

Cover page for:

Preliminary Title Insurance Schedules

Prepared by:

First American Title Insurance Company

File Number: 737877

Note: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of the Agreement to Purchase and Addendum A, the auction tracts are identified by the Auction Tract Numbers used to identify the auction tracts in the auction brochure. The tract numberings are cross-referenced in the tables below.

Auction Tract Numbers	Title Commitment Tract Numbers
1	1, 3
2	3
3	3
4	3
5	4
6	4
7	1
8	5
9	2
10	2
11	2

Title Commitment Tract Numbers	Auction Tract Numbers
1	1, 7
2	9, 10, 11
3	1, 2, 3, 4
4	5, 6
5	8

For auction conducted on June 30, 2016 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Ernie Johnson, Jr. and Ernie Daniel Johnson

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 737877
2540

Date Printed: April 26, 2016

1. Effective Date: April 21, 2016 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$1,000.00

Proposed Insured:
TBD

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	\$1,000.00

Proposed Insured:
Lender To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Ernie Johnson, Jr., as to Tracts 1, 2, 3 and 4;
and
Ernie Johnson, Jr. and Ernie Daniel Johnson, as joint tenants with rights of survivorship, as to Tract 5.

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

(SEE EXHIBIT A LEGAL DESCRIPTION)

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.

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured. 10649 North Private Road 50 East Farmersburg, Indiana 47850



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(317)423-0370 or fax to (317)423-0654
251 E. Ohio Street, Suite 555, Indianapolis, IN 46204

Schedule B – Section I

Commitment No.: 737877

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 Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
- g. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording. The filing fee is based on the county and number of tax parcels.
- h. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- i. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
- j. 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.
- k. By virtue of I.C. 27-7-3.6, the Title Insurance Enforcement Fund Fee (TIEFF) 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. (When using a Settlement Statement, the fee should be designated in the 1100 series.)

Specific Requirements

The following requirements must be met:

End of Schedule B - Section I

Schedule B - Section II

General Exceptions

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

- a. Rights or claims of parties in possession not shown by the public records.
- b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- c. Easements, or claims of easements, not shown by the public records.
- d. 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.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

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. 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.
3. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016
Assessed in the name of: Ernie Johnson, Jr.
Parcel No.: 77-02-10-000-014.000-003 / 03.03.00.000468 (As to Tract 1)
Taxing Unit and Code: 3 - Curry Township
Land: \$235,700.00
Improvements: \$111,000.00

Homeowner's Exemptions: \$45,000.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$10,675.00

May installment of \$2,638.58 UNPAID
November installment of \$2,638.58 UNPAID

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.
4. Delinquent real estate taxes for prior year(s) in the amount of \$5,292.60 plus penalties.
5. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016

Assessed in the name of: Ernie Johnson, Jr.
Parcel No.: 77-02-11-000-007.000-003 / 03.03.00.000464 (As to Tract 2)
Taxing Unit and Code: 3 - Curry Township
Land: \$100,100.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$907.56 UNPAID
November installment of \$907.56 UNPAID

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.

6. Delinquent real estate taxes for prior year(s) in the amount of \$1,838.44 plus penalties.

7. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016

Assessed in the name of: Ernie Johnson, Jr.
Parcel No.: 77-02-10-000-003.000-003 / 03.03.00.000461 (As to a portion of Tract 3)
Taxing Unit and Code: 3 - Curry Township
Land: \$102,200.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$926.60 UNPAID
November installment of \$926.60 UNPAID

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.

8. Delinquent real estate taxes for prior year(s) in the amount of \$1,877.00 plus penalties.

9. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016

Assessed in the name of: Ernie Johnson, Jr.
Parcel No.: 77-02-10-000-016.000-003 / 03.03.00.000469 (As to the remainder of Tract 3)
Taxing Unit and Code: 3 - Curry Township
Land: \$18,400.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$166.82 UNPAID
November installment of \$166.82 UNPAID

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.

10. Delinquent real estate taxes for prior year(s) in the amount of \$337.92 plus penalties.
11. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016
Assessed in the name of: Ernie Johnson, Jr.
Parcel No.: 77-02-10-000-001.001-003 / 03.03.00.002136 (As to Tract 4)
Taxing Unit and Code: 3 - Curry Township
Land: \$98,000.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$888.52 UNPAID
November installment of \$888.52 UNPAID

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.

