Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

L. Fay Hedden Abstract Office, Inc.

(File Number: 2022-246)

Note: The tract 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 numberings are crossed-referenced in the table below.

Title Tract Numbers:	Auction Tract Numbers:
I	1, 2, 4, pt. 3
II	5
III, IV, V	Pt. 3
VI	Pt. 10
VII	6, 7, 8
VIII-A	Pt. 11
VIII-B	9, pt. 10, sm. pt. 12
IX	Pt. 12, sm. pt. 10, sm. pt. 11
X	14
XI	13

Auction Tract Numbers:	Title Tract Numbers:
1, 2	Pt. I
3	III, IV, V, pt. I
4	Pt. I
5	II
6, 7, 8	VII
9	Pt. VIII-B
10	VI, pt. VIII-B
11	VIII-A, sm. pt. IX
12	Pt. IX, sm. pt. VIII-A, sm. pt. VIII-B
13	XI
14	X

For January 26, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lucinda Hartshorne and Mary Elizabeth Schiau

First American Title™	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Commitment	**2022-246**

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

This commitment issued by:

L. FAY HEDDEN ABSTRACT OFFICE, INC
214 N. 7TH ST.
VINCENNES, IN 47591
Phone: 1-812-882-5273
Email: unclefay@heddenabstract.com

(FIRST AMERICAN AGENT #1001282)
(ALTA - ID# 0005154)
(IDOI LICENSE #2449150)

S. Rene' Vermillion

AUTHORIZED SIGNATOR

S. Rene' Vermillion, President
(IDOI LICENSE # 1167370)

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at .

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Transaction Identification Data for reference only:

Issuing Agent / Office: L. Fay Hedden Abstract Office, Inc. (IN License #2449150 / FATIC Agent #1001282)
214 N. 7th St., Vincennes, Indiana 47591
PH (812) 882-5273 FX (812) 882-9886
unclefay@heddenabstract.com

ALTA Universal ID #0005154

Commitment No. / Issuing Office File No. 2022-246

Loan ID No. TBD

Property Address: FARM GROUND, WASHINGTON, STEEN AND PALMYRA TOWNSHIPS
The property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Schedule A

1.) Commitment Date: DECEMBER 8, 2022 **Time:** 8:00 AM
UPDATED TO: **Time:**

2.) Policy to be issued:

(a) X ALTA OWNER'S POLICY **Proposed Policy Amount** $TBD
Proposed Insured: TBD

(b) X ALTA LOAN POLICY **Proposed Policy Amount** $TBD
Proposed Insured: TBD
ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

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:

THE ESTATE OF LUELLA F. FULFORD, DECEASED, UNDER CAUSE #06D01-2212-EM-000200 IN THE SUPERIOR COURT OF BOONE COUNTY, INDIANA (AN UNDIVIDED ½ INTEREST)
LUCINDA HARTSHORNE AND MARY ELIZABETH SCHIAU, AS TENANTS IN COMMON

CHAIN OF TITLE – for informational purposes only
By virtue of a certain Personal Representative's Deed of Distribution recorded on September 25, 2019 as Instrument #2019R04050 in the Office of the Recorder of Knox County, Indiana.

5.) The land is described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION OF SUBJECT PROPERTY.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: *S. Rene' Vermillion, President,* (IN License #1167370)
Authorized Signatory

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Schedule A (Continued)

EXHIBIT 'A'

***TRACT I** **Parcel #42-07-35-300-002.000-008**

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the North corner of said Donation Ninety-three (93); thence South fifty-one (51) degrees West between Donations Ninety-three (93) and Ninety-four (94), twenty-four and ten thousandths (24.10) chains to the center of the Bruceville Road; thence South seventeen (17) degrees East fifty-five and thirteen hundredths (55.13) chains to Brook's line (White Oak twelve (12) degrees South fifty-seven (57) degrees West fourteen (14) links); thence North fifty-one and one-half (51 ½) degrees East forty-four and sixteen hundredths (44.16) chains to the Donation line; thence North thirty-seven and one-half (37 ½) degrees West fifty-one and nine hundredths (51.09) chains to the beginning, containing one-hundred seventy-four and sixty-seven hundredths (174.67) acres, more or less.

EXCEPTING THEREFROM, Sixty-eight hundredths (.68) of one acre previously sold to Donald Huffman and Lee Avonne Huffman, being: Part of Donation Ninety-three (93), Township Three (3) North, Range Nine (9) West, Palmyra Township, Knox County, Indiana, abounded and described as follows, to-wit: Beginning one-thousand five-hundred ninety and six tenths (1,590.6) feet, South fifty-one (51) degrees West of, and two-thousand three hundred twenty-two and six tenths (2,322.6) feet, South seventeen (17) degrees East of the North corner of said Donation Ninety-three (93); thence south seventeen (17) degrees East, four-hundred six (406) feet to a post; thence North fifty-one (51) degrees thirty (30) minutes East, one-hundred sixty-three (163) feet to a post on the Southwest right-of-way line of Indiana Highway 550; thence in a northwesterly direction, along said right-of-way line, on a regular five (5) degree zero (0) minutes curve to the right (long chord bears North forty [40] degrees forty [40] minutes West), three-hundred seventy-nine (379) feet to the beginning, containing sixty-eight hundredths (0.68) acres, more or less.

Leaving herein containing 173.99 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

***TRACT II** **Parcel #42-11-11-200-001.000-008**

Part of Donation Seventy-Six (76), Township Three (3) North, Range Nine (9), West, bounded and described as follows: to wit: Commencing at the East corner of said Donation; thence North 38-¾ degrees West 33.34 chains; thence South 51-¼ degrees West 26.67 chains; thence South 38-¾ degrees East 33.34 chains to the Southeast line of said Donation; thence North 51-¼ degrees East 26.67 chains to the place of beginning, containing 90 acres, more or less.

EXCEPTING THEREFROM 50 acres off of the Northeast side of the above described real estate and bounded as follows: Beginning at the East corner of Donation 76; thence North 38-¾ degrees West 34.08 chains; thence South 51-¼ degrees West 14.68 chains to a stake; thence South 38-¾ degrees East 34.08 chains to the Donation line; thence North 51-¼ degrees East 14.68 chains to the place of beginning.

Leaving herein contained 40 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

***TRACT III** **Parcel #42-11-02-400-003.000-008**

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to wit: Beginning at a stone set for the East corner of said Donation 93; thence running South 51-¼ degrees West 9 chains to a stake; thence North 38-¾ degrees West 16.66 chains to a stake; thence North 51-¼ degrees East 9 chains to a stake on the Northeast line of said Donation 93; thence South 38-¾ degrees East 16.66 chains to the place of beginning containing 15 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

***TRACT IV** **Parcel #42-11-02-400-003.000-008**

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9), West, bounded and described as follows, to wit: Beginning at a stake on the Southeast line of said Donation 93, South 51-¼ degrees West 9 chains from a stone set for the East corner of said Donation 93; thence South 51-¼ degrees West 5.40 chains to a stake; thence North 38-¾ degrees West 16.66 chains to a stake, thence North 51-¼ degrees East 5.40 chains to a stake, thence South 38-¾ degrees East 16.66 chains to the place of beginning, containing 9 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

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Schedule A (Continued)

<u>*TRACT V</u> **Parcel #42-11-02-400-004.000-008**

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9) West, bounded and described as follows: Beginning at a stake on the Southeast line of said Donation 93, South 51-¼ degrees West 14.40 chains from the East corner thereof, thence South 51-¼ degrees West 5.40 chains to a stake; thence North 38-¾ degrees West 16.66 chains to a stake; thence North 51-¼ degrees East 5.40 chains to a stake; thence South 38-¾ degrees East 16.66 chains to the place of beginning, containing 9 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

<u>*TRACT VI</u> **Parcel #42-10-06-300-002.000-009**

Part of Donation One Hundred Fifteen (115), Township Three (3) North, Range Eight (8) West, bounded and described as follows, to wit: Beginning North 38 degrees 45 minutes West 37.84 chains from the South corner of said Donation; thence North 38 degrees 45 minutes West 20.56 chains to a stake; thence North 51 degrees 15 minutes East 23.97 chains to a stake; thence South 39 degrees 10 minutes East 20.55 chains to a stake; thence South 51 degrees 15 minutes West 24.10-½ chains to the place of beginning, containing 49.39 acres of which a strip of ground 20 feet wide is subject to a roadway along the entire Southwest side of the above described tract.

SUBJECT TO the conditions and stipulations for the removal thereof as set out in a certain Warranty Deed executed by Joseph P. Dutton and wife, to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49 page 111 in the office of the Recorder of Knox County, Indiana.

Situated in Steen Township, Knox County, Indiana.

<u>*TRACT VII</u> **Parcel #42-11-11-200-002.000-008**

Part of Donation number Seventy-Seven (77), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to wit: Beginning at a stake 11.77 chains North 38-¾ degrees West of the quarter corner of the Southwest line of said Donation 77; thence North 72 degrees 45 minutes East with the line of land formerly owned by the Trustees of Vincennes University and Louis L. Langdon, Jr., a distance of 64.8 chains, more or less, to a stake in the Northeast line of said Donation 77; thence North 38-¾ degrees West with said Northeast line of said Donation, a distance of 45.57 chains to the North corner of said Donation; thence South 51-¼ degrees West with the Northwest line of said Donation, a distance of 60 chains, more or less, to the West corner of said donation; then South 38-¾ degrees East a distance of 21.90 chains to the place of beginning, containing in all Two Hundred (200) acres, more or less.

EXCEPTING THEREFROM the following described real estate, to wit: Part of Donation Seventy-Seven (77), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to wit: Beginning at a one inch pipe on the Northeast line and 2411.82 feet North 38 degrees 45 minutes West from the East corner of said Donation 77, thence North 38 degrees 45 minutes West, 400.00 feet along said Northeast line (witness a bolt spike 200 feet North 38 degrees 45 minutes West), thence South 80 degrees 18 minutes West, 411.82 feet to a one inch pipe; thence South 09 degrees 45 minutes East, 349.70 feet; thence North 80 degrees 18 minutes East, 606.08 feet to the point of beginning containing 4.085 acres, more or less (witness a one inch pipe at 194.26 feet on this last course).

FURTHER EXCEPTING THEREFROM that part of Donation 77, Township 3 North, Range 9 West, bounded and described as follows: Beginning in the center of the highway (County) 2411.82 feet North 38 degrees 45 minutes West of and 226 feet South 80 degrees 18 minutes West of the East corner of Donation 77, thence South 80 degrees 18 minutes West 140.0 feet; thence South 09 degrees 45 minutes East 150.0 feet; thence North 80 degrees and 18 minutes East 140.0 feet to the center of the county highway; thence North 09 degrees 45 minutes West along the center of said highway 150.0 feet to the place of beginning, containing 0.48 acres, more or less.

Leaving herein containing 195.435 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

<u>*TRACT VIII-A</u> **Parcel #42-08-32-300-001.000-018 / #42-10-06-100-001.000-009**

Part of Donation 115, 116, and 126 in Township 3 North, Range 8 West, bounded and described as follows, to wit: Beginning at the corner of Donations 115, 116, 125 and 126, thence North 51-1/4 East 41.75 chains to a stake in the road; thence South 38-¾ degrees East 14.55 chains to a stake on the South bank of the ditch; thence South 60 degrees West along the bank of the ditch 46.30 chains to an iron stake on the right of way line of the Vandalia Coal Switch; thence North 22 degrees 39 minutes West on said right of way line 12.60 chains to the line between Donations 116 and 125; thence South 38-¾ degrees East on said line 3.88 chains to the beginning, containing 45.85 acres, more or less.

Situated in Steen and Washington Township, Knox County, Indiana.

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Schedule A (Continued)

<u>*TRACT VIII-B</u> **Parcel #42-10-06-200-003.000-009**

Part of Donations 115 and 116 in Township 3 North, Range 8 West, bounded and described as follows, to wit: Beginning 6.60 chains North 38-¾ degrees West of the East corner of said Donation 116; thence South 22 degrees 39 minutes East on the West line of the Vandalia Coal Switch 42.35 chains to the center of the ditch; thence in the center of the ditch as follows: South 57 degrees West 8.70 chains; thence South 28.5 degrees West 2.40 chains; thence South 9.5 degrees West 2.10 chains; thence South 4.75 degrees West 5.30 chains; thence South 55 degrees West 9.20 chains; thence North 38-¾ degrees West 37.38 chains to a post; thence North 51-¼ degrees East 6.32 chains to a post; thence North 38-¾ degrees West 33.71 chains to the center of the road; thence North 51-¼ degrees East in the road 16.07 chains to a stone; thence South 38-¾ degrees East 16.94 chains to a post; thence North 51-¼ degrees East 15.00 chains to a stake; thence South 38-¾ degrees East 10.25 chains to the place of beginning, containing 160.65 acres more or less.

Situated in Steen Township, Knox County, Indiana.

<u>*TRACT IX</u> **PARCEL #42-10-06-400-001.000-009; #42-10-06-400-002.000-009**

Part of Donations One Hundred Fifteen (115) and One Hundred Twenty-Six (126) in Township Three (3) North, Range Eight (8) West, bounded and described as follows, to wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51-¼ degrees West on Donation Line 37.04 chains to a stake; thence North 38-¾ degrees West 36.02 chains to the center of the ditch; thence in the center of the ditch as follow: North 55 degrees East 9.20 chains; thence North 4-¾ degrees East 5.30 chains; thence North 9-½ degrees East 2.10 chains; thence North 28-½ degrees East 2.40 chains; thence North 57 degrees East 9.70 chains to the East line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right-of-way line 27.00 chains to an iron stake; thence North 60 degrees East 12.80 chains to a post; thence South 38-¾ degrees East 63.07 chains to the slab road on the Donation line; thence South 51-¼ degrees West on the Donation line 9.67 chains to the place of beginning, containing 206.50 acres, more or less.

Situated in Steen Township, Knox County, Indiana.

<u>*TRACT X</u> **Parcel #42-10-17-200-005.000-009**

Part of Donation One Hundred Thirteen (113) Township Three (3) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning at a corner post 16-2/3 chains, North 38 degrees 45 minutes West of the South corner of said Donation 113; thence North 51 degrees 15 minutes East, 2485 feet to the center of a gravel road; thence North 74 degrees 07 minutes West along the center of said road, 25 feet; thence South 51 degrees 15 minutes West, 1215 feet; thence North 38 degrees 45 minutes West, 1159 feet; thence North 33 degrees 15 minutes East 500 feet to the center of a gravel road; thence North 60 degrees 18 minutes West along the center of said road 30 feet; thence North 88 degrees 07 minutes West along the center of said road, 930 feet to the center of the Roberson Ditch; thence South 16 degrees 23 minutes West, along the center of said Ditch, 450 feet; thence South 36 degrees 23 minutes West, along the center of said ditch, 765 feet to the Southwest line of Donation 113; thence South 38 degrees 45 minutes East along said Donation line, 1500 feet to the place of beginning, containing 54.55 acres, more or less.

Situated in Steen Township, Knox County, Indiana.

<u>*TRACT XI</u> **Parcel #42-10-17-100-003.000-009**

Part of Donation One Hundred Thirteen (113), Township Three (3) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning in the center of a gravel road, 1100.2 feet North 38 degrees 45 minutes West and 1116.0 feet South 50 degrees 51 minutes West of the East corner of Donation 113; thence South 50 degrees 31 minutes West, in the center of said road, 423.0 feet; thence North 74 degrees 07 minutes West, in the center of said road 466.0 feet; thence North 60 degrees 18 minutes West, in the center of said road 1078.0 feet; thence North 88 degrees 07 minutes West, in the center of said road, 930.0 feet; thence North 26 degrees 23 minutes West, in the Montour's Pond Ditch, 608.8 feet; thence North 51 degrees 08 minutes East, 1664.0 feet; thence South 38 degrees 45 minutes East, 2588.0 feet to the beginning, containing 69.0 acres, more or less.

Situated in Steen Township, Knox County, Indiana.

**

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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 as follows –

An Affidavit of Heirship executed by Mary Elizabeth Schiau showing the Probate of the Last Will and Testament of Luella F. Fulford, deceased, as spread of record in the Superior Court I of Boone County Indiana, under Cause #06D01-2212-EM-000200. That Luella F. Fulford was the fee simple owner of an undivided ½ interest in subject property at the time of her death on October 10, 2022. Title to her undivided ½ interest in subject property passed to Lucinda Hartshorne and Mary Elizabeth Schiau, as tenants in common, by probate of said will.

Warranty Deed executed by LUCINDA HARTSHORNE AND MARY ELIZABETH SCHIAU, AS TENANTS IN COMMON, to TBD conveying fee simple interest in the real estate described in Schedule A of this commitment.

Mortgage executed by TBD to TBD for the proposed mortgage amount listed and covering the real estate described in Schedule A of this commitment.

5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C.6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to $250.00 until you provide us with the Policy amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (NAME) ". See Indiana Code 36-2-11-15.
10. By virtue of IC 27-7-3.6, a fee of $5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fees for closing protection letters is $25 for a seller's letter, $25 for a buyer's or borrower's letter and $25 for a lender's letter.
12. Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of $10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount of less than $10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.

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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, attaches or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or my making inquiry of persons in possession of the land.
4. Easements, liens or encumbrances of claims thereof, which are not shown by public record.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. Real Estate Taxes and Solid Waste Assessment (to be paid with the real estate taxes) assessed for the year 2021, are a lien and are due in two installments payable May 10, 2022 and November 10, 2022 --

PARCEL #42-07-35-300-002.000-008 / TAX ID #008-011-D093-000-004 **TRACT I**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: N. STATE ROAD 550, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP
Assessed Value Land: $247,100.00 Assessed Value Improvements: $52,500.00 Exemptions: NONE
Legal description per Assessor records -- PT Donation 93, T3N-R9W **(173.99A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$2,445.04 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$2,445.04 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-11-11-200-001.000-008 / TAX ID #008-011-D076-000-008 **TRACT II**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. CATT ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP
Assessed Value Land: $46,700.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 76, T3N-R9W **(40.0A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$381.12 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$381.12 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-11-02-400-003.000-008 / TAX ID #008-011-D093-000-014 **TRACTS III & IV**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP
Assessed Value Land: $26,500.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 93, T3N-R9W **(24.0A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$216.26 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$216.26 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-11-02-400-004.000-008 / TAX ID #008-011-D093-000-013 **TRACT V**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP
Assessed Value Land: $8,800.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 93, T3N-R9W **(9.0A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$71.82 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$71.82 PAID IN FULL
Delinquency ---------- NONE

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Schedule B, Part II (CONTINUED)
Exceptions

PARCEL #42-10-06-300-002.000-009 / TAX ID #009-010-D115-000-004 **TRACT VI**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: ROUT ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $73,000.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 115, T3N-R9W **(49.39A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$557.24 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$557.24 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-11-11-200-002.000-008 / TAX ID #008-011-D077-000-001 **TRACT VII**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. CATT ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP
Assessed Value Land: $227,100.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT N1/2 Donation 77, T3N-R9W **(195.435A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$2,261.42 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$2,261.42 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-10-06-100-001.000-009 / TAX ID #009-010-D126-000-001 **TRACT VIII-A**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: LONG ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $67,200.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 126, T3N-R8W **(45.1A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$530.86 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$530.86 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-08-32-300-001.000-018 / TAX ID #018-008-D126-000-004 **TRACT VIII-A**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: N. BICKNELL ROAD, BICKNELL, IN 47512
Taxing Unit and Code: 018 – WASHINGTON TWP
Assessed Value Land: $1,000.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 126, T4N-R8W **(0.7500A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$6.80 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$6.80 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-10-06-200-003.000-009 / TAX ID #009-010-D116-000-003 **TRACT VIII-B**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $223,400.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 115 & 116, T3N-R9W **(160.65A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$1,761.34 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$1,761.34 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-10-06-400-002.000-009 / TAX ID #009-010-D115-000-005 **TRACT IX**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: SUMMERS ROAD, WHEATLAND, IN 47597
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $302,400.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 115 & 126, T3N-R8W **(206.50A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$2,394.24 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$2,394.24 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-10-06-400-001.000-009 **TRACT IX**
Assessed in the name of: FULFORD, ROBERT & LUELLA
Property Address: N. BICKNELL ROAD, WHEATLAND, IN 47597
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: NONE Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 126, T3N-R8W (36.00A)
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$
Delinquency ---------- NONE

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Schedule B, Part II (CONTINUED)
Exceptions

PARCEL #42-10-17-200-005.000-009 / TAX ID #009-010-D113-000-007 **TRACT X**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. EVANS ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $55,500.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 113, T3N-R8W **(54.55A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$485.78 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$485.78 PAID IN FULL
Delinquency ---------- NONE

PARCEL #42-10-17-100-003.000-009 / TAX ID #009-010-D113-000-005 **TRACT XI**
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. EVANS ROAD, WHEATLAND, IN 47597
Taxing Unit and Code: 009 – STEEN TWP
Assessed Value Land: $98,100.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT Donation 113, T3N-R8W **(69.000A)**
May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ----------$834.88 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------$834.88 PAID IN FULL
Delinquency ---------- NONE

*****NOTE: This agent disclaims responsibility for the correctness or accuracy of the above listed real estate taxes. The above given taxes should be verified by the Office of the Knox County Treasurer (812-885-2506).*****

8. Real Estate Taxes and Assessments for the year 2022 payable in 2023, are a lien, and are payable in two installments due on 5-10-2023 and 11-10-2023, but said tax amounts and assessments are not yet available.
9. Rights of parties in possession under unrecorded leases, including crops.
10. The acreage shown in the legal description in Schedule A is for information and identification purposes only, and in no way implies that the amount of acreage is insured.
11. Any and all drainage ditches, tiles, laterals and feeders and legal drains.
12. Rights of the Public, the State of Indiana, and County of Knox and the municipality in and to that part of the premises taken or used for road purposes and utility right of ways.
13. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
14. Any and all existing zoning ordinances applicable to real property situated in Knox County, Indiana.
15. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
16. Covenants, conditions, restrictions, setback lines, utility easements and any amendments thereto contained in the plat of the subdivision described in Schedule A. A violation of the covenants, conditions, restrictions will not result in forfeiture or reversion of the title. We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
17. Any claim that the title insured hereunder is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. sec 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. Sec 181, et seq.) , or under similar state laws.
18. Rights of others to the free and unobstructed flow and use of the waters which may flow on or thru the land and any adverse claim based upon the assertion that some portion of said land has been created by artificial means or avulsion or has accreted to such portion.

