

CITY OF LINCOLN, NEBRASKA
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **BROCK A. SHULER and KILEY S. SHULER, husband and wife** as joint tenants with rights of survivorship, 6000 Thorton Drive, #1105, Lincoln, NE 68512, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, 555 South 10th Street, Suite 205, Lincoln, NE 68508, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS, (\$120,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate including all fixtures and equipment permanently attached, to-wit:

Lots 31 and 32, Block 3, W.H. Irvine's Second Addition, Lincoln,
Lancaster County, Nebraska, more commonly known as 1732 N. 28th
Street

2. *Seller* agrees to furnish *Buyer* a current title insurance commitment before closing and a title insurance policy insuring marketability. The title company shall be chosen by agreement of *Buyer* and *Seller*. *Seller* and *Buyer* shall split the cost of the title insurance policy. *Seller* agrees to furnish *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

a. Closing charges, if handled by a closing agent, shall be paid as follows: 1/2 Buyer 1/2 Seller. *Buyer* to pay for any costs associated with their loan. *Seller* is exempt from documentary stamp tax for this transaction.

3. *Seller* agrees to pay at or prior to closing all taxes for all prior years and including 2015 and any special assessments or other taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Real estate taxes for the calendar year in which the closing occurs shall be prorated to the date of closing at the 2015 tax and assessment rates and the purchase price.

5. *Seller* agrees to pay at or prior to closing a home warranty at a cost not to exceed \$395.00.

6. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below:

7. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: _____.

8. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

9. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Seller* shall be responsible for all current and any unpaid utility bills up to the date of closing including but not limited to water, sewer, electricity, gas and garbage.

Buyer represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.

10. Buyer is to deposit with the City of Lincoln an earnest deposit in the amount of **FIVE HUNDRED AND NO/100 DOLLARS, (\$500.00)**, deposited herewith as evidenced by the receipt attached below. Balance of \$119,500.00, shall be paid in cash, or by cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan.

11. It is understood and agreed that Buyer shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the City of Lincoln, Nebraska. Title to said real estate shall be taken in the name of the Brock A. Shuler and Kiley S. Shuler, husband and wife as joint tenants with rights of survivorship.

12. Buyer and Seller agree to close and complete this sale in accordance herewith on or before the 15th day of September, 2016.

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be executed as of the dates below indicated.

Executed by Buyer this 29 day of June, 2016.

Brock A. Shuler
Brock A. Shuler

Kiley S. Shuler
Kiley S. Shuler

Executed by Seller this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

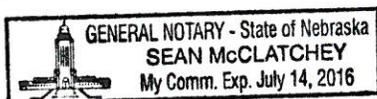
By: _____
Chris Beutler
Mayor of Lincoln

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On June 29, 2016, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Brock A. Shuler and Kiley S. Shuler**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)



Sean McClatchey
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On _____, 20____, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

Notary Public

RECEIPT FOR EARNEST MONEY

RECEIVED FROM BROCKA. + KILBY S. SHULER, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), (by cash, check, etc. CK No. 1160) to apply on the purchase price of the above described property on terms and conditions as stated above, it being hereby agreed and understood that in the event the above offer is not accepted by the *Seller* of said premises within the time above specified, or that in the event there are any legal defects in the title which cannot be cured after said *Buyer* has filed or caused to be filed with *Seller* written notice of such legal defects, the money hereby paid is to be refunded.

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: Michelle R. Bachmeyer



Lancaster County/City of Lincoln GIS Map

1732 N. 28th Street



Printed: Jun 29, 2016

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.