12. Delinquent real estate taxes for prior year(s) in the amount of \$1,799.88 plus penalties.
13. Real estate taxes assessed for the year 2015 are a lien and are due in two installments payable May 10 and November 10, 2016
Assessed in the name of: Ernie Johnson, Jr. and Ernie Daniel Johnson
Parcel No.: 77-02-02-000-019.000-003 / 03.03.00.000356 (As to Tract 5)
Taxing Unit and Code: 3 - Curry Township
Land: \$51,600.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$467.83 UNPAID
November installment of \$467.83 UNPAID

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.

14. Delinquent real estate taxes for prior year(s) in the amount of \$947.68 plus penalties.
15. Real Estate taxes assessed for the year 2016 are a lien but are not yet due and payable.
16. Mortgage recorded May 29, 2009 as Document No. [2009001873](#) made by Ernie Johnson, Jr. to First Financial Bank, N.A. to secure a note in the originally stated principal amount of \$101,122.46, and to the terms and conditions thereof.

(Affects Tract 4)
17. Financing statement evidencing an indebtedness from Ernie Johnson, Jr., debtor, to BMO Harris Bank N.A., secured party, filed on December 28, 2011 as File No. [U11000036](#).

18. Mortgage recorded March 27, 2012 as Document No. [2012000856](#) made by Ernie Johnson a/k/a Ernie Johnson, Jr., and Ernie D. Johnson a/k/a Ernie Daniel Johnson to BMO Harris Bank N.A. to secure a note in the originally stated principal amount of \$1,150,000.00, and to the terms and conditions thereof.

Affidavit of Due Date Indebtedness recorded June 28, 2012 as Instrument No. [2012001922](#).
19. The above mortgage is in foreclosure under Cause No. 77D01-1508-MF-000464 in the Sullivan Court. The Foreclosure was filed August 18, 2015, and the attorney for the lender is Sarah L. Fowler (317-236-2120). You must contact the attorney to get correct payoff information.
20. Assignment of Rents made by Ernie Johnson a/k/a Ernie Johnson, Jr., and Ernie D. Johnson a/k/a Ernie Daniel Johnson to BMO Harris Bank N.A. recorded March 27, [2012 as document 2012000857](#).
21. Hazardous Substances Certificate and Indemnity Agreement made by and among Ernie Johnson, Ernie D. Johnson and BMO Harris Bank N.A. recorded March 27, 2012 as Instrument No. [2012000858](#).
22. Complaint filed July 28, 2015 in Cause No. 77D01-1507-CC-000429, Sullivan Superior Court, Ernie Johnson, Jr. and Ernie D. Johnson, Defendants, Ceres Solutions, LLP, Plaintiff, by Brent Stuckey, Attorney (812-882-8935).
23. Complaint on Account and Account Stated and for Breach of Contract filed February 25, 2016 in Cause No. 77D01-1602-CC-000111, Sullivan Superior Court, Ernie Johnson, Jr. and Ernie D. Johnson, Defendants, Crop Production Services, Inc., Plaintiff, by Scott R. Leisz, Attorney (317-634-7588).
24. Complaint for Conversion and Theft filed February 29, 2016 in Cause No. 77D01-1602-CT-000112, Sullivan Superior Court Ernie D. Johnson, Defendant, BMO Harris Bank N.A., Plaintiff, by Sarah L. Fowler, Attorney (317-236-2120).
25. Pending bankruptcy proceeding in the United States Bankruptcy Court for the Southern District of Indiana: Terre Haute Division; Debtors Ernie Johnson, Jr.; Case No.: 16-80160-JJG-11; Date Filed: March 17, 2016; Chapter: 11; Debtor's attorney of record: K.C. Cohen (317-715-1845).
26. Application for the Classification of Land as Forest Land recorded January 17, 1968 as Instrument No. 1913 in [Book 103, page 237](#).

(Affects Tracts 1 and 3)
27. Application for the Classification of Land as Forest Land recorded June 30, 2006 as Instrument No. [2006002807](#).

(Affects Tracts 1 and 3)
28. Farmer - State Cooperative Agreement recorded August 15, 1952 as Instrument No. 104045 in [Book 66, page 578](#).

