

*Cover page for:*

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

\* In addition to the preliminary title insurance schedules, the following pages include copies of all recorded easements and other recorded documents that are listed as exceptions in Schedule B-II, *except* that copies of documents pertaining to mortgages and other monetary liens are not included. In the attached copy of Schedule B-II, dollar amounts have been redacted with respect to existing mortgages and liens. **Existing mortgages and other monetary liens are to be released and removed and will not affect the Buyer's title** (other than a lien for current, non-delinquent property taxes).

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**157.356(±) ac. in pt. SW/4 Sec. 17-T4N-R2E  
(Mark Township) in Defiance Co., Ohio**

(Defiance County Parcel G190017000500)

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*Preliminary title insurance schedules prepared by:*

**First American Title Insurance Company**

**(File Number: NCS-914746-TOL)**

*Prepared for purposes of the public auction to be conducted on August 7, 2018 by:*

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

*On behalf of:*

**Van Alphen Dairy Leasing LLC**



**First American**

Commitment

Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

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

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

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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## CONDITIONS

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



*First American*

# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-914746-TOL

1. Effective Date: July 11, 2018 at 4:30 p.m.

2. Policy or Policies to be issued: Amount

a.  **ALTA Owner's Policy of Title Insurance (6-17-06)** \$1,000.00

Proposed Insured: To Be Furnished

b.  **ALTA Loan Policy of Title Insurance (6-17-06)** \$1,000.00

Proposed Insured: To Be Furnished

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. [Title to the estate or interest in the Land is at the Effective Date vested in:](#)

VAN ALPHEN DAIRY LEASING LLC, an Ohio limited liability company by Warranty Deed recorded in/as OR Book 294, Page 0760 and Document No. 200500004864

5. The land referred to in the Commitment is described as follows:

Situated in the Township of Mark, County of Defiance, State of Ohio, described as follows:

Situated in the Township of Mark, County of Defiance, and State of Ohio and known as: The Southwest Quarter (1/4) of Section Seventeen (17), Mark Township, Defiance County, Ohio.

Excepting therefrom the following:

Being a part of the Southwest quarter (1/4) of Section 17, Town 4 North, Range 2 East, Mark Township, Defiance County, Ohio, and which is more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of the Southwest quarter (1/4) of said Section 17;

Thence South 89°45'50" East, (assumed bearing for the purpose of this description), on the North line of the Southwest quarter (1/4) of said Section 17, twenty and zero hundredths (20.00) feet to an iron pin found;

Thence continuing South 89°45'50" East, on the aforesaid line, six hundred twelve and seventy-four hundredths (612.74) feet to a survey point set;

Thence continuing South 89°45'50" East, on the aforesaid line, sixty and zero hundredths (60.00) feet to a point on the approximate centerline of an existing ditch;

Thence South 71°04'43" West, on the approximate centerline of an existing ditch, one hundred sixty-four and twenty-three hundredths (164.23) feet to a point;

Thence South 45°00'59" West, on the aforesaid line, two hundred thirty-eight and ninety-six hundredths (238.96) feet to a point;

Thence South 84°48'05" West, on the aforesaid line, two hundred twenty-eight and seventy-four hundredths (228.74) feet to a point;

Thence North 88°27'39" West, on the aforesaid line, one hundred forty and seven hundredths (140.07) feet to a mag nail found on the West line of the Southwest quarter (1/4) of said Section 17;

Thence North 0°07'33" West, on the West line of the Southwest quarter (1/4) of said Section 17, two hundred forty-two and zero hundredths (242.00) feet to the point of beginning.

Containing 2.644 acres of land more or less.

Issuing Agent: First American Title Insurance Company National Commercial Services  
Agent ID No.: NCS-914746-TOL  
Address: Four SeaGate, Suite 101  
City, State, Zip: Toledo, OH 43604  
Telephone: (419)720-2540

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



*First American*

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-914746-TOL

### **REQUIREMENTS**

The following requirements must be satisfied:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
2. Payment of the agreed amounts for the interest in the land and/or the mortgage to be insured.
3. Payment of the premium, fees and charges required for the issuance of the title policy or policies to be issued.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies to be issued.
5. Receipt and review of an acceptable survey of the subject premises if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
6. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
7. Submit to the Company documents properly executed by the entity or entities to be determined for the transfer of the interest or interests to be insured hereunder.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a Limited Liability Company:
  - A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.

- B. Other requirements may be imposed by the Company following its review of the documentation required herein.



*First American*

# Schedule BII

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-914746-TOL

### **EXCEPTIONS**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
7. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy pursuant to Ohio Revised Code Section 1509.31(D).
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.
9. Taxes and Assessments for the year 2017:

Assessed in the name of: Van Alphen Dairy Leasing LLC



Parcel No.: G190017000500

First half taxes in the amount of \$15,377.29 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$15,377.29 , including current assessments, if any, is Due and Payable July 20, 2018.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$159,710.00

Improvements: \$557,100.00

Total: \$716,810.00

Taxes and Assessments for the year 2018 and subsequent years are a lien, not yet due or payable

Note: The above tax parcel is subject to a CAUV

Taxes and Assessments for the year 2017 listed in the name of Van Alphen Dairy Leasing LLC,

Parcel No. G190017000599 is abated.

10. Easement(s) disclosed by document recorded July 15, 2005 in/as OR Book 294, Page 772 of Defiance County Records.

Amendment recorded May 31, 2012 in OR Book 362, Page 198 of Defiance County Records.

11. Easement(s) disclosed by document recorded June 05, 2012 in/as OR Book 362, Page 467 of Defiance County Records.
12. Deed of Easement from Mary E. Culler and W.P. Culler to Ohio Power Company recorded April 8, 1938 in/as [Volume 184, Page 450](#) of Defiance County Records.
13. Right of way in favor of Northwestern Electric Cooperative, Inc. recorded April 8, 1938 in/as [Book 124, Page 164](#) of Defiance County Records.
14. Right of way in favor of Northwestern Electric Cooperative, Inc. recorded April 8, 1938 in/as [Book 124, Page 150](#) of Defiance County Records.

15. Right of way in favor of North Western Electric Cooperative, Inc. recorded March 19, 1938 in/as [Volume 124, Page 139](#) of Defiance County Records.
16. Oil and gas lease from Mary E. Culler & Wendell P. Culler, Lessor, to Ned W. Langdon, Lessee, filed for record March 18, 1959 in/as [Volume 8, Page 256](#) of Defiance County Records.

Assignment of the Ned. W. Langdon \_\_\_ interest in the above lease to Frank B. Adams an undivided one half (1/2) interest, filed for record April 16, 1959 in/as [Misc 8, Page 1](#) of Defiance County Records.

Assignment of the Ned. W. Langdon, et al interest in the above lease to W. H. Doran, Jr., an undivided Three-quarters (3/4) interest, filed for record May 28, 1959 in/as [Misc 8, Page 11](#) of Defiance County Records.

Assignment of the W. H. Doran, Jr. et al interest in the above lease to Ned W. Langdon and Frank B. Adams, in equal shares, the undivided Three-quarters (3/4) interest, filed for record January 15, 1960 in/as [Misc 8, Page 87](#) of Defiance County Records.

Affects: The land and other property.

17. Affidavit filed for record October 09, 1997, and recorded [Volume 21, Page 1060](#) and Document No. 006694 of Defiance County Records.
18. Mortgage from Van Alphen Dairy Leasing LLC to AgStar Financial Services, FLCA, to secure \$ [REDACTED], filed for record July 15, 2005 in/as OR [Book 294, Page 0762](#) and Document No. 200500004865 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.

Partial release, recorded December 01, 2005 in/as [Book 299, Page 2274](#) in/as Document No. 200500008397 of Defiance County Records.

Affects: The land and other property.

19. Mortgage from Van Alphen Dairy Leasing LLC to AgStar Financial Services, FLCA, to secure \$ [REDACTED], filed for record June 16, 2006 in/as OR [Book 306, Page 2718](#) and Document No. 200600004096 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
20. Amended and Restated Open End Mortgage Security Agreement and Fixture Filing from Agstar Financial Services, FLCA to Van Alphen Dairy Leasing LLC, to secure \$ [REDACTED], filed for record May 31, 2012 in/as [Book 362, Page 0157](#) and Document No. 201200002918 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
21. Mortgage from Vissers Dairy, LLC to AgStar Financial Services, PCA, to secure \$ [REDACTED], filed for record June 05, 2012 in/as OR [Book 362, Page 0427](#) and Document No. 201200002971 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.

