

SCHEDULE OF ANNUAL PAYMENTS

PREPARED BY:

NESTOR & MERCURE
Attorneys at Law
4th & Broadway, Tecumseh, Nebraska 68450

BORROWER: Ralph G. Pietzyk
RR 1 Box 61
Burr
Nebraska
68324-

DATE OF LOAN: APRIL 1, 1996
TOTAL LOAN AMOUNT: \$170,000.00
ANNUAL INTEREST RATE: 6.5 %
INTEREST COMPUTED ON: 365 DAY YEAR
AMORTIZATION TERM: 20 YEARS
INITIAL ANNUAL PAYMENT: \$18,975.00
MONTHLY DUE DATE: 1st
FINAL PAYMENT DATE: APR 1, 2016
TERM BEFORE BALLOON PYMT: N/A
PYMT TYPE: DECREASING PAYMENTS

LENDER: Jerry & Michelle Pietzyk
10205 Rokeby Road
Lincoln
Nebraska
68526-

PYMT.DUE DATE MONTH/DAY/YEAR	PYMT No.	PRINCIPAL	INTEREST	TOTAL PAYMENT	UNPAID BALANCE AFTER PAYMENT
Loan Amount	X	X	X	X	\$170,000.00
Downpayment	X	5,000.00	X	5,000.00	165,000.00
TOTALS FOR 1996		5,000.00	0.00	5,000.00	
APR 1, 1997	1	8,250.00	10,725.00	18,975.00	156,750.00
APR 1, 1998	2	8,250.00	10,188.75	18,438.75	148,500.00
APR 1, 1999	3	8,250.00	9,652.50	17,902.50	140,250.00
APR 1, 2000	4	8,250.00	9,116.25	17,366.25	132,000.00
APR 1, 2001	5	8,250.00	8,580.00	16,830.00	123,750.00
APR 1, 2002	6	8,250.00	8,043.75	16,293.75	115,500.00
APR 1, 2003	7	8,250.00	7,507.50	15,757.50	107,250.00
APR 1, 2004	8	8,250.00	6,971.25	15,221.25	99,000.00
APR 1, 2005	9	8,250.00	6,435.00	14,685.00	90,750.00
APR 1, 2006	10	8,250.00	5,898.75	14,148.75	82,500.00
APR 1, 2007	11	8,250.00	5,362.50	13,612.50	74,250.00
APR 1, 2008	12	8,250.00	4,826.25	13,076.25	66,000.00
APR 1, 2009	13	8,250.00	4,290.00	12,540.00	57,750.00
APR 1, 2010	14	8,250.00	3,753.75	12,003.75	49,500.00
APR 1, 2011	15	8,250.00	3,217.50	11,467.50	41,250.00
APR 1, 2012	16	8,250.00	2,681.25	10,931.25	33,000.00
APR 1, 2013	17	8,250.00	2,145.00	10,395.00	24,750.00
APR 1, 2014	18	8,250.00	1,608.75	9,858.75	16,500.00
APR 1, 2015	19	8,250.00	1,072.50	9,322.50	8,250.00
APR 1, 2016	20	8,250.00	536.25	8,786.25	0.00
GRAND TOTALS		170,000.00	112,612.50	282,612.50	

NESTOR & MERCURE
Attorneys at Law
4th & Broadway, Tecumseh, Nebraska 68450

ATTACHMENT TO
REAL ESTATE INSTALLMENT SALE AGREEMENT
DATED APRIL 1, 1996, BY AND BETWEEN
RALPH G. PIETZYK, SELLER, AND
JERRY A. PIETZYK AND MICHELLE D. PIETZYK, BUYERS

Payable to the Order of
the Nebraska Investment Finance Authority

Dated: April 1, 1996.

Ralph G. Pietzyk
Ralph G. Pietzyk, Seller.

