

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Gibson County Abstract & Title Co., Inc.

(File Number: GC200041)

30.7± acres in Gibson County, Indiana

For April 7, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Mary J. Wildt and Patrick R. Wildt

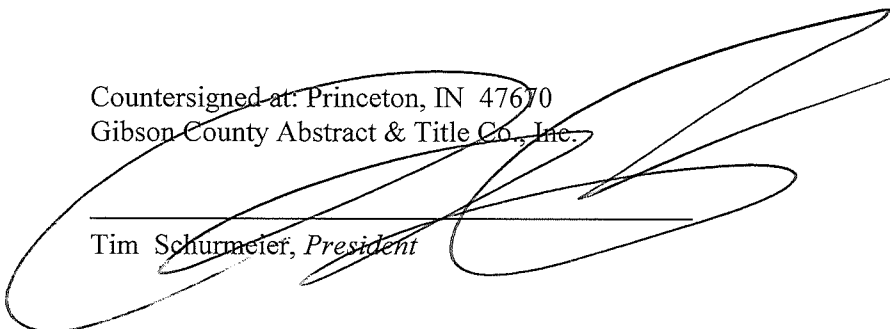
Commitment Number: GC200041

STEWART TITLE GUARANTY COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Commitment Date: March 3, 2020 at 07:00 AM.
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (ALTA Own. Policy 2006) Policy Amount \$1,000.00
Proposed Insured:
To Be Determined
 - (b) Loan Policy (ALTA Loan Policy 2006) Policy Amount \$
Proposed Insured:
 - (c) Policy Amount \$
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Mary Janice Wildt and Patrick Ray Wildt, wife and husband
4. The land referred to in the Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO.

Countersigned at: Princeton, IN 47670
Gibson County Abstract & Title Co., Inc.


Tim Schurmeier, President

Commitment No. GC200041
Schedule A--Page 1

STEWART TITLE
Guaranty Company

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Any documents recorded after June 30, 2006 that are executed and acknowledged in Indiana must contain the following affirmation: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." The affirmation must be contained within the document or on a separate form attached to the document for recording.
3. By virtue of I.C. 27-7-3.6, a fee of \$5.00 payable to the title insurance underwriter will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
4. Note for information: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashiers check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.
5. Warranty Deed from Mary Janice Wildt and Patrick Ray Wildt, wife and husband vesting fee simple title in To Be Determined.

ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON COUNTY, INDIANA.

Commitment Number: GC200041

SCHEDULE B - SECTION II EXCEPTIONS

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

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. Acreage indicated in legal description is solely for the purpose of identifying the tract and should not be construed as insuring the quantity of land.
3. The Commitment does not republish any covenant, condition, restriction, or limitation contained in any document to the extent that the covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.
4. Easement or claims of easements not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspections of the premises.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Rights or claims of parties in possession not shown by the public records.
8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
9. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A.

12. Taxes for 2019 due and payable in 2020 and taxes subsequent thereto. An 8.01 acre portion of the subject real estate is assessed in Washington Township under Duplicate No. 26-06-20-400-000.275-017. The assessed value of the land is \$10,800.00. No improvements are assessed. No exemptions are currently being allowed. Taxes for 2019 are due and payable in May and November of 2020 in the amount of \$107.36 for each installment.

This portion of the subject real estate is subject to the Patoka River Conservancy District Assessment. The 2020 Assessment in the amount of \$6.80 is due and payable in May, 2020.

13. A 22.7217 acre portion of the subject real estate is assessed in Washington Township under Duplicate No. 26-06-20-400-000.857-017. The assessed value of the land is \$20,300.00. No improvements are assessed. No exemptions are currently being allowed. Taxes for 2019 are due and payable in May and November of 2020 in the amount of \$201.79 for each installment.

This portion of the subject real estate is subject to the Patoka River Conservancy District Assessment. The 2020 Assessment in the amount of \$19.32 is due and payable in May, 2020.