22. Mortgage from Vissers Dairy LLC to AgStar Financial Services, PCA, to secure \$ [REDACTED], filed for record April 11, 2014 in/as OR [Book 378, Page 2805](#) and Document No. 201400001358 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
23. Mortgage from Van Alphen Dairy Leasing LLC to AgStar Financial Services, ACA, to secure \$ [REDACTED], filed for record April 12, 2016 in/as OR [Book 394, Page 2775](#) and Document No. 201600001422 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
24. Mortgage from Vissers Dairy, LLC to Petrus Franciscus Silvester Vissers and Cornelia Alida Adriana Joosen, to secure \$ [REDACTED], filed for record June 14, 2018 in/as OR [Book 412, Page 2472](#) and Document No. 201800002574 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
25. Mortgage from Vissers Dairy LLC to Jacobus Petrus Joosen and Maria Henrica Joosen-Verschuren, to secure \$ [REDACTED], filed for record June 14, 2018 in/as OR [Book 412, Page 2475](#) and Document No. 201800002575 of Defiance County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.
26. Financing Statement from Van Alphen Dairy Leasing LLC, Debtor, in favor of AgStar Financial Services, FLCA, Secured Party, recorded May 31, 2012 in/as Document No. [201200002919](#) and [201200000028](#) of Defiance County Records.
27. Financing Statement from Van Alphen Dairy Leasing LLC, Debtor, in favor of AgStar Financial Services, PCA, Secured Party, recorded June 05, 2012 in/as Document No. [201200002972](#) and [201200000029](#) of Defiance County Records.
28. Financing Statement from Vissers Dairy LLC, Debtor, in favor of AgStar Financial Services, FLCA, Secured Party, recorded February 21, 2014 in/as OR [Book 377, Page 2885](#) and Document No. 201400000662 of Defiance County Records.
29. Financing Statement from Vissers Dairy LLC, Debtor, in favor of AgStar Financial Services, PCA, Secured Party, recorded April 11, 2014 in/as OR [Book 378, Page 2839](#) and Document No. 201400001359 of Defiance County Records.
30. Financing Statement from Vissers Dairy LLC, Debtor, in favor of AgStar Financial Services, PCA, Secured Party, recorded August 11, 2005 in/as Document No. [200500000076](#) of Defiance County Records.

Amendment recorded September 29, 2009 in/as Document No. [20090000084](#) of Defiance County Records.

Continuation, recorded June 09, 2010 in/as Document No. [201000000027](#) of Defiance County Records.

Amendment recorded March 24, 2014 in/as [Book 378, Page 1448](#) and Document No. 201400001043 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2765](#) and Document No. 201400001347 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2768](#) and Document No. 201400001348 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2770](#) and Document No. 201400001349 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2772](#) and Document No. 201400001350 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2774](#) and Document No. 201400001351 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2776](#) and Document No. 201400001352 of Defiance County Records.

Amendment recorded April 11, 2014 in/as [Book 378, Page 2778](#) and Document No. 201400001353 of Defiance County Records.

Continuation, recorded June 08, 2015 in/as [Book 388, Page 0366](#) and Document No. 201500002278 of Defiance County Records.

Continuation, recorded June 08, 2015 in/as [Book 388, Page 0367](#) and Document No. 201500002279 of Defiance County Records.

31. State Tax Lien against Vissers Dairy LLC in the amount of \$ [REDACTED], plus interests, penalties and costs, filed March 03, 2017 in/as Case No. [17-TX-01851](#) of Defiance County Records.
32. State Tax Lien against Vissers Dairy LLC in the amount of \$ [REDACTED], plus interests, penalties and costs, filed March 03, 2017 in/as Case No. [17-TX-01852](#) of Defiance County Records.
33. State Tax Lien against Vissers Dairy LLC in the amount of \$ [REDACTED], plus interests, penalties and costs, filed March 03, 2017 in/as Case No. [17-TX-01853](#) of Defiance County Records.
34. State Tax Lien against Vissers Dairy LLC in the amount of \$ [REDACTED], plus interests, penalties and costs, filed March 03, 2017 in/as Case No. [17-TX-01854](#) of Defiance County Records.
35. Affidavit filed for record October 09, 1997, and recorded [Volume 21, Page 1060](#) and Document No. 006694 of Defiance County Records.
36. Rights of the interested parties to the free and unobstructed flow of the waters of the Platter Creek which may flow on or through the land.
37. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
38. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
39. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

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

### Business Relationships

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

### Cookies

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

### Fair Information Values

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

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

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

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

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

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

Above Space is for Recording Information

**MANURE EASEMENT  
(Mortgage Loan)**

THIS AGREEMENT made on March 31, 2005 by and between van Alphen Dairy Leasing LLC, an Ohio Limited Liability Company, ("Mortgagor") and AgStar Financial Services, FLCA ("FLCA") is as follows:

WHEREAS, Mortgagor is the fee owner of real estate legally described as follows:

SW¼, Sec. 17, Mark Township, Defiance County, Ohio, containing 160 acres of land, more or less.

WHEREAS, FLCA has entered into a mortgage with Mortgagor dated March 31, 2005, ("Mortgage") which includes a livestock facility;

WHEREAS, FLCA desires to enter into an agreement with Mortgagor to haul manure and apply manure and other waste on the real estate as described above;

WHEREAS, With such an agreement Mortgagor would receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure hauling and other related benefits.

WHEREAS, The parties hereto have had discussions with regard to entering into such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the mutual covenants, promises and conditions set forth herein, the parties hereby agree as follows:

1. Manure Easement. Upon a default in the Mortgage, FLCA shall have the sole discretion of determining if and when it shall exercise its rights under this agreement. At such time, FLCA shall have the right to enforce the easement over the real estate described above for purposes of manure hauling and application of manure and other waste generated by the livestock facility owned and operated by FLCA. The fertilizer and other benefits Mortgagor receives from the application of manure and other waste becomes the consideration and compensation from FLCA for the easement over the real estate described above.
2. Term of Agreement. This Agreement and the easements referenced herein shall become effective on the date first above written and shall remain in effect for a period of 16 years, unless terminated earlier by mutual written agreement between the parties. Upon such mutual termination, the parties hereto shall execute and record a Termination of Easement document with the County Recorder's office. However, in no event shall the easements referenced herein exceed twenty-one (21) years.

Manure Easement (Mortgage Loan)

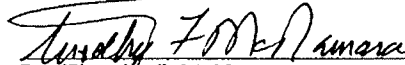
Page 2

- 3. Application of Manure and Other Wastes. The parties hereto agree that FLCA shall have the sole responsibility for application of the manure and other waste to the real estate, and FLCA covenants and agrees that:
  - a. Any and all application of manure or other wastes shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions and time of year, all so as to reduce any odor that might emanate from such manure application.
  - b. That the application of such manure and other waste shall be done in conformance with all applicable laws, rules and local county zoning ordinances and in accordance with all other applicable statutes, rules and regulations relating to such acts and practices.
  - c. At all times while this Agreement is in effect, FLCA agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Mortgagor with respect to the timing, location and manner of any manure or other waste application to the soil.
- 4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto. It is understood by the parties that FLCA's rights under the terms of this Agreement are fully assignable without the consent of Mortgagor.
- 5. Execution of Documents. All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional state, local or county permit forms that may be required.
- 6. Default. In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.
- 7. Entire Agreement. The foregoing constitutes the entire agreement between the parties. No modification of any of the terms or conditions contained herein may be made except by a subsequent written document signed by all parties hereto.
- 8. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

By: W H M van Bakel, its Manager

AGSTAR FINANCIAL SERVICES, FLCA



By: Timothy F. McNamara  
Its VP AgriBusiness Capital

Manure Easement (Mortgage Loan)  
Page 3

STATE OF Ohio )  
 ) ss.  
COUNTY OF Williams )

The foregoing was acknowledged before me on March 31, 2005 by W H M van Bakel, as Manager of van Alphen Dairy Leasing LLC, an Ohio Limited Liability Company, on behalf of said company.

*Virginia D. Camp*  
Notary Public Virginia D. Camp  
**VIRGINIA D. CAMP**  
Notary Public, State of Ohio  
**My Commission Expires 08/08/09**  
(FLCA)

STATE OF ~~MINNESOTA~~ Ohio )  
 ) ss.  
COUNTY OF Williams )

The foregoing was acknowledged before me on March 31, 2005, by Timothy F. McNamara, VP AgriBusiness Capital, of AgStar Financial Services, FLCA, an Instrumentality under the laws of the United States on behalf of said Instrumentality.

