

Auction Tract 2

Preliminary Title Insurance Schedules

(Effective Date: May 23, 2014)

Prepared by:

**Metropolitan Title of Indiana LLC
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545
Tel: 574-271-2450**

For:

**Auction conducted on July 23, 2014
by Schrader Real Estate and Auction Company, Inc.
on behalf of RJ Newton Farms, LLC**



SCHEDULE A

Commitment No.: 4041-57870

Date Printed: June 09, 2014

1. Commitment Date: May 23, 2014 @ 8:00 AM

2. Policy or Policies to be issued: Policy Amount
(a) ALTA Owners Policy (6-17-06) \$500.00

Proposed Insured:
To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC

4. The land referred to in this Commitment, situated in the County of St Joseph, State of Indiana, is described as follows:

Lot Numbered One (1) as shown on the plat of RJ Newton's Farm No. 6 Minor Subdivison, recorded March 3, 2011 in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 1106298.

68553 U.S. 31 Lakeville IN 46536

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57870

General Requirements

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

Schedule B - Section II
Continued on next page

Schedule B - Section II
Continued

Part Two: Specific Exceptions

1. Effective July 1st, 2009, in accordance with Indiana Code 27-7-3.7, all funds in connection with an escrow transaction we are closing must meet the following requirements:
 - a) Funds from a single party to the transaction in the aggregate amount \$10,000.00 or more must be received in the form of a wire transfer unconditionally and irrevocably credited to our account prior to disbursement. Automated Clearing House (ACH) transactions will not be acceptable.
 - b) Funds from a single party to the transaction in the aggregate amount of less than \$10,000.00 must be received by wire transfer, certified check or cashiers check. Automated Clearing House (ACH) transactions will not be acceptable.
2. NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.

The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.

3. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.
4. NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1007-0119 / 71-18-09-300-003.000-027
May Installment of \$2,090.28 shows paid
November Installment of \$2,090.28 shows paid

Tax Year: Current Year 2013 due 2014

| | |
|-----------------------|--------------|
| Land: | \$205,000.00 |
| Improvements: | \$0.00 |
| Homeowners Exemption: | \$0.00 |
| Mortgage Exemption: | \$0.00 |
| Other Exemption: | \$0.00 |

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions.

Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2014 due in May and November, 2015.

7. Drainage/Ditch Assessment: Parcel No.: Stock Heston (31) For the year: 2014; May installment of \$9.72 shows paid; November installment of \$9.92 shows paid.
8. Drainage/Ditch Assessment: Parcel No.: Wright (36) For the year: 2014; May installment of \$45.00 shows paid; November installment of \$45.00 shows paid.
9. Annual assessment for the maintenance of Walters (33) and Yellow River (126), shows none due at this time. Note: Subsequent assessments as required.
10. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1015-022109 / 71-18-16-200-001.000-027 (Affects Lot 1 Stoney Ridge Minor Subdivision)
May Installment of \$79.54 shows paid
November Installment of \$79.54 shows paid

| Tax Year: | Current Year 2013 due 2014 |
|-----------|----------------------------|
|-----------|----------------------------|

| | |
|-----------------------|------------|
| Land: | \$7,800.00 |
| Improvements: | \$0.00 |
| Homeowners Exemption: | \$0.00 |
| Mortgage Exemption: | \$0.00 |
| Other Exemption: | \$0.00 |

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2014 due in May and November, 2015.