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Schedule B, Part II (Continued)
Exceptions (Continued)

19. A certain Oil and Gas Lease executed by Oral O. Fulford and Mamie Fulford, his wife to Shell Petroleum Corporation, dated February 7, 1930 and recorded March 22, 1930 in Miscellaneous Record 26, Page 288, Recorder's Office, Knox County, Indiana. Conveys – Part of caption real estate.

20. A certain Oil and Gas Lease executed by Amanda J. Westfall, a widow to Shell Petroleum Corporation, dated January 30, 1930 and recorded April 4, 1930 in Miscellaneous Record 26, Page 297, Recorder's Office, Knox County, Indiana. Conveys – Part of caption real estate plus other real estate.

21. A certain Oil and Gas Lease executed by Mamie Fulford, a widow to Midway Oil & Gas Co., Vincennes, Indiana, dated July 31, 1937 and recorded March 23, 1938 in Miscellaneous Record 36, Page 455, Recorder's Office, Knox County, Indiana. Covers – 50 acres in Pt Donation 115; also 37 acres, more or less, in Pt Donation 76.
The above lease was assigned by Midway Oil and Gas Co. to Amerlagene, Incorporated, dated September 16, 1940 and recorded January 15, 1941 in Miscellaneous Record 48, Page 350, Recorder's Office, Knox County, Indiana.

22. A certain Easement executed by Louis L. Langdon, Jr. to Morris J. Westfall, unmarried dated February 2, 1939 and recorded December 16, 1939 in Miscellaneous Record 46, Page 100, Recorder's Office, Knox County, Indiana. Said Easement was Assigned by Morris J. Westfall, an unmarried person to Knox County Rural Electric Membership Corporation on March 21, 1939 and recorded in said Miscellaneous Record 46, Page 100, Recorder's Office, Knox County, Indiana. Conveys – Tract VII

23. A certain Easement executed by Floyd L. Young and Nettie G. Young, Husband and Wife to Morris J. Westfall, dated January 31, 1939 and later assigned by Morris J. Westfall to Knox County Rural Electric Membership Corporation, on March 21, 1939 and recorded December 16, 1939 in Miscellaneous Record 46, Page 123, Recorder's Office, Knox County, Indiana. Conveys – Tract I.

24. Subject to the easement or right of way over a ten foot strip along the Northeast side of said real estate from State Highway 550. Conveys - Tract I.

25. Subject to the conditions and stipulations as set out in a certain deed executed by Ulysses T. Robinson, an unmarried man to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49, Page 102, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

26. Subject to the conditions and stipulations for the removal thereof as set out in a certain Warranty Deed executed by Joseph P. Dutton and wife to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49, Page 111, Recorder's Office, Knox County, Indiana. Conveys – Tract VI.

27. Subject to the right of way to Vandalia Railroad Company as appears of record in Deed Record 49, Page 465, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

28. A certain Oil and Gas Lease executed by Lowell Dexter Overbay and Lois Overbay, Husband and Wife to Sun Oil Company, dated January 4, 1944 and recorded August 8, 1945 in Miscellaneous Record 59, Page 339, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

29. A certain oil and Gas Lease executed by Lowell D. Overbay and Lois Overbay, his wife to Ralph H. Wilson, dated March 1, 1954 and recorded December 20, 1954 in Miscellaneous Record 89, Page 252, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

30. Subject to the conditions and stipulations for the removal thereof as set out in a certain Warranty Coal Deed, executed by Mamie B. Fulford Cox, et al to Standard Coal Company, dated October 4, 1940 and recorded in Deed Book 98, Page 571, Recorder's Office, Knox County, Indiana. Conveys – Tract II.

31. A certain Easement executed by Raymond L. Elliott and Martha T. Elliott, his wife to Standard Oil Company, dated June 23, 1949 and recorded June 28, 1949 in Deed Record 122, Page 123, Recorder's Office, Knox County, Indiana. Conveys – Tract VII

32. A certain Right of Way Easement executed by Lowell Dexter Overbay and Lois Overbay, his wife to Public Service Company of Indiana, Inc., dated July 30, 1973 and recorded August 9, 1973 in Deed Record 190, Page 586, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

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Schedule B, Part II (Continued)
Exceptions (Continued)

33. A certain Oil and Gas Lease executed by Lowell Dexter Overbay, a widower, not since remarried to Energy Resources of Indiana, Inc., dated September 8, 1977 and recorded November 2, 1977 in Miscellaneous Record 136, Page 149, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

34. A certain Right of Way Grant executed by Lowell D. Overbay to County of Knox, dated December 19, 1977 and recorded December 19, 1977 in Deed Record 206, Page 183, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

35. A certain Temporary Right of Way Grant executed by Lowell D. Overbay to County of Knox, dated December 19, 1977 and recorded December 19, 1977 in Deed Record 206, Page 184, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

36. A certain Oil and Gas Lease executed by Lowell Dexter Overbay to Ram Oil Co., dated October 24, 1979 and recorded December 18, 1979 in Miscellaneous Record 142, Page 579, Recorder's Office, Knox County, Indiana. Conveys – Tract IX
Said Lease was Assigned from Ram Oil Co. to TMC Oil Company, dated January 26, 1980 and recorded March 5, 1980 in Miscellaneous Record 142, Page 760, Recorder's Office, Knox County, Indiana.

37. A certain Oil and Gas Lease executed by Lowell D. Overbay, President of Lowell D. Overbay Farms, Inc. to Smith Drilling Company, Inc., dated June 27, 1981 and recorded September 1, 1981 in Miscellaneous Record 146, Page 406, Recorder's Office, Knox County, Indiana. Conveys – Tract IX

38. Excepting and reserving therefrom for a period of Fifty years of an undivided one-half interest in and to all coal, oil, gas and all other minerals of every king, nature, and description in and under and upon and that may be produced from the above real estate and also an undivided one-half interest in and to all royalties, bonuses and rents which are or hereafter may become due, on or by virtue of any oil and gas leases or other mineral lease in respect to said real estate, as reserved by Floyd L. Young and Nettie G. Young, Husband and Wife, their heirs and assigns, in a certain Warranty Deed, dated June 30, 1964 and recorded January 2, 1975 in Deed Record 195, Page 201, Recorder's Office, Knox County, Indiana. Conveys – Tract I

39. A certain Easement for Right-of-Way executed by Robert O. and Luella F. Fulford to Contel of Indiana, Inc., an Indiana Corporation, dated July 30, 1990 and recorded November 13, 1990 in Deed Book 238, Page 237, Recorder's Office, Knox County, Indiana. Conveys – Tract VII

40. A certain Memorandum of Oil and Gas Lease executed by Robert O. Fulford and Luella F. Fulford, Husband and Wife to Aurora Oil and Gas Corp., dated December 21, 2006 and recorded January 23, 2007 in Oil and Gas Record 07-0468, Recorder's Office, Knox County, Indiana. Conveys – caption real estate
Amendment of Oil and Gas Lease to correct legal description dated January 30, 2013 and recorded May 6, 2013 as Instrument #2013R02481, Recorder's Office, Knox County, Indiana.

41. A certain Right-of-Way Grant executed by Robert O. Fulford and Luella F. Fulford, as tenants in common to Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated October 27, 2010 and recorded November 23, 2010 as Instrument #2010R05815, Recorder's Office, Knox County, Indiana. Conveys – Tracts IX & X.

42. Satisfy and release of record the following:

IN RE: THE ESTATE OF LUELLA F. FULFORD, DECEASED, LUCINDA HARTSHORNE AND MARY ELIZABETH SCHIAU, AS TENANTS IN COMMON, THE CURRENT OWNER(S)
We find no liens or judgments of record against the above named current owners of the subject property.

IN RE: TO BE DETERMINED, THE PROPOSED PURCHASER(S)
We find no liens or judgments of record against the above named proposed purchasers of the subject property.

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OIL AND GAS LEASE

No. 11745.

AGREEMENT, Made and entered into the 7th day of February, A. D. 30, by and between

Oral O. Fulford and Mamie Fulford, his wife, of R # 21 Vincennes Indiana

SH SHELL PETROLEUM CORPORATION hereinafter called lessee (whether one or more) and

hereinafter called lessee, WITNESSETH: That the said lessor, for and in consideration of DOLLARS

Part of Donation Seventy six (76) township three (3) north, range nine (9) west, bounded as follows:- commencing at the east corner of said donation; thence north 38½ degrees west 33.34 chains; thence south 51½ degrees west 26.87 chains; thence south 38½ degrees east 32.34 chains to thesoutheast line ofsaid Donation; thence north 51½ degrees east 26.87 chains to the place of beginning, except 30 acres off of the northeast side of above described real estate and bounded as follows:- Beginning at the east corner of Donation 76; thence north 38½ degrees east 34.06 chains; thence south 51½ degrees west 14.88 chains to a stake; thence north 51½ degrees east 14.88 chains to the place of beginning, containing 40 acres, moreor less.

Also part of Donation Seventy six (76) township three (3) north, range nine (9) west, bounded and described as follows:- Beginning 15 chains south 51½ degrees west of the north corner of said donation 76; thence south 38½ degrees east 33.33 chains; thence south 51½ degrees west 32 feet; thence north 38½ degrees west 33.33 chains to the Donation line; thencenorth 51½ degrees east with said line 32 feet to the place of beginning, containing one (1) acre, more or less.

Part of Donation ninety three (93) town three (3) north, range nine (9) west, bounded and described as follows:- Beginning at a stone set for the east corner of said Donation 93; running thence south 51½ degrees west 9 chains to a stake; thence north 38½ degrees west 18.66 chains to a stake; thence north 51½ degrees east 5 chains to a stake on the northeast line of said Donation 93; thence south 38½ degrees east 16.66 chains to the place of beginning, containing 15 acres.

Also part of Donation No. 92 town 3 north, range 9 west, bounded and described as follows:- Beginning at a stake on the line of Donations No. 92 and 93, south 51½ degrees west 5 chains from a stone set for the east corner of said Donation No. 93; thence south 51½ degrees west 5.40 chains toa stake; thence north 38½ degrees west 16.66 chains to a stake; thencenorth 51½ degrees east 5.40 chains to a stake; thence south 38½ degrees east 16.66 chains to the place of beginning, containing nine (9) acres.

and containing 65 more or less, hereinafter referred to and making all rights under and by virtue of the Mineral Extension Laws of this State.

It is agreed that this lease shall remain in force for a term of 5 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, in the pipe line to which he may connect his well, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor 1/8 of the gross proceeds payable quarterly 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 well for all stoves and all house lights in the principal dwelling house on said land during the same time by making his own connections with the well at the mouth thereof and expense.

3rd. To pay lessor for gas produced from any oil well and used for manufacturing purposes or sold off the premises at the rate of 10,000 Dollars per year, for the time during which such gas shall be used, such payments to be made each three months in advance.

It is well understood by and between the parties hereto that if a well shall not have been begun on said land on or before the 7th day of February, A. D. 31, this lease shall nevertheless be in force and effect for a term of one year from said last mentioned date, and in consideration of the premises the said lessee covenants and agrees to pay or tender to the lessor, or to the lessor's credit in the First National Bank at Bicknell Indiana or to its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of Eight ----------18/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for the ensuing twelve months from said date. In like manner and upon the payment of annual consideration of $ of a well may be further deferred for a like period of one year at a time upon payment of annual rentals as aforesaid. It is understood and agreed that the consideration first recited herein, the receipt whereof is hereby acknowledged, covers not only the privilege granted to the date when said first annual is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and all other rights contained.

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 year's rental which may be then paid, the lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the commencement of the payment of all rentals, as above provided, that the last preceding instalment 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.

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 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 its pipe below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the owner. Lessee shall pay all damages caused by its 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.

In the event that it becomes necessary for the lessee to construct a power on the above premises to power the oil from wells thereon, said lessee shall have the right to make all necessary connections and use said power to power wells on adjoining lands.

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 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 lessee until after the lessee has been furnished with the original or duplicate original thereof, and it is hereby expressly agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the rentals or royalties payable hereunder shall be divided between the several owners of said land, then the entire rental shall inure to the benefit of any one owner of any part of said land, but if any part or parts shall fail or make default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to affect this lease in so far as it shall be a lien on a part or parts of said land upon which the said lessee or any assignee thereof shall make the 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 mortgage, 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.

It is thintention of the lessorr to include in this lease all their land in Donation 76 and 93 T 3 N R 9 W

In Witness Whereof, We sign this the 7th day of February, A. D. 30.

WITNESS

Oral O. Fulford (SEAL)

Mamie Fulford (SEAL)

(SEAL)

STATE OF INDIANA, KNOX COUNTY, ss:

I, Earl R. Snyder, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Oral O. Fulford and Mamie Fulford, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 7th day of February, A. D. 30.

My commission expires: Sept. 23, 1932.

Earl R. Snyder, Notary Public.

(Notary Seal Knox Indiana)

A true copy of the original lease made by Oral O. Fulford and Mamie Fulford, his wife, which was filed for record and recorded this 22 day of March, A. D. 30

Allen E. Hogue

Recorder, Knox County, Indiana

26/297

20

No. 11867. **OIL AND GAS LEASE**

AGREEMENT, Made and entered into the 30 day of January, in 30, by and between Amanda J. Westfall, a widow of R. R. #1, Vincennes, Indiana

SHELL PETROLEUM CORPORATION

hereinafter called lessee, WITNESSETH: That the said lessor, for and in consideration of One DOLLARS

Part of Old Donation No. One Hundred and One (101) Town (3) North of Range Nine (9) west: Beginning at a post on the northwest line of said Donation, 21.85 chains North 51¼ degrees east of the west corner thereof; thence running north 51¼ degrees east on the donation line 21.33 chains to a stake in the middle of a ditch; thence south 38¾ degrees east along and in said ditch 19.10 chains to a stake on the southeast bank of said ditch; thence south 51¼ degrees west 11.40 chains to a stone; thence south 7¼ degrees west 6.01 chains to a stone by a gate post; thence south 38¾ degrees east along the old fence line 10.10 chains to a stake; thence south 51¼ degrees west 8.50 chains to a stone on the northeast bank of a ditch; thence south 38¾ degrees east on the bank of said ditch 3.36 chains to a stone; thence south 51¼ degrees west 8.46 chains to a stake in the lane; thence north 38¾ degrees west 36.78 chains to the place of beginning, containing eighty-six and one third (86 1/3) acres more or less.

Also part of Donation No. Ninety Three (93) in Town Three (3) North of Range Nine (9) West; beginning at a stake on line of Donation Nos. 92 and 93 south 51¼ degrees west 14 chains 40 links from a stone at the east corner of Donation No. 93; thence south 51¼ degrees west 5 chains 40 links to a stake; thence north 38¾ degrees west 16 chains and 66 links to a stake; thence north 51¼ degrees east 5 chains and 40 links to a stake; thence south 38¾ degrees east 16 chains and 66 links to the place of beginning, containing nine (9) acres.

95 1/3 acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this lease shall remain in force for a term of 5 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, in the pipe line to which he may connect his well, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor 1/8 of the gross proceeds payable quarterly

each year while the gas from such 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 well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used for manufacturing purposes or sold off the premises at the rate of ($0.00) Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 30 day of January, in 31, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Bruceville State Bank at Bruceville, Indiana the sum of Twelve DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for Z months from said date. In like manner and upon the payment or tender commencement of a well may be further deferred for a like period 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 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.

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, 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 payment of rentals in the manner provided, and in the same amount 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.

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 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 its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the owner. Lessee shall pay all damages caused by its 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.

In the event that it becomes necessary for the lessee to construct a power on the above premises to pump the oil from wells thereon, said lessee is to have the right to erect necessary connections and use said power to pump wells on adjoining lands.

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 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 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 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 or due as to any part or parts of said lands upon which the said lessor or any assignee thereof shall make due payment of said rentals.

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 mortgage, 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.

It is the intention of the lessor to include in this lease all her land in Donations 95 and 101 T 3 N R 9 W

In Witness Whereof, We sign, the 30 day of January, in 30.

Her mark
Amanda J. X Westfall (SEAL)

Witness to mark of Amanda J. Westfall whose name was wrote at her request (SEAL)
after she had affixed her mark in the presence of myself and another witness. (SEAL)

Witnesses: Earl R. Snyder Witness: Ira O. Williams (SEAL)

STATE OF INDIANA, KNOX COUNTY, ss:

I, Earl R. Snyder, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that Amanda J. Westfall a widow personally known to me to be the same person whose name signed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 30 day of January, A.D., 30.

Earl R. Snyder, Notary Public.

My com. expires Feb. 18, 1933.
(Notary Public Seal Indiana)

Amanda J. Westfall

Filed for record and recorded this 4 day of April, in 30.

ALLEN E. HOUGH
Recorder, Knox County, Indiana.

36
455

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OIL AND GAS LEASE

No. 1392

AGREEMENT, Made and entered into the 31st day of July

by and between Annie Fulford, a widow,

of R R 1 Vincennes, Indiana,

lessor (whether one or more) and Midway Oil and Gas Co. Vincennes, Indiana,

hereinafter called lessee.

WITNESSETH That the said lessor for and in consideration of One Dollar cash in hand paid, the receipt whereof 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 the exclusive privilege of mining and operating for oil and gas and of laying of pipe lines and of building, tanks, powers, stations and structures thereon to produce, save, take care of said products, all that certain tract of land situated in the County of Knox State of Indiana described as follows, to wit:

50 acres more or less in part of Donation 115 also 35 acres more or less in part of Donation 93, also 50 acres more or less in part of Donation 97 also 35 acres more or less in part of Donation 76 all in township 3 north range 8 and 9 west in Palmyra & Steen Twp. being intent of lessor to lease all lands owned by her

Donation 115
of Section 76,92,93 Township 3 N, Range 8,9W and containing 170 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, in 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 if used 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 market value, 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 1st day of September, 1937, 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 Vincennes State Bank at Vincennes, Indiana, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $17.00 Seventeen no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. The payment herein agreed 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, 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 like payments or tenders, the commencement of a well may be further deferred for like periods of twelve 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 the period of deferment 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 operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessor'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 lessor's consent in writing.

Lessee shall pay for damages caused by lessee's operations in 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 assignment 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 land, the assignee or assignee of such part or parts shall not be liable for the payments of the proportionate part of the rental due from such assignee or assignee hereof shall make the payment of said rental, and this lease shall never be forfeited for non-payment of any rental, unless such default shall not operate to defeat or affect the lease as to the part of said land upon which no default shall have occurred and such default shall continue for ten days within which time the lessee shall have been given the lessee.

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 of 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 rights of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein.

Mrs. Hassie Fulford (SEAL)

(SEAL)

(SEAL)

Witness our hands as of the day and year (SEAL)

first above written. (SEAL)

Witness: (SEAL)

(SEAL)

STATE OF Indiana

COUNTY OF Knox } Ss:

ACKNOWLEDGMENT OF THE LEASE

I, C. K. Gilmore, a Notary Public in and for said County in the State aforesaid, do hereby certify that Hassie Fulford, a widow,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this First day of July, A.D. 19 37

My commission expires Jan. 8th, A.D. 19 39 C. K. Gilmore

(NOTARY PUBLIC INDIANA SEAL) Notary Public

STATE OF }

COUNTY OF } Ss:

ACKNOWLEDGMENT OF THE LEASE

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of, A.D. 19

My commission expires A.D. 19

Notary Public

Filed for record, this 8th day of July, A.D. 19 38 at 10:30 o'clock A.M.

PAT BROWN, Recorder Knox County, Indiana

No. 273

48/352

21

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, On the 31st day of July, 1937, a certain oil and gas mining lease was made and entered into by and between Annie Telford, a widow, R. E. Lewis and Midway Oil and Gas Co., Vincennes, Indiana, lessee, covering the following described land in the County of Knox and State of Indiana, to wit:

34 acres more or less in part of Donation 115, also 33 acres more or less in part of Donation 93, also 34 acres more or less in part of Donation 92, also 37 acres more or less in part of Donation 76, all in township 3 north, range 8 and 9 west of Palmyra and Steen townships, and containing 138 acres, more or less.

Said lease being recorded in the office of the Recorder in and for said County in Book 36, Page 451-2 and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by Midway Oil and Gas Co. Vincennes, Indiana, a Partnership

Now, Therefore, For and in consideration of One Dollar, (and other good and valuable considerations) the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do hereby, bargain, sell, transfer, assign and convey unto Americana, Incorporated, all

of the right, title and interest of the original lessee and present owner in and to the said lease and rights thereunder, in so far as it covers the

33 acres more or less in part of Donation 93, also 37 acres more or less in part of Donation 76, all in township 3 north, range 9 west, and containing in all 70 acres, more or less.

together with all personal property used or intended in connection therewith to Americana, Incorporated of Shreveport Louisiana their heirs, successors and assigns.

And for the same consideration, the undersigned for themselves and their heirs, successors and representatives, do, covenant with the said assignee, its successors or assigns that they are the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free, and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

IN WITNESS WHEREOF, The undersigned owner and assignor signed and sealed this instrument this 18th day of September, A. D. 40

Midway Oil and Gas Co. (SEAL)
Frank C. Gilmore (SEAL)
Raymond C. Gilmore (SEAL)
Sole Partners

Acknowledgement of the Lease

STATE OF Indiana, Knox COUNTY, SS:

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank C. Gilmore, single and Raymond C. Gilmore, single,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 16th day of September, A. D. 1940

Delmar L. Morris
Notary Public.

My commission expires Nov. 20th 1941.