*Virginia D. Camp*  
Notary Public Virginia D. Camp  
**VIRGINIA D. CAMP**  
Notary Public, State of Ohio  
**My Commission Expires 08/08/09**

**SEAL**

DRAFTED BY:  
Kris Breault (CP)  
AgStar Financial Services  
2912 Pioneer Ave.  
Rice Lake, WI 54868

//  
200500004867  
Filed for Record in  
DEFIANCE COUNTY, OHIO  
JANE M. TADSEN  
07-15-2005 At 10:29 am.  
EASEMENT 36.00  
DR Or bk 294 Page 772 - 774

**DR 294 PAGE 0774**



5 201200002920  
Filed for Record in  
DEFIANCE COUNTY, OHIO  
CECILIA A. PARSONS, RECORDER  
05-31-2012 At 02:54 pm.  
EASEMENT 80.00  
OR Or bk 362 Page 198 - 205

**AMENDED AND RESTATED  
MANURE EASEMENT  
(Mortgage Loan)**

THIS AMENDED AND RESTATED MANURE EASEMENT made on 30 April, 2012 (this "*Agreement*"), by and between Van Alphen Dairy Leasing LLC, an Ohio limited liability company ("*Mortgagor*"), and AgStar Financial Services, FLCA ("*FLCA*") is as follows:

WHEREAS, Mortgagor is the fee owner of real estate legally described on Exhibit A (the "*Property*"), which Exhibit A is attached hereto and incorporated herein by reference;

WHEREAS, FLCA entered into those certain mortgages with Mortgagor dated July 14, 2005 and May 15, 2006, as amended and restated by that certain Amended and Restated Open-End Mortgage, Security Agreement and Fixture Filing of even date herewith (the "*Mortgage*") [which includes a livestock facility];

WHEREAS, FLCA entered into a Manure Easement filed for record on March 31, 2005, in the Defiance County Records, Instrument Number 200500004867, OR 294, Page 0772 (the "*Original Easement*") and hereby desires to enter into an amended and restated agreement with Mortgagor to haul manure and apply manure and other waste on the Property;

WHEREAS, with such an agreement Mortgagor would continue to receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure hauling and other related benefits; and

Manure Easement (Mortgage Loan)  
Page 2

WHEREAS, the parties hereto have had discussions with regard to amending and restating such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the mutual covenants, promises and conditions set forth herein, the parties hereby agree as follows:

1. Manure Easement. Upon a default in the Mortgage, FLCA shall have the sole discretion of determining if and when it shall exercise its rights under this Agreement. At such time, FLCA shall have the right to enforce the easement over the real estate described above for purposes of manure hauling and application of manure and other waste generated by the livestock facility owned and operated on the Property. The fertilizer and other benefits Mortgagor receives from the application of manure and other waste becomes the consideration and compensation from FLCA for the easement over the real estate described above.
2. Term of Agreement. This Agreement and the easements referenced herein shall become effective on the date first above written and shall remain in effect for a period of 20 years unless terminated earlier by mutual agreement between the parties or satisfaction of the Mortgage, whichever first occurs.
3. Application of Manure and Other Wastes. Upon a default in the Mortgage, the parties hereto agree that FLCA shall have the sole responsibility for application of the manure and other waste to the real estate, and FLCA covenants and agrees that:
  - a. Any and all application of manure or other wastes shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions and time of year, all so as to reduce any odor that might emanate from such manure application.
  - b. That the application of such manure and other waste shall be done in conformance with Ohio Department of Agriculture

Manure Easement (Mortgage Loan)  
Page 3

("ODA") rules and local county zoning ordinances and in accordance with all other applicable statutes, rules and regulations relating to such acts and practices.

- c. At all times while this Agreement is in effect, FLCA agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Mortgagor with respect to the timing, location and manner of any manure or other waste application to the soil.
4. Amended and Restated Agreement. This Agreement is an amendment and restatement of the Original Easement and supersedes the Original Easement; provided, however, (a) this Agreement shall not effect a novation of the Original Easement but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of the Original Easement; and (b) the security interest and other liens and rights granted under the Original Easement are and shall remain legal, valid, binding and enforceable liens against the property. Mortgagor hereby acknowledges and confirms the continuing existence and effectiveness of the security interests and other liens granted by Mortgagor to FLCA, and further agrees that the execution and delivery of this Agreement, and any agreement related hereto, shall not in any way release, diminish, impair, reduce or otherwise affect the security interest and other liens against the property described in the Original Easement.
5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto. It is understood by the parties that FLCA's rights under the terms of this Agreement are fully assignable without the consent of Mortgagor.
6. Execution of Documents. All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional ODA or county permit forms that may be required.

Manure Easement (Mortgage Loan)  
Page 4

7. Default. In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.
8. Entire Agreement. The foregoing constitutes the entire agreement between the parties. No modification of any of the terms or conditions contained herein may be made except by a subsequent written document signed by all parties hereto.
9. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

**[Signatures and acknowledgements are on the following pages]**

Manure Easement (Mortgage Loan)  
Page 5

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

VAN ALPHEN DAIRY LEASING LLC,  
an Ohio Limited Liability Company

By: [Signature]  
Printed Name: Petrus Visser  
Title: Managing member

STATE OF OHIO )  
COUNTY OF Defiance ) SS:

The foregoing instrument was acknowledged before me this 30th day of April, 2012, by Petrus Visser (name), the managing member (office/title) of VAN ALPHEN DAIRY LEASING LLC, an Ohio limited liability company, acting in his/her/its said capacity, on behalf of said limited liability company.

[Signature]  
Notary Public



MELINDA J. KARACSON  
Notary Public, State of Ohio  
My Commission Expires November 20, 2015



EXHIBIT A

Situated in the Township of Mark, County of Defiance and State of Ohio:

And known as the Southwest Quarter (1/4) of Section Seventeen (17), Mark Township, Defiance County Ohio.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Mark, County of Defiance and State of Ohio:

And known as being a part of the Southwest quarter (1/4) of Section 17, Town 4 North, Range 2 East, Mark Township, Defiance County, Ohio, and which is more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of the Southwest quarter (1/4) of said Section 17;

Thence South 89 deg. 45' 50" East, (assumed bearing for the purpose of this description), on the North line of the Southwest quarter (1/4) of said Section 17, twenty and zero hundredths (20.00) feet to an iron pin found;

Thence continuing South 89 deg. 45' 50" East, on the aforesaid line, six hundred twelve and seventy-four hundredths (612.74) feet to a survey point set;

Thence continuing South 89 deg. 45' 50" East, on the aforesaid line sixty and zero hundredths (60.00) feet to a point on the approximate centerline of and existing ditch;

Thence South 71 deg. 04' 43" West, on the approximate centerline of an existing ditch, one hundred sixty-four and twenty-three hundredths (164.23) feet to a point;

Thence South 45 deg 00' 59" West, on the aforesaid line, two hundred thirty-eight and ninety-six hundredths (238.96) feet to a point;

Thence South 84 deg. 48' 05" West, on the aforesaid line, two hundred twenty-eight and seventy-four hundredths (228.74) feet to a point;

Thence North 88 deg. 27' 39" West, on the aforesaid line, one hundred forty and seven hundredths (140.07) feet to a mag nail found on the West line of the Southwest quarter (1/4) of said Section 17;

Manure Easement (Mortgage Loan)  
Page 8

Thence North 0 deg. 07' 33" West, on the West line of the Southwest quarter (1/4) of said Section 17, two hundred forty two and zero hundredths (242.00) feet to the point of beginning.

Containing 2.644 acres of land more or less. Subject to all legal highways, easements, zoning regulations or restrictions of record.

Note: Survey point set indicates a 5/8-inch x 30 inch iron pin with reference cap set.

This description is based on a field survey by Douglas W Eis, Registered Surveyor No. 7758.

4615067.4

OR 362 PAGE 0205



S201200002973  
Filed for Record in  
DEFIANCE COUNTY, OHIO  
CECILIA A. PARSONS, RECORDER  
06-05-2012 At 10:18 am.  
EASEMENT 60.00  
OR Dr bk 362 Page 467 - 472

**MANURE EASEMENT  
(Mortgage Loan)**

THIS MANURE EASEMENT made on  
May 1st, 2012 (this "Agreement"), by and between  
Van Alphen Dairy Leasing LLC, an Ohio limited liability company  
("Mortgagor"), and AgStar Financial Services, PCA ("PCA") is as follows:

WHEREAS, Mortgagor is the fee owner of real estate legally described  
on Exhibit A (the "Property"), which Exhibit A is attached hereto and  
incorporated herein by reference;

WHEREAS, Mortgagor entered into a mortgage with PCA of even date  
herewith (the "Mortgage") and hereby desires to enter into an agreement with  
Mortgagor to haul manure and apply manure and other waste on the Property;

WHEREAS, with such an agreement Mortgagor would continue to  
receive the benefit of reduced costs and expenses with regard to fertilizer  
application on account of such manure hauling and other related benefits; and

WHEREAS, the parties hereto have had discussions with regard to  
such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the  
mutual covenants, promises and conditions set forth herein, the parties hereby  
agree as follows:

1. Manure Easement. Upon a default in the Mortgage, PCA shall have  
the sole discretion of determining if and when it shall exercise its  
rights under this Agreement. At such time, PCA shall have the right

*CTIC 50420417*

Manure Easement (Mortgage Loan)  
Page 2

to enforce the easement over the real estate described above for purposes of manure hauling and application of manure and other waste generated by the livestock facility owned and operated on the Property. The fertilizer and other benefits Mortgagor receives from the application of manure and other waste becomes the consideration and compensation from PCA for the easement over the real estate described above.

