



**Title &  
Escrow**

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

**13057 W Center Rd, Ste 1  
Omaha, NE 68144  
Phone: (866) 932-4670  
Fax: (866) 802-8860  
[www.drititle.com](http://www.drititle.com)**

**Thank you for your business!**

# Invoice

Remit payment to:

---

**Billed to:**

**Invoice number:**  
**Invoice date:**  
**Please pay before:**  
**Our file number:**

**Property:**  
3706 N 90 St  
Omaha, NE 68134  
Douglas County

**Brief legal:** PTL Lot 5 & 6, ALL Lot 7, Blk 4,  
Palomino Hills

---

**DESCRIPTION**

**AMOUNT**

---

**Subtotal:**  
**Invoice total:**  
**Less payments received:**  
**Balance due:**



**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
CHICAGO 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 EXTRACONTRACTUAL 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, Chicago Title Insurance Company, a(n) 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**CHICAGO TITLE INSURANCE COMPANY**

By:

*[Handwritten Signature]*  
ATTEST President  
*[Handwritten Signature]* Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27  
ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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.



## 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 countersignature 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

Copyright 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.



- (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 – Intentionally Deleted**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

Copyright 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





**Transaction Identification Data for reference only:**

Issuing Agent: DRI Title & Escrow

Commitment No.: 1639843

**SCHEDULE A**

1. Commitment Date: October 7, 2020 at 8:00 A.M.

2. Policy to be issued:

		Amount	Premium
(a) Owner's Policy	(ALTA Owners Policy (06/17/06))	\$0.00	\$0.00
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))	\$0.00	\$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:

Joseph Polack and First National Bank of Omaha, as Personal Representative of the Estate of August Ross, deceased

5. The Land is described as follows:

Lot 7 and that part of Lots 6 and 5, Block 4, Palomino Hills, an Addition to the City of Omaha, in Douglas County, Nebraska more particularly described as follows:

Beginning at the Northwest corner of said Lot 7, thence Easterly along the North line of said Lot 7, (the South line of Manderson Street) extended, for 248.52 feet to the Easterly line of said Lot 5; thence Southerly along the Easterly line of said Lots 5 and 6; (the Westerly line of 90th Street) along a curve to the left for an arc distance of 151.20 feet to the Southeasterly corner of said Lot 6; thence Westerly along the South line of Lots 6 and 7 for 230.0 feet (229.73 feet actual) to the Southwest corner of said Lot 7; thence Northerly along the West line of said Lot 7 for 150.00 feet (149.90 feet actual) to the point of beginning.

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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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.





# CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 1639843

BY:

\_\_\_\_\_  
Troy Podraza, Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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 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) Personal Representatives Deed by First National Bank of Omaha, as Personal Representative of the Estate of August Ross, deceased, to Joseph Polack, stating marital status.
  - b) Warranty Deed executed by Joseph Polack and spouse, if any, to Purchaser with contractual rights under a purchaser agreement with the vested owner identified.
  - c) Mortgage/Deed of Trust executed by Purchaser with contractual rights under a purchaser agreement with the vested owner identified, to the Proposed Insured.
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. 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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.







## 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. 2019 Taxes total \$12,473.50, PAID IN FULL. (Key No. 3537 1394 19) Assessed as 3706 N 90 St, Omaha, NE 68134.
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. Easements contained in the Plat and Dedication of Palomino Hills, filed May 3, 1961, in Book 1115, Page 400.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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.





# CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 1639843

10. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: "Declaration of Protective Covenants", filed on November 14, 1962, in Book 389, Page 475.;  
Agreement Modifying Protective Covenants, filed November 17, 1964, in Book 419, Page 505.;  
Agreement Modifying Protective Covenants, filed November 24, 1964, in Book 419, Page 703.;  
Agreement Modifying Protective Covenants, filed April 20, 1970, in Book 488, Page 469.
11. Terms and Provisions of Agreement filed November 18, 1989, Book 869, Page 68.  
Extension Agreement filed July 22, 2008, Document No. 2008072455.
12. Terms and Provisions of Agreement filed October 31, 1991, Book 983, Page 569.
13. No Certification is made as to special assessments except those certified to the Office of the County Treasurer.
14. CHAIN OF TITLE:  
  
Warranty Deed, dated 10/10/1985, filed 10/10/1985, Book 1765, Page 710, executed by 3706 North 90th Co., a Nebraska general partnership, as Grantor(s), in favor of Joseph Polack and August Ross, tenants in common, 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639843

**Copyright 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.





**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.



# Title & Escrow

13057 W Center Rd, Suite 1  
Omaha, NE 68144  
Phone: (866) 932-4670  
Fax: (866) 326-3484

## 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. Direct Deposit

---

Visit any First National Bank branch location, and request your funds to be deposited into DRI Title & Escrow's account # 110383701. Deposit slip must be faxed to 866-750-7286 and include borrower's name.

NOTE: Must be a certified check or a transfer from an account at the financial institution mentioned below.

### 2. 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\*

### 3. Bring Funds to 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: .

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