(NOTARY PUBLIC INDIANA SEAL)

Acknowledgement of the Lease

STATE OF _____ COUNTY, SS:

I, _____, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person, whose name _____ subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, A. D. 19__

My commission expires _____

Recorded the 15th day of January, 1941, at 9:30 o'clock A.M.
CARREL POWELL
Recorder, Knox County, Indiana.

46
100

No. 7485

STATE OF INDIANA
COUNTY OF KNOX } ss

EASEMENT

TWP. 38 RANGE 9W
Don. 77
MAP NO

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Louis L. Langdon,Jr.

(unmarried) ~~husband and wife~~, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Morris J. Westfall, unmarried, whose post office address is R. F. D. No. 2, Vincennes, Indiana, and to his heirs or assigns, the right to enter upon the lands of the undersigned, situated in the County of Knox State of Indiana, and more particularly described as follows:

A tract of about 108 acres situated in Pt. Don. 77

in Twp. 38 Range 9W in Knox County, Indiana

about 48 miles N.E from the town of Fritchton,Ind.

and lying between the farm of on the

and the farm of on the

and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways adjoining 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 erecting 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. Enjoyment of the full use and enjoyment of said land lowners as it shall not interfere with the easement hereby granted is hereby expressly made.

The undersigned covenants 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:

Federal Land Bank Louisville Ky.

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.

This easement is granted to and accepted by the grantee upon the express understanding that the grantee shall, in consideration of the grant herein contained, within two (2) years after the date hereof, assign and transfer all his right, title and interest hereunder to Knox County Rural Electric Membership Corporation, a co-operative corporation, to be incorporated under the laws of the State of Indiana, and in any event within sixty (60) days after such incorporation.

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 masculine gender shall be construed to read in the feminine.

In Witness Whereof, this easement is signed as of the 2nd day of Feb. 19 39.

Louis L. Langdon,Jr.

STATE OF INDIANA
COUNTY OF KNOX } ss

Before me, the undersigned Notary Public in and for said County and State, on the 2nd day of Feb. 19 39 personally appeared Louis L. Langdon,Jr. and duly acknowledged the execution of foregoing easement.

Margaret L. Griffith
Notary Public.

My Commission Expires January 18,1943
NOTARY PUBLIC, [illegible] INDIANA, [illegible]

STATE OF INDIANA
COUNTY OF KNOX } ss

For value received, I, Morris J. Westfall, an unmarried person, hereby assign, transfer and set over, unto the Knox County Rural Electric Membership Corporation, an Indiana Corporation, its successors and assigns, all right, title, and interest, which I have or may have in or by reason of the foregoing easement.

In Witness Whereof, I hereunto subscribe my name this 21st day of March, 19 39.

Morris J. Westfall

STATE OF INDIANA
COUNTY OF KNOX } ss

Before me, the undersigned Notary Public in and for said County and State on the 21st day of March, 19 39 personally appeared Morris J. Westfall and duly acknowledged the execution of the foregoing assignment.

Margaret L. Griffith
Notary Public.

My Commission Expires Jan. 18,1943
NOTARY PUBLIC, [illegible] INDIANA, [illegible]

Recorded this [illegible] day of [illegible], A.D., 19 39, at 11:35 O'Clock A. M.
[illegible], Recorder Knox County, Indiana.

22

46/123

23

No. 7511

STATE OF INDIANA
COUNTY OF KNOX } SS.

EASEMENT

TWP. 3N RANGE 9W
DOM. 42-93 MAP 40

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Floyd L. Young & Nettie G. Young

(husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Morris J. Westfall, unmarried, whose post office address is R. F. D. No. 3, Vincennes, Indiana, and to his heirs or assigns, the right to enter upon the lands of the undersigned, situated in the County of Knox State of Indiana, and more particularly described as follows:

A tract of about 27A acres situated in Pt. Don. 42; also Pt. Don. 93

in Twp. 3N, Range 9W, in Knox County, Indiana

about 8 miles E. from the town of Vincennes, Ind.

and lying between the farm of on the

and the farm of on the

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

The undersigned covenants 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:

Federal Land Bank of Louisville

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.

This easement is granted to and accepted by the grantee upon the express understanding that the grantee shall, in consideration of the grant herein contained, within two (2) years after the date hereof, assign and transfer all his right, title and interest hereunder to Knox County Rural Electric Membership Corporation, a co-operative corporation, to be incorporated under the laws of the State of Indiana, and in any event within sixty (60) days after such incorporation.

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

In Witness Whereof, this easement is signed as of the 31 day of January, 19 39.

Floyd L. Young

Mrs. Nettie G. Young

STATE OF INDIANA
COUNTY OF KNOX } SS.

Before me, the undersigned Notary Public in and for said County and State, on the 31st day of January, 19 39 personally appeared Floyd L. Young & Nettie G. Young and duly acknowledged the execution of foregoing easement.

Myrle Kiger
Notary Public.

My Commission Expires June 16,1941
(NOTARY PUBLIC, INDIANA, SEAL.)

STATE OF INDIANA,
COUNTY OF KNOX, } SS.

For value received, I, Morris J. Westfall, an unmarried person, hereby assign, transfer and set over, unto the Knox County Rural Electric Membership Corporation, an Indiana Corporation, its successors and assigns, all right, title, and interest, which I have or may have in or by reason of the foregoing easement.

In Witness Whereof, I hereunto subscribe my name this 21st day of March, 19 39.

Morris J. Westfall

STATE OF INDIANA
COUNTY OF KNOX } SS.

Before me, the undersigned Notary Public in and for said County and State on the 21st day of March, 19 39 personally appeared Morris J. Westfall and duly acknowledged the execution of the foregoing assignment.

Margaret L. Griffith
Notary Public.

My Commission Expires Jan. 18,1943
(NOTARY PUBLIC, INDIANA, SEAL)

Recorded this 16th day of December, A. D., 19 39, at 11:30 O'Clock A. M.
FAY SHEDORN, Recorder Knox County, Indiana.

49/102

grantors or their successors or assigns,the sum of One Hundred ($100.00) Dollars per acre. The grantors herein,their successors and assigns,further agree with the grantee,its grantees, successors and assigns,to allow a right of way over the surface of the above described real estate,for a practical wagon road and the free use of the same to and from any mine or mines and its appurtenances that may located upon said above premises,or upon premises adjacent thereto or coterminous therewith or near thereto,and also the right to convey over and across said premises,in the natural course of drainage,water and other refuse that May be produced in the process of mining and of removing the underlying coal,clays and other mineral substances.Also the right at any times hereafter to haul coal from adjacent or adjoining lands,and from lands near thereto,or coterminous therewith through the above described premises,through entries driven through the underlying coal.

And it is especially agreed and understood by and between the parties hereto that the said Indian Coal and Mining Company, grantee herein,its grantees,successors and assigns,shall not be held responsible or liable under any circumstances,for any injury or damage that may accrue to the surface of said land from any subsidence,or from any other subsequence,or by reason of mining or removing the coal underlying the same,or underlying adjacent,coterminous or near real estate,nor from the exercise or performance of any of the rights,privileges, or authorities herein or hereby granted,conveyed or imported,on said premises.No shaft to be sunk within 40 rods of any of the farm buildings.

In Witness Whereof,The said Thomas H.Byers and Maggie Byers,his wife,have hereunto set their hands and seals,this 17th day of October A.D.1910.

Thomas H.Byers. (Seal)
Maggie Byers. (Seal)

State of Indiana,Knox County SS:

Before me Harry V.Nomes Jr.a Notary Public,in and for said County and State,this 17 day of October 1910 personally appeared Thomas H.Byers and Maggie Byers,his wife,and acknowledged the execution of the annexed Deed.

Witness my hand and Notarial Seal.

(Notary Public)
(Knox County)

Harry V.Nomes Jr.
Notary Public.

My Notarial commission expires May 28 1913.
Recorded Oct 15,1910,at,5,o'clock,P.M.

Ray T.Shepard, R.K.C.

25

WARRANTY DEED.

THIS INDENTURE WITNESSETH,That Ulysses T.Robinson,an unmarried man,a bachelor of Knox County,in the State of Indiana,Conveys and warrants to Indian Coal and Mining Company,a corporation duly organized under estin pursuance of the laws of the State of Indiana,of Marion County,State of Indiana,the assignee of J.D.Sherwood,of Greene County,in the State of Indiana,of an option or contract of sale by said party of the first part,dated May 10th 1910,for the sum of One Dollar and for other valuable considerations,the receipt of all which is hereby acknowledged,all the coal,and other minerals and mineral substances except oil and gas lying under the surface of the following described real estate in Knox County,in the State of Indiana,to-wit:

Part of Donations,115,116 and 125 town 3 north range 8 west,all taken together described and bounded as follows;Beginning at a stake in the road at the east corner of said Donation 115;thence running south 51½ degrees west 37.40 chains to a stake;thence north 38 3/4 degrees west 73.40 chains to a post on the Donation line,Poplar 36 I.D.North 69 degrees east 17 links; thence north 51½ degrees east 6.32 chains to a stake;thence north 38 3/4 deg.west 33.71 chains to a stake in the road Red Oak 24 I.D.South 39 degrees east 31 links;thence north 51½ degrees east along the middle of the road 16.07 chains to a sand stone;thence south 38 3/4 degrees east 16.94 chains to a post;thence north 51½ deg.east 15.05 chains to the Donation line;thence south 38 3/4 degrees east 17.00 chains to a post the corner of Donations 115,116 and 125 and 126;thence north 51½ degrees East along the Donation line 41.75 chains to a stake in the middle of the road;thence south 38 3/4 degrees east along the middle of the road 72.98 chains to a stake on the Donation line;thence south 51½ degrees west along the Donation line 42.47 chains to the beginning,containing 662.65 acres.

Together with the irrevocable right in said grantee,its grantees,successors and assigns,at any time hereafter to mine said minerals,coals,and mineral substances,and to take,remove and withdraw the same from underneath the surface of said lands,and to take,remove and withdraw through and over said lands the coal,minerals and mineral substances from other lands adjacent thereto or coterminous therewith or near thereto;and for that purpose the grantee herein,its grantees,successors and assigns,shall at all times have the absolute and unrestricted right and irrevocable authority and license,to run all necessary entries and rooms under the surface of said real estate,so that such coal,minerals and mineral substances may be mined,withdrawn and removed from under the surface of such real estate, and from the surface of real estate adjacent thereto,coterminous therewith or near thereto,and be used or sold by the grantee,successors or assigns.The grante herein,its grantees,successors and assigns shall have the right at any future time to drill through the surface of said real estate for the purpose of further discovering mineral or mineral substances;and for pumping and removing water or other substances from its mines and works,or from or under said real estate,and from and underneath real estate adjacent thereto,or coterminous therewith or near thereto. The grantee herein,its grantees, successors and assigns, in driving its entries and rooms or in removing the coals,minerals,or mineral substances from or underneath the surface of the real estate above referred to, or the use of its gauge of mining machinery,shall in no wise or in any manner be liable to any person or persons for any damage or injuries consequential,or otherwise, occasioned to the surface of said real estate thereby,and any owner of such surface and all subsequent purchasers of such surface shall be bound by the provisions hereof, and shall hold any interest they have or that they may acquire with full notice or knowledge of the conditions and stipulations herein set forth. The grantor herein further grants and warrants to the grantee, its grantees,successors and assigns,the following further

EED BK 49

The right at any time hereafter to enter upon the surface of said lands and to sink such shafts for hoisting coal, for the supplying of air, for the discharge or escape of water as may be necessary for the best operation of a coal mine, also the right at any time hereafter to use so much of the surface of above described real estate, not to exceed Five Acres as may be required for the location and construction of tipples and appurtenances thereto, and for the deposit and storage of refuse and other materials, and also the right to locate and construct and operate a standard gauge railroad or switch over or across such premises together with the right of way for same, not to exceed Sixty (60) feet in width, and for the use of the surface of the ground so taken and occupied for mine, buildings and railroad, the grantee, its grantees, successors and assigns shall pay to the grantor or his successors or assigns, the sum of One Hundred ($100.00) Dollars per acre. The grantor hereby his successors and assigns, further agrees with the grantee, its grantees, successors and assigns, to allow a right of way over the surface of the above described real estate, for a practical wagon road and the free use of the same to and from any mine or mines and its appurtenances that may be located upon said premises, or upon premises adjacent thereto or determinous therewith or near thereto, and also the right to convey over and across said premises, in the natural course of draining, water or other refuse that may be produced in the process of mining and of removing the underlying coals, clays or other mineral substances. Also the right at any and all times hereafter to haul coal from adjacent or adjoining lands and from lands near thereto, or determinous therewith through the above described premises, through entries driven through the underlying coal.

And it is especially agreed and understood by and between the parties hereto that the said Indian Creek Coal and Mining Company, grantee herein, its grantees, successors and assigns, shall not be responsible or liable, under any circumstances, for any injury or damage that may accrue to the surface of said land from subsidence of from any other consequence or by reason of mining or removing the coal underlying the same, or underlying adjacent, determinous or near real estate, nor from the exercise or performance of any of the rights privileges or authorities herein or hereby granted, conveyed or imparted. No shaft or mine buildings to be located within 40 rods of any farm buildings.

In Witness Thereof, the said Ulysses T. Robinson, an unmarried man, a bachelor has hereunto set his hand and seal, this 18th day of October A.D. 1910.

Ulysses T. Robinson. (seal)

State of Indiana, Knox County SS:

Before me Harry V. Comer Jr. a Notary Public, in and for said County and State, this 18 day of October 1910 personally appeared Ulysses T. Robinson, an unmarried man, a Bachelor, and acknowledged the execution of the annexed Deed.

Witness my hand and Notarial Seal.

(Notary Public)

(Knox Co. Ind.)

My notarial commission will expire May 22, 1911.

Harry V. Comer Jr.
Notary Public.

Recorded Oct 13, 1910, at 3 o'clock P.M.

Guy T. Shepard, R.K.C.

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DR 049/111

[illegible] and assigns shall have the right at any future time to drill through the surface of said real estate for the purpose of further discovering any mineral or mineral substances, and for pumping and removing water or other substances from the mines or works, or from or under said real estate, and from and underneath real estate adjacent thereto, or contiguous therewith, or near thereto. The grantee herein, its successors or assigns, in driving its entries and rooms, or in removing the said minerals or mineral substances from or underneath the surface of the real estate above referred to, or the use of its pumps, or other machinery, shall in no wise or in any manner be liable to any person or persons for any damage or injuries consequential, or otherwise, occasioned to the surface of said real estate thereby, and any owner of such surface and all subsequent purchasers of such surface shall be bound by the provisions hereof, and shall hold any injury they have or the they may acquire with full knowledge of the conditions and stipulations herein set forth. The grantors herein further grant and warrant to the grantee, its grantees, successors and assigns, the following further privileges and franchises to wit:

The right at any time hereafter to enter upon the surface of the above described lands and to sink such shafts for hoisting coal, for the supplying of [illegible], for the discharge or escape of water, as may be necessary for the best operation of a coal mine. Also the right at any time hereafter to use so much of the surface of above described real estate, not exceeding five acres, as may be required for the location and construction of tipples and appurtenances, buildings, and for the deposit and storage of machinery and other materials, and also the right to locate and construct and operate a standard gauge railroad or switch over or across premises together with the right of way for same, not to exceed Sixty (60) feet in width. And for the use of the surface of the ground as taken and occupied for mine, buildings and railroad, the grantee, its grantees, successors and assigns, shall pay to the grantors or their successors the sum of One hundred ($100.00) Dollars per acre. The grantors herein or their successors and assigns, further agree with the grantee, its grantees, successors and assigns, to allow a right of way over the surface of the above described real estate, for the practical wagon road and the free use of the same to and from any mine or mines and its appurtenances that may be located upon said premises, or upon premises adjacent thereto or contiguous therewith or near thereto, and also the right to convey over and across said premises, in the natural course of drainage, water or other refuse that may be produced in the process of mining and of removing the underlying coals, clays or other mineral substances. Also the right at any and all times hereafter to haul coal from adjacent lands, and from lands near thereto, or contiguous therewith through the above described premises, through entries driven through the underlying coal.

And it is especially agreed and understood and agreed by and between the parties hereto that the said Indian Creek Coal and Mining Company, grantee herein, its grantees, successors and assigns, shall not be liable or held responsible under any circumstances, for any injury or damage that may accrue to the surface of said land from any subsidence, or from any other consequence, or by reason of mining or removing the coal underlying the same, or underlying adjacent, contiguous or near real estate, nor from the operation or performance of any of the rights, privileges or authorities herein or hereby granted, conveyed or imparted.

In Witness Thereof, the said Charles T. Jordan and Mary Jordan, his wife, have hereunto set their hands and seals, this 13th day of October A.D. 1910.

Charles T. Jordan. (Seal)
Mary Jordan. (Seal)

State of Indiana, Knox County SS:

Before me Charles T. Hoover, a Notary Public, in and for said County and State this 13th day of October 1910 personally appeared Charles T. Jordan and Mary Jordan his wife, and acknowledged the execution of the annexed deed.

Witnessed hand and Notarial seal.

(Notary Public)
(Knox Co. Ind.)

Charles T. Hoover.
Notary Public.

My notarial commission will expire April 23rd 1914.
Recorded Oct 13, 1910, at 3 o'clock P.M.

Ray T. Shepard, R.K.C.

DR 49/111

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WARRANTY DEED.

THIS INDENTURE WITNESSETH, That Joseph P. Dutton and Sarah E. Dutton his wife of Knox County, in the State of Indiana, convey and warrant to Indian Creek Coal and Mining Company, a corporation duly organized under and in pursuance of the laws of the State of Indiana, of Marion County in the State of Indiana, the assignee of J. D. Sherwood, of Greene County, in the State of Indiana, of a contract or option of sale by said parties the first part, dated May 10th 1910, for the sum of One Dollar and for other valuable considerations, the receipt of which is hereby acknowledged, all the coal and other minerals and mineral substances lying under the surface of the following described real estate in Knox County, in the State of Indiana, to-wit:

Part of Donation number One hundred fifteen (115) containing one hundred seventy four and one half (174½) acres, located in the southwest side of said Donation, being 23.96 chains wide and running the same width along the entire southwest side of said Donation 115, being Lots One ( ) and Two (2) in the division of the estate of Noah Purcell, deceased, among his heirs by A. Armstrong, Jacob Ruble and Charles Smith, Commissioners, January 16, 1856 and recorded in Set book No. 1, page 14.

Together with the irrevocable right in said grantee its grantees, successors and assigns, at any time hereafter to mine said minerals, coals, and mineral substances, and to take, remove and withdraw the same from underneath the surface of said lands, and to take, remove and withdraw through and over said lands the coal, minerals and mineral substances from other

lands adjacent thereto or determinous therewith or near thereto; and for that purpose the grantee herein, its grantees, successors and assigns, shall at all times have the absolute and unrestricted right and irrevocable authority and license, to run all necessary entries and rooms under the surface of said real estate, so that such coals, minerals and mineral substances may be mined, although not removed from under the surface of such real estate, and from the surface of real estate adjacent thereto, determinous therewith or near thereto, and be used or sold by the grantee, its grantees successors and assigns. The grantee herein, its grantees, successors and assigns, shall have the right at any future time to drill through the surface of said real estate for the purpose of further discovering minerals or mineral substances, and for pumping and removing water or other substances from its mines or works, or from or under said real estate, and from and underneath real estate adjacent thereto, or determinous therewith or near thereto. The grantee herein, its grantees successors and assigns, in driving the entries and rooms, or in removing the coals, minerals, or mineral substances from or underneath the surface of the real estate above referred to, or the use of its pumps or mining machinery, shall incur no or in any manner be liable to any person or persons for any damage or injuries consequential, or otherwise, occasioned to the surface of said real estate thereby, and the owner of such surface and all subsequent purchasers of such surface shall be bound by the provisions hereof, and shall hold any interest they have or that they may acquire with full notice and knowledge of the conditions and stipulations herein set forth. The grantors herein further grant and warrant to the grantee, its grantees successors and assigns, the following further privileges and franchise to wit:

The right at any time hereafter to enter upon the surface of the above described lands and to sink such shafts for hoisting coal, for the supplying of air, for the discharge of escape of water, as may be necessary for the best operation of a coal mine. Also the right at any time hereafter to use so much of the surface of above described real estate, not exceeding five acres, as may be required for the location and construction of tipples and appurtenances buildings, and for the deposit and storage of refuse and other materials, and also the right to lay and construct and operate a standard gauge railroad or switch over or across such premises together with the right of way for same, not to exceed Sixty (60) feet in width. And for the use of the surface of the ground so taken and occupied for mine, buildings and railroad, the grantee its grantees, successors and assigns, shall pay to the grantors or their successors or assigns, the sum of One hundred ($100.00) Dollars, per acre. The grantors herein that successors and assigns, further agree with the grantee, its grantees successors and assigns, to allow a right of way over the surface of the above described real estate, for a practical wagon road and the free use of the same to and from any mine or mines and its appurtenances that may be located upon said above described premises, or upon premises adjacent thereto or determinous therewith or near thereunto, and also the right to convey over and across said premises, in the natural course of drainage, water or other refuse that may be produced in the process of mining and of removing the underlying coals, clays or other mineral substances. Also the right at any and all times hereafter to haul coal from adjacent lands and from lands near thereto or determinous therewith through the above described premises, through entries driven through the underlying coal.

And it is especially agreed and understood by and between the parties hereto that the said Indian Creek Coal and Mining Company, grantee herein, its grantees, successors or assigns, shall not be held responsible or liable, under any circumstances, for any injury or damage that may occur to the surface of said land from any subsidence, or from any other consequence, or by reason of mining or removing the coal underlying the same, or underlying adjacent, determinous or near real estate, nor from the exercise or performance of any of the rights, privileges or authorities herein or hereby granted, conveyed, or imparted.

In Witness Whereof, the said Joseph P. Dutton and Sarah E. Dutton his wife, have hereunto set their hands and seals, this 12th day of October A.D. 1910.

