

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions \*)**

*\* Exceptions for existing mortgages are to be removed at closing. Copies of these documents are not included.*

*Preliminary title insurance schedules prepared by:*

## **Sprunger Title**

**(File Number: Pre-8-2021)**

**Note:** The tract and parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract and parcel numberings are cross-referenced in the tables below.

<b>Title Company's Tract References:</b>	<b>Auction Tract Numbers:</b>
Tract A	10, 11, 12
Parcel One	1
Parcel Two	1, 3
Tract B	2
Tract C	7, 8
Tract D	1, 4, 6
Tract E	1, 5
Tract F	9

*For March 3, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Edmundson Homestead Farm LLC and Estate of John E. Hanlin**



# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Sprunger Title  
 Issuing Office: 112 North Meridian Street, Portland, IN 47371  
 Issuing Office's ALTA® Registry ID:  
 Loan ID Number:  
 Commitment Number: Pre-8-2021  
 Issuing Office File Number: Pre-8-2021  
 Revision Number:  
 Property Address: N Hwy 1, Pennville, IN 47369

## SCHEDULE A

1. Commitment Date: 02/08/2021 at 8:00 AM
2. Policy to be issued:
  - (a) 2013 ALTA® Homeowner's Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
  - (b) 2006 ALTA® Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:  
 TRACT A, C. D. E & F: Devisees under the Last Will and Testament of John E. Hanlin, deceased  
 TRACT B & PARCELS 1 & 2: Edmundson Homestead Farm LLC
5. The Land is described as follows:  
 Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**CHICAGO TITLE INSURANCE COMPANY**  
 By its Issuing Agent Sprunger Title

*Tina A. Marbach*

\_\_\_\_\_  
 Tina Marbach, License #: 815048  
 Authorized Signatory

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**72C276A**

ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release of real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600643, pages 1-17 in the principal amount of \$ [REDACTED] from John E. Hanlin to Merchants Bank of Indiana. (TRACTS A, B, C, D, E & F)
6. Release of real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600644, pages 1-17 in the principal amount of \$ [REDACTED] from John E. Hanlin to Merchants Bank of Indiana. (TRACTS A, B, C, D, E & F)
7. Release of real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600645, pages 1-14 in the principal amount of \$ [REDACTED] from Edmundson Homestead Farm LLC to Merchants Bank of Indiana. (PARCELS 1 & 2)
8. Release of Real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600646, pages 1-14 in the principal amount of \$ [REDACTED] from Edmundson Homestead Farm LLC to Merchants Bank of Indiana. (PARCELS 1 & 2)
9. Real estate mortgage dated August 2, 2019 and recorded August 30, 2019 at 3:12 P.M. as Document Number 201902222, pages 1-11 in the principal amount of \$ [REDACTED] from John E. Hanlin and Edmundson Homestead Farms LLC to David A. Fiechter. (PARCELS A, B, C, D, E, 1 & 2)

Duly authorized and executed Deed from Tamara K. Hanlin, Personal Representative of John E. Hanlin, TO BE DETERMINED, to be executed and recorded at closing.

10. Furnish for recordation a deed as set forth below:  
Type of deed: Personal Representative Deed and/or Limited Liability Company  
Grantor(s): Fee Simple Title Holder as shown on Schedule A  
Grantee(s): Proposed Insured as shown on Schedule A
11. We require that the conveyance from Tamara K. Hanlin, the personal representative of John E. Hanlin, deceased, recite that is being executed by virtue of her power under Indiana law.
12. In regard to Edmundson Homestead Farm LLC, we must be furnished the following:
  1. File-stamped copy of the Articles of Organization filed with the Secretary of State of IN.
  2. Copy of the Operating Agreement and any amendments thereto

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## CHICAGO TITLE INSURANCE COMPANY

3. Proof of the authority and incumbency of the manager to execute the deed. If there is not manager, we must be furnished proof of the authority and incumbency of the member to execute the deed.
13. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
14. Current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid, if applicable.
15. The Company should be furnished a Vendor's Affidavit.
16. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: Any documents that require a preparation statement and are executed or acknowledged in Indiana must contain the following affirmation statement required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. "(Name)"

17. Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement.  
Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness.  
If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy:  
"Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).

NOTE: If Chicago Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600643, pages 1-17 in the principal amount of \$ [REDACTED] from John E. Hanlin to Merchants Bank of Indiana. (TRACTS A, B, C, D, E & F)
8. Real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600644, pages 1-17 in the principal amount of \$ [REDACTED] from John E. Hanlin to Merchants Bank of Indiana. (TRACTS A, B, C, D, E & F)
9. Real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600645, pages 1-14 in the principal amount of \$ [REDACTED] from Edmundson Homestead Farm LLC to Merchants Bank of Indiana. (PARCELS 1 & 2)
10. Real estate mortgage dated and recorded March 9, 2016 at 3:24 P.M. as Document Number 201600646, pages 1-14 in the principal amount of \$ [REDACTED] from Edmundson Homestead Farm LLC to Merchants Bank of Indiana. (PARCELS 1 & 2)
11. Real estate mortgage dated August 2, 2019 and recorded August 30, 2019 at 3:12 P.M. as Document Number 201902222, pages 1-11 in the principal amount of \$ [REDACTED] from John E. Hanlin and Edmundson Homestead Farms LLC to David A. Fiechter. (PARCELS A, B, C, D, E, 1 & 2)
12. Property Taxes are as follows:  
PARCEL A:

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# CHICAGO TITLE INSURANCE COMPANY

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$289.22 UNPAID, plus delinquent penalty and interest of \$28.92 UNPAID

Fall Installment: \$289.22 UNPAID, plus delinquent penalty and interest of \$28.92 UNPAID

Name of Taxpayer: John E. Hanlin

Land: \$24,600.00

Tax Identification No.: 38-01-13-200-005.001-010

Description: SW 1/4 NW 1/4.36.25A PT SE 1/4 NW 1/4 38.402A S13 T24 R12 74.652 A

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

13. Delinquent taxes for prior years in the amount of \$287.34 UNPAID, plus delinquent penalty and interest in the amount of \$86.19 UNPAID. (Parcel #38-01-13-200-005-001-010) No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
14. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

15. Annual Assessment as set forth below:  
Parcel #: 38-01-13-200-005.001-010  
Type of Assessment: Loblolly Ditch  
Spring Installment: \$59.40 UNPAID, plus delinquent penalty and interest of \$5.94 UNPAID  
Fall Installment: \$59.40 UNPAID, plus delinquent penalty and interest of \$5.94 UNPAID  
All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
16. Delinquent Loblolly Ditch for prior years in the amount of \$59.40 UNPAID, plus delinquent penalty and interest in the amount of \$17.82 UNPAID. (Parcel #38-01-13-200-005-001-010) No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
17. Annual Assessment as set forth below:  
Parcel #: 38-01-13-200-005.001-010  
Type of Assessment: F. Grissell Ditch  
Spring Installment: \$30.49 UNPAID, plus delinquent penalty and interest in the amount of \$3.05 UNPAID  
Fall Installment: \$30.48 UNPAID, plus delinquent penalty and interest in the amount of \$3.05 UNPAID  
All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
18. Delinquent F. Grissell Ditch for prior years in the amount of \$30.48 UNPAID, plus delinquent penalty and interest in the amount of \$9.15 UNPAID. (Parcel #38-01-13-200-005-001-010)

19. Property Taxes are as follows:

PARCEL 1:

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$335.65 UNPAID, plus delinquent penalty and interest in the amount of \$33.57 UNPAID

Fall Installment: \$335.65 UNPAID, plus delinquent penalty and interest in the amount of \$33.57 UNPAID

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# CHICAGO TITLE INSURANCE COMPANY

Name of Taxpayer: Edmundson Homestead Farm LLC

Land: \$28,500.00

Tax Identification No.: 38-01-15-400-025.000-010

Description: PT W 1/2 SW 1/4 SE 1/4; 30.534A; S15 T24 R12

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

20. Delinquent taxes for prior years in the amount of \$333.83 UNPAID, plus delinquent penalty and interest in the amount of \$100.14 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-400-025.000-010)

21. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

22. Annual Assessment as set forth below:

Parcel #: 38-01-15-400-025.000-010

Type of Assessment: F. Grissell Ditch

Spring Installment: \$44.80 UNPAID, plus delinquent penalty and interest in the amount of \$4.48 UNPAID.

Fall Installment: 44.80 UNPAID, plus delinquent penalty and interest in the amount of \$4.48 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

23. Delinquent F. Grissell Ditch for prior years in the amount of \$44.80 UNPAID, plus delinquent penalty and interest in the amount of \$13.44 UNPAID. (PARCEL 1) (Parcel #38-01-15-400-025.000-010) No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

24. Terms and provisions of an agreement, by and between Edwina Hanlin and Indiana Department of Conservation by its Division of Fish and Game, dated February 5, 1947 and recorded February 25, 1947, in Miscellaneous Record 37, pages 582-583.