11. Annual assessment for the maintenance of Stock Heston (31) due May 10, 2014, in the amount of \$5.00 shows paid. Note: Subsequent assessments as required.
12. Annual assessment for the maintenance of Yellow River (126), shows none due at this time. Note: Subsequent assessments as required.
13. Restrictions contained on the recorded plat relative to the placement of the Septic System. For particulars refer to said plat.
14. Wetlands restrictions as shown on the recorded plat.
15. Easements and building setback lines as shown on the recorded subdivision plat.
16. Indiana & Michigan Electric Company easement recorded March 27, 1942 in Deed Record 345, page 129.
17. Agreement of Easement dated February 29, 1968, by and between Walter F. Mangus and Elizabeth Mangus, husband and wife and Indiana & Michigan Electric Company, an Indiana Corporation recorded March 26, 1968, in the Office of the Recorder of St. Joseph County, Indiana, in Deed Record 698, page 639.
18. Easement dated November 19, 1932, granted by Walter F. Mangus and Milburn Mangus to Indiana Bell Telephone Company recorded December 7, 1932, in the Office of the Recorder of St. Joseph County, Indiana, in Deed Record 252, page 628.
19. Deed of Easement dated May 25, 1939, granted by Walter Mangus and Elizabeth Mangus and The Federal Land Bank of Louisville to Indiana Bell Telephone Company and the American Telephone and Telegraph Company of

Indiana recorded August 21, 1939, in the Office of the Recorder of St. Joseph County, Indiana, in Deed Record 313, page 551.

Note: Partial Release of Easement dated July 18, 1994 and recorded September 14, 1994 in the Office of the Recorder of St. Joseph County, Indiana as Instrument No. 9434797.

20. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
21. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.

Note: This commitment is for informational purposes only and no final title policy will be issued.

End of Schedule B - Section II

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **Metropolitan Title of Indiana LLC**
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, Indiana 46545
Ph: (574)271-2450 or Fax to: (574)243-1931



Privacy Information

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 to us. Therefore, together with our subsidiaries 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 that 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types 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 applications, 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 who 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

3/17/42 JB 888

Name and Address Mr. Warren W. McQueen R.R. 1, Lakeville, Ind.

M DA

Eas. No. 116 Map No. 12-4-8 Drg. No. P-3-1189 Charge \$11.75

This Indenture, made this 25th day of Sept by and between Warren W. McQueen & Jemma E. McQueen 1941

his wife, (ex-married) of the County of St. Joseph, in the State of Indiana parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across, and also along any highway as now or hereafter laid out or widened abutting, the following described lands situated in Union Township, in the County of St. Joseph, in the State of Indiana, and part of Section No. 9 Township No. 35-N and Range No. 2-E and bounded and described as follows:

The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 9 and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 9.

It is understood between the parties hereto that this easement is for a single rural distribution line including poles, wires and appurtenances across the above described property, and shall be limited to such single rural distribution line when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached there to or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, and pairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 200 North Dix Ave., South Ellettsville, Indiana, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

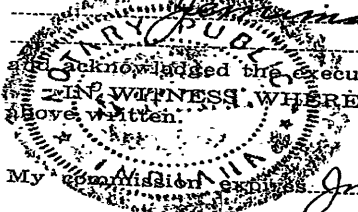
Ted Cottrell Jr.

Warren W. McQueen Jemma E. McQueen

THE STATE OF INDIANA, St. Joseph County ss.

Before me, Ted Cottrell Jr., a Notary Public in and for said County and State, this 25th day of September, 1941 personally appeared the above named Warren W. McQueen & Jemma E. McQueen.

Acknowledged the execution of the annexed deed of easement. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.



RECORDED BY 3158 BY JOSEPH COUNTY WM. J. WALSH, REGISTRAR MAR 27 1942

My commission expires June 5th, 1945 Ted Cottrell Jr. Notary Public.

STATE OF MICHIGAN, COUNTY OF ss.

On this day of 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

ST. JOSEPH CO. INDIANA
RECORD
MAR 26 1 58 PM '68
BOOK EDWARD ALCZYNSKI
PAGE
REC'D

36141

W.O. 790/0278
Eas. No. 16, Map 1743

AGREEMENT OF EASEMENT

This indenture, made this 29th day of February, 1968, by and between WALTER F. MANGUS and ELIZABETH MANGUS, husband and wife, whose address is U. S. 31 South, Lakeville of the County of St. Joseph, State of Indiana, (hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, the Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for one electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poises, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in and across lands owned by the Grantor situated in Union Township, County of St. Joseph, State of Indiana, Michigan Road Lands 3, Township 35 North, Range 2 East which lands are in general bounded as follows:

Tract No. 1

Bounded on the North by the lands of Everett H. & Helen A. Gillis; Manola C. Sanders; North line of M. R. L. 3;
On the East by State Road 31;
On the South by the 1/8 line of M. R. L. 3;
On the West by the lands of Everett H. & Helen A. Gillis.