Joseph P. Dutton. (Seal)
Sarah E. Dutton. (Seal)

State of Indiana, Knox County SS

Before me Harry V. Somes, Jr. a Notary Public, in and for said County and State, this 13 day of October 1910 personally appeared Joseph P. Dutton and Sarah E. Dutton, his wife, and acknowledged the execution of the annexed Deed.

Witnessed hand and Notarial Seal.

(Notary Public)
(Knox Co. Ind.)

Harry V. Somes Jr.
Notary Public.

My Notarial commission will expire May 28 1913.
Recorded Dec 15, 1910, at 3 o'clock P.M.

Guy L. Shepard, R.K.C.

WARRANTY DEED.

THIS INDENTURE WITNESSETH, that Catharine Phillippi, an unmarried woman a widow, Jessie House Claude W. House, her husband Orpha Smith and Isaac Smith, her husband and Stanley Phillippi an unmarried man a bachelor of Knox County, in the State of Indiana, convey and warrant to Indian Creek Coal and Mining Company, a corporation duly organized under and in pursuance of the laws of the State of Indiana, of Marion County, State of Indiana, the assignees of J.D. Sherwood of Brown County, in the State of Indiana, of an option or contract of sale by said parties of the First part, dated May 10th 1910, for the sum of one dollar and for other valuable consideration, the receipt of all which is hereby acknowledged, all the coal, and other mineral and mineral substances lying under the surface of the following described real estate in Knox County in the State of Indiana, to wit:

Part of Section numbered One hundred and twenty Five (125) in township three (3) and four (4) north range eight (8) west, described as follows: Beginning at a point on Fred Lehning line 8.25 chains north 54½ degrees east from the southwest boundary, and 22.05 chains north 38 3/4 degrees east from the southwest boundary of said Section 125, thence north 54½ degrees east with Fred Lehnings line 30.25 chains to a stake in the road; thence south 37 3/4 degrees east with said road 4.25 chains [illegible]

49/465

Witness my hand and Notarial seal the day and year last above written.

(Notary Public's Seal) Charles L.Hoover.

(Knox Co.Ind.) Notary Public

My commission expires April 23,1914.

Legal form approved. Jno.J.Williams Description approved F.T.Eaton

Gen'l. Counsel. Chief Engineer

Recorded March 30,1911,at,8:30 o'clock.A.M. Guy L.Shepard, C.R.C.

THE GRANTOR,Ulysses S.Robinson unmarried of Knox County State of Indiana, in consideration of Seven Hundred and Forty Four & 00/100 Dollars in hand paid, Conveys and Warrants to Vandalia Railroad Company, a consolidated corporation organized and existing under the laws of the States of Indiana,and Illinois, as a right of way for its Knox County Coal Branch, a parcel of real estate sixty (60) feet wide, lying thirty (30) feet on each side of the center line of the main track of said Knox County Coal Branch as said main track shall be finally located and constructed through the following parcels of real estate in Knox County,State of Indiana, to-wit:

(1) Beginning at the east corner of Donation One Hundred and sixteen (116), and running thence north-thirty-eight and three-fourth (38 3/4) degrees west, sixteen and seventy-seven hundredths (16.77) chains; thence south fifty-one and one-quarter (51¼) degrees west-fifteen (15) chains to a stake;thence north thirty-eight and three-fourth (38 3/4) degrees west, sixteen and seventy-seven hundredths (16.77) chains; thence south fifty-one and one-quarter (51¼) degrees west fifteen and ninety-one hundredths (15.91) chains; thence south thirty-eight and three-fourth (38 3/4) degrees east, thirty-four and ninety hundredths (34.90) chains to the Donation line;thence north fifty-one and one-quarter (51¼) degrees east,thirty and eighty-eight (30.88) chains to the place of beginning.

(2) All of Donation number One Hundred and fifteen (115), excepting that part thereof now owned by Joseph P.Dutton, being one hundred and seventy-five (175) acres, more or less, on the southwest side of said donation.

The area of the real estate through Donation One Hundred and sixteen (116) hereby conveyed is fifty-three hundredths (0.53) of an acre, more or less, and through Donation One Hundred and Fifteen (115) is six and Ninety-one hundredths (6.91) acres, more or less,-making the total area hereby conveyed seven and forty-four hundredths (7.44) acres,more or less.

The grantor hereby releases and discharges the grantee,its successors and assigns, from

any and all liability and claims for damages on account of the construction, maintenance and operation of said Knox County Coal Branch upon and across the two parcels of real estate above described in like manner and to the same extent as if title to the right of way hereby conveyed had been acquired by condemnation proceedings.

Witness the hand and seal of the grantor this 16 day of February A.D.1911.

Ulysses T.Robinson

State of Indiana, County of Knox SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 16 day of February A.D.1911, personally appeared the above named Ulysses T.Robinson, unmarried, and acknowledged the execution of the foregoing deed.

Witness my hand and Notarial seal, the day and year last above written.

(Notary Public Seal)

Charles L.Hoover.
Notary Public.

Knox Co.Ind.

My commission expires April 23, 1914.

Legal form approved. Jno.T.Williams.
Gen'l. Counsel.

Description approved F.T.Hatch.
Chief Engineer.

Recorded March 30,1911,at,8:30,o'clock.A.M.

Ray L.Shepard, R.M.C.

THE GRANTOR, Ellis House, widower, of Knox County, State of Indiana, in consideration of Four Hundred seventy seven & 00/100 Dollars in hand paid, Conveys and Warrants to Vandalia Railroad Company, a consolidated corporation organized and existing under the laws of the States of Indiana, and Illinois, for a right of way for its Knox County Coal Branch a par-

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Eliza M. Brevoort (SEAL)
Eliza M. Brevoort

STATE OF INDIANA
COUNTY OF KNOX ss

ILLINOIS ACKNOWLEDGMENT FOR HUSBAND AND WIFE

I, O. W. Wilmore, a Notary Public in and for said County in the State aforesaid, do hereby certify that John W. Brevoort and Eliza M. Brevoort, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

GIVEN under my hand and seal this 20th day of July, 1945.

My commission expires Jan. 29th, 1947.

O. W. Wilmore Notary Public
O. W. Wilmore

(INDIANA NOTARY PUBLIC SEAL)

RECORDED THIS 6TH DAY OF AUGUST, 1945 AT 1:00 O'CLOCK P. M.

I. FRANK WILLIS R. A. C.

****

No. 3619

OIL & GAS LEASE B 1786

AGREEMENT, Made and entered into the 4th day of January, 1944 by and between Lowell Dexter Overbay and Lois Overbay, husband and wife, R.R. 1 Vincennes, Indiana of hereinafter called lessor (whether one or more) and SUN OIL COMPANY a Corporation, its successors and assigns, hereinafter called lessee;

Witnesseth; That the said lessor, for and in consideration of ONE HUNDRED THIRTEEN AND 25/100 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 thereon to produce, save and take care of said products, all that certain tract of land situated in the Township of Steen, County of Knox in the State of Indiana and described as follows, to-wit;

East 270 acres of Donation 115; east half (E½) of South Third (1/3) of Donation 126 lying South of the road, except 25 acres in Northeast Quarter (NE¼) thereof and containing 75 acres more or less; North 45 acres of Donation 126 lying West of the road and North of the ditch; 63 acres off West side of Donation 126 lying South of the ditch; containing in all 483 acres, half of which is owned by lessor. Township 3 North Range 8 West

containing 226 1/2 acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise 226 1/2 acres, whether it actually comprises more or less.

It is agreed that this lease shall remain in force for a term of ten 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 lines 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 payable each month for the gas from each oil or gas well which produces gas while the same is sold off the premises, and if used by the lessee in the manufacture of gasoline, lessee will pay lessor monthly for one-eighth (1/8) of the gas so used at the prevailing market value for the gas at the mouth of the well; and lessee 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 his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before the 4th day of January, 19--, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor the sum of $117.25 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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 to the person or depository designated below to receive said rentals, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon subsequent 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. All rentals referred to herein may be paid or tendered to Lowell Dexter Overbay, R.R. 1 Wheatland, Okla. personally or by check mailed to---- State of -----. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

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

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Lessor hereby

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 on the resumption of the payment of rentals as above provided, the last preceding paragraph hereof covering 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 within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date hereof, provided lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations within sixty days (60) from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

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 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 operations thereon, except water from the wells 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 place 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 provisions hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignments or 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 no change or division in the ownership of said land however accomplished shall operate to enlarge the obligations or to diminish the rights of the lessee; 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 assigns or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from them, such default shall not operate to defeat or affect this lease insofar 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, and this lease shall never be forfeited for non-payment of any rental due until after at least ten days' written notice by registered mail or in person shall have been given the lessee.

Lessor hereby covenants 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 to lessor, and be subrogated to the rights of the holder thereof, and the undersigned, lessors, for themselves and their heirs, successors, or 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 WHEREOFTO SIGN, this 4th day of January, 1944

Lowell Dexter Overbay (SEAL)
Lowell Dexter Overbay

Lois Overbay (wife) (SEAL)
Lois Overbay

SUN OIL COMPANY

By S. J. Hardin (SEAL)
T.J. Hardin

STATE OF INDIANA KNOX COUNTY SS:

I, Lois E. Prather, a Notary Public for and in said County, in the State aforesaid, do hereby certify that Lowell Dexter Overbay, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and official seal this 4th day of December, A.D. 1943.

Lois E. Prather
Lois E. Prather Notary Public
Knox County

My Commission expires Aug. 11, 1946
(NOTARY PUBLIC INDIANA SEAL)

STATE OF INDIANA KNOX COUNTY SS:

I, Mabel Bechtrest, a Notary Public for and in said County, in the State aforesaid, do hereby certify that Lois Overbay, wife of Lowell Overbay, Personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and official seal this 2nd day of August, A.D. 1945.

Mabel Bechtrest
Mabel Bechtrest Notary Public
Knox County

My Commission expires Nov. 11, 1948
(NOTARY PUBLIC INDIANA SEAL)

RECORDED THE 8th DAY OF AUGUST 1945 AT 8:20 O'CLOCK A.M.

T. FRANK WILLIS, R.M.C.

No. 7852 OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of August, 1945, by and between George Puppel, a singleman of legal age of Knox County, Indiana party of the first part hereinafter called Lessor (whether one or more) and Kirk D. Roland of Princeton, Indiana party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of One-Hundred and 00/100 DOLLARS ($100.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and

and assigns forever.

EXECUTED this 14 day of December, 1954.

Sara F. Johnson (SEAL)

George H. Johnson (SEAL)

STATE OF Wisconsin)
COUNTY OF Dane) ss.

I, Henry J. Holm a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGE H. JOHNSON and Sara F. Johnson, his wife, of Madison, Wisconsin, each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Notarial seal this 14th day of December 1954.

Henry J. Holm
Notary Public

My Commission expires:
Notary Public, Dane County, Wis.
My Commission expires March 24, 1957

RECORDED THE 7th DAY OF Dec. 1954 AT 8:30 O'CLOCK A.M. J. Manfred Cole R.D.

29

89/252

6302

OIL AND GAS LEASE
Producers 88 Sp. T. O. P. Rev.

AGREEMENT, Made and entered into this ____ day of March 1954 by and between Lowell Overbay and Lois Overbay, his wife

party of the first part, hereinafter called lessor (whether one or more) and Ralph H. Wilson

party of the second part, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of One DOLLARS ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Steen

County of Knox, State of Indiana described as follows, to-wit:

Part of the northeast half of Donation 114, Township 3 North, Range 8 West bounded and described as follows: Beginning at the north corner of said Donation 114; thence south 51¼ degrees east 55.68 chains; thence south 38 3/4 degrees east 8.16 chains; thence north 51¼ degrees east 55.68 chains; thence north 38 3/4 degrees west 8.16 chains to the place of beginning, containing 45.43 acres.

Also Part of Donation 115, ~~[illegible]~~ township 3 north, range 8 west, bounded and described as follows:- Beginning at the south corner of donation 115; thence north 38-3/4 degrees west 18.66 chains; thence north 51¼ degrees east 24.38 chains to a stake; thence south 39 degrees 10 minutes east 18.66 chains to a stake; thence south 51¼ degrees west 24.38 chains to the place of beginning, containing 45.35 acres, more or less.

Also Part of Donation 115 and Donation 126, township 3 north, range 9 west, bounded as follows:- Beginning at the corner of Donation 114, 115, 126, and 127; thence south 51¼ degrees west on the donation line, 37.04 chains to a stake; thence north 38-3/4 degrees west 36.02 chains to the center of the ditch; thence in the center of the ditch as follows:- North 55 degrees east 9.38 chains; thence north 4-3/4 degrees east 5.30 chains; thence north 9½ degrees east 2.10 chains; thence north 28¼ degrees east 2.40 chains; thence north 57 degrees east 9.70 chains to the east line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes west along said right of way line, 27 chains to an iron stake; thence north 60 degrees east 12.80 chains to a post; thence south 38-3/4 degrees east 63.07 chains to the slab road on the donation line; thence south 51¼ degrees west on the donation line, 9.67 chains to the place of beginning, containing 206.50 acres, more or less.
Containing in all 297.28 acres.

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of ~~[illegible]~~ Don. 114-115-126 Township 3 N Range 8 W

It being intended hereby to include [illegible] contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental purposes said leased lands shall be deemed to contain 297.28 acres.

It is agreed that this lease shall remain in force for a term of One years from this date and as long thereafter as oil, gas, casing-head gas, [illegible]

[illegible]

If a test well for the production of oil and /or gas is not commenced within 6 months from date hereof on a block of leases in Donations 101-102-114-115-126 of which this lease is a part than this lease shall terminate as to both parties.

IN WITNESS WHEREOF WE SIGN, this the First day of March 19 54.

_______________ (SEAL) Lowell D. Overbay (Lowell D. Overbay) (SEAL)

_______________ (SEAL) _______________ (SEAL)

_______________ (SEAL) Lois Overbay (Lois Overbay) (SEAL)

98/571

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No.2563.

WARRANTY COAL DEED

THIS INDENTURE WITNESSETH, That Mamie B. Fulford Cox and Asher Cox, her husband, Hilbert B. Fulford and Vivian Fulford, his wife of Knox County, in the State of Indiana, Convey and warrant to Standard Coal Company of Knox County, in the State of Indiana, for the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby expressly acknowledged, all the coal lying in and under the following described real estate in Knox County in the State of Indiana, to-wit:

Part of Donation Seventy-six (76) Township Three (3) North, Range Nine (9) West of the Second principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the southeast line of said Donation 76, distant 14.68 chains south 51½ degrees west from the east corner of said Donation; running thence north 38 3/4 degrees west 34.03 chains; thence south 51½ degrees west 11.59 chains; thence south 38 3/4 degrees east 34.03 chains to the southeast line of said Donation 76; thence north 51½ degrees east along said line 11.59 chains to the place of beginning, containing 40 acres, more or less.

Also part of Donation Seventy-six (76) Township Three (3) North, Range Nine (9) West bounded and described as follows: Beginning 15 chains south 51½ degrees west of the north corner of said Donation 76; thence south 38 3/4 degrees east 33.33 chains; thence south 51½ degrees west 22 feet; thence north 38 3/4 degrees west 33.33 chains to the Donation Line; thence north 51½ degrees east with said line 22 feet to the place of beginning, containing One (1) acre, more or less. containing 41 acres more or less; together with the right to mine and remove same with full mining privileges also the right to enter upon said premises with such machinery and appliances as are necessary for the purpose of further testing of coal, location of pumping stations and escape shaft (by means of drilling) at any time in the future when necessary. Also the right to enter upon such lands and sink such shafts for supply of air, discharge of water or escape as may be necessary for the best operation of a coal mine; also the right to use so much of the surface of said land (not to exceed forty acres) as may be required for the location and construction of tipples and appurtenant buildings, and the deposit and storage of refuse and other materials; also the right to locate, construct and operate a railroad switch over and across such premises, together with a right-of-way for same not to exceed forty feet in width; also the right of way for practical wagon road to mine and its appurtenances, and for the use of the ground so taken and occupied for mine buildings, railroad switches and roads, the said Standard Coal Company shall pay to the said Mamie B. Fulford Cox, Asher Cox, Hilbert B. Fulford and Vivian Fulford the sum of One Hundred and Fifty Dollars ($150.00) per acre.

Also the right to convey over and across said premises in the natural course of drainage, any water that may be produced by the process of mining and removal of coal and the washing of coal; also the right to haul coal from adjoining lands through the above described premises through entries driven in the underlying coal also the right to locate and maintain on said premises, not to exceed three electrical power substations for the purpose of transmitting electrical power to mining operations to be carried on beneath said land and other lands, adjacent thereto, together with the right to locate and maintain necessary power lines thereto. It is also especially agreed and understood that the grantee herein, Standard Coal Company, its grantees, successors or assigns, are under no circumstances to be held responsible for any damage that may accrue to the surface of said lands by subsidence or otherwise, by reason of the mining and removal of coal and

the waiving of dower and homestead and liability for any [illegible] damage to said premises are expressly waived.

IN WITNESS WHEREOF, the said [illegible] Hilbert W. Fulford and Vivian Fulford have hereunto set their hands and [illegible] this [illegible] day of October 1940.

Hanie [illegible] (SEAL)
Hilbert W. Fulford (SEAL)
Vivian Fulford (SEAL)
[illegible] (SEAL)

STATE OF INDIANA,
KNOX COUNTY, ss:

Before me, the undersigned, a Notary Public in and for the said County and State, this 4th day of October 1940 personally appeared [illegible] Hilbert Fox and [illegible] and acknowledged the execution of the annexed warranty d[illegible]

Witness my hand and notarial seal.

Shirley O. [illegible]
Notary Public

My commission expires Feb. 3, 1943.
(NOTARY PUBLIC INDIANA SEAL)

STATE OF INDIANA
SPENCER COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 7th day of October, 1940, personally appeared Hilbert W. Fulford and Vivian Fulford, his wife and acknowledged the execution of the annexed warranty deed.

Witness my hand and Notarial seal.

Jonelle Schonfeld
Notary Public.

My commission expires December 7, 1943.
(NOTARY PUBLIC SPENCER COUNTY INDIANA SEAL)
I hereby certify that U.S.I.R. to the amount of $[illegible].10 was hereto attached and cancelled.
RECORDED THE 4TH DAY OF OCTOBER, A.D. 1940 AT 4:00 o'clock P.M.

[illegible] Recorder.

[illegible]

No. 5561. WARRANTY DEED

THIS INDENTURE WITNESSETH, That Fred M. Antibus and Minnie J. Antibus, husband and wife of Knox County, in the State of Indiana Convey and Warrant to Clarence Benjamin and Mary Benjamin, husband and wife of Knox County, in the State of Indiana, for and in consideration of One Dollar and other considerations Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Knox County in the State of Indiana, to-wit:

Part of the southeast quarter of the southwest quarter of section 16, township 4 north range [illegible], bounded and described as follows: Beginning south 55 degrees 40 minutes west 12 feet from the north west corner of lot #20 in Barrow's addition to the Town now city of Bicknell, Knox County, Indiana; thence south 34 degrees 20 minutes east 120 feet; thence south 55 degrees 40 minutes west 50 feet; thence north 34 degrees 20 minutes west 120 feet; thence north 55 degrees 40 minutes east 50 feet to the place of beginning. Situated in the City of Bicknell, Knox County, Indiana.

Grantee assumes and agrees to pay the 1940 taxes due in 1941.

IN WITNESS THEREOF, The said Fred M. Antibus and Minnie J. Antibus, husband and wife, have hereunto set their hands and seals, this 7th day of September 1940.

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NO. 3380

EASEMENT

WHEREAS, Standard Coal Company is the owner and operator of a coal mine located in Palmyra Township, Knox County, Indiana, commonly known as the Julian Mine; and, for the purpose of storing water for use in its mining operations, has heretofore constructed and now maintains a mine pond upon its said real estate, by the construction and maintenance of a dam across a ditch or creek running through its said real estate, and

WHEREAS, Raymond L. Elliott and Martha T. Elliott, his wife, are the owners of real estate immediately north of and adjoining the said coal mine of Standard Coal Company, and particularly immediately north of and adjoining the said mine pond of Standard Coal Company, and

WHEREAS, said ditch or creek runs through said real estate of the Elliotts, flowing to and toward said mine pond, and Elliotts contend that water is and will flood and overflow upon the lands of Elliotts from said pond and from said ditch or creek, by reason of the construction and maintenance of said dam and said pond,

NOW, THEREFORE, for and in consideration of One Dollar($1.00) and other valuable considerations, the receipt of which is hereby expressly acknowledged, Raymond L. Elliott and Martha T. Elliott, his wife, both of Knox County, Indiana, do hereby give, grant and convey unto Standard Coal Company, an Indiana corporation, its successors and assigns, an easement of limited use and occupancy upon the following described real estate, situated in Knox County, Indiana, to-wit:

Part of Donation Number Seventy Seven (77) township three (3) North range nine (9) West, bounded and described as follows, to-wit: Beginning at a stake 11.77 chains North 38 3/4 degrees West of the quarter corner on the South West line of said Donation 77; thence north 72 degrees 45 minutes East with the line of land owned by the Trustees of Vincennes University and Louis L. Langdon, Jr. a distance of 64.8 chains more or less to a stake in the North East line of said Donation 77; thence North 38 3/4 degrees West with the said North East line of Donation 77, a distance of 45.57 chains to the North corner of said donation; thence South 51¼ degrees West with the North West line of said donation a distance of 60 chains more or less to the West corner of said donation; thence South 38 3/4 degrees East a distance of 21.90 chains to the place of beginning, containing in all 200 acres, more or less.

The nature, object, purposes and extent of said easement and the limitations, conditions and restrictions upon which it is given and granted by the said Raymond L. Elliott and Martha T. Elliott, his wife, and accepted by the said Standard Coal Company are as follows, to-wit:

1. Said easement shall extend and apply to so much of said described real estate as may be subject to overflow, inundation, injury or damage, either to the land itself, to the tile, sewers and drains thereon, or to crops or pasture thereon, resulting from the existence or maintenance of the aforesaid dam and pond on the adjoining land of said Standard Coal Company, including but not being limited to the obstruction of the water courses on the said land of Raymond L. Elliott and Martha T. Elliott, his wife. The purpose of this easement is to completely bar any claim or action by the said Raymond L. Elliott and Martha T. Elliott, his wife, or their successors in title, for damages to their said land, crops, tile, sewers, drains and pasture, or any part thereof, on account of the existence or maintenance of the aforesaid dam and pond on the adjoining land of said Standard Coal Company, on account

of the flooding or inundation of said real estate of said Raymond L. Elliott and Martha T. Elliott, his wife, and on account of interference with the said water course or courses of the said Elliotts.

