



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

Issuing Agent: Miller Abstract & Title Co.
Issuing Office: 401 E. 4th St., Ste 102, PO Box 107, Minden, NE 68959
Issuing Office's ALTA® Registry ID: 0043422
Loan ID No.:
Commitment No.: MIL-26115-1
Issuing Office File No.: MIL-26115
Property Address: NE1/4 SE1/4, E1/2 W1/2, PT NE1/4; PT E1/2 NW1/4 1-1-13, Franklin, NE 68939

SCHEDULE A

1. Commitment Date: February 26, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: PRELIM COMMITMENT
Proposed Amount of Insurance: \$0.00 Premium: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021)
Proposed Insured: PRELIM COMMITMENT
Proposed Amount of Insurance: \$0.00 Premium: \$0.00
The estate or interest to be insured: Fee Simple
 - c. Endorsements to be issued:
 - CPL - \$25.00
 - CLTA Endorsement 100-06 (Restrictions, Encroachments & Minerals) - \$25.00
 - ALTA Endorsement 8.1 (Environmental Protection Lien) - \$10.00
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:

John F Davis and Carman L Davis, husband and wife, as joint tenants and not as tenants in common
5. The Land is described as follows:

SEE EXHIBIT C ATTACHED HERETO

Miller Abstract & Title Co.

Authorized Signature or Signatory

This page is only a part of a 2021 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; and 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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File No.: MIL-26115

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Franklin, State of Nebraska and is described as follows:

TRACT 1: The Northeast Quarter (NE1/4) of Section One (1), Township One (1) North, Range Thirteen (13) West of the 6th P.M., Franklin County, Nebraska, except a strip of land 100 feet wide for railroad right-of-way AND the Southeast Quarter of Section One (1), Township One (1) North, Range Thirteen (13) West of the 6th P.M., Franklin County, Nebraska

TRACT 2: The East Half of the Northwest Quarter (E1/2NW1/4) and the East Half of the Southwest Quarter (E1/2SW1/4) of Section One (1), Township One (1) North, Range Thirteen (13) West of the 6th P.M., Franklin County, Nebraska EXCEPT railroad right-of-way, and EXCEPT tracts taken by the United States of America in Declaration of Taking at Book 12, Page 505, and EXCEPT tract deeded to the State of Nebraska at Book 105, Page 348, records in the office of the County Clerk, Franklin County, Nebraska, SUBJECT to easements granted to the USA for irrigation canals, laterals and subsurface drains, and SUBJECT to power line easements to Franklin County Rural Public Power District

TRACT 3: Two Tracts of land lying in a part of S1/2NW1/4 of Section 1, Township 1 North, Range 13 West of the 6th P.M., Beginning at Point A, which point bears N 71°17'14" E a distance of 1373.4 feet from the West Quarter corner of said Section 1 and proceeding thence N 01°12'15" W 100.0 feet to point B; thence N 88°55'00" E 1312.1 feet to point C; thence S 03°26'45" E 100.1 feet to point D; thence S 88°55'00" W 1316.0 feet to point of beginning



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. Warranty Deed from John F Davis and Carman L Davis, to FUTURE BUYER, covering insured land.
6. Lien Guaranty executed by John F Davis and Carman L Davis. (Form provided by Title Company.)

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SCHEDULE B, PART II - EXCEPTIONS

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.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of parties in possession not shown by the Public Records.
4. Any encroachments, 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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. The lien of the General Taxes for the year 2025, and thereafter.
9. Taxes - ID # 213000.00, 2025 taxes in the amount of \$7,274.60, paid in full. Taxes for the year 2024 and prior years are paid in full. Assessed Value of subject land according to the records of the County Assessor for the 2025 tax year: Total: \$837,320.00 "Please Note - Taxes for the year 2025 were \$10,427.14, before the Tax Credit.
10. Taxes - ID # 2130006.00, 2025 taxes in the amount of \$3,146.16, paid in full. Taxes for the year 2024 and prior years are paid in full. Assessed Value of subject land according to the records of the County Assessor for the 2025 tax year: Total: \$362,250.00 "Please Note - Taxes for the year 2025 were \$4,511.10, before the Tax Credit.
11. Taxes - ID # 2130003.01, 2025 taxes in the amount of \$91.46, paid in full. Taxes for the year 2024 and prior years are paid in full. Assessed Value of subject land according to the records of the County Assessor for the 2025 tax year: Total: \$10,530.00 "Please Note - Taxes for the year 2025 were \$131.14, before the Tax Credit.

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SCHEDULE B, PART II

(Continued)

12. TRACT 1: Terms and Conditions of Right of Way in Book 4, Page 166.
13. TRACT 1: Terms and Conditions of Right-of-Way Easement recorded on 05/12/1955 in Book 12, Page 444.
14. TRACT 1 & 3: Terms and Conditions of Donation Grant of Easement recorded on 03/02/1970 in Book 16, Page 419.
15. TRACT 1 & 3: Terms and Conditions of Easement recorded on 09/28/1977 in Book 105, Page 173.
16. TRACT 2: Terms and Conditions of Contract and Grant of Easement recorded on 12/30/1954 in Book 70, Page 517.
17. TRACT 2: Terms and Conditions of Donation Grant of Easement recorded on 03/10/1971 in Book 16, Page 438.

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