25. An agreement dated March 24, 1938 and recorded June 8, 1938 in Miscellaneous Record 32, page 535 by and between The Mutual Benefit Life Insurance Company, a corporation of the State of New Jersey and Indiana General Service Company, hereby grants, bargains, sell and conveys unto the party of the second part the right and authority to erect, maintain, replace and renew 2 anchors. NOTE: The exact location of said easement cannot be ascertained. (Parcel I)

26. Property Taxes are as follows:

Parcel 2:

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$1,849.77 UNPAID, plus delinquent penalty and interest in the amount of \$184.98 UNPAID

Fall Installment: \$1,849.77 UNPAID, plus delinquent penalty and interest in the amount of \$184.98 UNPAID

Name of Taxpayer: Edmundson Homestead Farm LLC

Land: \$76,900.00

Improvements: \$180,200.00

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## CHICAGO TITLE INSURANCE COMPANY

Deductions: \$ 45,000.00 Homestead

Deductions: \$14,910.00 Homestead Supplemental

Deductions: \$3,000.00 Mortgage

Tax Identification No.: 38-01-15-600-020.000-010

Description: PT SE 1/4 NW 1/4; 2A; PT SW 1/4; 90A; S15 T24 R12

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

27. Delinquent taxes for prior years in the amount of \$1,776.69 UNPAID, plus delinquent penalty and interest in the amount of \$533.01 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-600-020.000-010)

28. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

29. Annual Assessment as set forth below:

Parcel #: 38-01-15-600-020.000-010

Type of Assessment: F. Grissell Ditch

Spring Installment: \$161.13 UNPAID, plus delinquent penalty and interest in the amount of \$16.11 UNPAID

Fall Installment: \$161.12 UNPAID, plus delinquent penalty and interest in the amount of \$16.11 UNPAID

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

30. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$161.12 UNPAID, plus delinquent penalty and interest in the amount of \$48.33 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-600-020.000-010)

31. Oil and Gas Lease from Lewis W. Edmundson and Celia H. Edmundson, his wife, Lessor, to H. L. Barnett, Lessee, dated July 19, 1924 and recorded July 21, 1924, in Miscellaneous Record 28, page 435, said Oil and Gas Lease subsequently assigned. (PARCEL 2)

32. A right-of-way easement granted to State of Indiana from Edwina D. Hanlin, an adult female, A/K/A Edwina Hanlin, dated October 30, 1990 and recorded February 27, 1991 in Deed Record 159, pages 449-450. NOTE: The exact location of said easement cannot be ascertained. (PARCEL 2)

33. Property Taxes are as follows:

TRACT B:

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$634.55 UNPAID, plus delinquent penalty and interest in the amount of \$63.46 UNPAID

Fall Installment: \$ 634.55 UNPAID, plus delinquent penalty and interest in the amount of \$63.46 UNPAID

Name of Taxpayer: John E. Hanlin

Land: \$16,200.00

Improvements: \$47,200.00

Tax Identification No.: 38-01-15-402-002.000-010

Description: PT W 1/2 SE 1/4; S15 T24 R12; 33.545 A

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## CHICAGO TITLE INSURANCE COMPANY

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

34. Delinquent taxes for prior years in the amount of \$642.56 UNPAID, plus delinquent penalty and interest in the amount of \$192.78 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-402-002.000-010)

35. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

36. Annual Assessment as set forth below:

Parcel #: 38-01-15-402-002.000-010

Type of Assessment: F. Grissell Ditch

Spring Installment \$51.00 UNPAID, plus delinquent penalty and interest in the amount of \$5.10 UNPAID.

Fall Installment: \$50.99 UNPAID, plus delinquent penalty and interest in the amount of \$5.10 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

37. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$50.99 UNPAID, plus delinquent penalty and interest in the amount of \$15.30 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-402-002.000-010)

38. Property Taxes are as follows:

TRACT C:

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$401.43 UNPAID, plus delinquent penalty and interest in the amount of \$40.14 UNPAID.

Fall Installment: \$401.43 UNPAID, plus delinquent penalty and interest in the amount of \$40.14 UNPAID.

Name of Taxpayer: John E. Hanlin

Land: \$34,000.00

Tax Identification No.: 38-01-15-200-001.001-01

Description: PT W 1/2 NW 1/4; 51.7273A; S15 T24 R12

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

39. Delinquent taxes for prior years in the amount of \$119.40 UNPAID, plus delinquent penalty and interest in the amount of \$119.40 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.. (Parcel #38-01-15-200-001.001-010)

40. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

41. Annual Assessment as set forth below:

Parcel #: 38-01-15-200-001.001-01

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## CHICAGO TITLE INSURANCE COMPANY

Type of Assessment: F. Grissell Ditch

Spring Installment: \$51.61 UNPAID, plus delinquent penalty and interest in the amount of \$5.16 UNPAID.

Fall Installment: \$51.61 UNPAID, plus delinquent penalty and interest in the amount of \$5.16 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

42. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$51.61 UNPAID, plus delinquent penalty and interest in the amount of \$15.48 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-200-001.001-010)
43. Delinquent Harris-Braner Ditch for prior years in the amount of \$38.80 UNPAID, plus delinquent penalty and interest in the amount of \$11.64 UNPAID. (Parcel #38-01-15-200-001.001-010) No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (NOTE: Harris-Braner Ditch wasn't assessed in 2019.)
44. Right-of-way grant dated October 10, 1892 and recorded May 26, 1893 in Miscellaneous Record 9, page 160 by and between Clarence Harris and The Buckeye Pipe Line Company, its successors or assigns, granting the right to lay, maintain and operate a pipe line or pipe lines and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line. NOTE: The exact location of said easement cannot be ascertained.
45. Electric line easement granted to Jay County Rural Electric Membership Corporation from Clarence C. Harris and Jennie F. Harris dated April 12, 1938 and recorded April 21, 1938 in Miscellaneous Record 32, page 464. NOTE: The exact location of said easement cannot be ascertained.
46. Terms and provisions of an Oil and Gas Lease, dated February 5, 1981 and recorded April 14, 1981 in Miscellaneous Record 66, pages 996-998 from Orville L. Miller to Denver Western Petroleum Corporation, said Oil and Gas Lease subsequently assigned.
47. Property Taxes are as follows:  
TRACT D:  
Tax Year: 2019  
Due and Payable: 2020  
Spring Installment: \$72.55 UNPAID, plus delinquent penalty and interest in the amount of \$7.26 UNPAID.  
Fall Installment: \$72.55 UNPAID, plus delinquent penalty and interest in the amount of \$7.26 UNPAID.  
Name of Taxpayer: John E. Hanlin  
Land: \$6,100.00  
Tax Identification No.: 38-01-15-200-011.000-010  
Description: MID PT SE 1/4 NW 1/4; S15 T24 R12; 5.88A BY SURVEY  
No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
48. Delinquent taxes for prior years in the amount of \$71.60 UNPAID, plus delinquent penalty and interest in the amount of \$21.48 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-200-011.000-010)
49. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

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# CHICAGO TITLE INSURANCE COMPANY

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

50. Annual Assessment as set forth below:

Parcel #: 38-01-15-200-011.000-010

Type of Assessment: F. Grissell Ditch

Spring Installment: \$13.61 UNPAID, plus delinquent penalty and interest in the amount of \$1.36 UNPAID.

Fall Installment: \$13.61 UNPAID, plus delinquent penalty and interest in the amount of \$1.36 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

51. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$13.61 UNPAID, plus delinquent penalty and interest in the amount of \$4.08 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-200-011.000-010)

52. Property Taxes are as follows:

TRACT D:

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$552.33 UNPAID, plus delinquent penalty and interest in the amount of \$55.23 UNPAID.

Fall Installment: \$552.33 UNPAID, plus delinquent penalty and interest in the amount of \$55.23 UNPAID.

Name of Taxpayer: John E. Hanlin

Land: \$46,900.00

Tax Identification No.: 38-01-15-300-018.001-010

Description: PT SW 1/4 & RIGHT OF WAY; S15 T24 R12; 53.14 A

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

53. Delinquent taxes for prior years in the amount of \$547.71 UNPAID, plus delinquent penalty and interest in the amount of \$164.31 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-15-300-018.001-010)

54. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

55. Annual Assessment as set forth below:

Parcel #: 38-01-15-300-018.001-010

Type of Assessment: F. Grissell Ditch

Spring Installment: \$100.13 UNPAID, plus delinquent penalty and interest in the amount of \$10.01 UNPAID.

Fall Installment: \$100.13 UNPAID, plus delinquent penalty and interest in the amount of \$10.01 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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## CHICAGO TITLE INSURANCE COMPANY

56. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$100.13 UNPAID, plus delinquent penalty and interest in the amount of \$30.03 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax in
57. Terms and provisions of an Oil and Gas Lease, dated July 19, 1924 and recorded July 21, 1924 in Miscellaneous Record 28, page 435 from Lewis W. Edmunson and Celia H. Edmunson and H. L. Barnett, said Oil and Gas Lease subsequently assigned.
58. Property Taxes are as follows:  
TRACT E:  
Tax Year: 2019  
Due and Payable: 2020  
Spring Installment: \$778.68 UNPAID, plus delinquent penalty and interest in the amount of \$77.87 UNPAID.  
Fall Installment: \$778.68 UNPAID, plus delinquent penalty and interest in the amount of \$77.87 UNPAID.  
Name of Taxpayer: John E. Hanlin  
Land: \$66,100.00  
Tax Identification No.: 38-01-16-400-009.000-010  
Description: E 1/2 SE 1/4; S16 T24 R12; 80.00A  
No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
59. Delinquent taxes for prior years in the amount of \$772.75 UNPAID, plus delinquent penalty and interest in the amount of \$231.84 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-16-400-009.000-010)
60. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)  
  
Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)
61. Annual Assessment as set forth below:  
Parcel #: 38-01-16-400-009.000-010  
Type of Assessment: F. Grissell Ditch  
Spring Installment: \$70.59 UNPAID, plus delinquent penalty and interest in the amount of \$7.06 UNPAID.  
Fall Installment: \$ 70.59 UNPAID, plus delinquent penalty and interest in the amount of \$7.06 UNPAID.  
All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
62. Delinquent F. Grissesll Ditch taxes for prior years in the amount of \$70.58 UNPAID, plus delinquent penalty and interest in the amount of \$21.18 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-16-400-009.000-010)
63. Terms and provisions of an Oil and Gas Lease, dated October 9, 1947 and recorded November 24, 1947 in Miscellaneous Record 38, pages 196-197 from Basil F. Harris and Nellie L. Harris, Jennie F. Harris to A. Murray Jones.
64. Property Taxes are as follows:  
TRACT F:

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# CHICAGO TITLE INSURANCE COMPANY

Tax Year: 2019

Due and Payable: 2020

Spring Installment: \$230.02 UNPAID, plus delinquent penalty and interest in the amount of \$23.02 UNPAID.

Fall Installment: \$230.02 UNPAID, plus delinquent penalty and interest in the amount of \$23.02 UNPAID.

