


ALTA Commitment for Title Insurance

	<p>Issued By Old Republic National Title Insurance Company</p> <p>NOTICE</p>
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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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Countersigned
Nebraska Title Company

By 

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

By  *President*
 Attest  *Secretary*

ORT Form 4690
 ALTA Commitment for Title Insurance 8-1-16

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company
629 Court Street, Beatrice, Nebraska 68310
402-228-2233

Transaction Identification Data for reference only.

Title Officer:	Dianne Zimmerman	Title No.:	0330751
Escrow Officer:		Revision No.:	
Property Address:	, Cortland NE,	Customer File No.:	

SCHEDULE A

1. Commitment Date: **October 19, 2022, at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4**
 Proposed Policy Amount: **\$5,000.00**
 Premium Amount: **\$150.00**
 - (b) 2006 ALTA® Loan Policy

Proposed Insured:
 Proposed Policy Amount:
 Premium Amount: **\$0.00**
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:

[Laura Ann Donovan, John Andrew Cade, and Maria Lynn Gough](#)
5. The Land is described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

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EXHIBIT "A"

The land referred to herein is described as follows:

All of the South Half of the Southeast Quarter (S1/2 SE1/4) of Section Eleven (11), Township Six (6) North, Range Six (6) East of the Sixth Principal Meridian, Gage County, Nebraska, EXCEPT former [Railway right of way](#) AND EXCEPT public roads, AND EXCEPT that part conveyed to The State of Nebraska in [Book 136, Page 308](#) and in [Book 204, Page 430](#) and to State of Nebraska, Department of Roads in [Book 240, Page 203](#), AND EXCEPT that part conveyed to The Village of Cortland, Nebraska in [Book 227, Page 530](#) and more particularly described as:

A tract of land located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Eleven (11), Township Six (6) North, Range Six (6) East of the Sixth Principal Meridian, Gage County, Nebraska, more particularly described as follows; Commencing at the Southeast Corner of the Southeast Quarter (1/4) of said Section Eleven (11); thence Westerly along the South Line of the Southeast Quarter (1/4) of said Section Eleven (11) a distance of Two Thousand Thirty-four (2,034) feet to the point of beginning; thence Northeasterly along a line bearing One Hundred Twenty-one (121) Degrees Thirty (30) Minutes right from the last described course a distance of Two Hundred Thirty (230) feet to a point; thence Easterly along a line bearing Fifty-eight (58) Degrees Thirty (30) Minutes right from the last described course a distance of Forty (40) feet to a point; thence Northerly along a line bearing Ninety (90) Degrees left from the last described course a distance of Eighty-six and Eighty-five Hundredths (86.85) feet to a point; thence Easterly along a line bearing Ninety (90) Degrees right from the last described course a distance of Three Hundred Seventy and Sixty-three Hundredths (370.63) feet to a point; thence Northeasterly along a line bearing Eighty (80) Degrees Thirty-nine (39) Minutes Twenty-four (24) Seconds left from the last described course a distance of Three Hundred Eighty-six and Forty-six Hundredths (386.46) feet to a point; thence Northwesterly along a line bearing Fourteen (14) Degrees Fifty (50) Minutes Thirty-six (36) Seconds left from the last described course a distance of Six Hundred Fifty-nine and Thirty-nine Hundredths (659.39) feet more or less to a point on the North Line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section Eleven (11); thence Westerly along the North Line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section Eleven (11) a distance of Five Hundred Ninety-four and Thirty-five Hundredths (594.35) feet to a point; thence Southerly along a line perpendicular with the South line of the Southeast Quarter (1/4) of said Section Eleven (11) a distance of Two Hundred Sixty-eight and Thirty-seven Hundredths (268.37) feet more or less to a point; thence Southeasterly along a line bearing Forty-nine (49) Degrees Thirty (30) Minutes left from the last described course a distance of Two Hundred Seventy-six and Seventeen Hundredths (276.17) feet to a point; thence Southerly along a line bearing Forty-nine (49) Degrees Thirty (30) Minutes right from the last described course a distance of Five Hundred Seventy-four and Fifty-nine Hundredths (574.59) feet to a point; thence Southwesterly along a line bearing Twenty-one (21) Degrees Fifty-eight (58) Minutes Twenty-one (21) Seconds right from the last described course a distance of Sixty-six and Twenty Hundredths (66.20) feet to a point; thence Southwesterly along a line bearing Nine (9) Degrees Thirty-one (31) Minutes Thirty-nine (39) Seconds right from the last described course a distance of Two Hundred Seventy-six and Ninety-one Hundredths (276.91) feet to a point on the South line of the Southeast Quarter (1/4) of said Section Eleven (11); thence Easterly along the South line of the Southeast Quarter (1/4) of said Section Eleven (11) said line bearing One Hundred Twenty-one (121) Degrees Thirty (30) Minutes left from the last described course a distance of Twenty-three and Forty-six Hundredths (23.46) feet more or less to the point of beginning.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