14. The rights of the public in and to those portions of the subject real estate located within the bounds of public highways or rights-of-ways including County Road 400 North running along the north side thereof.

15. Subject to the reservation of all of the oil, gas and casinghead gas lying in and under the subject real estate heretofore reserved in two Warranty Deed from Munford S. Atkins for so long as oil, gas and casinghead gas is produced, saved and marketed from the subject real estate and other real estate covered by an Oil and Gas Lease then held by production. Deeds were recorded November 16, 1961 in Deed Record 151, Page 136 and recorded January 22, 1962 in Deed Record 158, Page 295.

16. Subject to a term mineral interest as appears in Quit-claim Deed dated July 1, 2013 from Mary J. Wildt, Grantor, to David R. Watkins, Grantee, for the term of production under an Oil and Gas Lease dated November 23, 1953 in favor of Graham Development Corporation recorded in Miscellaneous Record 104, Page 286 and an Oil and Gas Lease dated May 15, 1954 in favor of Charles D. Stroble and Laverne Watkins which Leases were unitized by Agreement dated October 5, 1954 and recorded in Miscellaneous Record 111, Page 187.

ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON COUNTY, INDIANA

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

STEWART TITLE GUARANTY COMPANY
NATIONAL HEADQUARTERS
Houston, Texas

Case No. GC200041

SCHEDULE C

A Northeast part of the East half of the Southeast Quarter of Section 20, Township 1 South, Range 9 West in Washington Township, Gibson County, Indiana and further described as follows: Begin at an iron found at the Northeast corner of the East Half of the Southeast Quarter and measure South 0 degrees 31 minutes West, along the East line of said half, quarter section, a distance of 512.11 feet to a 5/8 inch iron set; thence measure North 89 degrees 39 minutes West, a distance of 686.14 feet; thence measure North 1 degree 08 minutes East, a distance of 508.83 feet to an iron set in the North line of said half, quarter section; thence measure North 90 degrees 0 minutes East, a distance of 680.70 feet to the point of beginning and containing 8.01 acres, but subject to the South part of a county road right of way off the North side thereof

ALSO, part of the Northeast Quarter of the Southeast Quarter of Section 20, Township 1 South, Range 9 West, Washington Township, Gibson County, Indiana and more particularly described as follows: Beginning at a 5/8" iron in the east line thereof five-hundred twelve and eleven hundredths (512.11) feet south of the northeast corner thereof and run thence south along said east line eight-hundred fifteen and twenty-five hundredths (815.25) feet to a 5/8" iron at the southeast corner of said quarter, quarter section; thence west along the south line thereof, seven-hundred seventy and zero hundredths (770.00) feet to a 5/8" iron at the northwest corner of the East Half of the Southeast Quarter of the Southeast Quarter of said Section; thence north six-hundred forty-seven and thirty-five hundredths (647.35) feet to a male pump rod joint; thence west and parallel to the north line thereof six-hundred twenty-seven and twenty-five hundredths (627.25) feet to a male pump rod joint; thence north six-hundred seventy and eighteen hundredths (670.18) feet to a PK nail with an "X" chiseled in the concrete floor of a county bridge on the north line thereof; thence east along said north line, six-hundred thirty-two and fifty-one hundredths (632.51) feet to an iron; thence south along a fence line, being the west line of an 8.01 acre tract owned by Mary Wildt, described in the Deed found in Drawer 5 card 5683, a distance of five-hundred eight and eighty-three hundredths (508.83) feet; thence east and along the south line of said Wildt parcel, six-hundred eighty-six and fourteen hundredths (686.14) feet to the place of beginning and containing 22.7217 acres.

SUBJECT to the south half of a county road right-of-way along the northern portion thereof.