COPY

REAL ESTATE
INSTALLMENT SALE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, 1996, by and between RALPH G. PIETZYK, a widower, of RR 1, Box 61, Burr, Nebraska 68324, hereinafter referred to as the Seller, and JERRY A. PIETZYK and MICHELLE D. PIETZYK, husband and wife, as joint tenants and not as tenants in common, of 10205 Rokeby Road, Lincoln, Nebraska 68526, hereinafter referred to as the Buyers.

WITNESSETH THAT:

1. DESCRIPTION OF REAL PROPERTY. That Seller agrees to sell and convey to the Buyers and Buyers agree to purchase and accept from the Seller the following described real property situated in Otoe County, Nebraska, to-wit:

The West Half of the Southwest Quarter (W 1/2 SW 1/4), of Section Twenty-Six (26), Township Seven (7), North, Range Ten (10), East of the 6th P.M., in Otoe County, Nebraska,

and

The Northwest Quarter (NW 1/4) of Section Twenty-Six (26), Township Seven (7), North, Range Ten (10), East of the 6th P.M., in Otoe County, Nebraska,

and

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), of Section Twenty-Seven (27), Township Seven (7), North, Range Ten (10), East of the 6th P.M., in Otoe County, Nebraska,

together with all appurtenances relating thereto and improvements located thereon and subject to all easements, covenants, and restrictions of record.

2. PURCHASE PRICE. The purchase price for the real property being sold hereunder by the Seller and purchased by the Buyers hereunder is the sum of ONE HUNDRED SEVENTY THOUSAND AND NO/100THS DOLLARS (\$170,000.00), which purchase price the Buyers agree to pay as follows:

- A. FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) shall be paid by the Buyers upon the execution of this Agreement and the receipt of which is hereby acknowledged by the Seller.

- B. The balance of the purchase price being ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$165,000.00), shall be payable by the Buyers to the Seller in twenty (20) consecutive equal annual installments of EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$8,250.00) each, the first such installment being due and payable on the 1st day of April, 1997, with said consecutive annual installments being due and payable on the 1st day of April every year thereafter until the entire purchase price has been paid in full.

The Buyers further agree to pay annually on the same dates as specified above for principal payments interest on the unpaid principal balance at a rate of six and one-half percent (6 1/2%) per annum, with said interest to commence accrual as of the 1st day of April, 1996.

All installments of principal and interest due and payable under this subparagraph (B) shall be due and payable as provided above and as set forth in the Amortization Schedule attached hereto and incorporated herein by this reference.

All installments of principal and interest due under this subparagraph (B) shall be paid by the Buyers directly to the Seller at the address of the Seller specified herein or at such other address as the Seller may provide notice of in writing.

3. PREPAYMENT PRIVILEGE. The Buyers may prepay any installments of principal or interest due the Seller under this Installment Sale Agreement during the lifetime of the Seller only upon receiving the prior written consent of the Seller to such prepayment.

4. DELINQUENT INSTALLMENTS. Should the Buyers fail to make any installment of principal or interest due hereunder or should payment of such installment be postponed as provided herein, then the amount of such installment shall bear interest at the rate of ten percent (10%) per annum during such period of delinquency.

5. CLOSING DATE. The date of closing this Agreement shall be the 1st day of April, 1996, unless extended as hereafter provided.

6. POSSESSION DATE. The Buyers shall be entitled to possession of the real estate being sold hereunder on April 1, 1996, subject to the right of the Seller to continue to reside on said premises during the lifetime of the Seller.

7. SELLER'S RIGHT TO RESIDE ON PREMISES. The parties hereto mutually agree that the Seller shall have the right and privilege to reside on the premises being sold to the Buyers following such sale during the lifetime of the Seller, and the Seller shall not be obligated to pay any rent to Buyers during Seller's occupancy on said premises.

8. ALLOCATION OF PURCHASE PRICE. The parties hereto mutually agree that of the total purchase price of \$170,000.00 being paid by the Buyers hereunder the same is allocated among assets being purchased by the Buyers as follows, to-wit:

<u>Asset</u>	<u>Value</u>
(a) 6,500 bushel grain bin	6,500.00
(b) 32' x 60' implement shed	3,000.00
(c) 14' x 70' Shangrolai Mobile home	2,000.00
(d) Real Estate	<u>158,500.00</u>
Total	\$170,000.00

and such values shall be utilized by the parties hereto in reporting such sale to the Internal Revenue Service.

