



**For questions about your commitment
or other title needs, please contact us:**

**DRI Title & Escrow
13057 West Center Rd, Suite 1
Omaha, NE 68144-3723
402-932-4670**

Thank you for your business!

Invoice

Remit payment to:

DRI Title & Escrow
13057 West Center Rd, Suite 1
Omaha, NE 68144-3723

Billed to:

Invoice number: 2340996
Invoice date: May 26, 2023
Please pay before: June 25, 2023
Our file number: 2340996

Property:

6136 Hamilton St
Omaha, NE 68132
Douglas County

Brief legal: Lots 711 & 712, Morningside
Add

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$5,000.00)	175.00
Loan Policy (Coverage \$5,000.00)	75.00
ALTA Endorsement 8.1-06 (Environmental Protection Lien)	25.00
ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals - Loan Policy)	25.00
Settlement Fee - Escrow	550.00
Settlement Fee - Lender	275.00
E Record Fee	4.25
Escrow Recording Service Fee	25.00
Technology Fee	25.00
Closing Protection Letter	25.00
Invoice total amount due:	<u><u>\$ 1,204.25</u></u>



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY 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, TITLE RESOURCES GUARANTY COMPANY, a Texas 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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TRGC Form: Comm16 ALTA Commitment Form Adopted 06-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

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.

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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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COMMITMENT FOR TITLE INSURANCE

Issued by

TITLE RESOURCES GUARANTY COMPANY

Commitment No.: 2340996

Issuing Agent: DRI Title & Escrow

SCHEDULE A

1. Commitment Date: May 11, 2023 at 8:00 A.M.

2. Policy to be issued:

		Amount	Premium
(a) Owner's Policy	(ALTA Owners Policy (06/17/06))	\$5,000.00	\$175.00
Proposed Insured:	Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.		
(b) Loan Policy	(ALTA Loan Policy (06/17/06))	\$5,000.00	\$75.00
Proposed Insured:	Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2 (a).		

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:

CESH, LLC, a Nebraska Limited Liability Company

5. The Land is described as follows:

Lots 711 and 712, Morningside, an Addition to the City of Omaha, in Douglas County, Nebraska.

NOTE: For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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Issued by

TITLE RESOURCES GUARANTY COMPANY

Commitment No.: 2340996

BY:

A handwritten signature in black ink, appearing to read "Troy Podraza", written over a horizontal line.

Troy Podraza, Authorized Signatory

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Commitment No.: 2340996

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. FURNISH TITLE COMPANY WITH A COPY OF THE EXECUTED PURCHASE AGREEMENT ON SUBJECT PROPERTY.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a) Warranty Deed executed by an authorized signor for CESH, LLC, a Nebraska Limited Liability Company, to Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below..
 - b) Mortgage/Deed of Trust executed by Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below to the Proposed Insured.
 - c) Pursuant to the notice under Item No. 9 of Schedule B-Section 2, must be registered pursuant to the City of Omaha Ordinance No. 40565 and released.
 - d) Pursuant to the notice under Item No. 9 of Schedule B-Section 2, must be registered by TBD, and any applicable fees must be paid until the property is deemed permittable by the City of Omaha, pursuant to Ordinance No. 40565.
3. Pay the full consideration to, or for the account of, the grantors or mortgagors.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
5. 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 notices of intent to perfect a lien for labor or material.
6. LLC Seller Requirements:
 - A. Title Company requires to be provided with a copy of CESH, LLC, a Nebraska Limited Liability Company's filed, stamped and dated certificate/articles of organization, and any amendments thereto;

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B. Title Company requires to be provided with a copy of the operating agreement for CESH, LLC, a Nebraska Limited Liability Company together with any amendments thereto. The operating agreement, and any amendments thereto, must be:

1. executed in the limited liability company's name;
2. signed by all members;

C. Title Company requires a Certificate of Good Standing of the State of Nebraska, for CESH, LLC, a Nebraska Limited Liability Company.

7. Title Company requires a Verbal Update to be performed prior to close to detect any matters appearing of record after the effective date of commitment.

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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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
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.

SPECIAL EXCEPTIONS

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

7. 2022 Taxes total \$2,728.06, 1st half PAID, 2nd half becomes delinquent August 1, 2023. (Key No. 1166 0002 18) Assessed as 6136 Hamilton St, Omaha, NE 68132.

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8. NOTE: No open mortgages have been found of record, please verify this information and if this is incorrect notify the title department immediately.
9. Notice of Code Enforcement Violation, dated April 19, 2023, filed April 20, 2023, as Document No. 2023026627, by the City of Omaha, and against subject property.
10. Easements, Restrictions and Setbacks, if any, contained in the Plat and Dedication of MORNINGSIDE, filed June 14, 1909, in Book 300, Page 496, but deleting any covenant, condition or restriction based on indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 ©.
11. No Certification is made as to special assessments except those certified to the Office of the County Treasurer.
12. CHAIN OF TITLE:
 - a) Warranty Deed, dated 07/19/2021, filed 07/22/2021, Document No. 2021096771, executed by Idle Acres, LLC, a Nebraska limited liability company, as Grantor(s), in favor of CESH, LLC, a Nebraska Limited Liability Company, as Grantee(s).
 - b) Quitclaim Deed, dated 01/04/2021, filed 01/12/2021, Document No. 2021005120, executed by Red Tree, LLC, a limited liability company, as Grantor(s), in favor of Idle Acres, LLC, a limited liability company, as Grantee(s).NOTE: This chain of title is for informational purposes only and will not appear on the final policy to be issued hereafter.