Warranty Deed

This Indenture Witnesseth, That MUNFORD S. WATKINS, a widower,
of Gibson County, in the State of Indiana
Convey and Warrant to WILLIAM M. WATKINS and CHRISTINE WATKINS, husband
andwife,

of Gibson County, in the State of Indiana, for and in consideration
of ONE DOLLAR (\$1.00) and love and affection,
SUBJECT to the reservation hereinafter set forth, the receipt whereof is hereby acknowledged, the following described Real Estate in
Gibson County in the State of Indiana, to-wit:

A part of the east half of the southeast quarter of Section twenty (20),
Township one (1) south, Range nine (9) west, bounded as follows: Beginning
at the northeast corner of said east half of said quarter section and running
thence south eighty (80) rods; thence west forty (40) rods; thence north eighty
(80) rods; thence east forty (40) rods to the place of beginning, and contain-
ing twenty (20) acres, more or less.

The Grantor, Munford S. Watkins, reserves all of the oil, gas and casinghead
gas lying in and under the above described real estate unto himself and to his
heirs, successors, personal representatives and assigns, for so long as oil,
gas and casinghead gas is produced, saved and marketed from the above de-
scribed real estate and from other real estate under the existing oil and gas
lease, which lease is presently held by production.

The Grantor herein hereby certifies that the consideration for the within
conveyance is One Dollar and love and affection, and is not subject to Indiana
Gross Income Tax.

In Witness Whereof, The said MUNFORD S. WATKINS, a widower,

Deed Rec 158 Pg 136

has hereunto set his hand and seal, this 16 day of November 1961.

This instrument prepared by (Seal) Munford S. Watkins (Seal)
Gerald E. Hall Munford S. Watkins

STATE OF INDIANA, Gibson COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 16
day of November, A.D., 1961, personally appeared the within named
MUNFORD S. WATKINS, a widower.

Grantor in the above conveyance, and acknowledged
the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires March 25-1963 Laurel Patterson Notary Public.

RECORDED THIS 16 DAY OF Nov 1961 AT 3:15 P.M.

Laurel Patterson

RECORDER GIBSON COUNTY

My Commission expires: Feb. 14, 1964

WITNESS: RECORDED THIS 22nd DAY OF Jan., 1962 AT 9:30 P.M.

Lawrence Hubbard RECORDER GIBSON COUNTY, INDIANA

806

Warranty Deed

This Indenture Witnesseth, That MUNFORD WATKINS, a widower,
of Gibson County, in the State of Indiana
Convey and Warrant to WILLIAM M. WATKINS and CHRISTINE WATKINS,
husband and wife,

of Gibson County, in the State of Indiana, for and in consideration
of ONE DOLLAR (\$1.00) and love and affection ~~Dollars~~
the receipt whereof is hereby acknowledged, the following described Real Estate in
Gibson County in the State of Indiana, to-wit:

A part of the east half of the northwest quarter of the southeast quarter,
and also a part of the west half of the northeast quarter of the southeast
quarter, and all in Section twenty (20), Township one (1) south, Range nine
(9) west, and bounded as follows, to-wit: Beginning at a point forty (40) rods
east of the northwest corner of the southeast quarter and running thence
south eighty (80) rods; thence east eighty (80) rods; thence north eighty (80)
rods; thence west eighty (80) rods to the place of beginning, and containing
forty (40) acres.

The Grantor, Munford Watkins, reserves all of the oil, gas and casinghead gas
lying in and under the above described real estate unto himself and to his
heirs, successors, personal representatives and assigns, for so long as oil,
gas and casinghead gas is produced, saved and marketed from the above de-
scribed real estate and from other real estate under the existing oil and gas
lease, which lease is presently held by production.

The Grantor herein certifies that there is no consideration
other than One Dollar for this deed and no gross income tax is due thereon.

This instrument prepared by
Gerald E. Hall

Deed Rec 158 Pg 295

In Witness Whereof, The said MUNFORD WATKINS, a widower,
has hereunto set his hand and seal, this 22 day of January 1962

(Seal) Munford Watkins (Seal)
Munford Watkins

STATE OF INDIANA, Gibson COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 22
day of January, A.D., 1962, personally appeared the within named
MUNFORD WATKINS, a widower,

Grantor in the above conveyance, and acknowledged
the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires March 25-1963 Notary Public.

