Schedule A herein.



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II**

File No. 201271

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

**Standard Exceptions:**

2. Rights of claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

**Special Exceptions:**

1. Parcel ID 010378421
2. 2022 RE Tax assessed in the sum of \$1,063.46 shown UNPAID AND NOT DELINQUENT.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