2. It is agreed that the Standard Coal Company, its successors and assigns, shall not raise the overflow level of said dam above its present level; that the rights, privileges and authority herein granted by Elliotts to Standard Coal Company, shall automatically terminate upon the permanent closing and abandonment of

- 2 -

the said Julian Mine of the Standard Coal Company, and that at said time Standard Coal Company will remove enough of said dam to permit the free flow of water in said ditch or creek.

IN WITNESS WHEREOF, the said Raymond L. Elliott and Martha T. Elliott, his wife, have hereunto set their hands and seals this 23rd day of June, 1949.

RAYMOND L. ELLIOTT (SEAL)
Raymond L. Elliott

MARTHA T. ELLIOTT
Martha T. Elliott

STATE OF INDIANA,
KNOX COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County, this 23rd day of June, 1949, personally appeared the within named Raymond L. Elliott and Martha T. Elliott, his wife, who acknowledged the execution of the annexed easement. Witness my hand and official seal.

JOHN A. ACKER
John A. Acker, Notary Public

My Commission expires:
Dec. 8, 1951
(JOHN A. ACKER KNOX COUNTY, INDIANA NOTARY PUBLIC SEAL)

I HEREBY CERTIFY THAT U.S.I.R.S. IN THE AMOUNT OF $ .55 WERE HEREUNTO ATTACHED AND CANCELLED.

RECORDED THE 28TH DAY OF JUNE 1949 AT 1:40 O'CLOCK P.M.

J. MANFRED CORE, R.K.C.

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NO. 3960 WARRANTY DEED

THIS INDENTURE WITNESSETH, That CLARDE HARPER, JR. AND MARY E. HARPER, HUSBAND AND WIFE of KNOX County, and State of INDIANA CONVEY AND WARRANT to ALMA E. HILES of KNOX County, in the State of INDIANA for the sum of ONE DOLLAR AND OTHER CONSIDERATION, the receipt of which is hereby acknowledged, the following REAL ESTATE, in KNOX COUNTY, in the State of Indiana, to wit:

LOT NUMBER ONE HUNDRED THIRTY SIX (136) IN COCHRAN'S ADDITION TO THE CITY OF VINCENNES, KNOX COUNTY, INDIANA.

SUBJECT TO A CERTAIN MORTGAGE EXECUTED BY CLARDE HARPER, JR. AND MARY E. HARPER, HUSBAND AND WIFE, TO VINCENNES [illegible]ING AND LOAN ASSOCIATION OF VINCENNES, INDIANA, FOR THE SUM OF $5000, DATED FEBRUARY 16, 1948 AND RECORDED FEBRUARY 20, 1948 IN MORTGAGE BOOKS 120 PAGE 663 IN THE RECORDER'S OFFICE OF KNOX COUNTY, INDIANA.

GRANTEE ASSUMES AND AGREES TO PAY THE 1948 NOVEMBER INSTALLMENT OF TAXES

586 3454

Parcel No. 9A ORIGINAL Knox County

Oaklea-Wilmington Line Steen Township

190
586
32

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 30 day of July 19 73, by and between Lowell Dexter Overbay and Lois Overbay, his wife

whose address is R. R. #1, Box 202, Wheatland, Indiana 47597

of the County of Knox, State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar ($1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby grants to Grantee a permanent and perpetual right-of-way and easement [illegible] electrical transmission power line with the right to the Grantee to locate, constru[illegible] construct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at a[illegible] times poles, towers, and/or supporting structures, conductors and all necessary [illegible] facilities and equipment with respect to such line for transmitting electric energy, including crossarms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Knox, and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on both sides of a center line, which center line shall be established by connecting the center points of the poles, towers, and/or supporting structures as constructed on the Premises and/or adjoining lands, and which center line is more particularly described as follows:

Beginning at a point on a Southwesterly property line of the land of Grantor, said point being seventeen hundred sixty-five and four tenths (1765.4) feet Northwesterly of the Southeasterly line of Section #15, Township 3 North, [illegible] 8 West, said line runs on a bearing of North 6[illegible] 30' East for a distance of thirty [illegible] seconds thirty-[illegible] and one tenth (3132.1) feet to a point on the Northeasterly p[illegible] line of the land of Grantor, said point being twenty-three hundred forty-four [illegible] one tenths (2344.1) feet Northwesterly of the East property corner of the land of Grantor.

Which strip of land is located in that part of the land of Grantor which is in the part of Section #15, and #10, all being in Township 3 North, Range 8 West, and containing in the above described easement strip 10.79 acres, more or less.

By acceptance of this grant, Grantee agrees that upon intentional abandonment by the Grantee, including successors and assigns of the rights and privileges herein granted, said rights and privileges shall terminate and the burden imposed upon the fee simple estate hereby automatically extinguished.

TOGETHER with the right to the Grantee: to cut, to control or eliminate by chemical or other means, any trees, overhanging branches and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from any necessary portion of Grantor's real estate to the Premises by way of established roads or lanes at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise (i.e. Acts of God, etc.) in which event such ingress and egress route shall be within Grantee's discretion.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops, livestock, fruit trees and nursery stock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filed with the Grantee at its General Headquarter's office within two hundred forty (240) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of any damage. If Grantee accepts such claim of damages, the same shall be paid in full within thirty (30) days; or, if rejected, Grantee shall notify Grantor of such rejection in writing within thirty (30) days.

2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted, including agricultural uses; provided, the Grantor, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.

3. Grantee expressly limits itself to 24 structures and to the utilization of eight (8) transmission wires, with the vertical distance of such wires from the ground [illegible] being in minimum conformity with the requirements and specifications of the [illegible] Electric Safety Code, Sixth Edition

4. Grantee agrees to remove all debris from the Premises caused by Grantee in the construction, operation and maintenance of Grantee's Facilities.

3. Grantee covenants that the Premises may be used for accommodating uses, such as water lines, gas lines, storm or sanitary sewers, streets, sidewalks, alleys, telephone and CATV cables and other uses provided that any such proposed accommodating use shall meet the written authorized acceptance by Grantee as a condition precedent to such occupation.

6. Grantee, for itself and its successors and assigns, further covenants and agrees to indemnify and save harmless Grantor, their successors and assigns, from and against any and all claims, demands, actions or causes of action that may be hereafter made or prosecuted against Grantor, their successors and assigns, or against Grantor and any other person, firm or corporation for property damage or personal injury or death arising out of or by reason of, or directly resulting from the construction, operation and maintenance of Grantee's Facilities, unless arising from the sole or contributing negligent acts or omissions of Grantor, their successors and assigns; and further promises and agrees to reimburse Grantor, their successors and assigns, for any sums of money that they may hereafter be required to expend in connection with or because of any such claims, demands, actions or causes of action. Any and all claims, including third-party claims, shall be submitted in writing to Grantee within sixty (60) days after such claim arises or after Grantor becomes aware of such claim.

7. Grantee's right of ingress and egress, by way of established roads or lanes, or emergency routes, shall be conditioned upon the prompt payment by Grantee to Grantor, their successors and assigns, of any claims of damage to any such established roads or lanes, or emergency routes, directly resulting from Grantee's use thereof.

8. Grantee covenants that it will take all reasonable precautions in the construction, operation and maintenance of Grantee's Facilities to prevent the flight or escape of any livestock, and Grantee assumes all responsibility, as well as possible damage to third parties, caused by the flight or escape of such livestock, if directly attributable to the acts of the Grantee in the construction, operation and maintenance of Grantee's Facilities.

9. Grantor hereby consents and agrees that this Right-of-Way Easement, and all rights granted to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor, but Grantee shall immediately notify Grantor of the name of the party to whom any such assignment or transfer has been made.

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

IN WITNESS WHEREOF, the said Grantor has hereunto set _____ hand_ this day and year first above written.

Lowell Dexter Overbay (SEAL) _____ (SEAL)
Lowell Dexter Overbay — Grantor

_____ (SEAL) Lois Overbay (SEAL)
Lois Overbay

STATE OF INDIANA)
)SS:
COUNTY OF KOSCIUSKO)

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, Lowell Dexter Overbay and Lois Overbay, his wife, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, this 30th day of July, 1992.

Howard C. Chase
Howard C. Chase, Notary Public

My commission expires: May 25 1996

This instrument was prepared by:
Frank T. Lewis, Attorney at Law,
1000 East Main Street
Plainfield, Indiana 46168

Approved as to

Form	Execution	Recording

RECORDED THE 9 DAY OF May 1993 AT 9:00 O'CLOCK A.M. Raymond Eller R.E.C.

136

33

5859

136/149

OIL AND GAS LEASE

MIDCONTINENT REPRODUCTION CO.
MATTOON, ILL.

This agreement made the 8th day of September, 77

Lowell Delter Overbay a widower not since remarried
R.R. 1 Wheatland, Indiana 47597

Energy Resources of Indiana, Inc.
P.O. Box 595 Lawrenceville, Ill.

1. Lessor, in consideration of Ten & more Dollars

The following described land in Knox County, Indiana

Part of Donations 115, 126, in Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51½ degrees West on Donation Line 37.04 chains to a stake; thence North 38 3/4 degrees West 36.02 chains to the center of the ditch; thence in the center of the ditch as follows, North 55 degrees East 9.20 chains; thence North 4 3/4 degrees East 5.30 chains; thence North 9½ degrees East 2.10 chains; thence North 28½ degrees east 2.40 chains; thence North 57 degrees east 9.70 chains to the East Line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right of way line 27.00 chains to an iron stake; thence North 60 degrees east 12.80 chains to a post; thence South 38 3/4 degrees East 63.07 chains to the slab road on the Donation Line; thence South 51½ degrees West on the Donation Line 9.67 chains to the place of beginning, containing 206.50 acres, more or less.

Also, Part of Donation No. 115, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the South corner of Donation No. 115; thence North 38 degrees 45 minutes west 18.66 chains; thence North 51 degrees 15 minutes East 24.24 chains to a stake; thence South 39 degrees 10 minutes East 18.68 chains to a stake on the Southeast line of said Donation No. 115; thence South 51 degrees 15 minutes west 24.38 chains to the place of beginning, containing 45.35 acres, more or less.

Also, Part of the Northwest half of Donation 114, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the North corner of said Donation 114, thence South 51½ degrees West 55.68 chains; thence South 38 3/4 degrees East 8.16 chains; thence North 51½ degrees east 55.68 chains; thence North 38 3/4 degrees West 8.16 chains to the place of beginning, containing 45.43 acres, more or less.

206

183

34

Rev. 8-62
Form I.C. 126 RP (County)
Purchase Grant

6663

Auditor's Office of KNOX County

Dept. Copy (White)
Grantor Copy (Pink)
County Copy (Blue)

Proj. No. 05-9942

Section

Str. No. Knox 9948

RIGHT OF WAY GRANT

Parcel No. 2

This indenture witnesseth that the undersigned, as grantors and sole owners of land in KNOX County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of KNOX to improve, hereby grant, bargain, warrant and convey to the County of KNOX for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of KNOX. The description from said plans of said right of way hereby granted is as follows:

PLANS ON COUNTY ROAD NO. SE 3002 PROJECT NO. 05-9942 BR STR. NO. Knox 9948

PLANS DATED 12-5-77

Donation

SEC 115 T 3N R 8W 14012 SQ. FT. 0.322 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION	to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L): A			
6 + 75	to 6 + 75	20' (±PL) to 30 feet	feet
6 + 75	to 7 + 75	30' to 47 feet	feet
7 + 75	to 9 + 00	47' to 52 feet	feet
9 + 00	to 9 + 80	52' to 55 feet	feet
9 + 80	to 11 + 00	55' to 40' feet	feet
11 + 00	to 13 + 50	40' to 20' (±PL) feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet

Recorded this 19 day of Dec. 1977 at 2 o'clock P.M.
Recording Fee $ 7.00
Marvin C. Westfall

The above and foregoing grant is made in consideration of payment of the sum of

Dollars ($ -0-), which sum shall be paid to the order of

Lowell D. Overbay

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by KNOX County, through its authorized representatives. Whenever the County of KNOX shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of KNOX or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned GRANTOR being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of KNOX to pay them the amount herein stipulated.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

Lowell D. Overbay (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

Attest: Paul J. Thais
Auditor

Dated December 12, 1977

The above grant is hereby accepted.

Joseph [illegible]
[illegible]

Board of County Commissioners of KNOX County, Indiana

RECORDED THE 19 DAY OF Dec 1977 AT 2 O'CLOCK PM. Marvin C. Westfall R. K. C.

6664

(35) 206

164

Rev. 9-66
Form LC-120-RF (County)
Purchase Grant

Auditor's Office of KNOX

Way Dept. Copy (White)
Grantor Copy (Pink)
County Copy (Blue)

Proj. No. 03-9942

Section

Str. No. Knox 9942

Temporary
RIGHT OF WAY GRANT
PARCEL NO. 25

This indenture witnesseth that the undersigned, as grantors and sole owners of land in KNOX County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of KNOX to improve, hereby grant, bargain, warrant and convey to the County of KNOX for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of Knox. The description from said plans of said right of way hereby granted is as follows:

PLANS ON COUNTY ROAD NO. SE 3008 PROJECT NO 03-9942 SEC. STR. NO. Knox 9942

Donation

PLANS DATED 12-5-77

115 T 3N R 8W

87.46 SQ. FT.
0.200 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, where Station Number and plus is followed by the letters P.L.; P.T.; P.C.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION	to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)			
9 + 80	to 10 + 35	55'(R/W) to 135' feet	feet
10 + 35	to 11 + 30	135' feet	feet
11 + 30	to 10 + 80	135' to 62.5'(R/W) feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	feet	feet
	to	Recording Fee $ feet	feet

The above and foregoing grant is made in consideration of payment of the sum of

Dollars ($ — 0 —), which sum shall be paid to the order of

Lowell D. Overbay

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by Knox County, through its authorized representatives. Whenever the County of KNOX shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of KNOX or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned OWNER OF

being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or spouses of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of to pay them the amount herein stipulated.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

Lowell D. Overbay (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

Attest:

Paul J. Shaw
Auditor

Dated December 19, 1977.

The above grant is hereby accepted

Joseph M. Pugh Jr.
Thurman E. Frisk

Board of County Commissioners of
Knox County, Indiana

RECORDED THE 19 DAY OF Dec 1977 AT 2 O'CLOCK P.M. Marvin C. Schofield R.R.C.

142
579

36

5393

COMM. CLAUSE

OIL AND GAS LEASE

Short Form

579

AGREEMENT, Made and entered into the 24th day of October, 19 79 by and between Lowell Dexter Overbay hereinafter called lessor (Whether one or more), and Ram Oil Co. hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten (10) 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, 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 Knox State of Indiana described as follows, towit: (Steen Township)

Part of Donations 115 and 126 in township 3 north, range 8 west, bounded and described as follows, towit: Beginning at the corner of Donations 114, 115, 126 and 127; thence south 51¼ degrees west on Donation line 27.04 chains to a stake; thence north 38 3/4 degrees west 36.02 chains to the center of the ditch; thence in the center of the ditch as follows, North 55 degrees east 9.20 chains; thence north 4 3/4 degrees east 5.30 chains; thence north 9½ degrees east 2.10 chains; thence north 28½ degrees east 2.40 chains; thence north 57 degrees east 9.70 chains to the East line of the Vandalia mine switch; thence north 22 degrees 39 minutes west along said right of way line 27.00 chains to an iron stake; thence north 60 degrees east 12.80 chains to a post; thence south 38 3/4 degrees east 63.07 chains to the slab road on the Donation line; thence south 51¼ degrees west on the Donation line 9.67 chains to the place of beginning, containing 206.50 acres, more or less.

Also, part of Donation No. 115, Township 3 north, range 8 west, bounded and described as follows, towit: Beginning at the south corner of Donation No. 115; thence north 38 degrees 45 minutes west 18.66 chains; thence north 51 degrees 15 minutes east 24.24 chains to a stake; thence south 39 degrees 10 minutes east 18.66 chains to a stake on the southeast line of said Donation No. 115; thence south 51 degrees 15 minutes west 24.38 chains to the place of beginning, containing 45.35 acres, more or less.

Also, subject to a roadway over and upon a strip of ground 20 feet of equal width off the entire southwest side of said 45.35 acre tract.

Also, Part of the Northwest half of Donation 114 Township 3 North, Range 8 West, bounded and described as follows, towit: Beginning at the north corner of said Donation 114; thence south 51¼ degrees west 55.68 chains; thence south 38 3/4 degrees East 8.16 chains; thence north 51¼ degrees east 55.68 chains; thence north 38 3/4 degrees west 8.16 chains to the place of beginning, containing 45.43 acres, more or less.

Containing in all the above described real estate 297.28 acres, more or less.

IT IS AGREED that this lease shall remain in force for a term of Seven (7) Months 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 (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (⅛) 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 if used in the manufacture of gasoline, a royalty of one-eighth (⅛) 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 (⅛) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 24 day of May, 19 85, this lease shall terminate as to both parties. 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 if such well had been completed within the term 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 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, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line 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 lands.

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.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or units shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

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 assignment of 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. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said 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 hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

Lessee agrees to drill one well per year if a producing well is found. In the event more than one well is drilled per year, the accumlative wells will count as one well per year. If wells are not drilled eachyear, lessee will release undeveloped acreage.

IN WITNESS WHEREOF WE SIGN, the date first above written

	(SEAL)	(SEAL)	Lowell D. Overbay
	(SEAL)	(SEAL)	Lowell Dexter Overbay
	(SEAL)	(SEAL)	
	(SEAL)	(SEAL)	
	(SEAL)	(SEAL)	
	(SEAL)	(SEAL)	

ACKNOWLEDGMENT

STATE OF Indiana }
Allen COUNTY } SS.

I, Alice Valentine, Jr., a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Lowell Irvine Overly

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 27th day of October, 19

My commission expires February 8, 1980

Alice Valentine, Jr.
Notary Public
Resident in Allen County, Indiana

This instrument prepared by Nat Gil, Jr.

ACKNOWLEDGMENT

STATE OF }
COUNTY } SS.

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this day of 19

My commission expires

Notary Public

ACKNOWLEDGMENT

STATE OF }
COUNTY } SS.

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this day of 19

My commission expires

Notary Public

FORM FOR CORPORATION

STATE OF }
COUNTY } SS.

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of

to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19

My commission expires

Notary Public

RECORDED April 19 79 AT 8:12 A.M. in Miscellaneous Records
Book 142 BOOK 142 PAG 579 THE 5451

OIL & GAS 142

142
760

36

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, RAM OIL CO., hereinafter called Assignor, for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto THE OIL COMPANY, hereinafter called Assignee, all right, title and interest in and to the Oil and Gas Leases described in Exhibit A attached hereto and made a part hereof.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims: That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in force have been duly performed: and the Assignor hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED this 26th day of January, 1980.

RAM OIL CO., an Illinois Corporation

By Stephan A. Messman
Stephan A. Messman, Vice President

STATE OF ILLINOIS }
COUNTY OF EDWARDS } SS.

I, Linda F. Osmus, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Stephan A. Messman of RAM Oil Co., to me personally known as the Vice President of RAM Oil Co. and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said RAM Oil Co., for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 26th day of January, 1980.

Linda F. Osmus
Notary Public

My commission expires:

4/5/81

EXHIBIT A

1. Oil and Gas Lease dated October 1, 1979, from Barbara Lloyd McDwen, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 570, of the records of the Office of the Recorder of Knox County, Indiana.

2. Oil and Gas Lease dated October 1, 1979, from John Lloyd, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 573, of the records of the Office of the Recorder of Knox County, Indiana.

3. Oil and Gas Lease dated October 1, 1979, from Aline Robinson Elmer, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 597, of the records of the Office of the Recorder of Knox County, Indiana.

4. Oil and Gas Lease dated October 1, 1979, from Charles D. Robinson and M. Pauline Robinson, husband and wife, as Lessors, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 591, of the records of the Office of the Recorder of Knox County, Indiana.

5. Oil and Gas Lease dated October 1, 1979, from Corinne Robinson House, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 594, of the records of the Office of the Recorder of Knox County, Indiana.

The above leases cover the following described property to-wit:

Part of Donation One Hundred Twenty-six (126), Township Three (3) North, Range Eight (8) West; bounded and described as follows, to-wit: Beginning 9.67 chains, North 51 degrees 15 minutes East of the South corner of said Donation 126; thence North 51 degrees 15 minutes East, 32.80 chains; thence North 38 degrees 45 minutes West, along the center of a gravel road, 19.97 chains to an iron pipe; thence South 51 degrees 15 minutes West 16.67 chains to a stake; thence North 38 degrees 45 minutes West 41.19 chains to the center of a ditch; thence South 60 degrees 00 minutes West, along the center of said ditch, 16.60 chains; thence South 38 degrees 45 minutes East, 63.07 chains to the beginning, containing 133.t Acres, more or less.

Also, part of Donation One Hundred Twenty-six (126), Township Three (3) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning at an iron pipe in the center of a gravel road, 42.47 chains, North 51¼ degrees East and 39.66 chains, North 38 3/4 degrees West of the South corner of said Donation 126; thence North 38 degrees 45 minutes West along center of said road 18.77 chains to the center of a ditch; thence South 59 degrees 38 minutes West along the center of said ditch 16.84 chains, thence South 38 degrees 45 minutes East 21.22 chains to a stake; thence North 51 degrees 15 minutes East 16.67 chains to the beginning, containing 33.3 Acres, more or less.