2. Term of Agreement. This Agreement and the easements referenced herein shall become effective on the date first above written and shall remain in effect for a period of 20 years unless terminated earlier by mutual agreement between the parties or satisfaction of the Mortgage, whichever first occurs.
3. Application of Manure and Other Wastes. Upon a default in the Mortgage, the parties hereto agree that PCA shall have the sole responsibility for application of the manure and other waste to the real estate, and PCA covenants and agrees that:
  - a. Any and all application of manure or other wastes shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions and time of year, all so as to reduce any odor that might emanate from such manure application.
  - b. That the application of such manure and other waste shall be done in conformance with Ohio Department of Agriculture (“*ODA*”) rules and local county zoning ordinances and in accordance with all other applicable statutes, rules and regulations relating to such acts and practices.
  - c. At all times while this Agreement is in effect, PCA agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Mortgagor with respect to the timing, location and manner of any manure or other waste application to the soil.
4. Successors and Assigns. This Agreement shall inure to the benefit of

4631620.1

DR 362 PAGE 0468

Manure Easement (Mortgage Loan)  
Page 3

and be binding upon the heirs, successors and assigns of the parties hereto. It is understood by the parties that PCA's rights under the terms of this Agreement are fully assignable without the consent of Mortgagor.

5. Execution of Documents. All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional ODA or county permit forms that may be required.
6. Default. In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.
7. Entire Agreement. The foregoing constitutes the entire agreement between the parties. No modification of any of the terms or conditions contained herein may be made except by a subsequent written document signed by all parties hereto.
8. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

**[Signatures and acknowledgements are on the following pages]**





EXHIBIT A

Situated in the Township of Mark, County of Defiance and State of Ohio:  
And known as the Southwest Quarter (1/4) of Section Seventeen (17), Mark Township, Defiance County Ohio.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Mark, County of Defiance and State of Ohio:  
And known as being a part of the Southwest quarter (1/4) of Section 17, Town 4 North, Range 2 East, Mark Township, Defiance County, Ohio, and which is more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of the Southwest quarter (1/4) of said Section 17;

Thence South 89 deg. 45' 50" East, (assumed bearing for the purpose of this description), on the North line of the Southwest quarter (1/4) of said Section 17, twenty and zero hundredths (20.00) feet to an iron pin found;

Thence continuing South 89 deg. 45' 50" East, on the aforesaid line, six hundred twelve and seventy-four hundredths (612.74) feet to a survey point set;

Thence continuing South 89 deg. 45' 50" East, on the aforesaid line sixty and zero hundredths (60.00) feet to a point on the approximate centerline of and existing ditch;

Thence South 71 deg. 04' 43" West, on the approximate centerline of an existing ditch, one hundred sixty-four and twenty-three hundredths (164.23) feet to a point;

Thence South 45 deg 00' 59" West, on the aforesaid line, two hundred thirty-eight and ninety-six hundredths (238.96) feet to a point;

Thence South 84 deg. 48' 05" West, on the aforesaid line, two hundred twenty-eight and seventy-four hundredths (228.74) feet to a point;

Thence North 88 deg. 27' 39" West, on the aforesaid line, one hundred forty and seven hundredths (140.07) feet to a mag nail found on the West line of the Southwest quarter (1/4) of said Section 17;

Thence North 0 deg. 07' 33" West, on the West line of the Southwest quarter (1/4) of said Section 17, two hundred forty two and zero hundredths (242.00) feet to the point of beginning.

Containing 2.644 acres of land more or less. Subject to all legal highways, easements, zoning regulations or restrictions of record.

Note: Survey point set indicates a 5/8-inch x 30 inch iron pin with reference cap set.

This description is based on a field survey by Douglas W Eis, Registered Surveyor No. 7758.

DB  
1-12-66  
BGM  
M

Mary E. Culler

Deed of Easement

(Name and Address)  
Mary E. Culler  
116 Austin Main St.  
Hicksville Ohio

Eas. No. 35 Map No. 2335

Dwg. No. 30056G

W.O. No. 790/0522-50-9560.34

IN consideration of the sum of One Dollar, receipt of which is acknowledged, and in further consideration of the promises of the Grantee, herein set forth Mary E. Culler  
and H. P. Culler her husband

~~(or unmarried)~~, herein called "Grantor", whether one or more persons, hereby grants unto OHIO POWER COMPANY, an Ohio corporation, Canton, Ohio, the Grantee, its successors, assigns, lessees and licensees, hereafter collectively called "Company"; a right of way and easement for an electric transmission line in,

on, over, through and across the following described lands situate in Mark

Township, County of DeLancey State of Ohio, being part of Section No.

17 (SW 1/4) Township No. 4-N and Range No. 2-E, and bounded as follows:

On the North by the lands of R. & E. Timbrook

On the East by the lands of Berlin F. & Doratha Kline

On the South by the lands of R. & M. Aldred - F. & M. Walters

On the West by the lands of O. & V. Robeson - Glen M. Burgoyne

and along the center line determined as hereafter set forth, including the following rights:

To locate, construct, reconstruct, inspect, protect, maintain, repair, renew, operate and remove facilities for the transmission of electric energy and associate uses, consisting of pole structures, wires and cables, anchors, grounding systems, counterpoises and other incidental equipment and fixtures; to add to the number of wires, cables, anchors, grounding systems, counterpoises and other incidental equipment; to relocate pole structures on the center line determined as hereafter set forth; to trim, cut and/or otherwise control and at Company's option remove any and all trees, overhanging branches or other obstructions within 30 feet of such center line and any and all other trees which in the opinion of Company's engineers may endanger the safety of or interfere with the location, construction, operation or maintenance of such facilities; and the right of ingress and egress over the above described lands and any adjoining lands of the Grantor at any and all times for the purpose of exercising any rights herein described in and on the above described lands and any lands adjoining them either of Grantor or others.

TO HAVE AND TO HOLD the same unto the Company.

It is understood and agreed that:

Said center line shall be as selected and laid out by Company and its location shall be finally evidenced by a line connecting the center points of the pole structures initially constructed on said lands, if any, and on adjoining premises.

Company agrees to pay Grantor at or prior to the time when construction of said facilities is commenced on the above described lands Ten Dollars (\$10.00) for each pole to be constructed thereon.

Company also agrees to pay Grantor for damages to Grantor's stock, growing crops and fences on the above described lands, caused by Company while engaged in the exercise of any right herein granted.

Company further agrees to pay for any trees cut by it on the above described lands, by Board Measure, using Scribner's Lumber Rules, at the market price in the vicinity.

If Grantor and Grantee cannot agree on the amount of said damages, or the amount to be paid for trees cut by it, the same shall be arbitrated.

Grantor, and Grantor's heirs, successors and assigns shall have the right to cultivate or otherwise use the above described lands in any way not inconsistent with the rights herein granted; however, Grantor, for Grantor and Grantor's heirs, successors and assigns, agrees that they will not cause or permit any structure or building to be built or placed within 30 feet (measured horizontally) of said center line.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

This instrument expresses the entire agreement between the parties, and the agent securing this grant has no authority to bind Company by any verbal representation or promise not herein expressed.

IN WITNESS WHEREOF, Grantor has (have) hereunto set their hand(a) this 6th day of January, 1966.

Signed and Acknowledged in the Presence of:

M. M. Van Fleet  
M. M. Van Fleet  
Corinne Hurni  
Corinne Hurni

Mary E. Culler  
Mary E. Culler  
W. P. Culler  
W. P. Culler

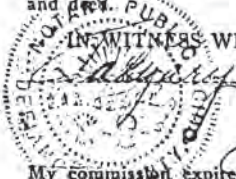
United States Government Revenue Stamps in the amount required by law have been heretofore purchased and cancelled and will be affixed hereto after this instrument is recorded.

THE STATE OF OHIO,

Defiance County ss.

Before me, a Notary Public in and for said County, personally appeared the above named Mary E. Culler and W. P. Culler

who acknowledged that they did sign the within instrument and that the same is their free act and deed.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 6th day of January, A.D. 1966.

Corinne Cleland Hurni  
Corinne Cleland Hurni  
Notary Public

This instrument was prepared by Ohio Power Co.

THE STATE OF OHIO,

County ss.

Before me, a \_\_\_\_\_ in and for said County, personally appeared the above named \_\_\_\_\_

who acknowledged that \_\_\_\_\_ did sign the within instrument and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

Received for Record JAN 21 1966 9:40 A.M.  
Recorded in Deed Records Jan. 27, 1966  
Volume 184 Page 450  
of Defiance Recorder John F. May County  
State of Ohio  
Fee 5 2.00

Name Mary E. Culler  
Address 116 S. Main St. Hicksville, Ohio  
Line Robison Park-Fichland 136KV  
Eas. No. 35 Map No. 2335

33715



INC. grantee, the receipt whereof is hereby acknowledged, do **we** hereby grant, bargain, sell, and convey to said NORTHWESTERN ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit: **an 80 less .50 acre farm in Mark Twp in Sec. 6, located S. E. corner Defiance Co. Ohio.**  
(S. 22 t)

The route to be taken by said lines across said lands shall be as follows: Along the **West** side of the **& north side of Buckakin Rd.** road as now or hereafter located

Poles to be set within 1 ft of highway limits shade trees to be trimmed to a height of 25 ft.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the **30** day of **Dec.** 19 **37**.  
Signed this **14** day of **June**, 19 **36**

Signed and acknowledged in the presence of:

**A. W. Sherman**  
**Lewis Balsler**

**Ray Coy**

STATE OF OHIO  
DEFIANCE COUNTY ss.