Name of Taxpayer: John E. Hanlin

Land: \$18,600.00

Improvements: \$2,500.00

Tax Identification No.: 38-01-14-100-006.001-010

Description: SE 1/4 NE 1/4; S14 T24 R12; 24.699A

No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

65. Delinquent taxes for prior years in the amount of \$225.97 UNPAID, plus delinquent penalty and interest in the amount of \$67.80 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-14-100-006.001-010)

66. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable. (NOTE: Tax rates and exemptions may change from the prior year.)

67. Annual Assessment as set forth below:

Parcel #: 38-01-14-100-006.001-010

Type of Assessment: F. Grissell Ditch

Spring Installment: \$27.91 UNPAID, plus delinquent penalty and interest in the amount of \$2.79 UNPAID.

Fall Installment: \$27.91 UNPAID, plus delinquent penalty and interest in the amount of \$2.79 UNPAID.

All future assessments are not yet due and payable. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

68. Delinquent F. Grissell Ditch taxes for prior years in the amount of \$27.91 UNPAID, plus delinquent penalty and interest in the amount of \$8.37 UNPAID. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. (Parcel #38-01-14-100-006.001-010)

69. Electric line easement granted to Jay County Rural Electric Membership Corporation from E. L. Hutchins, (unmarried) single, dated May 9, 1938 and recorded June 16, 1938 in Miscellaneous Record 32, page 540. NOTE: The exact location of said easement cannot be ascertained.

70. ALL TRACTS:

Pending proceedings for a Civil Collection filed December 6, 2020, by Andy Landon, Plaintiff, against John Hanlin, Defendant, in Superior Court, Jay County, Indiana, Cause No. 38D01-CC-000182.

71. Proceedings pending in the matter of the Unsupervised Estate of John E. Hanlin, deceased, Estate No. 38C01-2102-EU-000006 of the Jay Circuit Court, wherein on February 8, 2021, Tamara K. Hanlin} was appointed and qualified to be personal representative(s). Attorney of record is Natalie Jane Booher, whose phone number is 574-643-9999.

72. Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

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## CHICAGO TITLE INSURANCE COMPANY

Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

73. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. **THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW.** Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
74. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
75. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
76. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
77. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
78. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
79. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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EXHIBIT A
Property Description

Issuing Office File No.: Pre-8-2021

TRACT A: 38-01-13-200-005.001-010

The following described real estate in Jay County, in the State of Indiana, to-wit:

The Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Twenty-four (24) North, Range Twelve (12) East, containing Forty (40) acres, more or less.

ALSO, the Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Twenty-four (24) North, Range Twelve (12) East,

EXCEPTING THEREFROM the cemetery lot located in the southeast corner thereof, containing Thirty-eight and seventy-five hundredths (38.75) acres, more or less.

ALSO EXCEPTING THEREFROM: Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Twenty-four (24) North, Range Twelve (12) East, and running thence North One hundred ninety-eight (198) feet to a point; thence East Six hundred sixty (660) feet to a point; thence South One hundred ninety-eight (198) feet to a point; thence West on the south line of said quarter section to the place of beginning and containing Three (3) acres, more or less. Containing after said exception, Seventy-five and seventy-five hundredths (75.75) acres, more or less.

ALSO EXCEPTING THEREFROM: Commencing at the southeast corner of the Northeast Quarter of Section Thirteen (13), Township Twenty-four (24) North, Range Twelve (12) East; thence West along the south line of said Section, Eighteen (18) rods (297 feet) to the point of beginning; thence continuing West on said south line, 80 feet; thence North perpendicular to said south line, Eleven and one-half (11 1/2) rods (189.75 feet); thence East parallel to the south line of said section, 80 feet; thence South 189.75 feet to the point of beginning. Containing .348 acre, more or less.

ALSO EXCEPTING THEREFROM: Part of the Northwest Quarter of Section Thirteen (13), Township Twenty-four (24) North, Range Twelve (12) East of the Second Principal Meridian, Penn Township, Jay County, Indiana, more particularly described as follows: Commencing at a railroad spike at the southwest corner of said Northwest Quarter; thence North 88 degrees 26 minutes 14 seconds East (GPS Grid bearing and basis of bearings to follow), a distance of 660.00 feet (deed) along the south line of said Northwest Quarter and within the right of way of County Road 650 North to a DuraNail with a "Miller" identification ring set on the east line of an existing tract described in Deed Record 161, pages 600 in the Office of the Recorder of Jay County, Indiana, said point also being the POINT OF BEGINNING of the herein described tract; thence North 00 degrees 20 minutes 50 seconds East, a distance of 198.00 feet (deed) along said east line to a 5/8 steel rebar with a "Miller Firm #0095" identification cap set; thence North 88 degrees 26 minutes 14 seconds East, a distance of 165.00 feet parallel with the south line of said Northwest Quarter to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set; thence South 00 degrees 20 minutes 50 seconds West, a distance of 198.00 feet to a DuraNail with a "Miller" identification ring set on the south line of said Northwest Quarter; thence South 88 degrees 26 minutes 14 seconds West, a distance of 165.00 feet along said south line and within the right-of-way of County Road 650 North to the Point of Beginning.

Containing 0.750 acres, more or less.

Containing after said exceptions 74.652 acres, more or less.

PARCEL ONE: 38-01-15-400-025.000-010

Commencing at the southwest corner of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East for a point of beginning, running thence North 2 degrees East One thousand three hundred sixteen (1316) feet to a point, then East on the south side of John Sander's ditch a distance of One thousand three hundred (1300) feet where it meets the center line of Indiana State Highway No. 1, thence South on the center line of Highway No. 1, One thousand three hundred thirty-eight (1338) feet to a point, thence North

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## CHICAGO TITLE INSURANCE COMPANY

Eighty-eight (88) degrees West One thousand three hundred three (1303) feet to the point of beginning, containing 39.27 acres, more or less.

EXCEPTING THEREFROM the below described parcels of real estate more specifically described as follows:

A part of the West Half of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East, more particularly described as follows, to-wit:

Commencing at the southeast corner of the West Half of the Southeast Quarter of Section 15, thence North 690 feet on and along the east line of said West Half to the point of beginning, thence West 400 feet to a point; thence North 225 feet parallel to the east line of said West Half to a point; thence East 400 feet to a point on the east line of said West Half; thence South 225 feet to the point of beginning, said exception containing 2.02 acres, more or less.

ALSO EXCEPTING a part of the Southwest Quarter of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East:

Commencing at the southeast corner of the Southwest Quarter of the Southeast Quarter for the point of beginning; thence South Eighty-nine (89) degrees, thirty-eight (38) minutes, thirty-four (34) seconds West Four hundred and fifty-four hundredths (400.54) feet on and along the south line of the Southeast Quarter to an iron pin; thence North Two (2) degrees, thirty (30) minutes, five (05) seconds East Seven hundred nine and ninety-six hundredths (709.96) feet to an iron pin; thence South Eighty seven (87) degrees, thirty (30) minutes, two (02) seconds East Four hundred (400) feet to a point on the east line of the Southwest Quarter of the Southeast Quarter, thence South Two (2) degrees, twenty-nine (29) minutes, fifty-five (55) seconds West Six hundred ninety (690) feet on and along the east line of the Southwest Quarter of the Southeast Quarter to the point of beginning. Said exception containing 6.428 acres, more or less.

ALSO EXCEPTING a part of the West Half of the Southeast Quarter of Section 15, Township 24 North, Range 12 East, Jay County, Indiana, described as follows:

Commencing at the northeast corner of said quarter section; thence South 63 degrees, 16 minutes, 12 seconds west 209.31 feet; thence South 74 degrees 26 minutes 55 seconds west 1,317.91 feet to station 58+00, Line "BrA" on Project ST-3938€ as shown on right of way plans on file with the Indiana Department of Transportation; thence South 4 degrees, 45 minutes 00 seconds West 815.54 feet along said line "BrA"; thence North 85 degrees 15 minutes, 00 seconds west 30 feet to the point of beginning of this description, which is where the south line of Beaver Ditch (John Sanders Ditch), meets the western boundary of said S. R. 1; thence South 4 degrees 45 minutes 00 seconds West 429.46 feet along the boundary of said S. R. 1; thence North 16 degrees 17 minutes, 15 seconds West 69.64 feet; thence North 4 degrees 45 minutes 00 seconds East 280 feet; thence North 37 degrees 31 minutes 25 seconds West 74.33 feet; thence North 4 degrees, 45 minutes, 00 seconds East 23.34 feet to the south line of said Beaver Ditch (John Sanders Ditch); thence South 89 degrees 54 minutes, 50 seconds east 75.25 feet along said south line to the point of beginning and containing 0.288 acres, more or less. Said parcel of real estate containing after said exceptions 30.534 acres, more or less.

PARCEL TWO: 38-01-15-600-020.000-010

The East Half of the Southwest Quarter and 10 rods wide off the entire east side of the West Half of the Southwest Quarter of Section 15, containing 90 acres, more or less, and, a tract of land in the southeast corner of the Northwest Quarter of Section 15 described as follows: Commencing at a point 10 rods west of the center of said section thence West 14 rods and 6 feet to a public road, thence North along the west side of said road, 12½ degrees West 22½ rods to the Balbec and Montpelier Pike, thence West along said road to a point due north of point of beginning, thence South 278 feet to point of beginning, containing 2 acres, more or less.

All of said tracts are situated in Township 24 North, of Range 12 East.

Subject also to a right of way of egress and ingress in favor of Harold L. Edmundson, his heirs and assigns described as follows: Starting at a point 24 rods west of the center of Section 15, Township 24 North, Range 12 East, at the east side of a public road, thence West on the north line of said quarter section 66 rods to the east line of a 70 acre tract off of land now owned by Harold L. Edmundson, thence South 2 rods, thence East 66 rods, thence North 2 rods to the place of beginning, containing .083 of an acre, more or less.

Containing in all, exclusive of said right of way, 122.534 acres, more or less.