Also, part of Donation One Hundred Twenty-six (126, Township Three (3) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning at an iron pipe in the center of a gravel road 42.47 chains, North 51¼ degrees East and 19.69 chains North 38 3/4 degrees West of the South corner of said Donation 126; thence North 38 degrees 45 minutes West, along the center of said road 19.97 chains to an iron pipe; thence South 51 degrees 15 minutes West 16.67 chains to a stake; thence South 38 degrees 45 minutes East, 19.97 chains to a stake; thence North 51 degrees 15 minutes East, 16.67 chains to the beginning, containing 33.3 Acres, more or less.

Containing in all the above-described real estate 200 Acres, more or less.

6. Oil and Gas Lease dated June 28, 1979, from Paul E. Horn and Bertha Horn, husband and wife, as Lessors, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 614, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation Numbered 151, Township 4 North, Range 8 West, bounded and described as follows: Beginning at a point on the Southwest line of said Donation 151, South 38 3/4 degrees West 24.81 chains from the West corner thereof; thence North 51½ degrees East, 12.75 chains; thence South 38 3/4 degrees East, 25.75 chains; thence South 51½ degrees West, 12.75 chains; thence North 38 3/4 degrees West, 25.75 chains to the place of beginning, containing 32.83 Acres, more or less.

Also, part of Donation Number 152, Township 4 North, Range 8 West, bounded and described as follows: Beginning at the West corner of said Donation 152; thence North 51½ degrees East 20.50 chains to a stake on the Donation line; thence South 38 3/4 degrees East 11.25 chains to a stake, Anderson's corner, thence South 55 degrees West 20.67 chains to the Donation line; thence North 38 3/4 degrees West on the Donation line 8.04 chains to the beginning, containing 21.63 Acres, more or less.

Containing in both tracts 54.46 Acres, more or less.

7. Oil and Gas Lease dated October 23, 1979, from Elsworth Yocum, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 566, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation Number 139, described as follows. Beginning at the East corner of said Donation 139; thence South 51½ degrees West 15 chains to a stake; thence South 38 3/4 degrees East 12 chains and 88 links to a stake; thence Northeast 15 chains to a stake; thence North 38 3/4 degrees West 12 chains and 88 links to the place of beginning, containing 19.32 Acres.

Also, part of Donation 139, Township 4 North, Range 8 West, described as follows, to-wit: Beginning at a point on the Southwest line of Donation 152, thirty-six and one hundredths (36.01) chains North 38 3/4 degrees West of the South corner of said Donation 152; thence South 51½ degrees West 1204 feet to a stone; thence North 38 3/4 degrees West 144.75 feet to a stake; thence North 51½ degrees East 1204 feet to the Northeast line of said Donation 139; thence South 38 3/4 degrees East 144.75 feet to the place of beginning, containing 4 Acres, more or less.

Also, part of Donation 139, Township 3 and 4 North, Range 8 West, bounded and described as follows, to-wit: Beginning South 38 3/4 degrees East 47.91 chains from the North corner of said Donation 139; thence South 51½ degrees West 10.28 chains; thence North 38 3/4 degrees West 10.09 chains; thence North 51½ degrees East 10.28 chains to the Northeast line of said Donation 139; thence South 38 3/4 degrees East 10.09 chains to the place of beginning, containing 10.37½ Acres.

Also, part of Donation 139, Township 4 North, Range 8 West, described and bounded as follows: Beginning at a stake on a line running parallel with the Northeast boundary line of said Donation, said stake being 52 rods Southeast of a stone on the Northwest boundary line of said Donation, said stone being 2163 4/12 feet from the Northeast corner of said Donation; thence Southeast parallel with the Northeast boundary line of said Donation 50 rods; thence Northeast parallel with the Northwest boundary line of said Donation 32 rods; thence Northwest parallel with the Northeast boundary line of said Donation 50 rods; thence Southwest parallel with the Northwest boundary line of said Donation 32 rods to the place of beginning, containing 10 Acres.

Containing in all 83.69½ Acres, more or less.

8. Oil and Gas Lease dated October 4, 1979, from Leonard J. Wood and Helen G. Thomas, as Lessors, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 576, of the records of the Office of the Recorder of Knox County, Indiana covering the following described property, to-wit:

   Part of Donation 102, Township 4 North, Range 8 West, described as follows: Beginning at a stake on the Southwest line of said Donation North 38 3/4 degrees West 886 feet from the South corner thereof; thence North 38 3/4 degrees West 410.5 feet to a stake; thence North 51½ degrees East 1210 feet to an iron stake; thence South 38 3/4 degrees East 410.5 feet to a pump pipe; thence South 51½ degrees West 1210 feet to the beginning, containing 11.4 Acres

9. Oil and Gas Lease dated October 24, 1979, from Lowell Dexter Overbay, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 579, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

   Part of Donations 115 and 126, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51½ degrees West on Donation line 27.04 chains to a stake; thence North 38 3/4 degrees West 38.02 chains to the center of the ditch; thence in the center of the ditch as follows, North 55 degrees East 9.20 chains; thence North 4 3/4 degrees East 5.30 chains; thence North 9½ degrees East 2.10 chains; thence North 20½ degrees East 2.40 chains; thence North 57 degrees East 9.70 chains to the East line of the Vandalia mine switch; thence North 23 degrees 39 minutes West along said right-of-way line 17.00 chains to an iron stake; thence North 60 degrees East 12.80 chains to a post; thence South 38 3/4 degrees East 63.07 chains to the slab road on the Donation line; thence south 51½ degrees West on the Donation line 9.67 chains to the place of beginning, containing 106.50 Acres, more or less.

   Also, part of Donation 115, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the South corner of Donation 115; thence North 38 degrees 45 minutes West 18.66 chains; thence North 51 degrees 15 minutes East 24.24 chains to a stake; thence South 39 degrees 10 minutes East 18.66 chains to a stake on the Southeast line of said Donation 115; thence South 51 degrees 15 minutes West 24.38 chains to the place of beginning, containing 45.35 Acres, more or less.

   Also, subject to a roadway over and upon a strip of ground 20 feet of equal width off the entire Southwest side of said 45.35 Acre tract.

   Also, part of the Northwest half of Donation 114, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the North corner of said Donation 114; thence South 51½ degrees West 55.68 chains; thence South 38 3/4 degrees East 8.16 chains; thence North 51½ degrees East 55.69 chains; thence North 38 3/4 degrees West 8.16 chains to the place of beginning, containing 45.43 Acres, more or less.

   Containing in all the above-described real estate 297.28 Acres, more or less.

10. Oil and Gas Lease dated October 28, 1979, from Paul Horn and Bertha E. Horn, husband and wife, as Lessors, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 582, of the records of the Office of Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation 140 bounded as follows: Beginning at a stake the last corner of said Donation, thence South 51½ degrees West on the line dividing Donations 139 and 140, 41.94 chains to the Northeast line of Donation 139; thence North 38 3/4 degrees West, 1 chain and 72 links to the Southeast line of Donation 126; thence North 51½ degrees East 62 links to the last corner of Donation 141; thence North 38 3/4 degrees West 32.94 chains; thence North 51½ degrees East 41.32 chains to the Northeast line of said Donation 140; thence South 38 3/4 degrees East 31.99 chains to the place of beginning, containing 158.74 Acres.

Also, part of Donation 125 bounded and described as follows: Beginning at the last corner of said Donation 125, thence North 38 3/4 degrees West 28.77 chains, thence South 41½ degrees West 23.20 chains; thence South 48 degrees and 30 minutes East 7.63 chains, thence South 34½ degrees East 22.11 chains, to the line between Donations 125 and 126, thence North 55½ degrees East 22.78 chains to the place of beginning, containing 67 ½.

EXCEPTING THEREFROM all of the following described tracts of real estate, to-wit:

Part of Donations 139 and 140, Township 4 North, Range 8 West, in Knox County, State of Indiana, bounded and described as follows, to-wit: Beginning where the center line of a public road in Donation 139 intersects the North right-of-way of a distance of 41 feet from the center line of the main track, thence in a Northeasterly direction, parallel with and at a distance of 41 feet from the center of said tract, a distance of 1347.6 feet, thence at right angles to and towards the main track 20 feet; thence in a Northwesterly direction at a distance of 45 feet from the center of the Main track, a distance of 1463.6 feet, thence South 34 degrees and 20 minutes East, a distance of 94.11 feet; thence in a Southwesterly direction at a distance of 50 feet from the Main tract a distance of 1672.8 feet, thence at a right angle towards the main track a distance of 25 feet, thence parallel to and at a distance of 25 feet from center of main track a distance of 1241.8 feet, thence with the center line of the public road 72.96 feet to the place of beginning, containing 3.12 Acres.

Also, part of Donation 140 bounded and described as follows, to-wit: Beginning at a stake which is South 34 degrees and 20 minutes East 2221.6 feet and South 51 degrees and 36 minutes West 1609.7 feet from the North corner of Donation 140, thence South 38 degrees and 20 minutes East 515.3 feet to a stake, thence South 51 degrees and 24 minutes West 809.9 feet to a stake, thence North 38 degrees and 20 minutes West 515.3 feet to a stake; thence North 51 degrees and 24 minutes East 809.9 feet to the place of beginning, containing 10.52 Acres, heretofore conveyed to the American Coal Mining Company.

Also, that part of the Southeast half of Donation 140, Township 4 North, Range 8 West, lying between the American Coal Mining Company's switch right-of-way and the line dividing said Donation, said line lying between the lands of John Phillipps and James E. Horn, and being the same real estate heretofore conveyed by James E. Horn to L. D. Vaught on the 27th day of July, 1910.

Leaving herein contained after said exceptions 260.42 Acres, more or less.

Also, excepting therefrom that part heretofore sold on contract, being part of the Southwest half of Donation 140 and the Northeast half of Donation 125.

The amount of acreage herein being leased is 90 Acres, more or less.

[illegible] and Ida Lewis dated October 7, 1[illegible] from [illegible] Harris E. Sullivan, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Deed Record [illegible], Page [illegible], of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation 124, Township [illegible] North, Range [illegible] West described as follows, to-wit: Beginning in the Northwest boundary line of said Donation, 445.3 feet Southwest of the North corner of said Donation; thence Southwest along said Northwest boundary line of said Donation, 52 4/11 rods; thence Southeast parallel with the Northwest boundary line of said Donation, [illegible] Northeast parallel with the said Northwest boundary line of said Donation, 52 4/11 rods; thence Northwest parallel with the Northwest boundary line of said Donation, 17 rods to the place of beginning, containing 10 Acres.

Also, part of Donation 124, Township 2 North, Range [illegible] West described as follows, to-wit: Beginning at a stone the North corner of said Donation 124; thence South 41½ degrees West [illegible] chains to a stone; thence South 38 3/4 degrees East [illegible] chains; thence North 41½ degrees East [illegible] chains to the Northeast line of said Donation; thence North [illegible] degrees W[illegible] 13.00 chains to the place of beginning, containing 17 3/ Acres more or less.

Containing in the above-described real estate 41.[illegible] acres, more or less.

[illegible] and Ida Lewis dated October 7, 1[illegible] from [illegible] Harris E. Sullivan, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Deed Record [illegible], Page 566, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation 126, Township 2 North, Range 6 West, bounded and described as follows, to-wit: Beginning at the North corner of said Donation 126, thence South 58 degrees West with the line dividing Donations 125 and 126, 18.84 chains to the center of the public road; thence South 38 3/4 degrees East with the center of said road 71.00 chains to the line between Donations 126 and 127; thence North 51 degrees East with the line dividing Donations 126 and 127, 18.54 chains to a stone the East corner of said Donation; thence North 38 3/4 degrees West with the line between Donations 126 and 127, 72.97 chains to the place of beginning, containing 139.67 Acres. EXCEPTING THEREFROM 1 acre in the East corner of said Donation 126 for school purposes only, bounded as follows: Beginning at a stone, the East corner of said Donation, thence North 38 3/4 degrees West 2.67 chains; thence South 41 degrees West 3.74 chains; thence South 38 3/4 degrees East 2.67 chains to the center of the public road on the line between Donations 126 and 127; thence North 51 degrees East 3.74 chains to the place of beginning, containing 1 acre; ALSO EXCEPTING THEREFROM 3 acres off of the West end of said realty heretofore deeded by Richard M. Robinson and Anna M. Robinson, his wife, to Thomas M. Yserbyt as recorded in Deed Record 52, Page 384, in the Office of the Recorder of Knox County, Indiana. Leaving herein contained after said exceptions 131.67 Acres, more or less.

Also, part of Donation 125, Township 2 North, Range 6 West bounded and described as follows, to-wit: Beginning at the West corner of said Donation 125; thence North 50 degrees 27 minutes East 22.15 chains; thence South 40 degrees 39 minutes East 17.54 chains to the public road; thence along the center line of said public road South 50 degrees 17 minutes West 13.41 chains, thence North 39 degrees 57 minutes West 3.63 chains; thence South 49 degrees 38 minutes West 5.50 chains; thence North 40 degrees 58 minutes West 3.14 chains; thence South 50 degrees 13 minutes West 2.85 chains; thence North 39 degrees 45 minutes West 8.32 chains to the place of beginning, containing 33.10 Acres.

Containing in both tracts of real estate 164.77 Acres, more or less.

13. Oil and Gas Lease dated November 7, 1979, from Audrey Phillipps Moore, as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 589, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

    Part of Donation 139, Townships 3 and 4 North, Range 8 West, bounded and described as follows: Beginning at a point in a public highway South 50½ degrees West 20.88 chains from the East corner of said Donation 139; thence running along Chandler's line Northwest 1470 feet to a stone; thence North 51½ degrees East 563.8 feet to a stake; thence South 38 3/4 degrees East 1460 feet to the center of said public Highway on the Southeast line of said Donation 139; thence South 50½ degrees West 564 feet to the place of beginning, containing 19 Acres.

14. Oil and Gas Lease dated November 7, 1979, from Mary Ellen Horn, Candace Horn, Cynthia Mae (Horn) Bryan, and Edith Carol (Horn) Lee, as Lessors, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 583, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

    Part of Donation 139, Township 4 North, Range 8 West, described as follows: Beginning at a stake 13.00 chains South 38 degrees 45 minutes East of a stone, the North corner of said Donation 139; thence South 38 degrees 45 minutes East 23.90 chains; thence South 51 degrees 15 minutes West 18.00 chains to a post; thence North 38 degrees 45 minutes West 10.90 chains to a post; thence South 51 degrees 15 minutes West 7.00 chains to a stake; thence North 39 degrees 25 minutes West 12.81 chains to a post; thence North 51 degrees 15 minutes East 25.15 chains to the beginning, containing 51.97 Acres, more or less.

OIL GAS 142

15. Oil and Gas Lease dated November 7, 1979, from Meadowlark Farms, Inc., as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 690, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation 152, Township 4 North, Range 8 West, bounded and described as follows: Beginning at an old stone by Armstrong set for the center of said Donation 152; thence South 38 3/4 degrees East 269.0 feet to a stake, the North corner of a 4.50 acre tract heretofore conveyed to Chester Dillion et ux; thence South 51¼ degrees West 350 feet to the West corner of said 4.50 acre tract; thence South 38 3/4 degrees East 611.0 feet to a point on the Southeast line of said Donation (said point also being the South corner of a 2 acre tract owned by Chester Dillon); thence South 51¼ degrees West with the Donation line 720 feet to a stake; thence North 38 3/4 degrees West 528 feet to a post; thence South 51¼ degrees West 427 feet to a post; thence North 38 3/4 degrees West 1152 feet to a point on the Northwest line of the South quarter of said Donation; thence North 51¼ degrees East 1497 feet to the place of beginning, containing 46.560 Acres more or less.

16. Oil and Gas Lease dated August 29, 1979, from Meadowlark Farms, Inc., as Lessor, to RAM Oil Co., an Illinois corporation, as Lessee, recorded in Book 142, Page 696, of the records of the Office of the Recorder of Knox County, Indiana, covering the following described property, to-wit:

Part of Donation 151, bounded and described as follows, to-wit: Beginning at a point on the Southwest line of said Donation 151, South 38 3/4 degrees East 24.81 chains from the West corner thereof; thence North 51¼ degrees East 27.75 chains, thence South 51¼ degrees West 12.75 chains; thence North 38 3/4 degrees East 27.75 chains; thence South 51¼ degrees West 12.75 chains; thence North 38 3/4 degrees West 27.75 chains to the place of beginning, containing 32.83 Acres, more or less.

AND

Part of Donation 152, bounded and described as follows, to-wit: Beginning at the West corner of said Donation 152; thence North 57¼ degrees East 26.50 chains to a stake on the Donation line; thence South 33 3/4 degrees East 11.28 chains to a stake, Anderson's Corner; thence South 55 degrees West 20.67 chains to the Donation line; thence North 38 3/4 degrees West on the Donation line 9.84 chains to the place of beginning, containing 27.63 Acres, more or less.

RECORDED [illegible] 1980 AT [illegible] M [illegible] R.R.C.
[illegible] BOOK [illegible] PAGE 760 Fee $[illegible]

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RENTAL AND COM. CLAUSE

3507 JUL 7 1981

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Short Form 88

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27 day of June 19 81 by and between Lowell D. Overbay, President of LOWELL D. OVERBAY FARMS INC.

hereinafter called lessor (whether one or more), and SMITH DRILLING COMPANY, INC., P.O. Box 191, Lawrenceville, Illinois 62439

hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten and More 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, 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 Knox, State of Indiana, described as follows, to-it:

See EXHIBIT "A" attached hereto and made a part hereof.

EXHIBIT "A"

Part of Donations One Hundred Fifteen (115) and One Hundred Twenty-Six (126) in Township Three (3) North Range Eight (8) West, bounded and described as follows: Beginning at the corner of Donations 114, 115, 126, and 127; thence south 51 1/4 degrees west on Donation Line 37.04 chains to a stake; thence North 38 3/4 degrees west 36.02 chains to the center of the ditch; thence in the center of the ditch as follows: North 55 degrees east 9.20 chains; thence north 4 3/4 degrees east 5.30 chains; thence north 9 1/2 degrees east 2.10 chains; thence north 28 1/2 degrees east 2.40 chains; thence north 57degrees east 9.70 chains to the East Line of the Vandalia Mine Switch; thence north 22 degrees 39 minutes west along said right of way line 27.00 chains to an iron stake; thence north 60 degrees west 12.80 chains to a post; thence south 38 3/4 degrees east 63.07 chains to the slab road on the Donation Line; thence south 51 1/4 degrees west on the Donation Line 9.67 chains to the beginning, containing 206.50 acres, more or less.

Also, Part of Donation No. One Hundred Fifteen (115) Township Three (3) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning at the South corner of said Donation No. 115; thence North 38 degrees 45 minutes West 18.66 chains; thence North 51 degrees 15 minutes East 24.24 chains to a stake; thence South 39 degrees 10 minutes East 18.66 chains to a stake on the Southeast Line of said Donation No. 115; thence South 51 degrees 15 minutes West 24.38 chains to the place of beginning, containing 45.35 acres.

Also, Part of the Northwest Half of Donation No. 114, bounded and described as follows, to-wit: Beginning at the north corner of said Donation No. 114; thence south 51 1/4 degrees west 55.68 chains; thence south 33 3/4 degrees east 8.16 chains; thence north 51 1/4 degrees east 53.68 chains; thence north 38 3/4 degrees west 8.16 chains to the place of beginning, containing 45.43 acres.

All being situated in the Township of Steen, County of Knox, and State of Indiana, containing 297.28 acres, more or less.

Attached to and made a part of an Oil and Gas Lease by and between LOWELL D. OVERBAY FARMS, INC., as Lessors, and SMITH DRILLING COMPANY, INC., as Lessee, and bearing date of June 27, 1981.

Lessee agrees to pay and deliver to Lessor the sum of $1,000.00 prior to moving in to drill on each well on the above described acreage, which sum shall be for land damages.

Location of lease roads and tank batteries shall be mutually agreeable to parties hereto.

It is agreed between the parties hereto that Lowell D. Overbay, as President of Lowell D. Overbay Farms, Inc., will handle all transactions of said lease for Lowell D. Overbay Farms, Inc.

IT IS AGREED that you may drill wells on land for a term of Two (2) years from this date and as long thereafter as oil or gas, or either of them, is produced from said land or lands, in consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, on land covered or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) 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 alone is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, the payment to be one-eighth (1/8) of 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 lessee's own connections with the well at lessee's own risk and expense.

3rd. To pay lessor for gas produced from any oil or gas 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, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before one (1) year from this date, the lessee shall nevertheless pay or tender to said parties, or their assigns, or heirs, the sum of [illegible] Dollars, which shall entitle the lessee to a further period of one year from said date, in the same manner and upon payments or tenders the commencement of a well may be further deferred for the period of the same number of months succeeding, and it is understood and agreed that the consideration first recited herein, the down payment herein set forth, the privileges granted to the date when said first well is payable as aforesaid, and also the lessee's option of extending that period as aforesaid, and the 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 on the premises be duly and begun within twelve months from the expiration of the last period for which rental has been paid, and diligently prosecuted with reasonable speed to completion, or within the period or at before the expiration of said or the months shall resume the payment of rentals in the same manner as and in the same manner as hereinbefore provided, and it is agreed that upon the commencement 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.

If said lessor owns less than the entire and undivided fee simple estate herein, 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, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessor's pipe line 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.

Lessor is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when in his so doing, in the judgment of lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this land under the lease; and the well or wells located on the premises covered by this lease or any portion thereof included in such unit shall be deemed to be a well or wells on the premises covered by this lease or any portion thereof included in such unit. There shall be allocated to the portion of the acreage covered by this lease or any portion thereof included in such unit a share of the production from the pooled unit equal to the proportion that the acreage covered by this lease or any portion thereof included in such unit bears to the entire acreage pooled in the unit, and royalty shall be paid on the part of production so allocated to the portion of the acreage covered by this lease or any portion thereof included in such unit in accordance with the terms of this lease.

If the owner 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 assignment of royalties will be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. If the wells presently on the land or wells hereafter to be drilled in necessary or in lessee's opinion, the premises, herein described, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said 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 hereof, and the undersigned agrees, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may be affected by the purpose for which the lease is made herein herein.