Be it remembered, that on this **14** day of **June**, 19 **36** personally appeared before me, the undersigned, a Notary Public in and for said County, the above named

**Ray Coy**

grantor in the foregoing grant, and acknowledged the execution thereof to be **his** voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public **C. W. Weisz, J. P.**  
**Milford Twp.** Defiance County, Ohio.

**CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY**

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated \_\_\_\_\_ and executed by \_\_\_\_\_

shall be subordinate to the easement created by said conveyance.  
Received for Record **March 19,** A. D. 19 **38**  
at **1:42** o'clock **P. M.**  
Recorded **April 8,** A. D. 19 **38**

Per **Ezra W. Warren** Recorder  
**Shadel E. Cox** Deputy  
Fees, \$ **.60**

No. 5143.

*124-164*

**Grant of Right-of-Way**

#630 18-8

KNOW ALL MEN BY THESE PRESENTS: That **Mary Culler**

grantor in consideration of One Dollar and other valuable consideration, to **her** paid by NORTHWESTERN ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby acknowledged, do **we** hereby grant, bargain, sell, and convey to said NORTHWESTERN ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit: **The S. W. t of Sec. 17 except Board of Education in Mark Twp, Defiance Co. Ohio.**

The route to be taken by said lines across said lands shall be as follows: Along the **East & north** side of the **Breininger & State R. 18** road as now or hereafter located

in **Mark Twp., Defiance Co. Ohio.**  
Poles to be within 1 ft of highway limit. All trees to be trimmed with owners permission.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the **30** day of **Dec.** 19 **37**.  
Signed this **19** day of **Sept.**, 19 **36**

Signed and acknowledged in the presence of:

**G. M. Burgoyne**  
**L. W. Burgoyne**

**Mary Culler**

DEFIANCE COUNTY ss.  
STATE OF OHIO

Defiance County Be it remembered, that on this **19** day of **Sept.**, 19 **36** personally appeared before me, the undersigned, a Notary Public in and for said County, the above named

**Mary Culler**

grantor in the foregoing grant, and acknowledged the execution thereof to be **her** voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public **C. W. Weisz, J. P.**  
**Milford Twp.,** Defiance County, Ohio.

**CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY**

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated \_\_\_\_\_ and executed by \_\_\_\_\_

shall be subordinate to the easement created by said conveyance.  
Received for Record **March 19,** A. D. 19 **38**  
at **1:43** o'clock **P. M.**  
Recorded **April 8,** A. D. 19 **38**

Per **Ezra W. Warren** Recorder  
**Shadel E. Cox** Deputy  
Fees, \$ **.60**

The route to be taken by said lines across said lands shall be as follows: Along the **North & South** road as now or hereafter located side of the **State Route 18** in **Mark Twp., Defiance Co. O.** Said poles to be located within 1 ft of highway limit.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and strung upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the **1** day of **Dec.**, 19**37**  
Signed this **19th** day of **Sept.**, 19**36**

Signed and acknowledged in the presence of:

**K. L. Burtner**  
**V. L. Ray**

**B. B. Burns**

**Ill.**  
STATE OF ~~OHIO~~ **Ill.**  
~~MAON~~ **MAON** COUNTY **Ill.**  
Be it remembered, that on this **19th** day of **Sept.**, 19**36** personally appeared before me, the undersigned, a Notary Public in and for said County, the above named

**B. B. Burns:**

grantor in the foregoing grant, and acknowledged the execution thereof to be **his** voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public **C. R. Green** **Ill.**  
(Notarial Seal) **Macon** ~~MAON~~ County, **Ill.**

**CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY**

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated \_\_\_\_\_ and executed by \_\_\_\_\_

shall be subordinate to the easement created by said conveyance.

Received for Record **March 19, A. D. 19 38**

at **1:14** o'clock **P. M.**  
Recorded **April 8, A. D. 19 38**

Per **Egna W. Warren** Recorder  
**Inabel E. Cole** Deputy  
Fees, \$ **.60**



**Grant of Right-of-Way**

**#342 18-24**

No. **5115.**

KNOW ALL MEN BY THESE PRESENTS: That **Fred Wonderly, Chas. Reeb, Arthur Belts, Fred Volkert and Varne Cottrell, Mark Twp. Board of Education**

grantor **S** in consideration of One Dollar and other valuable consideration, to be paid by **NORTHWESTERN ELECTRIC COOPERATIVE, INC.** grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said **NORTHWESTERN ELECTRIC COOPERATIVE, INC.**, its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:

**N W corner of N W 1/4 of N W 1/4 of Sec. 22, Mark Twp., Defiance Co. Ohio. Said tract known as Mark Twp. school property 8 A. more or less Also including Dist #3 Sec. 6 - Dist 4 Sec. 17-Dist #3 Sec. 30 & Dist. 7 Sec. 36**

The route to be taken by said lines across said lands shall be as follows: Along the **south** road as now or hereafter located side of the **State R 18**

in **Mark Twp., Defiance Co. O.** Poles to be within 1 ft of highway limit.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and strung upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the **30** day of **Dec.**, 19**37**  
Signed this **25** day of **November**, 19**36**

Signed and acknowledged in the presence of:

**Lewis Balseer**  
**Clarence W. Weisz**

**Chas. O. Reeb** V. President  
**Guy Bailey, Clerk**  
**Mark Twp. Board of Education**

**CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY**

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated \_\_\_\_\_ and executed by \_\_\_\_\_

shall be subordinate to the easement created by said conveyance.

Received for Record **March 19, A. D. 19 38**

at **1:15** o'clock **P. M.**  
Recorded **April 8, A. D. 19 38**

Per **Egna W. Warren** Recorder  
**Inabel E. Cole** Deputy  
Fees, \$ **.65**

**DEFIANCE COUNTY** **Ill.**  
STATE OF **OHIO**  
**Defiance County**  
Be it remembered, that on this **25** day of **Nov.**, 19**36** personally appeared before me, the undersigned, a Notary Public in and for said County, the above named

**Chas. O. Reeb, V. Pres. & Guy Bailey, Clerk, Board of Education**

grantor in the foregoing grant, and acknowledged the execution thereof to be **their** voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public **C. W. Weisz, J. P.**  
**Milford Twp., Defiance County, Ohio.**

No. 5091.

Grant of Right-of-Way

Know All Men by These Presents: That Mary E. Culler grantor, in consideration of One Dollar and other valuable consideration, to me paid by North Western Electric Cooperative, Inc., grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said North Western Electric Cooperative, Inc., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to wit:

The S W 1/4 of Sec 17 Mark Twp Defiance Co. Ohio.

The route to be taken by said lines across said lands shall be as follows: Along the side of the approximately 150 ft. North of State R. 18 road as now or hereafter located Mark Twp Defiance Co. Ohio

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 31 day of Dec, 1938.

Signed this 24 day of Feb. 1938.

Signed and acknowledged in the presence of:

W. O. Breiningger  
Lewis Balsler

Mary E. Culler

State of Ohio }  
Defiance County } ss.

Be it remembered, that on this 17 day of March, 1938, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Mary E. Culler grantor in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

In Testimony Whereof: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.



Notary Public Burt Blackburn Defiance County, Ohio.

Rec'd for Record March 17, 1938 at 2:15 P. M.  
Recorded March 19, 1938.  
Fees \$ .65. ✓

Eggar M. Warren Recorder.  
Mabel E. Love Deputy.

8256

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of March, 1959, between Mary E. Culler & Wendell P. Culler of 1165 Main St. Hicksville, Ohio (Post Office Address) herein called lessor (whether one or more), and Ned W. Langdon - 619 Wilson Bldg Corpus Christi, Texas, lessee:

1. Lessor, in consideration of \_\_\_\_\_ Dollars (\$) in hand paid receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, ~~drilling~~ <sup>drilling</sup>, mining and operating for and producing oil, gas, and all other minerals, including gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Defiance County, Ohio to-wit:

160 Acres more or less located as Follows: being the SW 1/4 of Section 17 Mark Township Range 2 East Town 4 North

Notwithstanding any particular description it is nevertheless the intention of lessor to include within this lease, and he does hereby lease, not only the land so described but also any and all other land owned or claimed by lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 160 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) Years from this date (called "primary term"), and as long thereafter as oil, gas, or other mineral is produced from said land.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-eighth, either in kind or value at the well or mine, at lessee's election, except that on sulphur the royalty shall be One Dollar (\$1.00) per long ton; and (d) if at any time while there is a gas well or wells on the above land (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) such well or wells are shut in, and if this lease is not continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well or wells are shut in, and before the expiration of any such ninety-day (90-day) period, lessee or any assignee hereunder may pay or tender an advance annual royalty equal to the amount of delay rentals provided for in this lease for the increase then held under this lease by the party making such payment or tender and if such payment or tender is made, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of paragraph 2 hereof for one (1) year from the date such well or wells are shut in, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 during any annual period for which such royalty is so paid or tendered; such advance royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.

