

BID AND OFFER

THE UNDERSIGNED, being the highest bidder, hereby acknowledges such bid and offer in the amount of \$ \_\_\_\_\_ at the REFEREE'S SALE conducted by the Referee, S. Scott Moore, held at The Sarpy County Court House (1210 Golden Gate Drive, Papillion, NE) on the 28<sup>th</sup> day of April, 2016, commencing at 10:00 AM for the interests being sold by the Referee in the following described real property:

Tax Lot 2A & 2B, 21-14-13, Bellevue, Sarpy County, Nebraska (the "Property"), further described as:

Tax Lot 2A: The North 511.23 feet of the West 511.23 feet of Tax Lot 2, in the Northwest Quarter of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska Except that part taken for road purposes.

AND

Tax Lot 2B: Tax Lot 2, Except the North 511.23 feet of the West 511.23 feet of said Tax Lot 2, in the Northwest Quarter of Section 21, Township 14 North, Range 13 East of the 6th P.M. Sarpy County, Nebraska, except that part taken for road purposes.

THE UNDERSIGNED further acknowledges and understand that such sale is subject to any and all real estate taxes, special assessments and easements, covenants, restrictions and any prior liens or encumbrances of record which affect the Property.

THE UNDERSIGNED further acknowledges and understands that the refusal to pay the remainder of the price bid upon confirmation of the sale by The Court may result in the 10% deposit being retained as damages by the Referee.

THE UNDERSIGNED hereby delivers, in cash, a \_\_\_\_\_ check or other certified funds acceptable to Referee the sum of \$ \_\_\_\_\_, which is 10% of the amount bid, and further hereby agrees that the balance of such bid shall be paid into Court as directed by the Referee upon confirmation of the Referee's Sale and that the failure to pay such remaining balance upon confirmation may entitle the Referee to retail the deposit made herewith and the Referee shall then proceed to again sell the Property as ordered by The Court pursuant to Nebraska law to the highest bidder.

THE TOTAL SALE PRICE FOR THE REFEREE SALE IS \$ \_\_\_\_\_.

Dated this 28<sup>th</sup> day of April, 2016

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE OF HIGHEST BID**

S. SCOTT MOORE, as Referee, hereby accepts the bid of the above signed highest bidder for the sale of the interest in the above described real property and hereby acknowledges receipt of the sum of \$ \_\_\_\_\_ as a partial payment of such bid and shall, upon Order of The Court confirming such sale, and The Court's receipt of the balance of such bid in cash, cashier's check, or certified funds, deliver his executed Referee's Deed duly conveying such property, without and covenant or warranty, express or implied to the above signed highest bidder.

Dated this 28<sup>th</sup> day of April, 2016

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S. Scott Moore, Referee