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# CHICAGO TITLE INSURANCE COMPANY

TRACT B: 38-01-15-402-002.000-010

Commencing at the northwest corner of the West Half of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East, running thence East along the north line thereof 36 1/3 rods; thence South 12 rods; thence East 23 1/3 rods, thence South 11 13/25 rods, thence East 16 9/25 rods to the center of the Camden and Balbec Turnpike; thence South along said turnpike about 88 1/2 rods to the south end of a strip of land sold to James Sutton; thence East 1 rod and 10 links to the east line of said half quarter section; thence South on said east line to a point 8 rods north of the southeast corner of said half quarter section, thence West 10 rods, thence South 8 rods to the south line of said half quarter section; thence West 70 rods to the southwest corner thereof; thence North to the place of beginning, containing 73.89 acres, more or less being the same premises conveyed to the party of the first part by Leon J. Wehrly, Sheriff of Jay County, Indiana, by deed dated August 12, 1932 and recorded in Book 80 of Deeds of Jay County, Indiana, page 341,

ALSO Lot "Z" in the town of Balbec, Penn Township, Jay County, Indiana, being part of the West Half of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East, containing One half acres of land more or less,

being the same premises conveyed by Maude Lauthers to The Mutual Benefit Life Insurance Company on May 9, 1938 and recorded in Book 83 of deed for Jay County, Indiana, page 483 containing in both tracts 74.39 acres, more or less.

ALSO, beginning at the southeast corner of the West Half of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East and running thence West Ten (10) rods; thence North Eight (8) rods; thence East Ten (10) rods, thence South on and along the gravel road Eight (8) rods to the place of beginning, containing 1/2 acre, more or less.

ALSO, beginning at a point on the half section line running east and west through the center of Section 15, Township 24 North, Range 12 East, 16 1/2 rods east of the southwest corner of the West Half of the Northeast Quarter of Section 15, Township 24 North, Range 12 East; thence North 8 rods and 19 links to the center of the Balbec and County line turnpike, thence South 74 degrees east 20 rods and 5 links; thence West 19 rods and 5 links to the place of beginning, containing .67 of an acre.

EXCEPTING: Commencing at the southwest corner of the Southeast Quarter, Section, Township and Range aforesaid and running thence North 2 degrees east 1316 feet to a point; thence East on the south side of the John Sanders ditch a distance of 1300 feet where it meets the center line of Indiana State Highway No. 1; thence South on the center line said Highway No. 1, 1338 feet to a point; thence North 88 degrees West 1303 feet to the place of beginning, containing in said exception 39.27 acres, more or less.

ALSO EXCEPT: A part of the West Half of the Southeast Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East, more particularly described as follows, to-wit: Commencing at the northwest corner of the West Half of the Southeast Quarter, Section, Township and Range aforesaid, and running thence East on and along the north line thereof Two hundred seventy-one (271) feet; thence South parallel with the west line of said West Half of the Southeast Quarter; Two hundred and seventy-one (271) feet; thence West Two hundred and seventy-one (271) feet to a point on the west line thereof; thence North on and along the west line Two hundred and seventy-one (271) feet more or less to the place of beginning, containing 1.69 acres, more or less.

Subject to a right-of-way Sixteen (16) feet wide over the real estate lying East of and north of the above-described 1.69 acre exception, as an outlet to the road known as "The Balbec Road," which right-of-way shall run with the land and was first described in a deed recorded in Deed Record 124, page 99 in the Office of the Jay County Recorder.

Containing in all after said exceptions 33.43 acres, more or less.

ALSO EXCEPT: A part of the West Half of the Southeast Quarter of Section 15, Township 24 North, Range 12 East, Jay County, Indiana, described as follows: Commencing at the northeast corner of said quarter section; thence South 63 degrees 16 minutes 12 seconds West 209.31 feet; thence South 74 degrees 26 minutes 55 seconds West 1,317.91 feet to Station 58+00, line "BrA" on Project ST-3938(E) as shown on the right of way plans on file with the Indiana Department of Transportation; thence South 4 degrees 45 minutes 00 seconds West 440.00 feet along said Line "BrA"; thence North 85 degrees 15 minutes 00 seconds West 30.00 feet to the western boundary of said S.R.1 and the point of beginning of this description; thence South 4 degrees 45 minutes

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# CHICAGO TITLE INSURANCE COMPANY

00 seconds West 375.54 feet along said boundary to the south line of Beaver Ditch (John Sanders Ditch); thence North 89 degrees 54 minutes 50 seconds West 75.25 feet along said south line; thence North 4 degrees 45 minutes 00 seconds East 71.66 feet; thence North 49 degrees 45 minutes 00 seconds East 70.712 feet; thence North 4 degrees 45 minutes 00 seconds East 190.00 feet; thence North 24 degrees 24 minutes 14 seconds East 74.33 feet to the point of beginning and containing 0.305 acres, more or less.

### TRACT C: 38-01-15-200-001.001-010

All that part of the West Half of the Northwest Quarter of Section Fifteen (15), Township Twenty-four (24) North of Range Twelve (12) East, lying and being north of the center of the Camden and Montpelier State Road, containing Fifty-five (55) acres, more or less.

**EXCEPT THEREFROM:** A part of the West Half of the Northwest Quarter of Section 15, Township 24 North, Range 12 East, bounded and described as follows:

Commencing at the southwest corner of the northwest quarter of said Section 15 and going north along the section line a distance of 1047.5 feet to the intersection of the center line of a county highway; thence southeasterly along the center line of said highway a distance of 1193.0 feet to an iron stake marking the place of beginning; thence north, making an angle enclosed in this tract of 102 degrees 20' a distance of 229.3 feet to an iron stake; thence southeasterly making an enclosed angle of 77 degrees 40' a distance of 190.0 feet to an iron stake; thence south, making an enclosed angle of 102 degrees 20' a distance of 229.3 feet to an iron stake in the center of said county highway; thence northwesterly along said highway center line, making an enclosed angle of 77 degrees 40' a distance of 190.0 feet to the place of beginning, containing 1.00 acre.

**ALSO EXCEPT THEREFROM:** A part of the West Half of the Northwest Quarter of Section 15, Township 24 North, Range 12 East in Penn Township, Jay County, Indiana and being more particularly described as follows: Commencing at the southwest corner of the Northwest Quarter of said Section 15 and going north along the section line a distance of 1047.5 feet to the intersection of the center line of a county highway; thence Southeasterly along the center line of said highway a distance of 1030.65 feet to the point of beginning of this description; thence S76 degrees 30'00"E (bearing assumed) along said center line, 162.35 feet to a P.K. nail set; thence N00 degrees 00'00"E, 229.30 feet to an iron pin set; thence S76 degrees 30'00"E, 190.00 feet to an iron pin set on the east property line of parcel being surveyed; thence N00 degrees 00'40"W, 238.80 feet to an iron pin set; thence S88 degrees 40'29"W, 323.82 feet to an iron pin set on the northwest corner of parcel being surveyed; thence S02 degrees 51'00"W, 378.82 feet to the place of beginning of this description, containing in all, 2.2727 acres, more or less.

Containing after said exceptions 51.7273 acres, more or less.

### TRACT D: 38-01-15-200-011.000-010 & 38-01-15-300-018.001-010

Beginning at the southeast corner of the West Half of the Northwest Quarter of Section Fifteen (15) in Township Twenty-four (24) North, Range Twelve (12); thence West Twenty-four (24) rods and (4) links; thence North Forty-five (45) rods and Fourteen (14) links to the center of the Public Highway known as the Camden, Balbec and County Line Turnpike; thence South Seventy-six and one-half (76 1/2) degrees east along the center line of the aforesaid Public Highway Twenty-six (26) rods and Five (5) links; thence South Thirty-eight (38) rods and Eleven (11) links to the place of beginning, containing Six and thirty-four hundredths (6.34) acres.

**ALSO,** beginning at the southwest corner of the East Half of the Northwest Quarter of Section, Township and Range aforesaid, thence North Thirty-eight (38) rods and Eleven (11) links to the center of the Camden, Balbec and County Line Turnpike; thence South Seventy-six and one-half (76 1/2) degrees east Four (4) rods and Nine (9) links; thence South Thirty-seven (37) rods and Five (5) links; thence West Four (4) rods and Six and one-half (6 1/2) links to the place of beginning, containing one (1) acre.

**ALSO,** the West Half of the Southwest Quarter of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East

, **EXCEPT THEREFROM** Ten (10) acres of even width off of the entire east side thereof, containing after said exception Seventy (70) acres, more or less, situated in Jay County, Indiana.

**ALSO,** a right-of-way of ingress and egress to said above described Seventy (70) acres over and along the north section of said quarter section, described as follows:

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72C276A

ALTA Commitment for Title Insurance 8-1-16

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## CHICAGO TITLE INSURANCE COMPANY

Starting at a point twenty-four (24) rods west of the center of Section Fifteen (15), Township Twenty-four (24) North, Range Twelve (12) East at the east side of public road and running thence West on the north line of said quarter section Sixty-six (66) rods more or less to the east side of the above described Seventy acre tract; thence South Two (2) rods; thence East Sixty-six (66) rods; thence North Two (2) rods to the place of beginning.

EXCEPTING THEREFROM: Commencing at a cornerstone at the northwest corner of the southwest quarter of Section 15, Township 24 North, Range 12 East; thence east along the north line of the southwest quarter a distance of Six hundred ten and eighty-one hundredths (610.81) feet to an iron pin for the point of beginning; thence N 89 degrees 53' 45" East along the North line of the Southwest Quarter a distance of Three hundred nineteen and forty-four hundredths (319.44) feet to an iron pin; thence S 00 degrees 52' 45" West a distance of Seven hundred fifty (750) feet to an iron pin; thence S 89 degrees 53' 45" West parallel with the north line of the SW 1/4 a distance of Three hundred nineteen and forty-four hundredths (319.44) feet to an iron pin; thence N 00 degrees 52' 45" East a distance of Seven hundred fifty (750) feet to the point of beginning.

Containing 5.49 acres, more or less.