RECORDED THIS 22 DAY OF Jan. 1962 AT 11:00 A.M.

Lawrence Hubbard RECORDER GIBSON COUNTY, INDIANA

201300003537
Filed for Record in
GIBSON COUNTY, INDIANA
DEBBIE S WETHINGTON, RECORDER
07-02-2013 At 12:56:27 pm.
QUIT CLAIM 18.00

Instrument PG 1 OF 2
201300003537

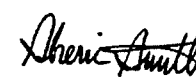
QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That **MARY J. WILDT**, of Gibson County, State of Indiana, **RELEASES AND QUIT-CLAIMS** to **DAVID R. WATKINS**, of Gibson County, State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, all of her right, title and interest in and to the following described real estate situate in Gibson County, in the State of Indiana, to-wit:

The southwest quarter of the southeast quarter, and the west half of the southeast quarter of the southeast quarter, all in Section 20, Township 1 south, Range 9 west, and containing in all 60 acres, more or less. ALSO, an interest in the oil, gas and casinghead gas lying in and under the following described real estate: The east half of the northwest quarter of the southeast quarter, and the northeast quarter of the southeast quarter, all in Section 20, Township 1 south Range 9 west, and containing in all 60 acres, more or less, for so long as said oil, gas and casinghead gas is produced from the above real estate under an oil and gas lease dated November 23, 1953, from Munford Watkins, widower, lessor to Graham Development Corporation, lessee, recorded in Miscellaneous Record 104, page 286, Recorder's office of Gibson County, Indiana. This oil and gas lease, which covers in addition to the above real estate, the west half of the southeast quarter of the southeast quarter, and the east half of the southwest quarter of the southeast quarter of said Section, Township and Range, and an oil and gas lease dated May 15, 1954, from Munford Watkins, widower, as lessor, to Charles D. Stroble and Laverne Watkins, as lessees, in so far as the same covers the northwest quarter of the southwest quarter of the southeast quarter of said Section, Township and Range, were by Unitization Agreement dated October 5, 1954, pooled for oil and gas development purposes, see Miscellaneous Record 111, page 187.

IN WITNESS WHEREOF, The said **MARY J. WILDT** has hereunto set her hand and seal this 1 day of July, 2013.


MARY J. WILDT

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
2 day of July 13

Auditor
Gibson County
Parcel # _____

201300003537
DAN REEVES
116 SOUTH MAIN STREET
PRINCETON IN 47670

STATE OF INDIANA, COUNTY OF GIBSON, SS:

Before me, a Notary Public, in and for said County and State, this 1st day of July,
2013, came **MARY J. WILDT** and acknowledged the execution of the foregoing instrument.
Witness my hand and official seal.



My Commission expires: 02-11-2018

Kathryn Reeves Notary Public
Printed Name - KATHRYN REEVES
Resident of Gibson County, IN

THIS INSTRUMENT PREPARED BY DAN L. REEVES, Attorney at Law ID# 5952-26,
REEVES & COCHREN, 116 S. Main Street, P.O. Box 456, Princeton, Indiana 47670 Tel:
812/385-8641

Mail Tax Duplicates to:
David R. Watkins
7065 E 350 N
Francisco, IN 47649

I affirm, under the penalties for perjury,
that I have taken reasonable care to redact
each Social Security number in this
document unless required by law.

Name Dan Reeves

.....