IN WITNESS WHEREOF we sign the date first above written.

Lowell H. Overby	(SEAL)	(SEAL)
Lowell H. Overby, President of	(SEAL)	(SEAL)
LOWELL H. OVERBY PAPER INC.	(SEAL)	(SEAL)
	(SEAL)	(SEAL)
	(SEAL)	(SEAL)
	(SEAL)	(SEAL)

This instrument prepared by John A. Brooks, Lawrenceville, Illinois 62439

OIL AND GAS

146

Oil and Gas Lease

STATE OF

COUNTY OF

ACKNOWLEDGMENT

STATE OF

COUNTY OF

ACKNOWLEDGMENT

STATE OF

COUNTY OF

ACKNOWLEDGMENT

STATE OF

COUNTY OF

L. FAY HEDDEN, Abstracter—Form A

Recorded this 2 day of Jan

Reception No. 381

A. D. 19 75, at 2:30 O'clock P M.

Raymond Eaton ~~[illegible]~~, Recorder Knox County

195/201

38

WARRANTY DEED

THIS INDENTURE WITNESSETH,

that FLOYD L. YOUNG and NETTIE G. YOUNG, husband and wife,

of Knox County, and State of Indiana CONVEY AND WARRANT to HILBERT B. FULFORD and VIVIAN FULFORD, husband and wife, of Knox County, in the State of Indiana, for the sum of One Dollar and other considerations, the receipt of which is hereby acknowledged,

Part of Donation 93, Township 3 North, Range 9 West, bounded and described as follows, to wit: Beginning at the north corner of said Donation 93; thence south 51 degrees west between Donations 93 and 94, 24.10 chains to the center of the Bruceville Road; thence south 17 degrees east 55.13 chains to Brook's line; White Oak 12 degrees south 57 degrees west 14 links; thence north 51-1/2 degrees east 44.16 chains to the Donation line; thence north 37-1/2 degrees west 51.09 chains to the beginning, containing 174.67 acres, more or less, subject to the exceptions and reservations and easements hereinafter set out.

Grantors expressly except therefrom Sixty-Eight Hundredths (.68) of one acre, sold to Donald Huffman and Lee Avonne Huffman, being: Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, Knox County, Indiana, bounded and described as follows, to wit: Beginning 1590.6 feet, South 51 degrees West of, and 2322.6 feet, South 17 degrees East of the North corner of said Donation 93; thence South 17 degrees East, 406 feet to a post; thence North 51 degrees 30 minutes East, 163 feet to a post on the Southwest right of way line of Indiana Highway 550; thence in a Northwesterly direction, along said right of way line, on a regular 5 degree 0 minutes curve to the right (long chord bears North 40 degrees 40 minutes West), 379 feet to the beginning, containing 0.68 acres, more or less.

Grantors expressly except and reserve therefrom for a period of fifty years from the date of actual delivery of the deed herein to Grantees an undivided one-half interest in and to all coal, oil, gas, and all other minerals of every kind, nature, and description in and under and upon and that may be produced from the above-described real estate, and also an undivided one-half interest in and to all royalties, bonuses, and rents which are or hereafter may become due, on or by virtue of any oil and gas lease or other mineral lease in respect to said real estate, for themselves, their heirs and assigns.

Subject to an easement to Morris Westfall for an electric transmission line, dated January 31, 1939, and recorded in Miscellaneous Record 46, page 123, in the office of the Recorder of Knox County, Indiana.

Subject to an easement for an electric transmission line to Public Service Company of Indiana, dated September 11, 1939, and recorded in Miscellaneous Record 44, page 167, in the office of the Recorder of Knox County, Indiana.

Subject to the easement or right of way over a ten-foot strip along the northeast side of said real estate from State Highway 550 to the real estate now owned by Clyde Hatton and Edith Marie Hatton.

Subject to all easements or rights of way of all public highways; to tenants' rights; and to all taxes and assessments for the year 1964, due and payable in the year 1965 and thereafter.

IN WITNESS WHEREOF, The said Grantors

Have hereunto set their hands and seals this 30th day of June, 19 64

Floyd L. Young (SEAL)

Floyd L. Young (SEAL)

Nettie G. Young (SEAL)

Nettie G. Young (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

302 (SEAL) (SEAL)

STATE OF INDIANA, KNOX COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Floyd L. Young and Nettie G. Young, husband and wife, who acknowledged the execution of the foregoing Instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 30th day of June 1964.

Thomas S. Emison

My commission expires January 12, 1967 Thomas S. Emison, Notary Public

This Instrument was prepared by

THOMAS S. EMISON, ATTORNEY

RECORDED THE 2 DAY OF Jan 1975 AT 2:30 O'CLOCK P M. Raymond Cato R. K. C.

10

WARRANTY DEED

This Indenture Witnesseth, That James H. Croy and Geraldine Croy, his wife

of Knox County, in the State of Indiana, **CONVEY** and **WARRANT** to

Ronald L. Westfall and Glenna L. Westfall, husband and wife

of Knox County, in the State of Indiana, for the sum of - - - - - - One **DOLLARS** ($1.00)

and other valuable consideration, the receipt whereof is hereby acknowledged, the following described **REAL ESTATE** in Knox County, in the State of Indiana, to-wit:—

Part of Lot Number 375 Old Town in the City of Vincennes, Indiana, bounded and described as follows, to-wit: Beginning at a point (stake) on Buntin Street 50 feet from the corner of said Lot No. 375 at the intersection of Ninth and Buntin Streets in said City; thence running along Buntin Street towards Eighth Street 50 feet to a stake; thence running back the full depth of said lot parallel with Ninth Street to Lot Number 374; thence running along the line dividing Lots 374 and 375, 50 feet to a stake; thence running parallel with Ninth Street to the beginning.

Situated in the City of Vincennes, Knox County, Indiana.

This deed is made and accepted subject to the unpaid balance of a real estate mortgage to Home Federal Savings and Loan Association dated July 16, 1973, and recorded in Mortgage Record 237, page 514 of the records of Knox County, Indiana, in the amount of $12,795.34 which balance the Grantees herein assume and agree to pay.

Subject to the taxes for the year of 1974 due and payable in 1975 and all subsequent taxes.

IN WITNESS WHEREOF, The said James H. Croy and Geraldine Croy, his wife

have hereunto set their hand s and seals, this 31 day of December A. D., 19 74.

James H. Croy (Seal) — Above Name Typewritten or Printed

Geraldine Croy (Seal) — Above Name Typewritten or Printed

(Seal) — Above Name Typewritten or Printed

(Seal) — Above Name Typewritten or Printed

STATE OF Indiana, Knox COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of December, 19 74, personally appeared James H. Croy and Geraldine Croy, his wife

and acknowledged this conveyance to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Willard S. Goodson — Notary Public

My commission expires December 13, 1975 — Willard S. Goodson — Above Name Typewritten or Printed

This instrument prepared by Horace A. Foncannon, Jr., Attorney, Vincennes, Indiana.

PRINTED BY EWING PRINTING CO., INC. -- VINCENNES, INDIANA 47591

RECORDED THE 2nd DAY OF Jan 1975 AT 2:30 O'CLOCK P. M. Raymond Cato R. K. C.

EASEMENT FOR RIGHT-OF-WAY

39

THIS INDENTURE WITNESSETH, that Robert O. and Luella F. Fulford of Union County, State of New Jersey (hereinafter called "Grantor"), whether one or more, for and in consideration of the sum of One Dollar ($1.00), and other consideration herein specified receipt and sufficiency of which is hereby acknowledged and the balance of which is payable by the Grantee in the manner hereinafter set forth, do hereby GRANT, CONVEY AND WARRANT to CONTEL OF INDIANA, INC., an Indiana Corporation, its successors and assigns (hereinabove and hereinafter referred to as "Grantee"), a perpetual right-of-way and easement with the right, power, privilege and authority to construct, inspect, maintain, operate, repair, and remove telephone transmission lines underground, along, and through the real estate as hereinafter described, together with the right of ingress and egress over the lands of Grantor to and from said line or lines in the exercise of the rights and privileges hereby granted; provided, however, that in the exercise of such rights of ingress and egress the Grantee will, whenever practicable to do so, use regularly established highways or farm roads or other access routes reasonably designated by Grantor.

The Grantee will bury only one underground cable so that the same will not interfere with the cultivation of said land and to backfill any cable trench to the grade level existing prior to the installation of any wire. Grantee further agrees that no appurtenance to any cable constructed shall extend above the grade level of said land after the construction and installation of said cable without the written consent of Grantor. Subject to the rights of the Grantee herein set forth, Grantor reserves the right to cultivate or otherwise use the land included within said right of way and easement, but Grantor shall not erect or maintain any buildings, improvements or other structures, either of a permanent or temporary nature, in the area of said right-of-way and easement except fences, existing buildings and structures, and roadways extending across said right-of-way and easement approximately perpendicular thereto.

The right-of-way and easement hereby conveyed is six (6) feet in width on each side of the centerline hereinafter specified and extends over and across the following described real estate situated in Knox County, State of Indiana, to-wit:

> A 12.00 foot easement for the purpose of a buried telephone cable under and across the land of Robert O. and Luella F. Fulford, being in Donation 77, T3N, R9W. The centerline of said easement being described as follows: Beginning south 38° 45 minutes east a distance of 21 feet from the West corner of Donation 77; thence the following courses along said centerline: North 51° 15 min 00 sec East 1200'; 84° 50 min 40 sec East, 77.44'; 52° 36 min 07 sec East, 165.85'; 51° 49 min 29 sec East, 113.76'; 40° 3 min 29 sec East, 56.52'; 61° 41 min 22 sec East 66.27'; 52° 47 min 32 sec East, 88.75'; 51° 01 min 16 sec East, 100.50'; 51° 19 min 51 sec East, 148.99'; 39° 48 min 06 sec East, 53.03'; 53° 48 min 32 sec East, 235.46'; 13° 33 min 47 sec East, 83.63'; North 51° 15 min 00 sec East, 1600.00'. Total centerline easement distance being 3990.20 feet.

The reasonable amount of damages to soil, crops, gates, drainage tile or fences of Grantor or Grantor's tenants occasioned by and during the construction of said transmission line or lines or by the subsequent acts of Grantee, its agents or employees, in the use and enjoyment of said right-of-way and easement shall be promptly paid by Grantee provided that claim for such damages, if any, shall be filed in writing with Grantee within sixty days (60) after the occurrence of any such damage and no action shall be commenced with respect to any claim on account of any such damages which is not so filed.

This indenture is subject to the limitation that the right-of-way and easement hereby granted to the Grantee shall cease and terminate if the Grantee does not within one hundred twenty (120) days from and after the date that said cable for transmission line or lines is completed as set forth hereinabove, pay the balance of the above and below designated consideration, or fail to make any payments when the same shall come due as outlined hereinabove, to the Grantor named below who is hereby designated as agent to receive and receipt for the same, which payment may be made by depositing Grantee's check in said amount in the United States mail addressed to said Grantor at the address designated below or by mailing said check to the Bank named below for deposit to the credit of said Grantor. In case the Grantee fails to make such payment it shall, upon request, execute and deliver unto Grantor a recordable release of the easement and right-of-way hereby granted. A transfer of all or any part of said real estate prior to the making of such payment shall include (whether or not specified) the right to receive the whole or a proportionate part (as the case may be) of such balance of said consideration, but Grantee shall be fully protected in making payment to or for the account of said agent, whether or not it has notice of any such transfer.

In addition to the consideration specified above, the Grantee agrees to pay to the Grantor, in the manner specified in the preceding paragraph, the sum of $2.00 per foot of cable.

The Grantor recognizes that the Grantee may not take possession of said right-of-way and easement granted unto it by this indenture for an indefinite and undetermined period of time from and after the date hereof, and that the Grantee, its successors or assigns, may use and occupy said lands for the purposes provided for herein prior to the use thereof for all of the uses provided for herein; and it is, therefore, understood and agreed by the Grantor that such delay for any length of time shall not constitute or be construed as an abandonment of any of the rights and privileges hereby granted but that said right-of-way and easement shall remain in effect until actually used and occupied.

Grantee agrees to release above right of way and easement to Grantor if for any reason Grantee abandons or retires cable route. Grantee shall release agreement within (30) thirty days of written request of Grantor if cable has been abandoned.

Grantee shall not hold Grantor responsible for any accidental damage incurred to cable.

IN WITNESS WHEREOF, the Grantor have hereunto set their hands and seals this 30th day of July, 1990.

Robert O. Fulford — Luella F. Fulford

Robert O. Fulford
Printed Name

Luella F. Fulford
Printed Name

Printed Name

Printed Name

Refers to Deed Book 224 Page 567.

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, a Notary Public in and for said County and State, personally appeared ROBERT FULFORD AND LUELLA F. FULLORD and acknowledged the execution of the foregoing to be their voluntary act and deed.

WITNESS, my hand and Notarial Seal this 30TH day of JULY, 1990.

Jeff L. Faulk
Notary Public

My Commission Expires: 9-17-94

JEFFREY L. FAULK
Printed Name

County of Residence: PIKE

JEFFREY L. FAULK
NOTARY PUBLIC, STATE OF INDIANA
PIKE COUNTY
MY COMMISSION EXP. FEB.17,1994

RECORDED Nov. 13 1990 AT 1:20P M. Deed BOOK 238 PAGE 237 Fee $9.00 R.K.C.

JAN. 23. 2007 * 07 0468

40

MEMORANDUM OF OIL AND GAS LEASE

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Oil and Gas Lease is executed this 21st day of December, 2006, by Robert O. Fulford and Luella F. Fulford, husband and wife, of 2474 North State Road 550, Vincennes, Indiana 47591.

WHEREAS, Robert O. Fulford and Luella F. Fulford, husband and wife, as Lessor(s), executed an Oil and Gas Lease unto Aurora Oil and Gas Corp., P.O. Box 961, Traverse City, MI 49685-0961, as Lessee, covering lands described as:

See Exhibit "A" attached to and made a part hereof

NOW, THEREFORE, all persons whomever, natural or otherwise, shall take notice that effective DEC 21, 2006, the Lessor(s) named in the preceding paragraph, by said Oil and Gas Lease, have granted to Aurora Oil and Gas Corp., the exclusive right to explore for, develop and produce oil, gas and related petroleum hydrocarbons, including the authority to unitize, together with the right to establish and utilize wells and facilities for the disposition of water into suitable formations. Said Oil and Gas Lease has been entered into for a primary term of **seven (7) years,** and as long thereafter as oil, gas and related petroleum hydrocarbons are producing in paying quantities from the leased lands or lands unitized therewith. This Memorandum if being recorded in lieu of recording said Oil and Gas Lease in its entirety.

Executed as of the day and year first above written.

Robert O. Fulford

Robert O. Fulford

Luella F. Fulford

Luella F. Fulford

STATE OF INDIANA)
)**SS** (Acknowledgment)
COUNTY OF KNOX

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Robert O. Fulford and Luella F. Fulford, husband and wife.

My Commission expires: 02-04-09

Jeffrey B. Kolb

Jeffrey B. Kolb, Notary Public

Notary Name (Printed): Jeffrey B. Kolb

Notary in Knox County, Indiana

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.

Dannie D. Schoolcraft
Land Agent:

Prepared by: Dannie D. Schoolcraft, agent for Lessee, P.O. Box 961, Traverse City, MI 49685-0961

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Memorandum of Oil and Gas Lease dated December 21, 2006 by and between Robert O. Fulford and Luella F. Fulford, husband and wife, as Lessor and Aurora Oil and Gas Corp., P.O. Box 961, Traverse City, Michigan 49685-0961, as Lessee.

LEGAL DESCRIPTION:

Tract 1:
Part of Donation 76, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows, to-wit: Commencing at the East corner of said Donation; thence North 38 ¾ degrees West, 33.34 chains; thence South 51 ¼ degrees West, 26.67 chains; thence South 38 ¾ degree East, 33.34 chains to the Southeast line of said Donation 76; thence North 51 ¼ degrees East, 26.67 chains to the place of beginning. **Excepting from Tract 1,** 50 acres off of the Northeast side of said Tract 1, and bounded as follows: Beginning at the East corner of said Donation 76; thence North 38 ¾ degrees West, 34.08 chains; thence South 51 ¼ degrees West, 14.68 chains to a stake; thence South 38 ¾ degrees East, 34.08 chains to the Donation line; thence North 51 ¼ degrees East, 14.68 chains to the place of beginning. **Leaving herein contained 40 acres, more or less, as described in Deed Book 253, Page 486. Also known as Tax I.D. #008-011-D076-000-008.**

Tract 2:
Also, part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows, to wit: Beginning at a stone set for the East corner of said Donation 93; thence running South 51 ¼ degrees West, 9 chains to a stake; thence North 38 ¾ degrees West, 16.66 chains to a stake; thence North 51 ¼ degrees East, 9 chains to a stake on the Northeast line of said Donation 93; thence South 38 ¾ degrees East, 16.66 chains to the place of beginning, containing 15 acres, more or less. **Also, Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows to wit:** Beginning at a stake on the Southeast line of said Donation 93, South 51 ¼ degrees West, 9 chains from a stone set for the East corner of said Donation 93; thence South 51 ¼ degrees West, 5.40 chains to a stake; thence North 38 ¾ degrees West, 16.66 chains to a stake; thence North 51 ¼ degrees East, 5.40 chains to a stake; thence South 38 ¾ degrees East, 16.66 chains to the place of beginning, containing 9 acres more or less. **Taken together and containing in all 24.00 acres, more or less, as described in Deed Book 253, Page 486. Also known as Tax I.D. #008-011-D093-000-014.**

Tract 3:
Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows: Beginning at a stake on the Southeast line of said Donation 93, South 51 ¼ degrees West, 14.40 chains from the East corner thereof; thence South 51 ¼ degrees West, 5.40 chains to a stake; thence North 38 ¾ degrees West, 16.66 chains to a stake; thence North 51 ¼ degrees East, 5.40 chains to a stake; thence South 38 ¾ degrees East 16.66 chains to the place of beginning, containing 9 acres, more or less, as described in Deed Book 253, Page 486. **Also known as Tax I.D. # 008-011-D093-000-013.**

Tract 4:
Part of Donation 115, Township 3 North, Range 8 West, Steen Township, bounded and described as follow, to wit: Beginning North 38 degrees 45 minutes West, 37.84 chains from the South corner of said Donation 115; thence North 38 degrees 45 minutes West, 20.56 chains to a stake; thence North 51 degrees 15 minutes East, 23.97 chains to a stake; thence South 39 degrees 10 minutes East, 20.55 chains to a stake; thence South 51 degrees 15 minutes West, 24.10 ½ chains to the place of beginning, containing 49.39 acres of which a strip of ground 20 feet wide is subject to a roadway along the entire Southwest side of the above described tract. **SUBJECT TO** the conditions and stipulations for the removal as set out in a certain Warranty Deed executed by Joseph P.

