



Omaha National Title

CLOSING PROTECTION LETTER/ENDORSEMENT RULES EFFECTIVE AUGUST 1, 2018

The Nebraska Department of Insurance issued a Bulletin on July 10, 2018, requiring title insurers to issue closing protection to an insured if the title insurer issues a commitment or title insurance policy. Thus, title insurance agents are required to issue a Closing Protection Letter or Endorsement (CPL/CPE) with every commitment. **The only exception to this requirement** is if the title insurer does not handle any funds or record any documents.

If Omaha National Title Company does not close the transaction, handle any funds, **or record any documents**, you may remove the invoiced \$25 CPL/CPE fee. In the event you neglect to deduct the \$25.00, it will be refunded.

If you have any questions regarding this matter, please call us at (402)827-9100 or email us at titlehelp@omahanationaltitle.com



Nebraska Recording Fees:

\$10.00 (first page) + \$6.00 (each additional page)

If Omaha National Title is handling your recordings, please add a \$5.00 per document e-recording pass through fee, and make your check payable to Omaha National Title.



File No.: ON-025962

Address: 10211 South 71st Street

Escrow Closer: Your closer for this transaction will be Jennie Deseck.
Her contact information: phone number (402)829-3460 and email jdeseck@omahanationaltitle.com



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment ON-025962

Omaha National Title Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

Issuing Agent:

**Omaha National Title Company
12100 West Center Road, Suite 501
Omaha, NE 68144
402.827.9100**

By:

Authorized Signatory

If this jacket was created electronically, it constitutes an original document.

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.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Omaha National Title Company

Transaction Identification Data for reference only:

Issuing Agent: Omaha National Title Company

ALTA ® Universal ID: 1003073

Property Address: 10211 South 71st Street

Commitment No.: ON-025962

Revision No.:

SCHEDULE A

1. Commitment Date: February 6, 2019 at 08:00 AM.

2. Policy to be issued:

(a) ALTA 2006 Owners Policy

Proposed Policy Amount: \$1,000.00

Premium: \$100.00

Proposed Insured: New World Group LLC, a Nebraska limited liability company

(b) ALTA Loan Policy

Proposed Policy Amount: \$

Premium: \$

Proposed Insured:

(c) Endorsements

Closing Protection Endorsement

\$25.00

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:

OBF1 Properties, LLC, a Nebraska limited liability company

5. The Land is described as follows:

SEE ATTACHED SCHEDULE C

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

Commitment No.: ON-025962

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.
5. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of OBF Properties, LLC, a Nebraska limited liability company with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
6. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of New World Group LLC, a Nebraska limited liability company with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
7. Warranty Deed from OBF Properties, LLC, a Nebraska limited liability company, executed in compliance with its organizational documents to New World Group LLC, a Nebraska limited liability company.
8. Execution of Owner's Lien Affidavit by OBF Properties, LLC, a Nebraska limited liability company.
 - a) All taxes, charges and assessments must be paid current to the date of closing.
 - b) Omaha National Title requires an update of the records prior to closing and disbursement of funds.

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SCHEDULE B, PART II

Commitment No.: ON-025962

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 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. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgage, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final policy.
8. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
9. The lien of the General Taxes for the year 2018, and thereafter.

Special Exceptions (special exceptions include any defects disclosed by a search of the title to this property for which no coverage is provided):

10. Taxes and assessments not yet due or payable and special assessments not yet certified to the County Treasurer's Office.

Key No.: 011 591 371

Taxed As: Lot 4, West Cornhusker Plaza South

County taxes for the year 2018 in the amount of \$5,242.02, first installment is unpaid and will be delinquent April 1, 2019, second installment is unpaid and will be delinquent August 1, 2019.

11. This land lies within the boundaries of Sanitary and Improvement District No. 288. Please contact the Clerk of the Sanitary and Improvement District as Special Assessments may be assessed, but not certified to in the Office of the Treasurer of said county.