Tract No. 2

Bounded on the North by the north line of M. R. L. 3;
On the East by the Pennsylvania Railroad;
On the South by the lands of Frank J. & Florence L. Breen;
On the West by State Road 31

The easement herein granted (hereinafter called the Premises) is described as follows:

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
MAR 26 1 58 PM '68
BOOK EDWARD ALCZYNSKI
PAGE
RECORDED

BOOK 898 PAGE 639

A right of way 200 feet in width and being 100 feet on either side of a center line described as follows, said line being located in a part of Fractional Section 3 in the land selected in the Indian Country for Michigan Road (now U. S. #31 Highway) purposes, and being in the vicinity of Township 35 North, Range 2 East, in St. Joseph County, State of Indiana and described as follows:

Tract 1

Commencing at the point of intersection of the North line of said Fractional Section 3 with the Westerly Right of Way line fence of U. S. #31 Hwy., thence West (bearing assumed) on and along said North line of Fractional Section 3 a distance of 1093.0 feet to the true point of beginning; thence South $52^{\circ} 06' 30''$ East 1109.4 feet to a point on said Westerly Right of Way line fence of U. S. #31 Hwy., said point being located Southwesterly on and along said Westerly Right of Way line Fence of U. S. #31 Hwy. 713.1 feet from the place of commencing;

Tract 2

And also, commencing at the point of intersection of said centerline as described in Tract 1 above with the Westerly Right of Way line fence of U. S. #31 Hwy., thence continuing on aforesaid bearing of South $52^{\circ} 06' 30''$ East 216.1 feet to a point on the Easterly Right of Way line fence of said U. S. #31 Hwy., being the true point of beginning; thence continuing on said bearing South $52^{\circ} 06' 30''$ East 79.3 feet to a point of deflection; thence South $43^{\circ} 43' 50''$ East 657.0 feet to a point on the property line fence of aforesaid owners, also being the South line of the North Half of the North Half of said Fractional Section 3 lying East of U. S. #31 Hwy., said point being located Easterly on said property line fence 690.5 feet from its point of intersection with the Easterly Right of Way line fence of U. S. #31 Hwy.

Together with the right to the Grantee: to cut and remove by means other than the use of herbicides or chemicals of any kind, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions that may endanger the safety or interfere with the installation, use or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities excepting that no more than one electric power line shall be constructed on said Premises and no more than two towers shall be constructed on said Premises; and of ingress and egress over lands of the Grantor other than on the easement hereinbefore specifically described, but only upon the express permission of the grantor and over such route or routes as shall be designated by the grantor.

It is understood and agreed Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

Grantee shall erect and maintain at any point of its entry through a fence of the Grantor upon the easement herein granted or through a fence of the Grantor upon any other land of the Grantor which the Grantor may give permission to Grantee to cross, a cattle proof gate, and Grantee shall in addition to, and not by way of limitation, of any other of its responsibilities or liabilities herein set forth, be liable for and hold Grantor harmless from any damage done to person or property of third persons by reason of any livestock escaping from the lands of the Grantor which may be proximately caused by the construction, operation and maintenance of Grantee's Facilities.

All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of the Grantee in Fort Wayne, Indiana, within 30 days after which damages shall accrue except possible drainage tile damage which may be reported when such damage becomes evident.

Grantee specifically agrees to clean up and to otherwise remove any and all materials or debris caused by the installation of Grantee's Facilities or by their subsequent maintenance at Grantee's expense.