Subject to an easement and right of way for ingress and egress to the above-described 5.49 acres exception (said easement and right of way to run with the said 5.49 acres) said easement and right of way to be over and across the following described real estate: 30 feet off the entire west side of the following tract:

Beginning at the southeast corner of the West Half of the Northwest Quarter of Section Fifteen (15) in Township Twenty-four (24) North, Range Twelve (12) East, thence West Twenty-four (24) rods and four (4) links; thence North Forty-five (45) rods and fourteen (14) links to the center of the Public Highway known as the Camden, Balbec and County Line Turnpike; thence South Seventy-six and one-half (76 1/2) degrees east along the center line of the aforesaid Public Highway Twenty-six (26) rods and five (5) links; thence South Thirty-eight (38) rods and eleven (11) links to the place of beginning, containing Six and thirty-four hundredths (6.34) acres.

ALSO EXCEPTING THEREFROM: A part of the Southwest Quarter of Section 15, Township 24 North, Range 12 East, Jay County, Indiana and described as follows, to-wit:

Commencing at a found rebar marking the northwest corner of the Southwest Quarter of Section 15, Township 24 North, Range 12 East, Jay County, Indiana thence North 89 degrees 51 minutes 43 seconds East 610.39 feet (610.81' rec) to a found pipe, thence South 00 degrees 50 minutes 43 seconds West 949.64 feet to a found rebar, thence South 89 degrees 51 minutes 00 seconds West 65.00 feet to a rebar set, thence North 00 degrees 50 minutes 36 seconds East 474.93 feet to a rebar set, thence South 89 degrees 51 minutes 30 seconds West 554.59 feet to a rebar set on the west line of said Southwest Quarter, thence North 01 degrees 57 minutes 20 seconds East 475.00 feet to the point of beginning and containing 7.41 acres, more or less.

Containing after said exception 59.02 acres, more or less.

TRACT E: 38-01-16-400-009.000-010

The East Half of the Southeast Quarter of Section Sixteen (16), Township Twenty-four (24) North, Range Twelve (12) East, containing in said entire tract Eighty (80) acres, more or less.

TRACT F: 38-01-14-100-006.001-010

Part of the Northeast Quarter of Section 14, Township 24 North, Range 12 East of the Second Principal Meridian, Penn Township in Jay County, Indiana, more particularly described as follows:

Commencing at a railroad spike at the Southeast corner of said Northeast Quarter; thence North 00 degrees 20 minutes 50 seconds East (GPS Grid bearing and basis of bearings to follow), a distance of 271.55 feet along the East line of said Northeast Quarter and within the right-of-way of County Road 750 West to a DuraNail with a "Miller" identification ring set at the POINT OF BEGINNING of the herein described tract; thence North 83 degrees 00 minutes 57 seconds West, a distance of 696.36 feet to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set; thence North 06 degrees 54 minutes 15 seconds East, a distance of 288.10 feet to a 12" wood post; thence North 88 degrees 17 minutes 16 seconds West, a distance of 655.34 feet to the West line of the Southeast Quarter of said Northeast Quarter; thence North 00 degrees 27 minutes 35 seconds East, a distance of 618.61 feet along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the North line of the Southeast Quarter of said Northeast Quarter; thence North 88 degrees 33 minutes 28 seconds East, a distance of 1313.38 feet along said North line to a DuraNail with a "Miller" identification ring set;

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ALTA Commitment for Title Insurance 8-1-16

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## CHICAGO TITLE INSURANCE COMPANY

thence South 00 degrees 20 minutes 50 seconds West, a distance of 1041.94 feet along said East line and within the right-of-way of County Road 750 West to the Point of Beginning.  
Containing 24.699 Acres, more or less.

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**ALTA Commitment for Title Insurance 8-1-16**

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## CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. Grantor to John E. Hanlin  
Edmundson Homestead Farm LLC by deed dated and recorded on in the Official Records of the Jay  
County Recorder.

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ALTA Commitment for Title Insurance 8-1-16



MISCELLANEOUS RECORD No. 37 p 582

36725 MPA-127

NO. 31619. ✓ INDIANA DEPARTMENT OF CONSERVATION-----EDWINA HANLIN.

Form Approved By  
Indiana Attorney  
General: 6/10/46

FARMER - STATE COOPERATIVE AGREEMENT  
FOR  
WILDLIFE HABITAT RESTORATION PROGRAM

THIS AGREEMENT entered into this 5 day of February 1947, by the INDIANA DEPARTMENT OF CONSERVATION by its DIVISION OF FISH AND GAME hereinafter called the STATE, and Edwina Hanlin owner of the real estate herein described for his heirs, administrators, and assigns hereinafter called the OWNER, WITNESSETH:

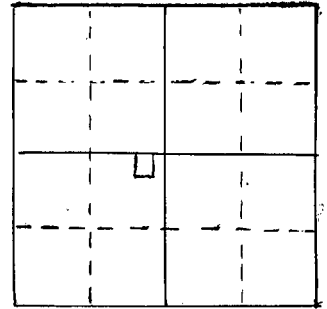
Purpose 1. That the parties hereto agree to cooperate to effectuate the development and maintenance of a food, cover, and nesting unit for wildlife on the real estate herein described under the provisions of the Copperative Wildlife Habitat Restoration Program, Indiana Project D-6:

Consideration 2. That any benefits of whatsoever nature or kind, inuring, or reasonably expected to inure, to any party hereto, by reason of this agreement, shall be deemed by that party sufficient consideration for the performance, or the promise to perform, any act required of such party by this agreement:

Lease & Term 3. That the OWNER in consideration of the premises and of the sum of \$1.00 receipt of which is hereby acknowledged, does hereby lease, let and demise to the State for the term of ten years the following described real estate to-wit:

Scale: 1 inch = 160 rods

Acres: 1.71 (More or less)



Quarter: NE 1/4 of SW 1/4

Section: 15

Township: 24N

Range: 12E

County: Jay

Nearest Town: Balbec

said area being more particularly described on a plat marked Exhibit A and dated the same date herewith.

Obligations 4. That the State agrees to use the above described area for the purpose of the STATE defined in Paragraph 1 and agrees:

Survey (a) to pay all costs of surveying and measuring the above described area that is required; and

Seeds (b) to furnish all seeds, vines, shrubs, and trees that it may require to be planted on said area; and

Signs (c) to furnish such signs as may be required to be erected on said area; and

Fencing (d) by a separate contract with the OWNER to pay for the acquisition and construction of all fencing that may be required to be erected on said area; and

Release (e) to execute and record a release of the above described area if this lease is legally terminated before its expiration.

Obligations of the OWNER 5. That the OWNER will furnish the labor and equipment necessary to the establishment, development and maintenance of the above described area for the purposes herein stated and agrees:

Fencing (a) That by a separate contract with the State, the OWNER will acquire and construct all necessary fencing as directed by and according to plans and specifications furnished by the STATE, and

Planting (b) that he will plant and tend said area according to the plans furnished by the STATE; and

Maintenance (c) that he will care for and maintain said area, and the fence and signs around the area under the supervision of the STATE; and

Hunting (d) that the STATE may close the above described area as a wildlife sanctuary during the term of this lease; and that the remainder of his farm will not be closed as a wildlife sanctuary, and he will permit hunting under such rules and restrictions as he imposed upon hunters prior to this agreement; and

Fire-Grazing (e) That he will take reasonable care to prevent damage to the area by fire and to prevent his domestic stock from grazing on the above described area.

# MISCELLANEOUS RECORD No. 37

Duplicate 6. This lease and agreement is executed in duplicate and each copy thereof shall be deemed an original.

583

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

### INDIANA DEPARTMENT OF CONSERVATION

STATE By Donald R. Hughes  
Director, Division of Fish & Game  
Donald R. Hughes

#### OWNER

Husband  
Edwina Hanlin  
Wife  
Edwina Hanlin  
R.R. Pennville, Indiana  
Post Office Address

State of Indiana  
County of Marion SS

#### STATE ACKNOWLEDGMENT

Before me, this 10th day of February 1947 personally appeared Donald R. Hughes, known by me to be the Director of the Division of Fish and Game of the Department of Conservation of the State of Indiana, and as such director acknowledges the execution of the above and foregoing instrument.

(L.S.) Elvie Murtaugh  
My commission expires: 2/15/48 Notary Public Elvie Murtaugh

State of Indiana  
County of Kosciusko SS

#### OWNER ACKNOWLEDGMENT

Before me, this 5 day of February 1947 personally appeared Edwina Hanlin, known by me to be the owner of the real estate which is above described, and as such owner acknowledges the execution of the above and foregoing instrument.

(L.S.) Ralph H. Plumb, Jr.  
My commission expires: Dec. 17, 1949 Notary Public Ralph H. Plumb Jr.

Filed February 25th, 1947 at 8:30 o'clock A.M.

*Gera D. Enrich, R.J.C.*

### NO. 31635. FAIRVIEW COLLIERIES CORPORATION ---- SHELL OIL COMPANY

#### PIPE LINE (Only) EASEMENT

STATE OF INDIANA)  
COUNTY OF JAY )SS:

#### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned FAIRVIEW COLLIERIES CORPORATION, an Indiana Corporation, (hereinafter styled "Grantor," whether one or more), for and in consideration of the sum of Twenty five and 00/100 Dollars (\$25.00) in hand paid by SHELL OIL COMPANY, Incorporated, the receipt whereof is hereby acknowledged, doth hereby grant and convey unto SHELL OIL COMPANY, Incorporated, a corporation organized under the laws of the State of Virginia (hereinafter called "Grantee"), its successors and assigns, the right, either as a common or private carrier, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof, over, through, under and across Grantor's land situated in the County of Jay and State of Indiana, said tract of land being described as follows, to-wit:

A strip of land 50 feet wide across the abandoned right of way of the Muncie and Portland Traction Company located in the East Half of the Northwest Quarter of Section 15, Township 22 North, Range 12 East, and being 25 feet on each side of the 8 inch pipe line as presently constructed and being operated and maintained on the premises herein described.

Together with rights of ingress and egress to and from said line or lines, or any of them for the purpose aforesaid; and as to the rights hereby granted, all rights of homestead are hereby released and waived. The Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted, and the Grantee, its successors and assigns, hereby agree to pay any damages which may arise to crops, timber, fences or buildings, of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed; and the award of such three persons, or any two of them, shall be final and conclusive. The costs of such arbitration shall be borne equally by Grantor and Grantee.