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INSTRUCTIONS: READ THIS ENTIRE DOCUMENT BEFORE SIGNING. If any statement is not accurate, insert a note directing attention to the reverse side and set forth an accurate statement on the reverse side, and NOTIFY THE TITLE COMPANY OF ANY ADDITIONS PRIOR TO CLOSING.

ANY BLANKS LEFT ON THIS INSTRUMENT AT EXECUTION SHALL BE CONSTRUED TO BE "NONE"

SELLER'S RESIDENTIAL AFFIDAVIT

In order to induce DRI Title & Escrow and Title Resources Guaranty Company to issue its policy of title insurance on the property legally described as:

Lots 711 and 712, Morningside, an Addition to the City of Omaha, in Douglas County, Nebraska.

with an address of 6136 Hamilton St, Omaha, NE 68132. The undersigned, hereinafter referred to as affiant (whether one or more), of lawful age, being first duly sworn upon oath, states to the best of affiant's knowledge that:

1. Affiant has owned the described property exclusively and continuously for more than six months immediately preceding the date hereof.
2. The property is located in a platted subdivision and that there is located thereon a single-family dwelling which has been completed for at least six months.
3. No one is in possession of said property other than the affiant, except _____ (if none, state "None").
4. There are no unrecorded contracts, leases, easements, agreements, documents, or notices of claims relating to the property, other than _____ (if none, state "None").
5. There are no unpaid bills for labor, services or materials for construction of improvements, alterations or repairs to the property during the last six months.
6. There has been no work in the immediate vicinity in the last six months for matters such as: grading, repairing or paving of streets or sidewalks; installation of repair of sewer, water or electrical line; installation of street lights; etc.
7. The affiant has received no notices of future public improvements which might result in special assessments or charges against the property.
8. The affiant has not been notified of any violations of local setback or building restriction regulations.
9. There have been no disputes with neighbors over fence or boundary lines, driveways, walks, street or alley locations, encroachments of buildings or improvements, or violations of covenants and restrictions.
10. The affiant has no knowledge of any underground pipes, cables, conduits, ditches or drain tiles crossing the property.
11. There are no poles, wires or lines crossing the property which serve other property.
12. There are no shared driveways or party walls except _____ (if none, state "None").
13. There are no encroachments, overlaps, boundary line disputes or any other matters which would be disclosed by a current survey and inspection of the premises and the undersigned [is] [are] not aware of any disputes with the owners of adjoining property or with utility companies or departments concerning such matters.
14. There are no unpaid taxes, assessments, water and sewer bills, or homeowners association dues.

15. There are no marriage dissolution, probate, conservatorship or guardianship proceedings, tax liens, bankruptcies, pending lawsuits or unsatisfied judgments of record, in any court, State or Federal, against the affiant. Any such matters appearing against similar names are not against the affiant.

Dated this _____

CESH, LLC, a Nebraska limited liability company

BY: _____
Aaron Marshbanks, Managing Member



Title & Escrow

NOTICE OF PRIVACY POLICY of DRI Title & Escrow

DRI Title & Escrow value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures DRI Title & Escrow take to safeguard that information.

Who is Covered

DRI Title & Escrow value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures DRI Title & Escrow take to safeguard that information.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, DRI Title & Escrow do not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. DRI Title & Escrow may share nonpublic personal information as permitted by law with entities with whom DRI Title & Escrow has a joint marketing agreement. Entities with whom DRI Title & Escrow has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as DRI Title & Escrow use to protect this information and to use the information for lawful purposes. DRI Title & Escrow, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

DRI Title & Escrow, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

Initial(s) _____ / _____



Title & Escrow

13057 W Center Rd, Ste 1
Omaha, NE 68144
(402) 932-4670

Options for Paying Closing Funds (FUNDS MUST BE RECEIVED BY THE DISBURSEMENT DATE)

Due to recent reports of attempted fraud involving the hacking of email accounts and the misdirection of wired funds, please phone our office immediately if you receive any deviations from or revisions to the wiring instructions contained herein. We are not liable for any misdirected funds that do not reach our Escrow Bank Account number listed below.

1. Wire

Provide your bank with the following instructions:

Receiving Bank Name: First National Bank
Bank Address: 1620 Dodge St
Omaha, Nebraska 68197
ABA/Routing No.: 104000016
Beneficiary Account No.: 110383701
Beneficiary Account Name: DRI Title & Escrow

Must reference borrower's name

2. Funds for Closing

Funds MUST BE IN THE FORM OF A CASHIER'S CHECK if over \$500.00. If overnighted via UPS or FedEx, please send to the DRI Title & Escrow address above, Attn: CLOSING FUNDS.

NOTE: DRI TITLE & ESCROW DOES NOT ACCEPT ACH TRANSFERS.