Exhibit "A" CONTINUED

Dutton and wife, to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49, page 111 in the office of the Recorder of Knox County, Indiana. **As described in Deed Book 253, Page 486. Also known as Tax I.D. # 009-010-D115-000-004.**

Tract 5:
Also, Part of Donation 92, Township 3 North, Range 9 West, Palmyra Township, bonded and described as follows, to wit: Beginning at a point on the Northeast line of said Donation 92, where said line is intersected by the division line of said Donation 92, the same being 33.19 chains North 38 degrees 15 minutes West from a stone the East corner thereof; thence South 51 degrees 20 minutes West along said division line 29.98 chains; thence North 50 degrees 45 minutes East, 30.03 chains to he Northeast line of said Donation, thence South 38 degrees 15 minutes East, 16.53 chains to the place of beginning, containing 49.12 acres, more or less, as described in Deed Book 253, Page 486. **Also known as Tax I.D. # 008-011-D092-000-008.**

Tract 6:
Part of Donation 77, Township 3 North, Range 9 West, Palmyra Township, bounded described and described as follows, to wit: Beginning at a stake 11.77 chains North 38 ¾ degrees West of the quarter corner of the Southwest line of said Donation 77; thence North 72 degrees 45 minutes East with the line of land formerly owned by the Trustees of Vincennes University and Louis L. Langdon, Jr., a distance of 64.8 chains, more or less, to a stake in the Northeast line of said Donation 77; thence North 38 ¾ degrees West with said Northeast line of said Donation 77, a distance of 45.57 chains to the North corner of said Donation 77; thence South 51 ¼ degrees West with the Northwest line of said Donation, a distance of 60 chains, more or less, to the West corner of said donation; thence South 38 ¾ degrees East a distance of 21.90 chains to the place of beginning, containing in all 200 acres, more or less. **EXCEPTING FROM TRACT 6** the following described real estate, to wit: Part of Donation 77, Township 3 North, Range 9 West, bounded and described as follows, to wit: Beginning at a one inch pipe on the Northeast line an 2411.82 feet North 38 degrees 45 minutes West from the East corner of said Donation 77; thence North 38 degrees 45 minutes West, 400.00 feet along said Northeast line (witness a bolt spike 200 feet North 38 degrees 45 minutes West), thence South 80 degrees 18 minutes West, 411.82 feet to a one inch pipe; thence South 09 degrees 45 minutes East, 349.70 feet; thence North 80 degrees 18 minutes East, 606.08 feet to the point of beginning, containing 4.085 acres, more or less (witness a one inch pipe at 194.26 feet on this last course). **EXCEPTING ALSO FROM TRACT 6** that part of Donation 77, Township 3 North, Range 9 West, bounded and described as follows: Beginning in the center of the highway (County) 2411.82 feet North 38 degrees 45 minutes West of and 226 feet South 80 degrees 18 minutes West of the East corner of Donation 77; thence South 80 degrees 18 minutes West, 140.0 feet; thence South 09 degrees 45 minutes East, 150.0 feet; thence North 80 degrees 18 minutes East, 140.0 feet to the center of the county highway; thence North 09 degrees 45 minutes West along the center of said highway, 150.0 feet to the place of beginning, containing 0.48 acres, more or less. **Taken together and containing in all, 195.435 acres, more or less, as described in Deed Book 253, Page 486. Also known as Tax I.D. # 008-011-D077-000-001.**

Tract 7:
Part of Donations 115, 116 and 126 in Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning at the corner of Donations 115, 116, 125 and 126; thence North 51 ¼ Degrees East, 41.75 chains to a stake in the road; thence South 38 ¾ degrees East, 14.55 chains to a stake on the South Bank of the ditch; thence South 60 degrees West along the bank of the ditch 46.30 chains to an iron stake on the right of way line of the Vandalia Coal Switch; thence North 22 degrees 39 minutes West on said right of way line 12.60 chains to the line between Donations 116 and 125; thence South 38 ¾ degrees East on said line 3.88 chains to the beginning, containing 45.85 acres, more or less. **ALSO, part of Donations 115 and 116 in Township 3 North, Range 8 West, bounded and described as follows, to wit:**

Exhibit "A" CONTINUED

Beginning 6.60 chains North 38 ¾ degrees West of the East corner of said Donation 116; thence South 22 degrees 39 minutes East on the West line of the Vandalia Coal Switch, 42.35 chains to the center of the ditch; thence in the center of the ditch as follows; South 57 degrees West, 8.70 chains; thence South 28.5 degrees West, 2.40 chains; thence South 9.5 degrees West, 2.10 chains; thence South 4.75 degrees West, 5.30 chains; thence South 55 degrees West, 9.20 chains; thence North 38 ¾ degrees West, 37.38 chains to a post; thence North 51 ¼ degrees East, 6.32 chains to a stone; thence South 38 ¾ degrees East, 16.94 chains to a post; thence North 51 ¼ degrees East, 15.00 chains to a stake; thence South 38 ¾ degrees East, 10.25 chains to the place of beginning, containing 160.65 acres more or less; and containing in all of the above described real estate, 206.50 acres, more or less. **SUBJECT TO** a right of way to Vandalia Railroad Co., as appears of record in Deed Record 49, page 465 in the Recorder's Offices of Knox County, in the State of Indiana. As described in Deed Book 253, Page 486. **ALSO known as Tax I.D. # 009-010-D115-000-002 and 009-010-D116-000-003 AND 009-010-D126-000-001 AND 018-008-D126-000-004.**

Tract 8:
Part of Donations 115 and 126 in Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51 ¼ degrees West on Donation Line 37.04 chains to a stake; thence North 38 ¾ degrees West, 36.02 chains to the center of the ditch; thence in the center of the ditch as follows: North 55 degrees East, 9.20 chains; thence North 4 ¾ degrees East, 5.30 chains; thence North 9 ½ degrees East, 2.10 chains; thence North 28 ½ degrees East, 2.40 chains; thence North 57 degrees East, 9.70 chains to the East line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right-of-way line 27.00 chains to an iron stake; thence North 60 degrees East, 12.80 chains to a post; thence South 38 ¾ degrees East, 63.07 chains to the slab road on the Donation Line; thence South 51 ¼ degrees West on the Donation line 9.67 chains to the place of beginning, containing 206.50 acres, more or less. **SUBJECT TO** the conditions and stipulations as set out in a certain deed executed by Ulysses T. Robinson, an unmarried man, to Indian Creek Coal and Mining Company, dated October 12, 1910, and recorded in Deed Record 49, Page 102 in the Office of the Recorder of Knox County, Indiana. **ALSO SUBJECT TO** the right of way to Vandalia Railroad Company as appears of record in Deed Record 49, Page 465, in said Recorder's Office. **As described in Deed Book 253, Page 486. Also known as Tax I.D. # 009-010-D115-000-005 AND 009-010-D126-000-003.**

Tract 9:
Part of Donation 113, Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning at a corner post 16 2/3 chains, North 38 degrees 45 minutes West of the South corner of said Donation 113; thence North 51 degrees 15 minutes East, 2485 feet to the center of a gravel road; thence North 74 degrees 07 minutes West along the center of said road, 25 feet; thence South 51 degrees 15 minutes West, 1215 feet; thence North 38 degrees 45 minutes West, 1159 feet; thence North 33 degrees 15 minutes East, 500 feet to the center of a gravel road; thence North 60 degrees 18 minutes West along the center of said road 30 feet; thence North 88 degrees 07 minutes West along the center of said road, 930 feet to the center of the Roberson Ditch; thence South 16 degrees 23 minutes West, along the center of said Ditch, 450 feet; thence South 36 degrees 23 minutes West, along the center of said ditch, 765 feet to the Southwest line of Donation 113; thence South 38 degrees 45 minutes East along said Donation line, 1500 feet to the place of beginning, containing 54.55 acres, more or less, as described in Deed Book 267, Page 543. **Also known as Tax I.D. # 009-010-D113-000-007.**

Tract 10:
Part of Donation 113, Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning in the center of a gravel road, 100.2 feet North 38 degrees 45 minutes West and 1116.0 feet South 50 degrees 51 minutes West of the East corner of Donation 113; thence South 50 degrees 31 minutes West, in the center

Exhibit "A" CONTINUED

of said road, 423.0 feet; thence North 74 degrees 07 minutes West, in the center of said road, 466.0 feet; thence North 26 degrees 23 minutes West, in the Montour's Pond Ditch, 608.8 feet; thence North 51 degrees 08 minutes East, 1664.0 feet; thence South 38 degrees 45 minutes East, 2588.0 feet to the beginning, containing 69.0 acres, more or less as described in Deed Book 267, Page 543. **Also known as Tax I.D. # 009-010-D113-000-005.**

Tract 11:
Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows, to wit: Beginning at the North corner of said Donation 93; thence South 51 degrees West between Donations 93 and 94, 24.10 chains to the center of the Bruceville Road; thence South 17 degrees East, 55.13 chains to Brook's line; White Oak 12 degrees South 57 degrees West, 14 links; thence North 51 ½ degrees East, 44.16 chains to the Donation line; thence North 37 ½ degrees West, 51.09 Chains to the beginning, containing 174.67 acres, more or less. **EXCEPTING THEREROM:** 0.68 acre previously sold to Donald Huffman and Lee Avonne Huffman, being: Part of Donation 93, Township 3 North, Range 9 West, bounded and described as follows, to wit: Beginning 1590.6 feet, South 51 degrees West of, and 2322.6 feet, South 17 degrees East of the North corner of said Donation 93; thence South 17 degrees East, 406 feet to a post; thence North 51 degrees 30 minutes East, 163 feet to a post on the Southwest right-of-way line of Indiana Highway 550; thence in a Northwesterly direction, along said right-of-way line, on a regular 5 degrees 0 minute curve to the right (long chord bears North 40 degrees 40 minutes West, 379 feet to the beginning, containing 0.68 acre, more or less. **Taken together and containing in all 173.99 acres, more or less, as described in Deed Book 258, Page 218. Also known as Tax I.D. # 008-11-D093-000-004.**

SIGNED FOR IDENTIFICATION:

Robert O. Fulford

Robert O. Fulford

Luella F. Fulford

Luella F. Fulford

RECORDED Jan 23 20 07 AT 8:00 AM
DOC# 8488 gas BOOK FEE $ 19.00
Gwen Clark / Berrock
R.K.C.

2013R02481 4
2013R02481
BRENDA J. HALL
KNOX COUNTY RECORDER
VINCENNES, IN
RECORDED ON
05/06/2013 02:02:22PM
REC FEE:18.00
PAGES: 4

40

AMENDMENT OF OIL AND GAS LEASE

STATE OF INDIANA)
) SS
COUNTY OF KNOX)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on December 21, 2006, a certain Oil and Gas Lease ("Lease") was made, executed and delivered, by and between **ROBERT O. FULFORD and LUELLA F. FULFORD,** of 2474 North State Road 550, Vincennes, Indiana 47591 (hereinafter referred to as "Lessor"), and **AURORA OIL and GAS CORPORATION,** with an address at P.O. Box 961, Traverse City, Michigan 49685 (hereinafter referred to as "Lessee"). Said Lease was evidenced of record by a Memorandum of Oil and Gas Lease dated December 21, 2006, and recorded on January 23, 2007, at **Document #2007R00468** in the Office of the Knox County Recorder, Knox County, State of Indiana. Tract 4 and Tract 8 as described on Exhibit "A" of said Lease covers certain lands situated in Township 3 North, Range 8 West, Steen Township, Knox County, Indiana, which are described therein as follows, to-wit:

Tract 4

Part of Donation 115, Township 3 North, Range 8 West, Steen Township, bounded and described as follow, to wit:

Beginning North 38 degrees 45 minutes West 37.84 chains [2,497.44 feet] from the South corner of said Donation; thence North 38 degrees 45 minutes West 20.56 chains [1,356.96 feet] to a stake; thence North 51 degrees 15 minutes East 23.97 chains [1,582.02 feet] to a stake; thence South 39 degrees 10 minutes East 20.55 chains [1,356.3 feet] to a stake; thence South 51 degrees 15 minutes West 24.10 1/2 chains [1,590.93 feet] to the place of beginning, containing 49.39 acres.

Property Tax ID: #009-010-D115-000-004

Tract 8

Part of Donation 115 and Donation 126, Township 3 North, Range 8 West, described as follows:

Beginning at the corner of Donation 114, Donation 115, Donation 126 and Donation 127; thence South 51 1/4 degrees West on Donation line 37.04 chains [2,444.64 feet] to a stake; thence North 38 3/4 degrees West 36.02 chains [2,377.32 feet] to the center of the ditch; thence in the center of the ditch as follows: North 55 degrees East 9.2 chains [607.2 feet]; thence North 4 3/4 degrees East 5.3 chains [349.8 feet]; thence North 9 1/2 degrees East 2.1 chains [138.6

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feet]; thence North 28 1/2 degrees East 2.4 chains [158.4 feet]; thence North 57 degrees East 9.7 chains [640.2 feet] to the East line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right-of-way line 27 chains [1,782 feet] to an iron stake; thence North 60 degrees East 12.8 chains [844.8 feet] to a post; thence South 38 3/4 degrees East 63.07 chains [4,162.62 feet] to the slab road on the Donation line; thence South 51 1/4 degrees West on the Donation line 9.67 chains [638.22 feet] to the place of beginning, containing 206.50 acres, more or less.

Property Tax ID: #009-010-D115-000-005

WHEREAS, said legal description of Tract 4 and Tract 8 as described on Exhibit "A" of said Lease are incorrect and indefinite, and the said lands and acreage intended to be covered by the Lease, in said County and State, are more accurately described as follows, to-wit (hereinafter the "Property"):

Tract 4

Part of Donation 115, Township 3 North, Range 8 West, Steen Township, bounded and described as follow, to wit:

Beginning North 38 degrees 45 minutes West 37.84 chains from the South corner of said Donation; thence North 38 degrees 45 minutes West 20.55 chains to a stake; thence North 51 degrees 15 minutes East 23.97 chains to a stake; thence South 39 degrees 10 minutes East 20.55 chains to a stake; thence South 51 degrees 15 minutes West 24.10 1/2 chains to the place of beginning, containing 49.39 acres.

Property Tax ID: #009-010-D115-000-004

Tract 8

Part of Donation 115 and Donation 126, Township 3 North, Range 8 West, described as follows:

Beginning at the corner of Donation 114, Donation 115, Donation 126 and Donation 127; thence South 51 1/4 degrees West on Donation line 37.04 chains [2,444.64 feet] to a stake; thence North 38 3/4 degrees West 36.02 chains [2,377.32 feet] to the center of the ditch; thence in the center of the ditch as follows: North 55 degrees East 9.2 chains [607.2 feet]; thence North 4 3/4 degrees East 5.3 chains [349.8 feet]; thence North 9 1/2 degrees East 2.1 chains [138.6 feet]; thence North 28 1/2 degrees East 2.4 chains [158.4 feet]; thence North 57 degrees East 9.7 chains [640.2 feet] to the East line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right-of-way line 27 chains [1,782 feet] to an iron stake; thence North 60 degrees East 12.8 chains [844.8 feet] to a post; thence South 38 3/4 degrees East 63.07 chains [4,162.62 feet] to the slab road on the Donation line; thence South 51 1/4 degrees West on the Donation line 9.67 chains [638.22 feet] to the place of beginning, containing 206.50 acres, more or less.

Property Tax ID: #009-010-D115-000-005

WHEREAS, the undersigned are the current owners of the said Property as Tenants in Common, and it being the intent and purpose of the undersigned to correct the legal description of Tract 4 and Tract 8 as described on Exhibit "A" of said Lease on the lands owned by the undersigned that are within the boundaries of the Carnahan 103 Pooled Unit.

WHEREAS, said Lease erroneously denotes Lessor as being husband and wife on the above-described Property, and not owners of the aforesaid property correctly as Tenants in Common. It is the intent and purpose of the undersigned to correct said Lease and do hereby DELETE the denotation of Lessor on said Lease as being husband and wife and REPLACE it with the proper denotation of Lessor on said Lease as being owners of the aforesaid Property as Tenants in Common.

NOW, THEREFORE, in consideration of One Dollar ($1.00), cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, and for purpose of making the Lease definite and certain with respect to Tract 4 and Tract 8 of Exhibit "A" of said Lease and is intended to be covered thereby, the undersigned do hereby acknowledge as owners of the aforesaid Property as Tenants in Common that it is their intention to include in the Lease, for oil and gas mining purposes, all of the lands last above-described, and the undersigned do hereby amend the Lease with respect to the description of the lands included therein and do hereby amend the said Lease with respect to the proper denotation of Lessor as being Tenants in Common, the undersigned has ratified and does by these presents hereby adopt, lease and let lease, ratify, grant and confirm the Lease as so amended, hereby releasing and waiving all rights of homestead and dower for the purposes of this interest.

EXCEPT as amended or modified herein, all terms and conditions of the said OIL AND GAS LEASE, dated December 21, 2006, and evidenced of record by a Memorandum of Oil and Gas Lease dated December 21, 2006, and recorded on January 23, 2007, at **Document #2007R00468**, in Knox County, Indiana, shall remain in full force and effect as if rewritten in its entirety herein.

THIS AGREEMENT shall be binding upon Lessor and its successors and assigns as well as Lessee and its successors and assigns and shall be applicable to Lessor's successors in interest.

IN WITNESS WHEREOF, Lessor and Lessee have executed this AMENDMENT OF OIL AND GAS LEASE on this 30th day of January, 2013.

[Signature page to follow]

ATLAS ENERGY INDIANA, LLC
Lessee:

By: B. O. Eubanks
B. O. Eubanks, Vice President of Land

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this, the 25th day of January, 2013, before me, a notary public, the undersigned officer, personally appeared B. O. Eubanks, Vice President of Land for Atlas Energy Indiana, LLC, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity and for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline D. Zarnich, Notary Public
Brighton Twp., Beaver County
My Commission Expires June 2, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jacqueline D. Zarnich
Notary Public

ROBERT O. FULFORD
Lessor:

By: Robert O. Fulford
Robert O. Fulford, as Tenant in Common

LUELLA F. FULFORD
Lessor:

By: Luella F. Fulford
Luella F. Fulford, as Tenant in Common

ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ PENNSYLVANIA)
) SS
COUNTY OF YORK)

On this, the 26 day of March, 2013, before me, a notary public, the undersigned officer, personally appeared Robert O. Fulford and Luella F. Fulford, Tenants in Common, acting in their own right, title and interest, as Lessor, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same in the capacity and for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal

David W Zentz
Notary Public

NOTARIAL SEAL
DAVID W ZENTZ
Notary Public
HAMPDEN TWP., CUMBERLAND CNTY
My Commission Expires Dec 10, 2013

■ Prepared by and return to: Atlas Energy, LP, Joe Lutz, 1000 Commerce Drive, 4th Floor, Pittsburgh, PA 15275
□ *Carnahan 103 Unit; DOTO Requirement #1-A and #1-B*

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BRENDA J. HALL
KNOX COUNTY RECORDER
VINCENNES, IN
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41

RIGHT-OF-WAY GRANT

(South Knox Project) N1835

For valuable consideration, in hand paid, receipt of which is hereby acknowledged by, **Robert O. Fulford and Luella F. Fulford,as tenants in common, of, 2474 N. State Road 550 Vincennes, Indiana 47591,** as "Grantor," do(es) hereby grant(s), convey(s) and warrant(s) unto ATLAS ENERGY INDIANA, LLC, an Indiana Limited Liability Company, of 10691 Carter Road, Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in **KNOX** County, Indiana described as follows:

1X **Township 3 North- Range 8 West- Donation113: (Steen Township) - 69.00 acres, more or less, Tax ID #009-010-D113-000-005. And 54.55 acres of land, more or less, Tax ID #009-010-D113-000-007.** X

Containing **123.55** acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of **KNOX** County, Indiana, in **Book 267 at Page 543** and incorporated herein by reference for a more particular description of said property.

a) a right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s).

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said electric service, pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

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Dated effective as of this 27th day of October, 2010.

Robert O. Fulford

Luella F. Fulford

ACKNOWLEDGMENT

STATE OF INDIANA)
)ss.
COUNTY OF KNOX)

The foregoing instrument was acknowledged before me this 27th day of October, 2010 **Robert O. Fulford and Luella F. Fulford,as tenants in common,** who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.

Jeffrey J. Smith, Notary Public
Harrison County, IN
Acting in Knox County, IN

NOTARY PUBLIC
State of Indiana
Jeffrey J. Smith
My Commission Expires 1/04/2013

My commission expires: 1/04/2013

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.

Jeffrey J. Smith

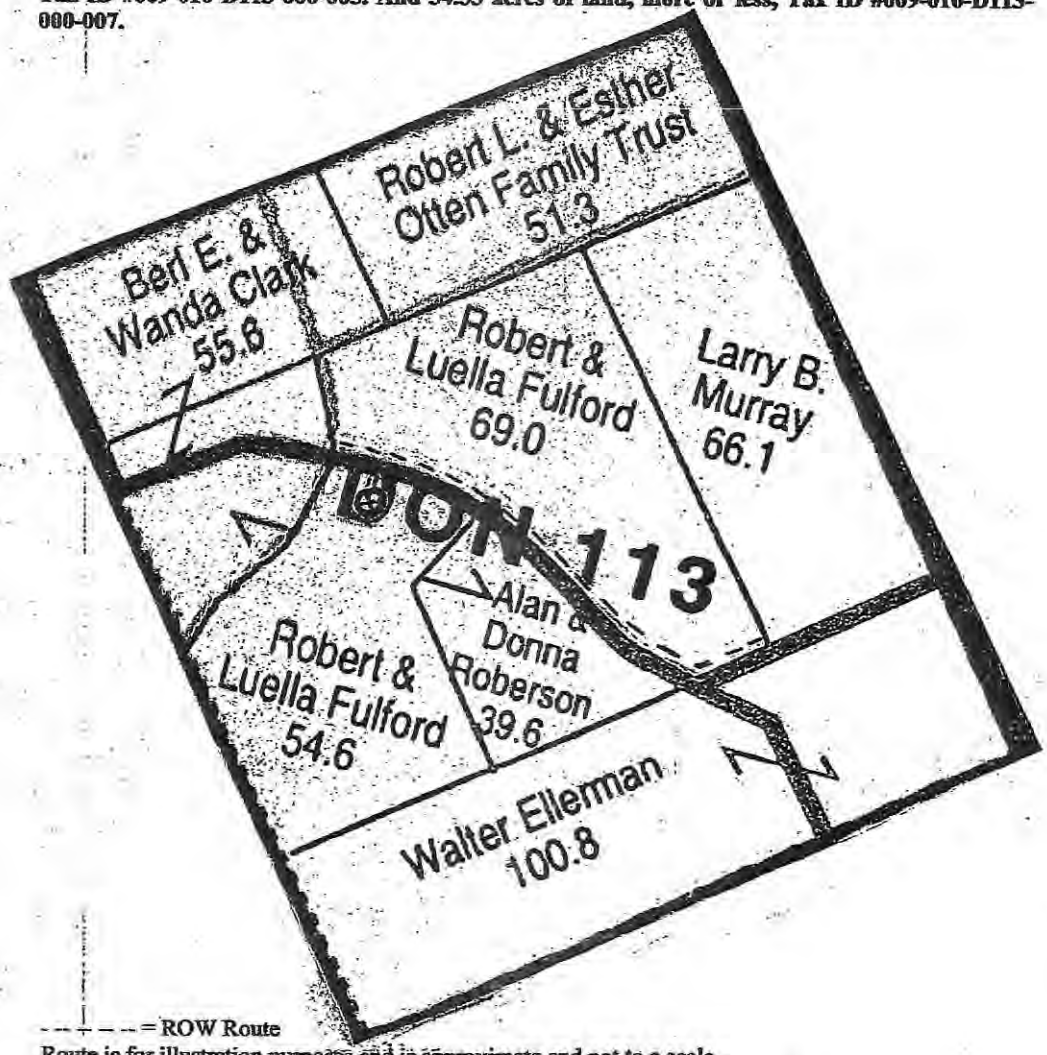
Prepared by: Jeffrey J. Smith, ATLAS ENERGY INDIANA, LLC, 10691 Carter Road, Suite 201, Traverse City, MI 49684

After recording return to Linda Kessner, ATLAS ENERGY INDIANA, LLC, 10691 Carter Road, Suite 201, Traverse City, MI 49684

EXHIBIT"A"

Attached to and made a part of that certain Right-of-Way Grant dated **October** 27 **2010, by and** between, **Robert O. Fulford and Luella F. Fulford,as tenants in common,** as Grantor and ATLAS ENERGY INDIANA, LLC, an Indiana company, as Grantee.

Township 3 North- Range 8 West- Donation113: (Steen Township) - 69.00 acres, more or less, Tax ID #009-010-D113-000-005. And 54.55 acres of land, more or less, Tax ID #009-010-D113-000-007.



- - - - - - = ROW Route

Route is for illustration purposes and is approximate and not to a scale.

x Robert O. Fulford

Robert O. Fulford

x Luella F. Fulford

Luella F. Fulford

x_____

x_____