Should more than one pipe line be laid under this grant, at any time, an additional consideration equal to the consideration hereinabove recited, shall be paid for each line so laid after the first line.

## MISCELLANEOUS RECORD No. 32 p 539

No. 8657.

MUTUAL BENEFIT LIFE INS. CO. TO INDIANA GENERAL SERV. CO.

State Of New Jersey, County of Essex, SS: This Indenture, made this 24th day of March, A.D. 1938, by and between THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation of the State of New Jersey, located in the City of Newark, State of New Jersey, party of the first part, and INDIANA GENERAL SERVICE COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part,

Witnesseth That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, and the promises and agreements of the party of the second part hereinafter specifically set forth, hereby grants, bargains, sells and conveys unto the party of the second part the right and authority to erect, maintain, replace and renew 2 anchors in the locations hereinafter particularly described, upon the following described land situated in the County of Jay and State of Indiana, to wit:

Commencing at the Northwest corner of the West Half of the Southeast Quarter of Section 15, Township 24 North, Range 12 East, running thence East along the north line thereof 36-1/3 rods, thence South 12 rods, thence East 23-1/3 rods, thence South 11-13/25 rods, thence East 16-9/25 rods to the center of the Camden and Balbeck Turnpike, thence southerly along said turnpike about 88-1/2 rods to the south end of a strip of land sold to James Sutton, thence East 1 rod and 10 links to the east line of said half quarter section, thence South on said east line to a point 8 rods North of the southeast corner of said half quarter section, thence West 10 rods, thence South 8 rods to the south line of said half quarter section, thence West 70 rods to the southwest corner thereof, thence north to the place of beginning, containing 74 acres more or less.

This easement is limited to 2 anchors and the necessary guys for the bracing and support of 2 poles in the electric transmission line of the party of the second part erected or to be erected, as shown on blueprint hereto attached and made part hereof, upon the true westerly road fence line of the public highway right of way which runs along the easterly side of said hereinabove described land; 1 anchor to be located 1 foot inside of the fence line of said highway and 60 feet north of the southeast corner of said hereinabove described tract, and the other anchor to be located 10 feet inside of the fence line of said highway and 75 feet south of the northeast corner of said hereinabove described tract; all as shown on said blueprint attached hereto and made part hereof. The intention of this instrument is that the party of the second part shall be limited to an easement for the erection and maintenance of said 2 anchors and guys in the locations shown and designated on said blueprint attached hereto.

Together with the right of ingress and egress for the purpose of erecting, maintaining, repairing, replacing and renewing the said 2 anchors and guys, provided, however, that the places of ingress and egress shall be at such points where such ingress and egress shall do the least damage to the crops and premises of the party of the first part, and provided further that the party of the second part, its successors and assigns, shall pay to the party of the first part, its successors and assigns, and to the tenant or tenants of the said party of the first part for the time being, all reasonable damages to growing crops, fences and improvements which said party of the first part, its successors and assigns and its tenant or tenants may respectively sustain by the erection, maintenance, repair, replacement or renewal of the said 2 anchors and guys.

To Have And To Hold unto the said party of the second part, its successors and assigns so long as the said anchors shall continue to be used for the support of said electric transmission line, but, in the event that said line shall be abandoned, said right and privilege shall cease.

This grant is intended as a right of way easement only and the party of the first part reserves from the operation of this instrument all rights and interest in and to said real estate not herein and hereby given or granted; it being particularly understood that the party of the first part, its successors and assigns and tenants shall have the right to cultivate and use the ground adjacent to said anchors for any purpose not inconsistent with the rights hereby granted to said party of the second part.

It is expressly understood and agreed by and between the parties hereto that the said party of the second part shall have no rights in the property of the party of the first part above described, except such as have been expressly granted to it by this instrument, and said party of the second part, by the acceptance of this instrument, agrees that it will claim no rights inconsistent with this grant.

The said party of the second part, by the acceptance of this grant and as part of the consideration therefor, agrees to furnish said party of the first part, its successors and assigns, if said party of the first part, its successors and assigns so desire, with electric current or energy according to the tariffs and standard terms and conditions on file with the Public Service Commission of Indiana.

In Witness Whereof the party of the first part has caused this instrument to be signed by its Vice-President and attested by its Secretary, and its corporate seal to be hereto affixed the day and year first above written.

(Corporate Seal) THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

Attest: Harry H. Allen, Secretary. By Herman G. Hornfeck, Vice-President.

State of New Jersey, County of Essex, SS: Be it remembered that on the 28 day of March 1938, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Herman G. Hornfeck, Vice-President of THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, and acknowledged the execution of the foregoing instrument on behalf of said Company as the voluntary act and deed of said Company for the uses and purposes therein set forth, and that he had been duly authorized to execute the same on behalf of said Corporation.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Gustav A. Hornfeck, Notary Public in New Jersey.

My commission expires March 20, 1939. (L.S.)

Filed June 8, 1938 at 9:00 o'clock A.M.

*Maisy B. Heller R.J.C.*



STATE OF INDIANA  
COUNTY OF JAY SS:

I, the undersigned a notary public in and for said county in State aforesaid, here by certify that Lewis W. Edmundson and Celia H. Edmundson whose names are signed to the foregoing conveyance, and who are both known to me, acknowledge before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this the 19th day of July A.D., 1924.

James R. Fleming.  
Notary Public Jay County.

My com expires  
Nov. 23-1926. (L.S.)

Filed July 21, 1924 at 9:00 o'clock A.M.

*L. J. Tucker* *Notary* ✓

#1696 *Assigned on Page 436*  
LEWIS W. EDMUNSON T TO H.K. BARNETT.

THIS AGREEMENT Made and entered into 19th day of July 1924 by a nd between Lewis W. Edmundson and Celia H. Edmundson his wife party of the first part, hereinafter called lessor (whether one or more) and H.L. Barnett party of the second part, lessee WITNESSETH, That the said lessor for and in consideration of One Dollar and other valuable consideration, in hand paid receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid kept a nd performed, has granted, demised leased and let and by these presents does grant demise a lease and let unto the said lessee for the sole and on ly purpose of drilling and operating for oil and gas and laying pipe lines, and building tanks power stations and structures thereon to produce, save and take care of said products all that certain tract of land situated in the County of Jay State of Indiana, described as follows to-wit

West half of the South west quarter of section Fifteen (15) Township Twenty four (24) Range Twelve (12) Containing Eighty (80) acre more or less.

It is agreed that this lease shall remain in force for a term of one (1) years from this date, and as long thereafter as oil or gas or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees 1st. To deliver to the credit of the lessor, free of cost in the pipe line to which he may connect his wells the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor Fifty (\$50.00) Dollars each year, quarterly in advance for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such wells for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his risk and expense, provided however the amount of free gas which the lessor may use, is hereby limited to 100,000 cubic feet per annum.

Provided also that whenever any gas well produces at a rate less than 100,000 cubic feet of gas per day then the rental here provided for shall cease, the lessor however may still avail himself of the free gas herein provided for. If no well be commenced on said land on or before the 19th day of September 1924 the lease shall terminate as to both parties, unless the lessee shall pay or tender to the lessor, or to the lessor's credit in the Peoples State Bank at Pennville, Indiana or its successors, which shall continue as depository regardless of changes in the ownership of said land the sum of Ten (\$10.00) Dollars monthly, in advance, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 10 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted, to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury pipe lines below plow depth on tillable land.

No well shall be drilled nearer than 200 feet to the house or barn premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assignment in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessor until after the lessee has been furnished with a written transfer or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

The lessee shall have the right to remove all his property at any time, and may at any time, on payment of \_ Dollar to the lessor, surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

IN TESTIMONY WHEREOF, We sign, this the 19th day of July 1924.

Celia H. Edmundson (SEAL)  
Lewis W. Edmundson (SEAL)

STATE OF INDIANA  
COUNTY OF JAY SS:

I, the undersigned a notary public in and for said county in state aforesaid, here by certify that Lewis W. Edmundson and Celia H. Edmundson whose names are signed to the foregoing conveyance, and who are both known to me, acknowledge before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this the 19th day of July, A.D. 1924.  
James R. Fleming.

# WARRANTY DEED

Project ST 338(E)  
Code 2583  
Parcel 2

#32

This Indenture Witnesseth, That EDWINA D. HANLIN, ADULT FEMALE, A/K/A EDWINA HANLIN

of JAY County, in the State of INDIANA Convey and Warrant to

the STATE OF INDIANA for and in consideration of FIVE-HUNDRED - SEVENTY-FIVE AND NO/100 (\$575.00) Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in Jay County in the State of Indiana, to wit:

A part of the West Half of the Southeast Quarter of Section 15, Township 24 North, Range 12 East, Jay County, Indiana, described as follows: Commencing at the northeast corner of said quarter section; thence South 63 degrees 16 minutes 12 seconds West 209.31 feet; thence South 74 degrees 26 minutes 55 seconds West 1,317.91 feet to Station 58+00, Line "BrA" on Project ST-3938(E) as shown on right of way plans on file with the Indiana Department of Transportation; thence South 4 degrees 45 minutes 00 seconds West 815.54 feet along said Line "BrA"; thence North 85 degrees 15 minutes 00 seconds West 30.00 feet to the point of beginning of this description, which point is where the south line of Beaver Ditch, (John Sanders Ditch), meets the western boundary of said S.R. 1: thence South 4 degrees 45 minutes 00 seconds West 429.46 feet along the boundary of said S.R. 1; thence North 16 degrees 17 minutes 15 seconds West 69.64 feet; thence North 4 degrees 45 minutes 00 seconds East 280.00 feet; thence North 37 degrees 31 minutes 25 seconds West 74.33 feet; thence North 4 degrees 45 minutes 00 seconds East 23.34 feet to the south line of said Beaver Ditch (John Sanders Ditch); thence South 89 degrees 54 minutes 50 seconds East 75.25 feet along said south line to the point of beginning and containing 0.288 acres, more or less.