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Please note:

We submit the following for informational purposes only:

RECORDING FEES: Effective January 1, 2013 recording fees charged by the Register of Deeds in all counties in Nebraska are as follows: \$10.00 for the first page, \$6.00 for all subsequent pages. In addition, Nebraska Title Company will begin e-recording of title documents in those counties where available in an effort to provide prompt recording services. An additional fee of \$5.00 per document will be charged for all documents that are e-recorded.

RECORDED DOCUMENTS must have a 3-inch margin at the top of the first page and a one-inch margin on the remaining sides; and a one-inch margin on all sides of each subsequent page.

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Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

629 Court Street, Beatrice, Nebraska 68310

402-228-2233

SCHEDULE B 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.

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 designation for a Proposed Insured, acceptable to the Company. 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.

5. **Warranty Deed from Laura Ann Donovan, John Andrew Cade, and Maria Lynn Gough, and spouses, if married and stating marital status, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4.**
6. **Fully executed Commercial Affidavit and Indemnification to be provided title company.**

INFORMATIONAL NOTE:

The Land may be subject to a tax credit under the Nebraska Property Tax Credit Act, Nebraska Rev. St. 77-4209 to 77-4212. If we are requested to provide settlement services and it is the intent of the parties to use a basis for tax proration adjustment or for reimbursement that is other than as set forth in the real estate contract between seller and buyer, we must be furnished mutual written instructions prior to the date of settlement. We will assume no liability or responsibility for readjustment of tax prorations or for reimbursements after the date of settlement.

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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.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) 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.

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Special Exceptions

General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

3. Parcel ID Number [002612000](#):
 - 2020 General Real Estate Taxes, - Paid.
 - 2021 General Real Estate Taxes, \$2,786.14 - Paid.
 - 2021 Taxes due and payable December 31, 2021; First Half Delinquent May 1, 2022; Second Half Delinquent September 1, 2022.
4. Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.
5. Unpaid Water Bills, if any.
6. Rights of the public, the United States of America, the State of Nebraska and/or Gage County in and to any portion of land taken or used for highways, roads, streets or alleys whether by easement or fee title.
7. Rights or claims of tenants under unrecorded leases, if any, as tenants only.
8. Terms and conditions in Oil and Gas Lease to O.T. Ross--Floyd E. Leavitt & John O. Sheldahl, dated November 13, 1940, recorded December 11, 1940 in [Book T, Page 47](#); records of Gage County, Nebraska.
9. Easement evidenced by Assignment executed by Capitol Telephone Company to the Lincoln Telephone and Telegraph Company dated June 6, 1972, recorded August 17, 1972 in [Book 49, Page 466](#); records of Gage County, Nebraska.

Note: Original Easement not filed of record.
10. Terms and conditions of Temporary Easement to The Village of Cortland, Nebraska, a Municipal Corporation dated April 4, 1985, recorded April 23 1985 in [Book 65, Page 821](#); records of Gage County, Nebraska.
11. Terms and conditions, including limitations of ingress and egress, disclosed in Deed to State of Nebraska, Department of Roads, recorded July 30, 1993 in [Book 240, Page 203](#); records of Gage County, Nebraska.

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GENERAL NOTES

COPIES TO:

Midwest Land & Home - Jeff Dankenbring
Smith Schafer Davis LLC - Amy M. Christen

DIRECT TITLE INQUIRIES TO: Dianne Zimmerman at 402-228-2233 or dzimmerman@nebtittleco.com

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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.
- (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.

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- (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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PRIVACY POLICY



**NEBRASKA
TITLE
COMPANY**

629 Court Street
Beatrice, NE 68310
402-228-2233

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 us. Therefore, 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.

Type of Information

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

- * Information we receive from you on application, 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.

Confidentiality 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 that 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South
Minneapolis, Minnesota 55401-2499
(612) 371-1111
(800) 328-4441
oldrepublictitle.com

To: Proposed Insured(s)
Re: Insured Closing Service

Dear Sir and/or Madam:

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.

2. This Company will not be liable for loss arising out of:

- a) Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
- b) Loss or impairment of your funds in the course of collection or while on deposit with a bank for disbursement due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
- c) The refusal of any governmental agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written closing instructions;
- d) Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
- e) Actions taken by the Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b);

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company

5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota, 55401. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 90 days hereafter send written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY