

**REAL ESTATE SALE AND PURCHASE AGREEMENT
(Tract 4)**

THIS REAL ESTATE PURCHASE AGREEMENT is made and entered into on _____, 2018, by and between **James J. Vanderloop and Geri A. Jasper (f/k/a) Geri A. Mitchell, Co-Trustees of the Mary Ann Vanderloop Revocable Trust dated May 8, 2015**, (hereinafter "Seller"), and _____, (hereinafter "Buyer").

1. Sale and Purchase. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller the following described tracts of real property on the terms, conditions and covenants herein contained:

Southwest Quarter (SW ¼), Section 23, Township 18 North, Range 8 West of the
6th P.M., Boone County, Nebraska,

together with all improvements located thereon (if any) and subject to all utility easements, all other easements, highways and restrictions of record ("the Property).

2. Purchase Price. The parties agree that the purchase price for the Property will be \$ _____, which amount Buyer agrees to pay as follows: a.) A sum equal to 15% of the purchase price (non-refundable), payable to BigIron Realty Trust Account at the time of the signing of this agreement; b.) the balance of the purchase price, together with Buyer's share of the closing costs as further provided herein, in certified funds due and payable in full on the date of closing, and deposited with Boone County Title & Escrow, LLC, as escrow agent, concurrently with delivery of possession and the deed of conveyance from Seller to Buyer.

3. Title Insurance. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability after closing. Buyer and Seller shall each pay one-half the cost of the owner's policy and Buyer shall pay the cost of the loan policy including the cost of any endorsements required by the Buyer's lender. If a valid title defect exists which prevents Seller from providing Buyer with good marketable title at closing, Buyer agrees that Seller, at Seller's expense, shall have a reasonable time to correct said defect, not to exceed thirty (30) days from the date of the title commitment.

4. Trustee's Deed. Seller agrees to convey the real estate and improvements being sold to Buyer by trustee's deed free and clear of all liens and encumbrances, except utility and other easements, highways and restrictions of record.

5. Warranties. Seller warrants to Buyer that to the best of Seller's knowledge, no adverse environmental conditions which affect the Property, the value, or liability in connection therewith exist at this time. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of, at, near, or on the Property. The Property has not been used at any time or by any person as a land fill or waste disposal site. No claims, litigation or administrative proceedings are pending or threatened, and no judgments or other orders have been entered relating to any hazardous substance, hazardous waste, discharge, emission or other form of pollutant relating in any way to the Property.

6. FSA Programs. Seller does not warrant the base acreage or yields on the subject property nor does Seller make any representations with regard to Farm Service Agency programs. Buyer understands and agrees Buyer must deal with the Farm Service Agency office or other governmental offices to determine Buyer's rights in the government programs.

7. Condition of Property. This agreement is based upon the personal inspection of the Property by Buyer and not upon any representation or warranties by Seller or Seller's agent. Seller represents that there are no latent defects in the property of which Seller is aware. The parties agree that the property is being sold "as is" in its present condition, without Seller being required to make any repairs or replacements.

8. Stamp Tax. Seller shall pay the documentary stamp tax due upon delivery of the deed of conveyance from Seller to Buyer.

9. Real Estate Taxes. The 2017 and all prior years' real estate taxes will be paid by Seller. The 2018 and all subsequent years' real estate taxes will be paid by Buyer.

10. Risk of Loss. Risk of loss or damage to the Property being sold shall remain on Seller until the date of closing and shall pass to Buyer at the time of closing.

11. Default. Should Buyer default in payment of the purchase price as provided herein upon approval of marketable title and other conditions of this Agreement, Seller may declare the interest of Buyer terminated and utilize such legal remedies as are available to Seller to recover its costs, expenses, and damages. Should Seller fail to deliver marketable title to the Property to Buyer or otherwise fail to close after satisfaction of all conditions precedent thereto, Buyer may terminate this Agreement and utilize such legal remedies as are available to Buyer to recover his costs, expenses, and damages.

12. Possession. Buyer shall be entitled to possession of all the Property being sold on March 1, 2018.

13. Closing. Closing shall be on or before March 1, 2018 at the offices of Boone County Title & Escrow, LLC, in Albion, Nebraska, unless extended by the terms of this Agreement or mutual written consent of the parties.

14. Preparation of Document and Attorney Fees. The Buyer acknowledges that he/she/they has been advised that the law firm of Jarecki, Yosten & Maul, P.C.,L.L.O., is the attorney for the Seller and that he/she/they is free to seek independent legal advice. The Buyer hereby waives any conflict of interest that may exist and consents and requests that the law firm of Jarecki, Yosten & Maul, P.C.,L.L.O., prepare the necessary legal documents in order to complete the transaction outlined herein. Buyer and Seller shall each pay their own respective legal fees.

15. Division of Expenses. The parties agree the expenses in connection with the sale and purchase of this property will be divided as follows:

Attorney's fees for the drafting of this Agreement	Seller
Escrow closing fee	One-half by each party
Title insurance premium: Owner's policy	One-half by each party
Title insurance premium: Loan policy	Buyer
Title corrections	Seller
Documentary stamp tax	Seller
Recording fees: Deed of conveyance	Buyer
Recording fees: Instruments to clear title	Seller

16. Binding Effect. This Agreement shall be binding upon the heirs, successors and assigns of

the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

James J. Vanderloop, Trustee, Seller

Geri A. Jasper, (f/k/a Mitchell) Trustee, Seller

_____, Buyer

_____, Buyer

(Notary Acknowledgments Follow)

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing Real Estate Purchase Agreement was acknowledged before me on _____, 2018, by Geri A. Jasper, Trustee of Mary Ann Vanderloop Revocable Trust.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing Real Estate Purchase Agreement was acknowledged before me on _____, 2018 by James J. Vanderloop as Trustee of Mary Ann Vanderloop Revocable Trust.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Real Estate Purchase Agreement was acknowledged before me on _____, 2018 by _____.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Real Estate Purchase Agreement was acknowledged before me on _____, 2018 by _____.

Notary Public