#12342  
RECEIVED FOR RECORD  
at 10:25 o'clock A.M.  
Record 159 Page 449-450

Paid by Warrant No. 133524  
Dated 2-15-91

FEB 27 1991

Barbara L. Blackford  
Recorder, Jay County

ENTERED FOR TAXATION  
3-27-91  
Marilyn Coleman  
AUDITOR JAY COUNTY/IL

Land and improvements \$ 350.00, Damages \$ 225.00, Total consideration \$ 575.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.  
It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said GRANTOR  
has hereunto set HER hand and seal, this 30th day of October 1990

(Seal) \_\_\_\_\_ (Seal)  
(Seal) + Edwina D. Hanlin (Seal)  
(Seal) EDWINA D. HANLIN, (ADULT FEMALE) (Seal)  
(Seal) \_\_\_\_\_ (Seal)

Interests in land acquired \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
for State Highway by \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
Indiana Department of Transportation  
100 North Senate Avenue \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
Indianapolis, IN 46204-2249

4-18-90saw



This Instrument Prepared by Kathleen D. Zuman, D.A.L.  
As per information from Highway Department #12342  
Dep. Attorney General  
BOOK 159 PAGE 449

STATE OF IND ..... unty, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this.....  
day of....., A. D. 19.....; personally appeared the within named.....  
..... Grantor..... in the above conveyance, and acknowl-  
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires..... Notary Public

STATE OF INDIANA, Jay County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this 30TH  
day of October, A. D. 1990; personally appeared the within named EDWINA  
D. HANLIN (ADULT FEMALE)  
..... Grantor..... in the above conveyance, and acknowl-  
edged the same to be HER voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires 5-10-93  
John H. Brooke  
Notary Public  
JOHN H. BROOKE OF DELAWARE COUNTY  
County, ss:

STATE OF INDIANA,.....  
Before me, the undersigned, a Notary Public in and for said County and State, this.....  
day of....., A. D. 19.....; personally appeared the within named.....  
..... Grantor..... in the above conveyance, and acknowl-  
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires..... Notary Public

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this transaction, this..... day of....., 19.....

..... (Seal) ..... (Seal)  
..... (Seal) ..... (Seal)

State of Indiana } ss:  
County of Jay }  
Personally appeared before me Edwina Hanlin  
.....  
..... above named and duly acknowledged the execution of the above release  
the 30 day of October, 1990  
Witness my hand and official seal.  
My Commission expires 5-15-93  
John H. Brooke  
Notary Public

<b>WARRANTY DEED</b>	FROM	TO
	<b>STATE OF INDIANA</b>	
Received for record this.....	day of....., 19.....	at..... o'clock..... m, and
Recorded in Book No.....	page.....	Recorder..... County.....
Endorsed NOT TAXABLE this.....	day of....., 19.....	Auditor..... County.....
Division of Land Acquisition Indiana Department of Highways		

BOOK 159 PAGE 450 #12342

Clarence Harris.

Right of Way

Balbec Ind.

Dated October 10th, 1892.

to

Recorded May 26, 1893.

The Buckeye Pipe

Miscellaneous Record No. 9 Page 160

Line Company

Consideration: \$5.00

Lima Division

Lease:

its successors

The right of way to lay,

or assigns.

maintain, operate and remove

a pipe line for transportation

of oil and erect maintain and operate a telegraph line, if the same

shall be found necessary, on, over and through my lands, situate in

the 15th Section Range 24th Township of Jay County, State of Indiana

bounded and described as follows: North by land of E. Birdsell

East by land of Wm Criestline South by land of Public Road, West

by land of Public Road with ingress and egress to and from the same.

The said C. Harris to fully use and enjoy the said premises except

for the purpose hereinbefore granted to the said The Buckeye Pipe

Line Company which hereby agrees to pay any damages which may arise

to crops and fences from the laying, maintaining and operating said

pipe line, said damages if not mutually agreed upon, to be ascertain-

ed and determined by three disinterested persons, one thereof to

be appointed by the said C. Harris heirs or assigns, one by The

Buckeye Pipe Line Company, its successors or assigns, and the third

by the two so appointed as aforesaid, and the award of such three

persons shall be final and conclusive. And it is hereby further

agreed that the said The Buckeye Pipe Line Company, its successors

or assigns, may at any time lay a second line of pipe alongside of

the first line as herein provided, upon the payment of damages to

crops and fences, and subject to the same conditions: The line to

be layed along the public road on the West side of said premises.

Line \_\_\_\_\_

C.C. Harris

JAY COUNTY ABSTRACT COMPANY

H44

Signed Sealed and delivered in presence of C.E. Lanphier  
Approved J B Barbour Supt.  
Acknowledged by C.C. Harris before Joe H. Twibell, Notary Public,  
Blackford County, Indiana on October 18, 1892. (L.S.)

JAY COUNTY ABSTRACT COMPANY

#45  
32p 464-

JAY COUNTY ABSTRACT COMPANY

and of CLARENCE C. HARRIS and JENNIE F. HARRIS, husband and wife, of the county and state of Indiana, County of Jay, SS.: Know All Men By These Presents That we, Clarence C. Harris and Jennie F. Harris; husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jay County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 55 acres situated in Part W $\frac{1}{2}$  of the NW quarter of Sec. 15 in Twp. 24 N, in Range 12 E, in Jay County, Indiana, about  $\frac{1}{2}$  mile west from the town of Balbec, and lying between the farm of Forrest Bradshaw on the East and the farm of John Sutton on the west,

and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free

and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 12 day of Apr., 1938.

Clarence C. Harris

Jennie F. Harris

JAY COUNTY ABSTRACT COMPANY  
State of Indiana, County of Jay, SS: Before me, the undersigned notary public in and for said county and state on the 12 day of Apr., 1938, personally appeared Clarence C. Harris and Jennie F. Harris and duly acknowledged the execution of foregoing easement.

Claude C. Dragoo, Notary Public.

My commission expires: Dec. 31, 1941. (L.S.)

Filed April 21, 1938 at 2:00 o'clock P.M.

Miscellaneous Record No. 32 Page 464.

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EXHIBIT "A",

attached thereto and made a part thereof that certain Oil and Gas Lease dated February 5th, 1961 by and between Orville L. Miller, a married man dealing in his sole and separate property, as lessor and Denver Western Petroleum Corporation, as lessee, to-wit;

Thirty (30) acres off the entire south end of the east half of the southeast quarter of Section 9, Township 24 North, Range 12 East, 2nd P.M., Jay County, Indiana.

Part of Section 9, Township 24 North, Range 12 East, 2nd P.M., Jay County, Indiana, more particularly described as follows:

Beginning 1007 feet north of the southeast corner of Section 9, thence north 1007 feet along the section line, thence west 1320 feet, thence in a southerly direction 1007 feet, thence in an easterly direction 1320 feet to the place of beginning, containing thirty (30) acres more or less;

ALSO, beginning 2014 feet north of the southeast corner of section 9, thence west 528 feet, thence north 660 feet, thence east 528 feet, thence south 660 feet to the place of beginning, containing eight (8) acres more or less.

Township 24 North, Range 12 East, 2nd P.M.  
Section 10: W $\frac{1}{2}$ SW $\frac{1}{4}$

All that part of the West half of the Northwest Quarter of Section 15, Township 24 North, Range 12 East, lying and being north of the center of the Camden and Montpelier State Road, Containing Fifty-five (55) acres, more or less.

Being all that part of the southeast quarter of the northeast quarter of Section 22, Township 24 North, Range 12 East, in said county and state, lying east of the Cincinnati, Bluffton and Chicago Railroad Company's right-of-way, and containing thirty (30) acres, more or less.

ALSO, that part and parcel of the southeast quarter of the northeast quarter of Section 22, Township 24 North, Range 12 East, being a strip of land 66 feet wide extending across the lands formerly owned by one Daniel A. Trefs in the northeast quarter of said section, township and range aforesaid, the center line of which is described as

beginning at a point on the south line of a tract of land heretofore owned by one J.E. Faxson, in the northeast quarter of said section, township and range aforesaid, distant 246 feet easterly from the northwest corner of said Daniel A. Trefs parcel, thence southerly 1311.1 feet to a point on the north line of a tract of land heretofore owned by one Robert Gemmill, in said section, distant 291 feet easterly from the southwest corner of said Daniel A. Trefs parcel, and containing 1.99 acres, more or less; the center line of said strip being the former center line of the former right-of-way, and being a part of the former right-of-way of the Cincinnati, Bluffton and Chicago Railroad Company over and across the southeast quarter of the northeast quarter of said Section 22 in township and range aforesaid.

All of the lands herein described containing 234.99 acres, more or less.

Signed for identification:

  
Orville L. Miller 890307-12-1328

66 997

STATE OF Indiana )  
COUNTY OF Jay ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th  
day of February 19 81, personally appeared Orville L. Miller, a married man dealing

in his sole and separate property

to me known to be the identical person described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 12/22/83

David A. Lyons  
Notary Public  
a resident of Jay County, Indiana

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the identical person described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_

Notary Public

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss. ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_ to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_

(SEAL) \_\_\_\_\_ Notary Public.

My Commission expires \_\_\_\_\_

Prepared By: Timothy P. Tynan

No. _____	FROM _____	TO _____	Date _____ 19 _____	No. Acres _____	County _____	Term _____	This instrument was filed for record on the <u>14</u> day of <u>April</u> 19 <u>81</u> , at <u>9:50 o'clock A.M.</u> and duly recorded in Volume <u>66</u> Page <u>996-998</u> of the records of this office. <u>Timothy P. Tynan, Notary Public</u> By <u>Alan H. [Signature]</u> When recorded return to _____
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# 3630  
PAGE 998

#57

28p435

STATE OF INDIANA  
COUNTY OF JAY SS:

I, the undersigned a notary public in and for said county in State aforesaid, here by certify that Lewis W. Edmundson and Celia H. Edmundson whose names are signed to the foregoing conveyance, and who are both known to me, acknowledge before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this the 19th day of July A.D., 1924.

James R. Fleming.  
Notary Public Jay County.