4. If operations for drilling or mining are not commenced on said land on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of One Hundred Sixty Dollars (\$160.00) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the Hicksville Bank of Hicksville, Ohio, which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's successors and assigns, if such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft or lessee, mailed or delivered to said bank or lessor, or either lessor if more than one, on or before the rental paying date.

17-11-2  
In assignment to  
Records 118 & page 87  
Belle L. May  
Corder  
In assignment to  
The - Mill Records  
Vol 8 Page 11-14 and  
May 11-14  
Belle L. May  
Corder  
Volume 8 Page 7-5 incl,  
Records, April 19, 1959  
from B. B. Brown, under by Order of Court  
Dec 9, 1957  
In assignment to  
The - Mill Records  
Vol 8 Page 11-14 and  
May 11-14  
Belle L. May  
Corder

5. If, prior to discovery of oil, gas, or other minerals on said land, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, gas, or other minerals, the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land but lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than sixty (60) days, and, if they result in production, so long thereafter as oil, gas, other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred and thirty feet (330ft.) of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned between the several lessehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

8. When drilling or other operations are delayed or interrupted by storm, flood, or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. And if from such cause lessee is prevented from conducting drilling or reworking operations on, or producing oil, or gas from, the leased premises, the time while lessee is so prevented shall not be counted against lessee, and this lease shall be extended for a period of time equal to that during which such lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from, such leased premises, notwithstanding any other provision hereof.

9. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's right under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately; should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Lessee, its/his successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

11. Lessee shall be responsible for all damages to timber and growing crops of lessor caused by lessee's operations.

8-258

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

Mary E. Culler

Russell L Gorrell

Wendell P. Culler

F B Adams

JOINT ACKNOWLEDGMENT

THE STATE OF Ohio  
COUNTY OF Defiance

BEFORE ME, the undersigned authority, on this day

personally appeared Wendell P. Culler, and wife Mary E. Culler known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purpose and consideration therein expressed; and the said Mary E. Culler wife of said Wendell P. Culler, having been examined by me privily and apart from her husband, and having the same fully explained to her, the said Mary E. Culler, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 14th day of March A. D. 1959

RUSSELL L. GORRELL  
NOTARY PUBLIC  
My Commission Expires  
July 22, 1960

Russell L. Gorrell  
Notary public in and for  
Defiance County, Ohio



This instrument prepared by:  
New W. Langdon, 619 Wilson Building, Corpus Christi, Texas

Received: MAR 16 1959 at 10:00 O'clock A.M.  
Recorded: March 18 1959  
Fee: \$ 5.90

*Richard L. Mason*  
RECORDER  
*By Mary K. Manning, Deputy*



less, located as follows; 80 acres in the W-1/2 of the NW-1/4 of Section 9; 80 acres in the W-1/2 of the SW-1/4 of Section 9; and 120 acres in the E-1/2 and SW-1/4 of the SE-1/4 of Section 8, Range 2 East, Mark Township, Defiance County, Ohio.

- (6) Oil and Gas Lease dated January 2, 1959, from Thomas I. Mathes and wife, Dorothy M. Mathes, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 232-33, Lease Records of Defiance County, Ohio, covering 163.05 acres of land, more or less, located in the NW-1/4 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (7) Oil and Gas Lease dated January 2, 1959, from Ernst A. Rosebrock and wife, Margaret C. Rosebrock, Lessors to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 234-35, Lease Records of Defiance County, Ohio, covering 240 acres of land, more or less, being the NE-1/4 and the E-1/2 of the NW-1/4 of Section 8, Range 2 East, Mark Township, Defiance County, Ohio.
- (8) Oil and Gas Lease dated January 3, 1959, from Waldo H. Shank and wife Eva L. Shank Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 236-37, Lease Records of Defiance County, Ohio, covering 145 acres of land, more or less, located in the SW-1/4 of Section 32, Range 2 East, Farmer Township, Defiance County, Ohio.
- (9) Oil and Gas Lease dated January 3, 1959, from Waldo H. Shank and wife, Eva L. Shank, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 238-39, Lease Records of Defiance County, Ohio, covering 387 acres of land, more or less, being the N-1/2 and 27 acres in the Se-1/4 of Section 10 and 40 acres in the NE-1/4 of the NE-1/4 of Section 9, Range 2 East, Mark Township, Defiance County, Ohio.

Exhibit "A" (Cont'd)

- (10) Oil and Gas Lease dated January 3, 1959, from Clara Mae Stevenson and husband, Willis R. Stevenson, Lessors to Ned W. Langdon, Lessee, recorded in Volume 8 Pages 240-41, Lease Records of Defiance County, Ohio, covering 40 acres of land, more or less, located in the Se-1/4 of the NE-1/4 of Section 9, Range 2 East, Mark Township, Defiance County, Ohio.
- (11) Oil and Gas lease dated January 2, 1959, from Bobby Lee Vollmer and Elizabeth Miller Vollmer, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 242-43, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less, located in the W-1/2 of the Se-1/4 of Section 4, Range 2 East, Mark Township, Defiance County, Ohio.
- (12) Oil and Gas Lease dated January 3, 1959, from Herald A. Walters and wife, Glaris V. Walters, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 222-23, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less, located in the E-1/2 of the SW-1/4 of Section 5, Range 2 East, Mark Township, Defiance County, Ohio.
- (13) Oil and Gas Lease dated February 24, 1959, from Mose Shrock, a single man, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 244-45, Lease REcords of Defiance County, Ohio, covering 120 acres of land, more or less, located in the S-1/2 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (14) Oil and Gas Lease dated February 25, 1959, from Doyt L. Bartz, a single man, Lessor to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 246-47, Lease Records of Defiance County, Ohio, covering 68.10 acres of land more, or less, located in the SE and SW part of the N-1/2 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (15) Oil and Gas Lease dated February 25, 1959, from Herman F. Strube et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 248-49, Lease Records of Defiance County, Ohio, covering 52.99 acres of land, more or less, located in the North part of the SE-1/4 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (16) Oil and Gas Lease dated March 4, 1959, from Kate Beachy, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 292-93, Lease Records of Defiance County Ohio, covering 65 acres of land, more or less, located in the West part of the SW-1/4 of Section 10, Range 2 East, Mark Township, Defiance County, Ohio.
- (17) Oil and Gas Lease dated March 9, 1959, from Junior L. Hellemm, et ux Lessors,



to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 289-91, Lease Records of Defiance County, Ohio, covering 77 acres of land, more or less, located in the East part of the SE-1/4 of Section 10, and the West part of the Southeast quarter of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.

- (18) Oil and Gas Lease, dated March 11, 1959, from Lester H. Tonjes, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 286-88 Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the W-1/2 of the NW-1/4 of Section 14 and the E-1/2 of the NE-1/4 of Section 15, Range 2 East, Mark Township, Defiance County, Ohio.

-2-

Exhibit "A" (Cont'd)

- (19) Oil and Gas Lease dated March 11, 1959, from Lorenz H. Joost, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 283-85, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less, located in the W-1/2 of the SW-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- (20) Oil and Gas Lease dated March 11, 1959, from Mathilda F. Joost, a widow, Lessor to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 280-82, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the E-1/2 of the SW-1/4 of Section 11, and the W-1/2 of the SW-1/4 of Section 14, Range 2 East, Mark Township, Defiance County, Ohio.
- (21) Oil and Gas Lease dated March 11, 1959, from Ernst A. Rosebrock, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 297-99, Lease Records of Defiance County, Ohio, covering 112 acres of land, more or less, located in the NW-1/4 of Section 15, Range 2 East, Mark Township, Defiance County, Ohio.
- (22) Oil and Gas Lease dated March 11, 1959, from Walter E. Haver et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 277-79, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located in the NE-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- (23) Oil and Gas Lease dated March 10, 1959, from Earl B. Goller, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 274-76, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the NW-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- (24) Oil and Gas Lease dated March 11, 1959, from Herman H. Bruns, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 271-73, Lease Records of Defiance County, Ohio, covering 75 acres of land, more or less, located in the E-1/2 of the SE-1/4 of Section 14, Range 2 East, Mark Township, Defiance County Ohio.
- (25) Oil and Gas Lease dated March 11, 1959, from Walter J. Miller, et ux, Lessors to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 268-70, Lease Records of Defiance County, Ohio, covering 348 acres of land more or less, located as follows: 80 acres in the N-1/2 of the SE-1/4 of Section 11; 71 acres in the N-1/2 of the NE-1/4 of Section 13; 82 acres in the East part of the E-1/2 of Section 13; and 115 acres in the NE part of the E-1/2 of Section 24; all in Range 2 East, Mark Township, Defiance County, Ohio.
- (26) Oil and Gas Lease dated March 12, 1959, from Raymond H. Luderman, et ux, Lessors to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 265-67, Lease Records of Defiance County, Ohio, covering 102 acres of land, more or less, located as the East 102 acres of the SW-1/4 of Section 10, Range 2 East, Mark Township, Defiance County, Ohio.
- (27) Oil and Gas Lease dated March 13, 1959, from Johannas, C Behnfeldt, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 262-64, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located in the N-1/2 of the SE-1/4 and in the SW-1/4 of the NE-1/4 of Section 2, Range 2 East, Mark Township, Defiance County, Ohio.
- (28) Oil and Gas Lease dated March 13, 1959, from Oris W. Marvin, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 294-96, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less, located in the S-1/2 of the SW-1/4 of Section 16, Range 2 East, Mark Township, Defiance County, Ohio.