UNITIZATION AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of October, 1954, by and between MUNFORD WATKINS, a widower, of Gibson County, in the State of Indiana, hereinafter designated as OWNER, and GRAHAM DEVELOPMENT CORPORATION, a Florida corporation, hereinafter designated as OPERATOR, WITNESSETH, That

WHEREAS, the OWNER owns the entire and undivided fee simple estate in and to the real estate herein described; and

WHEREAS, the OPERATOR is the owner of the leasehold estates created by the following oil and gas leases, to-wit:

A. An oil and gas lease dated November 23, 1953, from Munford Watkins, a widower, as Lessor, to Graham Development Corporation, as Lessee, which said lease covers the following real estate, situate in Gibson County, State of Indiana, to-wit:

The northeast quarter of the southeast quarter, containing 40 acres; the east half of the northwest quarter of the southeast quarter, containing 20 acres; the east half of the southwest quarter of the southeast quarter, containing 20 acres; the west half of the southeast quarter of the southeast quarter, containing 20 acres, all in Section 20, Township 1 south, Range 9 west,

which said oil and gas lease is recorded in the office of the Recorder of Gibson County, in the State of Indiana, in Miscellaneous Record 104, page 286;

B. An oil and gas lease dated May 15, 1954, from Munford Watkins, a widower, as Lessor, to Charles D. Stroble and Laverne Watkins, as Lessees, in so far as said lease covers and pertains to the following described real estate, situate in Gibson County, in the State of Indiana, to-wit:

The northwest quarter of the southwest quarter of the southeast quarter of Section 20, Township 1 south, Range 9 west, containing 10 acres,

which said lease is recorded in the office of the Recorder of Gibson County, in the State of Indiana, in Miscellaneous Record 109, page 280,

reference to each of said oil and gas leases and the record thereof being here made for all purposes; and

WHEREAS, the parties hereto desire to enter into an agreement for the production of oil and gas from all of the above described real estate and the exploration, development and operation thereof as a unitized area;

NOW, THEREFORE, In consideration of the premises and the mutual benefits to be derived and obtained, the adequacy of which consideration is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The following described real estate, situate in Gibson County, in the State of Indiana, to-wit:

The northeast quarter of the southeast quarter, containing 40 acres; the east half of the northwest quarter of the southeast quarter, containing 20 acres; the east half of the southwest quarter of the southeast quarter, containing 20 acres; the west half of the southeast quarter of the southeast quarter, containing 20 acres, and the northwest quarter of the southwest quarter of the southeast quarter, containing 10 acres, all in Section 20, Township 1 south, Range 9 west,

shall be operated as one unitized tract for oil and gas development purposes.

2. The OWNER shall receive as a royalty on all oil, gas and casinghead gas produced, saved and marketed from the unitized tract one-eighth (1/8) of the gross production, and the OPERATOR shall receive seven-eighths (7/8) of gross production.

3. Development, drilling, and production operations at any place upon the unitized tract shall constitute at all times full compliance with and performance of all development, drilling and production operations, express or implied under said leases and each of them, in so far as said leases affect and pertain to the land included within said unitized tract.

4. The OPERATOR shall not be required to erect separate measuring or receiving tanks by reason of the two leases on the lands covered by this Agreement, nor to off-set wells on the separate tracts included in this Agreement, but the entire unitized tract shall be treated for the purpose of operating the same as though it were included in one lease.

5. This Agreement shall remain in full force and effect, and be binding upon the parties hereto, and their respective heirs, successors and assigns, while and so long as any development, drilling or production operations are conducted upon the unitized tract, and this Agreement shall constitute a covenant running with the land.

6. The leases above mentioned, in so far as they are affected hereby, are accordingly amended.

7. This Agreement and the rights of the parties hereunder may be assigned by any party without affecting any of the obligations and agreements herein set forth, but no assignment or conveyance shall be binding upon the OPERATOR until the assignee or grantee of the OWNER shall furnish the OPERATOR a certified copy of the recorded instrument evidencing such conveyance or transfer.

8. Notwithstanding the date of the execution hereof, the effective date of this instrument shall be treated and considered as being the date of initial production from the land covered by Lease B.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, this 7 day of October, 1954.



Munford Watkins (SEAL)

GRAHAM DEVELOPMENT CORPORATION
By Charles R. Graham
President

ATTEST: A. B. Seiler
Secretary

✓

MISC. REC. 111 Pg 187