9. IMPOSITION OF OTHER LIENS PROHIBITED. The Buyers agree not to permit any other liens, mortgages, or other encumbrances to be imposed upon the subject real estate during the term of this Agreement, without obtaining prior written consent of the Seller, and such consent shall be in the absolute discretion of the Seller, and should any other liens be so imposed, the imposition shall constitute a default under this Agreement on the part of the Buyers.

10. ABSTRACT OF TITLE. The Seller agrees to furnish an abstract of title to the above-described real estate certified to a date not later than March 20, 1996, showing marketable title to be in the Seller.

Within ten (10) days of Buyers' receipt of said abstract, the Buyers shall notify the Seller, in writing, of all title defects, if any, and the Seller shall have a reasonable time to cure such defects in title. Buyers' failure to so notify Seller of any defects in title shall be deemed a waiver of any such defects.

It is agreed and understood that in the event such defects in title cannot be cured within a reasonable time of such notice of defect, any money paid to the Seller by the Buyers is to be refunded to the Buyers and each parties' rights and responsibilities arising by virtue of this Agreement shall terminate and this Agreement shall be null and void. It is further understood and agreed that the term "marketable title" should be construed and determined in light of the Nebraska Title Examination standards promulgated in January, 1976, by the Nebraska State Bar Association, and any amendments thereto, and the Revised Reissue Statutes of Nebraska, 1943, as amended.

11. MEANS OF CONVEYANCE. The Seller agrees to convey the real property being sold hereunder by Joint Tenancy Warranty Deed to the Buyers free and clear of any liens or encumbrances except easements, covenants, and restrictions of record.

The Seller further agrees that on or before the date of closing, he shall, at the Seller's own cost and expense, execute said Joint Tenancy Warranty Deed and deliver the same together with the abstract of title to the subject real estate to the escrow agent hereinafter designated, to be held in escrow during the term of this Agreement, with the same to be delivered to the Buyers upon the completion of payment of the full purchase price by the Buyers as well as complete fulfillment of all other obligations hereunder by the Buyers.

12. TAXES. The Seller shall pay all real estate taxes, special assessments and personal property taxes on the property being sold hereunder for 1995 and all prior years. The Buyers shall pay all of the real estate taxes, special assessments and personal property taxes on the property being sold hereunder for 1996 and all subsequent years.

13. SOLD WITHOUT SURVEY BEING REQUIRED. The real property described herein is expressly sold without the requirement of a survey and the description thereof and the deed are not warranted as to any facts which an accurate survey might reveal and the Buyers hereby assume responsibility for any such survey and hereby acknowledge notice of any such facts which an accurate survey might reveal.

14. CONDITION OF PREMISES. It is mutually agreed and understood between the parties hereto that the subject premises and real property have been inspected by the Buyers; that the same are being purchased "as is" by the Buyers solely in reliance upon such inspection; and that there are no representations or warranties being made by the Seller to the Buyers hereunder in connection with the fitness of such residence and premises or use to which the same will be applied by the Buyers.

15. ASSUMPTION OF LIABILITY. The Buyers shall indemnify and hold harmless the Seller from any and all demands, loss or liability resulting from injury to or death of any person or persons, or injury to the property of another person, occurring after April 1, 1996, and resulting from the condition of such property or the conduct of the Buyers with respect thereto.

16. ESCROW AGENT. The parties hereto hereby designate Farmers Bank of Cook, Cook, Nebraska 68329, as Escrow Agent hereunder and the parties agree that any fee charged by the Escrow Agent shall be borne equally between the Seller and the Buyers.