-3-

Misc  
3

Exhibit "A" (Cont'd)

- (29) Oil and Gas Lease dated March 14, 1959, from Lynn Bricker, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 259-261, Lease Records of Defiance County, Ohio, covering 284.82 acres of land, more or less, located as follows: 160 acres being the NW-1/4 of Section 32; 114.82 acres being the North 20 acres of the E-1/2 of the SE-1/4 of Section 31; and 94.82 acres in the NW-1/4 of Section 31; and 10 acres being the South 10 acres of the W-1/2 of the SE-1/4 of Section 30; all in Range 2 East, Town 5 North, Farmer Township, Defiance County, Ohio.
- (30) Oil and Gas Lease dated March 14, 1959, from Mary E. Culler, et vir, Lessors, to Ned W. Langdon, Lessee recorded in Volume 8, Pages 256-58, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the SW-1/4 of Section 17, Range 2 East, Mark Township, Defiance County, Ohio.
- (31) Oil and Gas Lease dated March 16, 1959, From Naomi M. Pickering, et vir, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 309-11, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the E-1/2 of the NW-1/4 of Section 33, and the W-1/2 of the NE-1/4 of Section 33, Range 2 East, Town 5 North, Farmer Township, Defiance County, Ohio.
- (32) Oil and Gas Lease dated March 16, 1959, from Tillie Hastedt, et vir, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 303-05, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located as the East 120 acres of the SE-1/4 of Section 33, Range 2 East, Farmer Township, Defiance County, Ohio.
- (33) Oil and Gas Lease dated March 16, 1959, from George F. Haase, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 306-08, Lease Records of Defiance County, Ohio, covering 40 acres of land, more or less, located as the West 40 acres of the SE-1/4 of Section 33, Range 2 East, Farmer Township, Defiance County, Ohio.
- (34) Oil and Gas Lease dated March 17, 1959, from Russell D. Cline et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 312-14, Lease Rrcords of Defiance County, Ohio, covering 303.28 acres of land, more or less, located as follows: the West 102 acres of the SE-1/4 of Section 10; the South 121.15 acres of the West one-half of the E-1/2 of Section 15; and the North 80.13 acres of the W-1/2 of the E-1/2 of Section 22, all in Range 2 East, Mark Township, Defiance County, Ohio.
- (A) Oil and Gas Lease dated March 11, 1959, from Robert E. Joost et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 253-55, Lease Records of Defiance County, Ohio, covering 81.97 acres of land, more or less, located in the E-1/2 of the SW-1/4 of Section 13, Range 2 East, Mark Township, Defiance County, Ohio.
- (B) Oil and Gas Lease dated March 14, 1959, from Walter F. Lucas, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 250-52, Lease Records of Defiance County, Ohio, covering 188 acres of land, more or less, located as follows: the South 168 acres out of the W-1/2 of Section 26 and 20 acres being the E-1/2 of the SE-1/4 of the SE-1/4 of Section 27, Range 2 East, Farmer Township, Defiance County, Ohio.
- (C) Oil and Gas Lease dated March 16, 1959, from Carl Eggers, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 300-02, Lease Records of Defiance County, Ohio, covering 341.29 acres of land more or less, located as all that acreage North of the B & O Railroad, in Section 23, Range 2 East, Mark Township, Defiance County, Ohio.

MISC. 8  
4

STATE OF TEXAS     |  
                          :  
COUNTY OF NUECES   |

BEFORE ME, the undersigned authority, on this day personally appeared Ned W. Langdon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the

purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of March, 1959

L. Marguerite Costello

Notary Public in and for Nueces County,  
Texas



L. MARGUERITE COSTELLO  
Notary Public, in and for Nueces County, Texas  
My Commission Expires June 1, 1959

Received: APR 13 1959 at 9:40 O'clock A.M.  
Recorded: April 16 1959  
Fee: \$ 6.85

*Goldie L. Waag*

RECORDER

② Assignments as to Mathes, Glen et al  
May 27, 1960  
See Miscellaneous Records  
Vol 8 pages 142-143  
Goldie L. Waag Recorder.

Vol 8 pages 259  
For Release of Lease, see Vol 6 page 634  
Release Records Goldie L Waag April, 1960

MBC 8-5

THE STATE OF OHIO I  
COUNTY OF DEFIANCE I

KNOW ALL MEN BY THESE PRESENTS:

MISC 8-11

ASSIGNMENT

That, we the undersigned, Ned W. Langdon and Frank B. Adams, hereinafter called Assignors, the present owners and holders of twenty-two (22) certain Oil and Gas Leases covering lands situated in Defiance County, Ohio, which leases and lands covered thereby are described in Exhibit "A" attached hereto and made a part hereof, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, together with other valuable consideration has SOLD, ASSIGNED and CONVEYED, and by these presents do hereby SELL, ASSIGN and CONVEY unto W. H. Doran, Jr., an undivided Three-quarters (3/4) interest, in and to said twenty-two (22) Oil and Gas Leases as set out in Exhibit "A" attached, together with all leasehold and other rights, title and interests that we have by virtue of said leases in and to the lands covered by the leases and this assignment and all rights, title and interests purported to be created by such leases. This assignment is made jointly by the assignors, in equal shares

TO HAVE AND TO HOLD unto Assignee, his heirs, executors, administrators, and Assigns, forever, in accordance with the terms and provisions of said leases and of this assignment.

ASSIGNORS do hereby, for themselves, their heirs, executors and administrators, warrant and covenant that they are the owners of said leases and of all leasehold rights which said leases purport to create and agrees to defend same against the lawful claims or demands of all persons whomsoever claiming by, through or under them, but not otherwise.

EXECUTED this 24th day of March, 1959.

WITNESSES:  
L. Marguirete Costello Ned W. Langdon Frank B. Adams  
William P. Hicks NED W. LANGDON FRANK B. ADAMS

This instrument prepared by:  
Ned W. Langdon, 619 Wilson Building, Corpus Christi, Texas.

Exhibit "A" to that Assignment from  
Ned W. Langdon and Frank B. Adams to  
W. H. Doran, Jr.,  
dated March 24, 1959

Description of leases and lands covered thereby:

- (13) Oil and Gas Lease dated February 24, 1959, from Mose Shrock, a single man, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 244-45, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located in the S-1/2 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (14) Oil and Gas Lease dated February 25, 1959, from Doyt L. Bartz, a single man, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 246-47, Lease Records of Defiance County, Ohio, covering 68.10 acres of land, more or less, located in the SE and SW part of the N-1/2 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (15) Oil and Gas Lease dated February 25, 1959, from Herman F. Strube, et ux, Lessors to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 248-49, Lease Records of Defiance County, Ohio, covering 52.99 acres of land, more or less, located in the North part of the SE-1/4 of Section 3, Range 2 East, Mark Township, Defiance County, Ohio.
- (16) Oil and Gas Lease dated March 4, 1959, from Kate Beachy, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 292-93, Lease Records of Defiance County, Ohio, covering 65 acres of land, more or less, located in the West part of the SW-1/4 of Section 10, Range 2 East, Mark Township, Defiance County, Ohio.
- (17) Oil and Gas Lease dated March 9, 1959, from Junior L. Hellemn, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 289-91, Lease Records of Defiance County, Ohio, covering 77 acres of land, more or less, located in the East part of the SE-1/4 of Section 10, and the west part of the SE-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- (18) Oil and Gas Lease, dated March 11, 1959, from Lester H. Tonjes, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Page 286-88, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the W-1/2 of the NW-1/4 of Section 14 and the E-1/2 of the NE-1/4 of Section 15, Range 2 East, Mark Township, Defiance County, Ohio.

MISC 8-12

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(19) Oil and Gas Lease dated March 11, 1959, from Loren H. Joost, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 283-85, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less located in the W-1/2 of the SW-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(20) Oil and Gas Lease dated March 11, 1959, from Mathilda F. Joost, a widow, Lessor, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 280-82, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the E-1/2 of the SW-1/4 of Section 11, and the W-1/2 of the SW-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(21) Oil and Gas Lease dated March 11, 1959, from Ernst A. Rosebrock, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 297-99, Lease Records of Defiance County, Ohio, covering 112 acres of land, more or less, located in the NW-1/4 of section 15, Range 2 East, Mark Township, Defiance County, Ohio

Exhibit "A" (Cont'd.)