(Affects Tract 1)
29. Oil and Gas Lease and the terms, covenants and conditions thereof between Ernie R. Johnson and Mary Faye Johnson, as Lessors, and T. E. Ray and C. F. Robb as Lessees, recorded September 15, 1948 as Instrument No. [76380](#), in Book 47, page 572.

30. Oil and Gas Lease and the terms, covenants and conditions thereof between Ernie R. Johnson and Faye Johnson, as Lessors, and Drake Produce Company, as Lessee, recorded March 15, 1949 as Instrument No. [80563](#), in Book 50, page 175.
31. Oil and Gas Lease and the terms, covenants and conditions thereof between Lee R. Stevens and Thelma M. Stevens, as Lessors, and F. R. Beasley, as Lessee, recorded November 30, 1953 as Instrument No. [111750](#) in Book 71, page 213.
32. Oil and Gas Paid Up Lease and the terms, covenants and conditions thereof between Ernie Johnson, Jr., as Lessor, and Noble Energy Production, Inc., as Lessee, recorded June 12, 2006 as Instrument No. [2006002475](#).
33. Easement in favor of: State of Indiana Highway Department; Type of easement: right of way; Recorded: June 10, 1954; Instrument No.: [115155](#), in Book 171, page 517. Subject to the terms and conditions thereof.
34. Easement in favor of: State of Indiana Highway Department; Type of easement: right of way; Recorded: June 10, 1954; Instrument No.: [115158](#), in Book 171, page 523. Subject to the terms and conditions thereof.

Supplementary right of way grant recorded as Instrument No. [13886](#), in Book 233, page 490.
35. Easement in favor of: State of Indiana Highway Department; Type of easement: right of way; Recorded: June 22, 1954; Instrument No.: [115332](#), in Book 172, page 25. Subject to the terms and conditions thereof.
36. Easement in favor of: Town of Farmersburg; Type of easement: water pipe line; Recorded: September 2, 1954; Instrument No.: [116654](#), in Book 73, page 513. Subject to the terms and conditions thereof.

Assignment of Easement from Town of Farmersburg to Indiana-American Water Company, Inc. recorded January 5, 1999 as Instrument No. [990050](#).
37. Easement in favor of: Town of Farmersburg; Type of easement: water pipe line; Recorded: September 2, 1954; Instrument No.: [116658](#), in Book 73, page 521. Subject to the terms and conditions thereof.

Assignment of Easement from Town of Farmersburg to Indiana-American Water Company, Inc. recorded January 5, 1999 as Instrument No. [990050](#).
38. Easement in favor of: Ohio Valley Gas Corporation; Type of easement: pipeline; Recorded: September 23, 1964; Instrument No.: [11614](#), in Book 95, page 263. Subject to the terms and conditions thereof.
39. Easement in favor of: Illiana Telecasting Corp.; Type of easement: anchors with guy wires; Recorded: April 9, 1965; Instrument No.: [1869](#), in Book 96, page 399. Subject to the terms and conditions thereof.
40. Easement in favor of: Illiana Telecasting Corporation; Type of easement: maintenance of guy wires; Recorded: June 19, 1990; Instrument No.: [901600](#). Subject to the terms and conditions thereof.
41. Easement in favor of: Western Indiana Energy Rural Electric Membership Corporation; Type of easement: underground conduits and pole lines; Recorded: June 2, 2008; Instrument No.: [2008001713](#). Subject to the terms and conditions thereof.

42. Easement in favor of: Dustin Alan Holmes and Jennifer Ashley Gooch Holmes; Type of easement: roadway and utility; Recorded: May 24, 2012; Instrument No.: [2012001494](#). Subject to the terms and conditions thereof.
43. Relinquishment of all rights or easements of access, crossing, light, air and view over adjoining land dedicated for road purposes as U.S. Highway 41, including, but not limited to, that part described in Judgment recorded December 19, 1989 as Instrument No. [893668](#), in Book 138, page 680, and Warranty Deed recorded as Instrument No. [9419](#), in Book 31, page 130, and re-recorded as Instrument No. [13886](#), in Book 233, page 487.
44. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
45. 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.
46. Right of way for drains, tiles, feeders and laterals.
47. Rights of lower and upper riparian owners to the free and unobstructed flow of the Creek.
48. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.
49. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
50. Mineral 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.