The Escrow Agent shall acknowledge receipt of the Joint Tenancy Warranty Deed, abstract of title, and a copy of this Agreement as the same are received. Said documents shall be held by the Escrow Agent and shall be delivered to the Buyers at such time as the Buyers shall have paid the entire purchase price and shall have delivered to the Escrow Agent a good and sufficient release signed by the Seller or his agent or legal representative, releasing said documents and stating that this Agreement has been fully paid.

The Escrow Agent shall be obligated to exercise good faith and reasonable care and diligence in the performance of its duties under the terms of this Agreement. Seller and Buyers, jointly and severally promise to pay promptly and to indemnify and hold harmless the Escrow Agent from and against all costs, damages, attorney's fees, expenses, or liabilities which the Escrow Agent may incur or sustain in connection with its obligations hereunder or in connection with any court action arising out of this Agreement, provided, however, that such costs, damages, attorney's fees, expenses, and liabilities are not caused by the failure of the Escrow Agent to exercise good faith and reasonable care and diligence in the performance of its duties, in which event no obligation shall be imposed upon the Seller and Buyers.

17. TIME IS OF THE ESSENCE. The parties hereto agree that in the event that the Buyers refuse or fail to pay any taxes or assessments as provided in this Agreement, the Seller may pay, but shall not be obligated, said taxes or assessments and the amounts so paid shall be due and payable by the Buyers to the Seller without notice or demand and shall bear interest at ten percent (10%) per annum from the date of said payment.

The parties hereto further agree that if the Buyers fail or refuse to pay any amount due under the terms of this Agreement on the date the same became due or fail to perform any of the other covenants or conditions of this Agreement, the entire principal sum and accrued interest due under this Agreement, together with any advanced by the Seller as provided herein, shall become due

and payable, in the event the Seller has provided written notice to the Buyers of default by the Buyers and the Buyers fail to cure said default within thirty (30) days after the date of said written notice. Thereafter, the Seller, may then, by appropriate action, proceed to obtain relief using any remedy provided in law or in equity. Failure of the Seller to exercise any remedy at the time of any default shall not operate as a waiver of the right of the Seller to exercise such remedy for the same or any subsequent default at any time thereafter.

18. DOCUMENTARY STAMP TAX. If at any time the Joint Tenancy Warranty Deed required hereunder is delivered to the Buyers there shall be an excise tax or revenue stamps due, the Seller shall pay the same in a maximum amount of TWO HUNDRED NINETY-SEVEN AND 50/100THS DOLLARS (\$297.50). Any excise tax due over and above that amount shall be paid by the Buyers.

19. DESIGNATION OF ADDRESS. Until further notice is received by the respective parties hereto, all notices shall be mailed by certified mail, return receipt requested, served, or personally delivered to Seller at the following address:

Ralph G. Pietzyk
RR 1, Box 61
Burr, Nebraska 68324

and to Buyers at the following address:

Jerry A. Pietzyk and Michelle D. Pietzyk
10205 Rokeby Road
Lincoln, Nebraska 68526

20. BINDING EFFECT. This Agreement shall be binding on the heirs, executors, administrators, personal representatives, successors, and assigns of each party hereto.

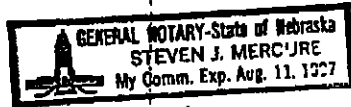
21. CONSTRUCTION. Words and phrases herein shall be construed in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The underlined paragraph headings are included for convenience only and shall have no bearing on the construction hereof.

22. NON-ASSIGNABILITY. This Agreement may not be assigned by the Buyers without the written consent of Seller(s) and the Nebraska Investment Finance Authority (NIFA), which consent if given shall not operate as a waiver of the requirement of written consent on any subsequent assignment. Any attempt by Buyer(s) to assign this agreement without written consent shall entitle Seller to declare all amounts due hereunder immediately due and payable.

STATE OF NEBRASKA,)
) ss.
County of Johnson.)

On this 1st day of April, 1996, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came Jerry A. Pietzyk and Michelle D. Pietzyk, husband and wife, as Buyers to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Steven J. Mercure

Notary Public.