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(22) Oil and Gas Lease dated March 11, 1959, from Walter E. Haver, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 277-79, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located in the NE-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio
- ✓  
(23) Oil and Gas Lease dated March 10, 1959, from Earl B. Goller, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 274-76, Lease Records of Defiance County, Ohio, covering 160 acres of land, more or less, located in the NW-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(24) Oil and Gas Lease dated March 11, 1959, from Herman H. Bruns, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 271-73 Lease Records of Defiance County, Ohio, covering 75 acres of land, more or less, located in the E-1/2 of the SE-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio
- ✓  
(25) Oil and Gas Lease dated March 11, 1959, from Walter J. Miller, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 268-70, Lease Records of Defiance County, Ohio, insofar as said lease covers 80 acres in the N-1/2 of the SE-1/4 of Section 11, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(26) Oil and Gas Lease dated March 12, 1959, from Raymond H. Luderman, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 265-67, Lease Records of Defiance County, Ohio, covering 102 acres of land, more or less, located as the East 102 acres of the SW-1/4 of Section 10, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(27) Oil and Gas Lease dated March 13, 1959, from Johannes C. Behnfeldt, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 262-64, Lease Records of Defiance County, Ohio, covering 120 acres of land, more or less, located in the N-1/2 of the SE-1/4 and in the SW-1/4 of the NE-1/4 of Section 2, Range 2 East, Mark Township, Defiance County, Ohio.
- ✓  
(28) Oil and Gas Lease dated March 13, 1959, from Oris W. Marvin, et ux, Lessors, to Ned W. Langdon, Lessee, recorded in Volume 8, Pages 294-96, Lease Records of Defiance County, Ohio, covering 80 acres of land, more or less, located in the S-1/2 of the SW-1/4 of Section 16, Range 2 East, Mark Township, Defiance County, Ohio.



MISC. 8-14

appeared Ned W. Langdon and Frank B. Adams, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, 1959.

L. MARGUERITE COSTELLO  
Notary Public, in and for Nueces  
County, Texas  
My Commission Expires June 1, 1959



L. Marguerite Costello  
Notary Public in and for Nueces  
County, Texas.

Received May 22, 1959 10:20 A.M.  
Recorded May 28th, 1959  
Fee \$5.10

*Jessie L. Maag*  
Recorder

THE STATE OF OHIO §

KNOW ALL MEN BY THESE PRESENTERS:

MISC. 8-87

COUNTY OF DEFIANCE §

ASSIGNMENT

THAT W. H. DORAN, JR., of Post Office Box 648, Alice Texas, hereinafter called Assignor, is the present owner of an undivided Three-quarters (3/4) interest in and to Thirty-five (35) Oil and Gas Leases covering lands situated in Defiance County, Ohio. Doran's interest is by virtue of the following two assignments, and the leases and lands covered hereby are described in Exhibit "A" of each of the two assignments, they are: (1) an assignment, dated March 24, 1959 from Ned W. Langdon and Frank B. Adams to W. H. Doran, Jr., covering Twenty-two (22) Oil and Gas Leases, said assignment being recorded in Volume 8, pages 11-14, Miscellaneous Records, Defiance County, Ohio; and (2) an assignment, dated May 8, 1959, from Ned W. Langdon and Frank B. Adams to W. H. Doran, Jr., covering Thirteen (13) Oil and Gas leases, said assignment being recorded in Volume 8, pages 21-23, Miscellaneous Records, Defiance County, Ohio, reference to each assignment is hereby made for all purposes.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Ned W. Langdon and Frank B. Adams, the receipt and sufficiency of which is hereby acknowledged, together with other good and valuable consideration, does hereby GIVE, GRANT, BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY unto the said Ned W. Langdon and Frank B. Adams, in equal shares, the undivided Three-quarters (3/4) interest, in and to said Thirty-five (35) Oil and Gas Leases, set out in the two assignments listed above, together with all leasehold and other rights, title and interest that I have by virtue of said leases and assignments, in and to the lands covered by the leases and this assignment and all rights title and interests purported to be created by such leases.

TO HAVE AND TO HOLD unto Assignees, their heirs, executors, administrators and assigns, forever, in accordance with the terms and provisions of said leases and of this assignment.

ASSIGNOR, does hereby, for himself, his heirs, executors and administrators, warrant and covenant that he is the owner of said leases and of all leasehold rights which said leases purport to create and agree to defend same against lawful claims or demands of all persons whomsoever claiming by, through or under him, but not otherwise.

EXECUTED THIS 28 day of December, 1959.

WITNESSES

J. D. Marks

W. H. Doran Jr.

Tom Matthews

W. H. DORAN, JR.

THE STATE OF TEXAS §

COUNTY OF JIM WELLS §

BEFORE ME, the undersigned authority, on this day personally appeared W. H. DORAN, JR. known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28 day of December, 1959.

F A Kirkpatrick  
Notary Public in and for  
Jim Wells County, Texas



This instrument prepared by:  
Ned W. Langdon, 619 Wilson Building, Corpus Christi, Texas

Received: JAN 14 1960 at 9:45 A.M.  
Recorded: January 15 1960  
Fee : \$1.50

*Loedie L. Mass*

RECORDER



006694

AFFIDAVIT

State of California,  
County of Los Angles, ss:

The undersigned, Donald M. Culler, President of Mary Burgoyne Culler Farm, Inc., being first duly sworn, deposes and says that they are the owners of the following described premises:

Situated in the Township of Mark, County of Defiance and State of Ohio and known as:

The Southwest Quarter (1/4) of Section Seventeen (17) Mark Township, Defiance County, Ohio, except One (1) acre out of the Southwest corner thereof used for School Grounds and containing One Hundred and fifty-nine acres.

Parcel No.: G19-0017-0-005-00

Affiant further says that the above described premises was leased for oil and gas purposes as follows:

Oil and Gas Lease to Ned W. Langdon recorded March 18, 1959 in Volume 8, Page 256 of the Defiance County, Ohio, Lease Records. Assignment of the above Lease recorded January 15, 1960 in Volume 8, Page 87 of the Defiance County, Ohio, Miscellaneous Records.

Affiant further says that there has been no producing wells drilled or commenced under the Lease for the preceding five (5) years.

Further affiant saith naught.

This Affidavit is executed this 19th day of September, 1997.

MARY BURGOYNE CULLER FARM, INC.

Received and Recorded for OFFICIAL RECORDS  
On OCT 9 1997 at 3:45 o'clock PM  
FOR Vol. 21 Page 1060  
DEFIANCE COUNTY OHIO RECORDER  
Fee: \$ 16.00

By: Donald M. Culler  
Donald M. Culler, its President

Sworn to before me and subscribed in my presence this 19th day of September, 1997.



Claudia G. Hernandez  
Notary Public  
My Commission Expires: Oct. 6, 2000

This instrument prepared by:  
John E. Zimmerman, Attorney at Law, Defiance, OH 43512

OFFICIAL RECORDS

VOL 21 PAGE 1060

006694

AFFIDAVIT

State of California,  
County of Los Angles, ss:

The undersigned, Donald M. Culler, President of Mary Burgoyne Culler Farm, Inc., being first duly sworn, deposes and says that they are the owners of the following described premises:

Situated in the Township of Mark, County of Defiance and State of Ohio and known as:

The Southwest Quarter (1/4) of Section Seventeen (17) Mark Township, Defiance County, Ohio, except One (1) acre out of the Southwest corner thereof used for School Grounds and containing One Hundred and fifty-nine acres.

Parcel No.: G19-0017-0-005-00

Affiant further says that the above described premises was leased for oil and gas purposes as follows:

Oil and Gas Lease to Ned W. Langdon recorded March 18, 1959 in Volume 8, Page 256 of the Defiance County, Ohio, Lease Records. Assignment of the above Lease recorded January 15, 1960 in Volume 8, Page 87 of the Defiance County, Ohio, Miscellaneous Records.

Affiant further says that there has been no producing wells drilled or commenced under the Lease for the preceding five (5) years.

Further affiant saith naught.

This Affidavit is executed this 19th day of September, 1997.

MARY BURGOYNE CULLER FARM, INC.

Received and Recorded for OFFICIAL RECORDS  
On OCT 9 1997 at 3:45 o'clock PM  
FOR Vol. 21 Page 1060  
DEFIANCE COUNTY OHIO RECORDER  
Fee: \$ 16.00

By: Donald M. Culler  
Donald M. Culler, its President

Sworn to before me and subscribed in my presence this 19th day of September, 1997.



Claudia G. Hernandez  
Notary Public  
My Commission Expires: Oct. 6, 2000

This instrument prepared by:  
John E. Zimmerman, Attorney at Law, Defiance, OH 43512

OFFICIAL RECORDS

VOL 21 PAGE 1060