End of Schedule B - Section II

EXHIBIT A
LEGAL DESCRIPTION

File No.: 737877

The land referred to in this Commitment, situated in the County of Sullivan, State of Indiana, is described as follows:

TRACT 1:

Parcel 1:

The Southwest Quarter of the Northeast Quarter of Section 10, Township 9 North, Range 9 West, containing 40 acres, more or less.

Parcel 2:

The Northeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of the Northwest Quarter; also 10 acres off the West side of the Northwest Quarter of the Southeast Quarter of Section 10, Township 9 North, Range 9 West.

Parcel 3:

The North Half of the Southeast Quarter of the Northwest Quarter of Section 10, Township 9 North, Range 9 West, containing 20 acres.

ALSO, 10 feet off the East side of the North Half of the Northwest Quarter of Section 10, Township 9 North, Range 9 West.

EXCEPTING all coal and other underlying minerals, as contained in the original deeds of severance; together with all instruments conveying the same, executed subsequent to said deeds.

TRACT 2:

Parcel 1:

The West Half of the Southwest Quarter of the Northwest Quarter and 585 feet of even width off of the entire West side of the Northwest Quarter of the Northwest Quarter all in Section 11, Township 9 North, Range 9 West. EXCEPTING therefrom 20 feet of even width off of the entire North end thereof. ALSO EXCEPTING therefrom all that part thereof lying West of the Easterly right of way line of U.S. Highway No. 41 as appropriated and condemned by the State of Indiana, under Cause No. 39096 in the Sullivan Circuit Court. ALSO EXCEPTING therefrom the following described tract, to-wit: Beginning at the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 11, and running thence South 0 degrees 46 minutes 00 seconds West 20 feet; thence South 89 degrees 14 minutes 00 seconds East 135.39 feet to the East boundary line of said U.S. Highway No. 41, said point being the place of beginning of the tract hereby described, and running thence South 89 degrees 14 minutes 00 seconds East 120 feet; thence South 0 degrees 46 minutes 00 seconds West 115 feet; thence North 89 degrees 14 minutes 00 seconds West 120 feet to the East boundary line of U.S. Highway No. 41; thence North 0 degrees 46 minutes 00 seconds East, along said boundary line, 115 feet to the place of beginning, containing 0.317 acres, more or less. Containing less said exceptions, 28.99 acres, more or less.

EXCEPTING all coal and other underlying minerals, as contained in the original deeds of severance; together with all instruments conveying the same, executed subsequent to said deeds.

Parcel 2:

The West Half of the Southeast Quarter of the Northwest Quarter, and the East Half of the Southwest Quarter of the Northwest Quarter, all in Section 11, Township 9 North, Range 9 West.

Containing in all 40 acres, more or less.

EXCEPTING all coal and other underlying minerals, as contained in the original deeds of severance; together with all

instruments conveying the same, executed subsequent to said deeds.

TRACT 3:

The Northwest Quarter of Section 10, Township 9 North, Range 9 West.

EXCEPTING therefrom the Southeast Quarter of the Northwest Quarter of Section 10, Township 9 North, Range 9 West.

EXCEPTING all coal and other underlying minerals, as contained in the original deeds of severance; together with all instruments conveying the same, executed subsequent to said deeds.

ALSO EXCEPTING therefrom that part of the North Half of Section 10, Township 9 North, Range 9 West of the Second Principal Meridian, of Curry Township, Sullivan County, Indiana; and more particularly described as follows: Beginning at a point North 90 degrees 00 minutes 00 seconds West (assumed bearing) along the North line of said Section 10 3,011.19 feet, and South 00 degrees 59 minutes 22 seconds West 387.67 feet, from the Northeast corner of the Northeast Quarter of Section 10, Township 9 North, Range 9 West; thence South 76 degrees 24 minutes 56 seconds West 411.15 feet; thence South 06 degrees 21 minutes 37 seconds West 33.47 feet; thence South 82 degrees 48 minutes 30 seconds East 559.98 feet; thence North 03 degrees 30 minutes 24 seconds West 115398 feet; thence North 68 degrees 25 minutes 51 seconds West 121.24 feet; thence North 13 degrees 01 minutes 08 seconds West 45.69 feet; thence South 76 degrees 24 minutes 56 seconds West 21.02 feet to the point of beginning. Containing 1.46 acres more or less.