*J.R. Fleming*

My com expires  
Nov. 23-1926. (L.S.)

Filed July 21, 1924 at 9:00 o'clock A.M.

#1696 *assigned on Page 436* LEWIS W. EDMUNSON T TO H.K. BARNETT.

THIS AGREEMENT Made and entered into 19th day of July 1924 by a nd between Lewis W. Edmundson and Celia H. Edmundson his wife party of the first part, hereinafter called lessor (whether one or more) and H.L. Barnett party of the second part, lessee WTTNESSETH, That the said lessor for and in consideration of One Dollar and other valuable consideration, in hand paid receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lesse to be paid kept a nd performed, has granted, demised leased and let and by these presents does grant demise a lease and let unto the said lessee for the sole and on ly purpose of drilling and operating for oil and gas and laying pipe lines, and building tanks power stations and structures thereon to produce, save and take care of said products all that certain tract of land situated in the County of Jay State of Indiana, described as follows to-wit

West half of the South west quarter of section Fifteen (15) Township Twenty four (24) Range Twelve (12) Containing Eighty (80) acre more or less.

It is agreed that this lease shall remain in force for a term of one (1) years from this date, and as long thereafter as oil or gas or either of them, is produced from said land by lessee. Inconsideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of the lessor, free of cost in the pipe line to which he may connect his wells the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor Fifty (\$50.00) Dollars each year, quarterly in advance for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such wells for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his risk and expense, provided however the amount of free gas which the lessor may use, is hereby limited to 100,000 cubic feet per annum. Provided also that whenever any gas well produces at a rate less than 100,00 cubic feet of gas per day then the rental here provided for shall cease, the lessor however may still avail himself of the free gas herein provided for. If no well be commenced on said land on or before the 19th day of September 1924 the lease shall terminate as to both parties, unless the lessee shall pay or tender to the lessor, or to the lessor's credit in the Peoples State Bank at Pennville, Indiana or its successors, which shall continue as depository regardless of changes in the ownership of said land the sum of Ten (\$10.00) Dollars monthly, in advance, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 10 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted, to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury pipe lines below plow depth on tillable land.

No well shall be drilled nearer than 200 feet to the house or barn premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures on said premises, including the right to draw and remove dasing.

If the estate of either party hereto is assigned, and the privilege of assignment in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessor until after the lessee has been furnished with a written transfer or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

The lessee shall have the right to remove all his property at any time, and may at any time, on payment of Dollar to the lessor, surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

IN TESTIMONY WHEREOF, We sign, this the 19th day of July 1924.

Celia H. Edmundson (SEAL)  
Lewis W. Edmundson (SEAL)

STATE OF INDIANA  
COUNTY OF JAY SS:

I, the undersigned a notary public in and for said county in state aforesaid, here by certify that Lewis W. Edmundson and Celia H. Edmundson whose names are signed to the foregoing conveyance, and who are both known to me, acknowledge before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this the 19th day of July, A.D. 1924.

James R. Fleming.

MISCELLANEOUS RECORD No. 38

10-34652

BASED ON HARRIS ET AL. vs. MURRAY

Agreement. Made and entered into this 29 day of Oct. 1948, by and between Basil F. Harris and Jennie M. Harris, his wife and Jennie F. Harris, widow of Pennville, Ind. NESS, hereinafter called lessor (whether one or more) and A. Murray

WITNESSETH: That the said lessor, for and in consideration of One & no/100 dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines and of building tanks, powers, stations and structures needed to produce, save in tank cars, said products, all that certain tract of land situate in the county of Perry, State of Indiana described as follows, to wit:

The east half (E<sub>2</sub>) of the south east quarter (SE<sub>4</sub>) of Section 16 Township 24N Range 12E and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1-8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and in the manufacture of gasoline a royalty of one-eighth (1-8), payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1-8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 29 day of Oct. 1948, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Pennville State Bank at Pennville, Ind. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Forty & no/100 dollars a year, payable quarterly, which shall operate as a rental and cover the privilege of deferring the commencement of a well for three months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee; and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to the lessor or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon quarterly like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect, as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the well of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail to make the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat Jones of Pennville, Ind., hereinafter called Lessee:

Handwritten notes: 68, 58, 19/16/1971

MISCELLANEOUS RECORD No. 38

of affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

IN TESTIMONY WHEREOF WE SIGN, this the 29 day of Oct 1947.

WITNESSES:

Basil F. Harris (SEAL)
Nellie L. Harris (SEAL)
Jennie F. Harris (SEAL)
A. Murray Jones (SEAL)

STATE OF Indiana)
COUNTY OF Jay )SS:

ACKNOWLEDGMENT TO THE LEASE.

On this 10th day of November A.D., 1947, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared Basil F. Harris, Nellie L. Harris and Jennie F. Harris to me known as the persons who executed the above instrument and acknowledged that they had executed the same as their free act and deed.

(L.S.) Celia Heston Edmundson
Notary Public, Jay County, Indiana
My commission expires 3-4-50 19\_\_

Filed November 24th, 1947 at 2:35 P.M.

Gera D. Enrick, R.J.C.

NO. 34669. WALTER BARNETT, ETUX. TO LON J. WEHRLY, ETAL.

BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Walter Barnett and Velma Barnett, acknowledge ourselves to be indebted and bound unto Chapman & Chapman, contractors for the Lon J. Wehrly, etal; Exparte Drainage, in the sum of One thousand four hundred fifty and no/100 (\$1,450.00) Dollars for the payment of which we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

The conditions of this bond are as follows; Whereas, Chapman & Chapman, contractors for the Lon J. Wehrly, etal; Ex Parte Drainage, has this day let to Walter Barnett the contract to construct a portion of said drainage, to wit, the building of twenty-one (21) catch basins and three (3) headwalls, in Jay County, in the State of Indiana, which contract is in writing, bearing even date herewith, whereby said Walter Barnett has contracted to construct the aforesaid portion of said drainage for the sum of One thousand four hundred fifty and no/100 (\$1,450.00) dollars.

Now, if the said Walter Barnett shall fail to perform his said contract or pay all damages occasioned by his non-fulfillment thereof, and shall pay for all materials and labor, and board of laborers, then this obligation to be void; else in full force. Dated this 13th day of September, 1947.

Walter Barnett
Velma Barnett

State of Indiana, County of Jay;ss

Before me, a Notary Public in and for said county personally appeared Walter Barnett and Velma Barnett and swore that they were worth over and above their indebtedness, One thousand four hundred fifty and no/100 (\$1,450.00) Dollars, the sum being subscribed and sworn to before me the 13th day of September, 1947.

(L.S.) Burl V. Whiteman
Notary Public

My commission expires August 16, 1950.

Filed November 26th, 1947 at 11:40 A.M.

Gera D. Enrick, R.J.C.

NO. 34670. JAMES C. REYNOLDS TO O.L. HENSON.

ASSIGNMENT OF OIL AND GAS LEASES.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, James C. Reynolds, a single man, of Mattoon, Illinois, (hereinafter called the Assignor) for and in consideration of One dollar (\$1.00) the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey and warrant unto O.L. Henson, City of Flora, County of Clay, State of Illinois, (hereinafter called assignee), and undivided one-fourth (1/4) of his right, title and interest in and to the following oil and gas leases covering land situated in Penn Township, Jay County, State of Indiana and shown in the records provided by law for the recording of instruments relating to real property in the office of the Circuit Clerk and Recorder in and for said County and State, to wit:

1. Lease dated March 24, 1947, executed by O.M. Sullivan, widower, as lessor, to J.C. Reynolds, as lessee, insofar as it covers the 5 - 76/100 acres of land, described as out of the South East (SE) part of the South East Quarter (SE 1/4) of the North East Quarter (NE 1/4) of Section 15, Township 24 North, Range 12 East....

Vertical text on the right margin: No. 34669 The conditions of the within agreement having been fully complied with, the same is hereby released this 1st day of November, 1947. Chapman & Chapman

# MISCELLANEOUS RECORD No. 32

No. 8731.

LORA A. MILLS ETUX TO JAY CO. R. E. M. C.;

State of Indiana, County of Jay, SS: Know All Men By These Presents, That we, Lora A. Mills & Ida Mills husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jay County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 40 & 40 acres situated in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 12; also, SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 2, both in Twp. 24 N, in Range 12 E in Jay County, Indiana, and lying between the farm of James Lewis & Daugherty on the south and the farm of Wat & Miller on the North, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof this easement is signed as of the 10th day of May, 1938.

Lora A. Mills  
Ida Mills

State of Indiana, County of Jay, SS: Before me, the undersigned Clerk of Jay Circuit Court in and for said county and state on the 10 day of May, 1938, personally appeared Lora A. Mills and Ida Mills and duly acknowledged the execution of foregoing easement.

Ernest L. Steed, Clerk of Jay Circuit Court.

By Geo. W. Daugherty, Deputy Clerk of  
Jay Circuit Court.

(L.S.)

Filed June 16, 1938 at 2:00 o'clock P.M.

*Daisy B. Heller R.J.C.*

No. 8732.

E. L. HUTCHINS TO JAY CO. R. E. M. C.;

State of Indiana, County of Jay, SS: Know All Men By These Presents, That I, E. L. Hutchins (unmarried) Single, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jay County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 40 acres situated in the SE quarter of the NE quarter of Sec. 14 in Twp. 24 N, in Range 12 E in Jay County, Indiana, and lying between the farm of Janey Paxon on the East and the farm of Leah J. Davis on the West, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness Whereof this easement is signed as of the 9th day of May, 1938.

E. L. Hutchins

State of Indiana, County of Jay, SS: Before me, the undersigned Clerk of Jay Circuit Court in and for said county and state on the 9 day of May, 1938, personally appeared E. L. Hutchins and duly acknowledged the execution of foregoing easement.

(L.S.) Ernest L. Steed, Clerk of Jay Circuit Court

By Geo. W. Daugherty, Deputy Clerk of Jay  
Circuit Court

Filed June 16, 1938 at 2:00 o'clock P.M.

*Daisy B. Heller R.J.C.*

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