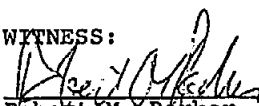
Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50.00) for each pole, tower or supported structure to be located thereon.

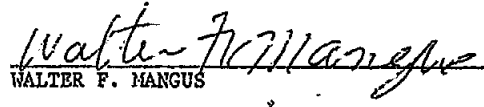
Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 100 feet (measured horizontally) of the centerline of the electric power line.

This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

WITNESS:


Robert M. Parker


WALTER F. MANGUS


ELIZABETH MANGUS

(3)

BOOK 698 PAGE 641

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me Robert M. Parker, a Notary Public in and for
said County and State, this 29th day of February, 1968, personally
appeared the above named WALTER F. MANGUS and ELIZABETH MANGUS, and acknowledged the
execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and
year above written.



Robert M. Parker
NOTARY PUBLIC, ROBERT M. PARKER

This Instrument prepared by Robert M. Parker.

Lead 250-608

Form 180-1

Logansport So Bond

2834-2844

\$ 200
57117

APPROVED:

Attorney.

Received of the INDIANA BELL TELEPHONE COMPANY

Two hundred dollars, in consideration of which... hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which... own or in which... have any interest in section... in the... of... County of... and State of Indiana

and upon, along and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

Witness: Our hand and seal this 19 day of Nov

A. D. 1932

Logansport Ind

(Post-office Address)

Witness: E. J. Cogan

Walter F. Mangus (Seal)
Walter F. Mangus (Seal)

Millburn Mangus (Land Owner)

STATE OF INDIANA } ss.
St. Joseph COUNTY OF }
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, this 19 day of Nov 1932, Walter F. Mangus grantor, acknowledged the execution of the annexed deed.
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.
E. J. Cogan
Notary Public
My commission expires Dec. 28, 1932
Recorded December 7, 1932 at 8 A.M.
Edward F. Keller, Recorder

RECORDED OF ST. JOSEPH COUNTY, IND.

9-1494-1a P.T. Rel & Connected Poles 9434797 3 T. 35012E

\$ 41.00 65863

BOOK 313 PAGE 551

Form 2081A

Received of THE INDIAN BELL TELEPHONE COMPANY

Forty-one and no/100 Dollars (\$41.00) in consideration of which... hereby grant and convey unto Indiana Bell Telephone Company and the American Telephone and Telegraph Company of Indiana, their respective successors, assigns, lessees and agents a perpetual right of way and easement to construct, reconstruct, operate, maintain and remove one or more underground telephone and telegraph systems which the business of the Grantee, its successors, assigns, lessees and agents may from time to time require, consisting of such conduits, cables, wires, surface markers, manholes, loading pots, testing terminals and such other fixtures and appurtenances as the Grantee may from time to time require upon, along, and under the property which... own or in which... have any interest in section... in the township... County of... and State of Indiana, and also upon, along, across and under the roads, streets or highways adjoining said property with the right to enter upon and across the land adjacent to said underground system for the purpose of constructing, reconstructing, maintaining or removing said underground system or any part thereof.

The Grantor, for himself, his heirs, executors, administrator and assigns hereby covenants that no structure which in the judgment of the Grantee may interfere with the construction, maintenance and operation of said underground systems of said Grantee will be erected or permitted within twenty-five feet thereof. The Grantor reserves after completion of said underground systems the right and privilege of cultivating and raising crops on said land. The Grantee agrees to be responsible and pay for any damage to crops and fences caused by the construction and promptly replaced by said Grantee in a workmanlike manner.

Said sum is accepted and received in full payment for the rights herein granted.