ALSO EXCEPTING therefrom that part of the North Half of Section 10, Township 9 North, Range 9 West of the Second Principal Meridian, of Curry Township, Sullivan County, Indiana; and more particularly described as follows: Beginning at a point North 90 degrees 00 minutes 00 seconds West (assumed bearing) along the North line of said Section 10 1,521.07 feet from the Northeast corner of the Northwest Quarter, or 4,173.53 feet from the Northeast corner of Section 10, Township 9 North, Range 9 West; thence South 00 degrees 00 minutes 00 seconds West 25.29 feet to an iron pin set; thence South 47 degrees 17 minutes 12 seconds West 344.50 feet to an iron pin set; thence South 26 degrees 31 minutes 22 seconds East 180.83 feet to an iron pin set; thence South 31 degrees 58 minutes 13 seconds West 369.76 feet to an iron pin set; thence South 72 degrees 41 minutes 25 seconds West 214.59 feet to an iron pin set; thence North 23 degrees 21 minutes 29 seconds West 129.08 feet to an iron pin set; thence North 11 degrees 11 minutes 02 seconds East 507.21 feet to an iron pin set; thence North 88 degrees 25 minutes 12 seconds West 368.33 feet to an iron pin set; thence North 44 degrees 14 minutes 00 seconds West to an existing corner post and an iron pin set; thence North 01 degrees 08 minutes 17 seconds West 20.00 feet to the North line of Section 10; thence South 90 degrees 00 minutes 00 seconds East 717.04 feet; thence South 00 degrees 00 minutes 00 seconds East 230.00 feet; thence North 49 degrees 34 minutes 26 seconds East 354.68 feet to the North line of Section 10; thence North 90 degrees 00 minutes 00 seconds East 54.52 feet to the point of beginning. Containing 7.36 acres more or less.

ALSO EXCEPTING therefrom that part of the Northwest Quarter of Section 10, Township 9 North, Range 9 West, Curry Township, Sullivan County, Indiana; and more particularly described as follows: Commencing at the Northeast corner of said Northwest Quarter section, thence North 90 degrees West (assumed bearing) 1845.59 feet; thence South 00 degrees East 230 feet; thence North 90 degrees West 50 feet; thence South 00 degrees East 200 feet; thence North 90 degrees East 50 feet; thence South 00 degrees East 231.50 feet; thence South 31 degrees 58 minutes 13 seconds West 8392 feet; thence South 72 degrees 41 minutes 25 seconds West 214.59 feet to the point of beginning; From said point of beginning, thence North 90 degrees West a distance of 350 feet; thence North 00 degrees East a distance of 656.03 feet; thence South 44 degrees 14 minutes 00 seconds East 41.59 feet; thence South 88 degrees 25 minutes 12 seconds East 368.33 feet; thence South 11 degrees 11 minutes 02 seconds West 507.21 feet; thence South 23 degrees 21 minutes 29 seconds East 129.08 feet to the point of beginning. Containing 4.92 acres, more or less.

TRACT 4:

Part of the East Half of the Northeast Quarter of Section 10, Township 9 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the North line of said Quarter Section at a point 91.4 feet South 89 degrees 30 minutes West of the Northeast corner of said Section 10; thence South 0 degrees 45 minutes West 18.2 feet to the South boundary of County Road 1100 North and the beginning of Limited-Access right-of-way line of U.S. Highway 41; thence South 46 degrees 20 minutes 59 seconds East 20.47 feet along said line; thence South 0 degrees 45 minutes West 626.06 feet along said line to the North line of a 5 acre tract owned by Illiana Tele casting Corporation; thence North 89 degrees 15 minutes West 20.4 feet (perpendicular to the East line of said Quarter Section) to the end of the Limited-Access right-of-way line; thence continuing North 89 degrees 15 minutes West 579.58 feet to the Northwest corner of