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SCHEDULE B, PART II

Commitment No.: ON-025962

Exceptions (Continued)

12. Easements and any indicated building setback lines as shown on plat and as set forth in the Dedication of the Final Plat of West Cornhusker Plaza South, filed July 2, 2008, at Instrument No. 2008-18886, of the Records of Sarpy County, Nebraska.
13. Declaration of Covenants, Conditions, Restrictions, and Easements, and the terms and provisions thereof, dated October 10, 2008, filed October 10, 2008, at Instrument No. 2008-28323, of the Records of Sarpy County, Nebraska.
14. Assessments from the West Cornhusker Plaza Merchants Association, as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements, filed October 10, 2008, at Instrument No. 2008-28323, of the Records of Sarpy County, Nebraska.
15. Mixed Use Development Agreement, and the terms and provisions thereof, dated June 17, 2008, filed October 14, 2008, at Instrument No. 2008-28396, of the Records of Sarpy County, Nebraska.
16. Subdivision Agreement, and the terms and provisions thereof, dated June 17, 2008, filed October 14, 2008, at Instrument No. 2008-28395, of the Records of Sarpy County, Nebraska.
17. Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and the terms and provisions thereof, dated December 31, 2008, filed January 29, 2009, at Instrument No. 2009-02181, of the Records of Sarpy County, Nebraska.

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SCHEDULE C
LEGAL DESCRIPTION

Commitment No.: ON-025962

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

Lot 4, West Cornhusker Plaza South, a subdivision in Sarpy County, Nebraska.

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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;
- (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.
- (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.

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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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Omaha National Title Company

12100 West Center Road Suite 501
Omaha, NE 68144

Privacy Policy

Omaha National Title Company understands how important the privacy and security of your personal and financial information is to you. It is a top priority of ours to provide safeguards concerning all sensitive non-public personal and financial information that has been entrusted to us. Therefore, we maintain standards and procedures designed to prevent the misuse and/or sharing of this information. We collect nonpublic personal and financial information about you from a variety of sources including, but not limited to, the following:

- Information we receive from you or others (lenders/banks, real estate brokers, attorneys, etc.) as found on various applications, letters, emails, forms, or other documents. This information can be written or verbal in nature.
- Information concerning your transaction with us or others.
- Information we receive from various third parties, such as a consumer reporting agency.

We do not disclose nonpublic personal or financial information about you to anyone, except as permitted by law or with your permission.

Omaha National Title Company has no affiliated business relationships or affiliated companies. Any information we request, whether public, nonpublic, financial, or otherwise is for our legitimate business purpose of providing products or services to you.

Omaha National Title Company restricts access concerning nonpublic personal and financial information about you only to those employees who must know so they can provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to safeguard your nonpublic personal and financial information.

Further, even after our business relationship ceases, we will adhere to this Privacy Policy as outlined above.

If you have any questions regarding the safeguarding of your information or this Privacy Policy, please contact us at (402)827-9100.



Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidential and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Omaha National Title Company

12100 West Center Road Suite 501
Omaha, NE 68144
(402)827-9100

**WE HIGHLY RECOMMEND CONTACTING OUR
OFFICE VIA PHONE AND VERIFY THESE WIRING
INSTRUCTIONS PRIOR TO SENDING A WIRE.**

WIRE INSTRUCTIONS

To: Core Bank
12100 West Center Road
Omaha, NE 68144

ABA/ROUTING # 104 001 808

CREDIT TO: Omaha National Title Company
12100 West Center Road
Suite 501
Omaha, NE 68144

ACCOUNT# 0801013093

PLEASE REFERENCE NAME AND FILE NUMBER ON-025962

**PLEASE NOTE:
WE DO NOT ACCEPT ACH DEPOSITS**

INVOICE

Remit Payment To:
Omaha National Title Company
12100 West Center Road Suite 501
Omaha, NE 68144
(402)827-9100

Invoice Date: February 5, 2019
Please Pay Before: March 5, 2019
Our File Number: ON-025962
Your Reference Number: New World Group LLC

Billed To:
Omaha National Title - Jennie

Property: 10211 South 71st Street

DESCRIPTION	AMOUNT
Policy premium for Owner's(\$1,000.00)	100.00
Closing Protection Endorsement	25.00
<hr/>	
Invoice Total	\$ 125.00
Less Payment(s) Received	
Balance Due	\$ 125.00