WITNESS my hand and seal this 25th day of May, A. D. 1939. Elizabeth Mangus (Seal) Walter Mangus (Seal)

Attest: L. A. Skene Ass't. Secretary

THE FEDERAL LAND BANK OF LOUISVILLE; By: W. M. Kennedy Vice President

STATE OF KENTUCKY JEFFERSON COUNTY Before me a Notary Public in and for said County and State, personally appeared the above named THE FEDERAL LAND BANK OF LOUISVILLE by M. S. Kennedy, Jr. its Vice President, and L. A. Skene its Assistant Secretary who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Louisville, Kentucky, this 8th day of August, 1939. Joseph M. Ryan Notary Public My Commission Expires 4-14-42

65863

STATE OF INDIANA } ss. } Merianes } OF } Before me, the undersigned, a Notary Public in and for the County and State aforesaid, this 25th day of May, 1939. Walter and Elizabeth Mangus granters and accept the execution of the aforesaid. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid. [Signature] Notary Public

My commission expires Oct. 14, 1940. Mail - M. Dawson Supervisor Right of Way Ind. Bell Telephone Co Indianapolis Ind. Recorded August 21st, 1939 at 1-45. P.M. Alexis Caquillard, Recorder

Easement Number #3840

9434797

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for value received, receipt of which is hereby acknowledged, INDIANA BELL TELEPHONE COMPANY, INCORPORATED, Grantee of a certain easement in the real estate located in Section 3, Michigan Road Lands, Township 35 North, Range 2 East, Township of Union, County of St. Joseph, State of Indiana, under the terms of a written grant executed by Walter Mangus and Elizabeth Mangus, at Lakeville, Indiana, on May 25, 1939, and recorded in the Office of the Recorder of St. Joseph County, Indiana on August 21, 1939, as Deed Record 313, page 551, hereby agrees to and hereby does release its rights in said easement, with the exception in and to that part of the real estate as herein described; to wit:

EXCEPTION

A strip of land 20.00 feet in width, lying Westerly of, parallel with and abutting the following described line. Said line also being the now established Westerly right of way line of U. S. Highway Number Thirty One (#31).

Beginning at a Point on the North line 2660.77 feet East of the Northwest corner of the Northwest Quarter of said Section 3, Michigan Road Lands, Township 35 North, Range 2 East, Township of Union, County of St. Joseph, State of Indiana, said point also being on the Grantee's Northerly property line and on the now established Westerly right of way line of said U. S. Highway Number Thirty One (#31); thence South 17 degrees 02 minutes 00 seconds West on and along said right of way line, a distance of 1331.21 feet; thence South 60 degrees 01 minutes 32 seconds West, a distance of 90.92 feet to the North right of way line of Stanton Street and the terminus of this description.

This release is hereby issued to the Mangus Land Trust, their successors and/or assigns.

IN WITNESS WHEREOF, INDIANA BELL TELEPHONE COMPANY, INCORPORATED, D/B/A AMERITECH INDIANA, has caused this instrument to be executed by its Engineer-Right of Way, this 18th day of July, 1994, at Indianapolis, Indiana.

INDIANA BELL TELEPHONE COMPANY, INCORPORATED

By: Richard A. Waltz
Richard A. Waltz, Engineer-Right of Way

State of Indiana)
County of Marion)

Personally appeared before me, a Notary Public, in and for said County and State, this 18th day of July, 1994, Richard A. Waltz, known to me to be the Engineer-Right of Way, of the INDIANA BELL TELEPHONE COMPANY, INCORPORATED, D/B/A AMERITECH INDIANA, who acknowledged the execution of the above instrument as a voluntary act and deed on behalf of said corporation.



Benedict E. Cobb, Sr.

Benedict E. Cobb, Sr., Notary Public
Resident of Marion, County, Ind.

My commission expires July 10, 1997

This instrument was prepared by Tony Prather, Attorney

ADDRESS OF GRANTEE

THE MANGUS LAND TRUST
C/O LOIS EILEEN ISENBERG
23045 TYLER ROAD
CARMEL, INDIANA 46536

ADDRESS OF GRANTOR

INDIANA BELL TELEPHONE COMPANY, INC.
C/O RIGHT OF WAY DEPARTMENT
5870 NORTH COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46220