said 5 acre tract; thence South 0 degrees 45 minutes West 330.0 feet to the Southwest corner of said 5 acre tract; thence South 89 degrees 15 minutes East 579.17 feet along the South line of said 5 acre tract to the West Limited-Access right-of-way line of U.S. Highway 41; thence South 0 degrees 45 minutes West 411.67 feet along said line; thence South 12 degrees 50 minutes 41 seconds West 357.95 feet along said line; thence South 0 degrees 45 minutes West along said line to the center of a ditch; thence along the meanderings of the ditch for the following 8 courses and distances; South 75 degrees West 303 feet; North 50 degrees West 37 feet; South 45 degrees West 250 feet; South 77 degrees West 350 feet; South 15 degrees East 250 feet; South 55 degrees West 300 feet; South 10 degrees West 60 feet; and West 165 feet to the West line of said East Half of said Northeast Quarter; thence North 0 degrees 30 minutes East 2,593 feet along said West line to the North line of said Quarter Section; thence North 89 degrees 30 minutes East 1,261 along said North line to the point of beginning, and containing 57.236 acres, more or less.

EXCEPTING all coal and other underlying minerals, as contained in the original deeds of severance; together with all instruments conveying the same, executed subsequent to said deeds.

ALSO EXCEPTING from the above described premises 6 parcels of land 10 feet square each, the center of said 10 foot squares being the center of concrete anchors located on the premises described herein. The area for the anchors and cables being more particularly described as follows: Beginning at a point 121 feet South 89 degrees 15 minutes East of the Northwest corner of a 5 acre tract surrounded by the premises described herein; thence North 30 degrees 39 minutes East 205 feet to a concrete anchor; thence continuing North 30 degrees 39 minutes East 249 feet to a concrete anchor at the terminus. ALSO beginning at a point 165 feet South 0 degrees 45 minutes West of the Northwest corner of said 5 acre tract; thence North 89 degrees 24 minutes West 376 feet to a concrete anchor; thence continuing North 89 degrees 24 minutes West 256 feet to a concrete anchor at the terminus. ALSO beginning at a point 123 feet South 89 degrees 15 minutes East of the Southwest corner of said 5 acre tract; thence South 29 degrees 17 minutes East 222 feet to a concrete anchor; thence continuing South 29 degrees 17 minutes East 243 feet to a concrete anchor at the terminus.

TRACT 5:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 9 North, Range 9 West, and running thence North 43 rods; thence East 30 rods; thence North 17 rods; thence East 36.5 rods; thence South 6.5 rods; thence East 24 rods; thence South 53.5 rods; thence West 90.5 rods to the lace of beginning, containing 29.77 acres, more or less.

The above described real estate has been more recently described by a modern description prepared by William Mac Steele, Registered Land Surveyor, shown by Survey File No. 042502-MAC-168 dated April 25, 2002, as follows: A part of the Southwest Quarter of Section 2, Township 9 North, Range 9 West, Curry Township, Sullivan County, Indiana; and more particularly described as follows: Beginning at an existing P.O.T. at the Southwest corner of the Southwest Quarter of Section 2, Township 9 North, Range 9 West, and running North 00 degrees 00 minutes 00 seconds (assumed bearing) along the West line of said Quarter, 709.50 feet; thence North 89 degrees 11 minutes 19 seconds East 495.00 feet; thence North 00 degrees 00 minutes 00 seconds East 280.50 feet (record) 281.53 feet (actual) to an iron pin set; thence North 89 degrees 11 minutes 19 seconds East 602.31 feet to an iron pin set; thence South 00 degrees 00 minutes 00 seconds West 107.26 feet to an iron pin set; thence North 89 degrees 11 minutes 19 seconds East 396.04 feet to an iron pin set by an existing corner fence post; thence South 00 degrees 00 minutes 00 seconds West along the East side of an existing fence line 882.75 feet (record) 883.84 (actual) to an existing iron pin set by a corner fence post; thence South 89 degrees 11 minutes 19 seconds West 1,493.25 feet to the point of beginning.

EXCEPT the State Right of Way for U.S. Highway 41 along the West side of the above described tract, leaving 27.95 acres, more or less, after said exception.

Commonly Known As:

10649 North PR Road 50 East, Farmersburg, IN

Tax Parcel ID#s:

77-02-10-000-014.000-003 / 03.03.00.000468
77-02-11-000-007.000-003 / 03.03.00.000464
77-02-10-000-003.000-003 / 03.03.00.000461
77-02-10-000-016.000-003 / 03.03.00.000469

77-02-10-000-001.001-003 / 03.03.00.002136

77-02-02-000-019.000-003 / 03.03.00.000356