

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Patrick Abstract and Title Office, Inc.

(File Number: 1241055)

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

Auction Tract Numbers:	Title Company's Parcel Numbers:
1	3 & 4
2	1 & 2

For October 21, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Equity Trust Company Custodian FBO Lyle Schmidt IRA
and Lyle Schmidt Farms LLC**



Schedule A

ALTA COMMITMENT - INFORMATIVE

Transaction Identification Data for reference only:

Issuing Agent: Patrick Abstract and Title Office, Inc.
49032

Issuing Office's ALTA® Registry ID: 1050798

Loan ID Number:

Revision Number:

Issuing Office: 128 West Main Street, P.O. Box 157, Centreville, MI

Issuing Office File Number: 1241055

Commitment Number: 1241055

Property Address: Milligan Rd, Vacant, Sherwood, MI 49089

1. Commitment Date: 09/28/2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy
Proposed Insured: **TO BE DETERMINED**
Proposed Policy Amount: **\$TBD**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Lyle Schmidt Farms, LLC, an Ohio Limited Liability Company - as to Parcel 1
Equity Trust Company Custodian FBO Lyle Schmidt IRA - as to Parcel 2, 3 and 4
5. The Land is described as follows:
See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Authorized Signatory

Patrick Abstract and Title Office, Inc.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4720 A 8-1-16

Schedule A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We make additional requirements or exceptions relating to the interest or the loan.
5. All documents executed in the State of Michigan on and after April 1, 1997 must comply with PA 459 to be acceptable for recording. This law regulates type size, margin size, paper size, paperweight and etc., contact your local title company for exact specifications.
6. NOTE: If this transaction involves a Mobile or Manufactured Home, please contact the insurer immediately, as there may be additional requirements, exceptions and fees.
7. Estoppel Certificate.
8. Note: This information is not a commitment to insure title. It is issued for informational purposes only and should not be used for title purposes when acquiring, or conveying, an interest in the land. If a sale results, this informative report should be revised to include a specific amount of insurance, and identify the proposed insured. The insurer may make other requirements, or exceptions, upon its review of the proposed documents creating the estate, or interest to be insured.

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ORT Form 4690 B I 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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Schedule B-II

ALTA COMMITMENT

Exceptions

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

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

1. 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. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
6. Taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.
7. The policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of State or Federal law, or relates to a handicap, but does not discriminate against handicapped people.
8. No liability is assumed by this company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any homestead exemption status for the insured premises.
9. Notwithstanding any provisions of the policy to the contrary, the Company makes no representation or assurance regarding compliance or non-compliance with the provisions of the land division act (PA 591 of 1996).
10. The Policy issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (meter readings should be obtained and adjusted between appropriate parties.)
11. Taxes and assessments which become due and payable after the date of this policy, including taxes or assessments which may be added to the tax rolls or tax bill after the date of this policy as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.

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Schedule B II

ALTA Commitment for Title Insurance

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12. Subject to the rights of the public and in any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
13. COMMITMENT- Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
14. Subject to the rights of others in and to the Kilbourn Drain.
15. Terms and Conditions regarding Land Division as recited in Liber Document No. 2006-06462, Branch County Records. (Parcel 1)
16. Terms and Conditions of an easement granted to Consumers Power Company as recorded in Liber 201 on Page 580, Branch County Records. (Parcel 1 and 2)
17. Terms and Conditions of an easement granted to General Telephone Company of Michigan as recorded in Liber 372 on Page 250, Branch County Records. (Parcel 1)
18. Terms and Conditions of an easement granted to Consumers Power Company as recorded in Liber 464 on Page 254, Branch County Records. (Parcel 1 and 2)
19. Oil and Gas Lease between Deoh Applegate and Emily A. Applegate, his wife, as Lessor and Consumers Power Company, as Lessee, dated November 30, 1973 and recorded December 16, 1973 in Liber 331 on Page 118, Branch County Records. (Parcel 1)
20. Oil and Gas Lease between C and K Farms, as Lessor and Northern Michigan Exploration Company, as Lessee, dated November 30, 1983 and recorded September 19, 1983 in Liber 447 on Page 59, Branch County Records. (Parcel 1)
21. Oil and Gas Lease between Marjorie L. Mowry, a widow, as Lessor and Western Land Services, Inc., as Lessee, dated January 17, 1995 and recorded March 27, 1995 in Liber 639 on Page 898; along with Ratification of Lease recorded in Liber 639, Page 900, Branch County Records. (Parcel 1)
22. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded on November 16, 2006 in Document No. 2006-09669; and in Document No. 2014-01020, Branch County Records. (Parcel 1)
23. Terms and Conditions regarding Land Division as recited in Liber Document No. 2006-05989, Branch County Records. (Parcel 2 and 3)
24. Terms and Conditions of an easement granted to Consumers Power Company as recorded in Liber 201 on Page 578, Branch County Records. (Parcel 3)
25. Oil and Gas Lease between C and K Farms, as Lessor and Northern Michigan Exploration Company, as Lessee, dated October 31, 1983 and recorded August 8, 1983 in Liber 444 on Page 654, Branch County Records.
26. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded on November 16, 2006 in Document No. 2006-09670 and in Document No. 2014-01021, Branch County Records. (Parcel 2 and 3)
27. Terms and Conditions regarding Land Division as recited in Liber Document No. 2011-01025, Branch County Records. (Parcel 4)

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28. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded on October 6, 2008 in Document No. 2008-07088 and in Document No. 2011-01365, Branch County Records. (Parcel 4)
29. Future Advance Mortgage, in the amount of \$1,850,000.00, executed by Tony M. Wiegel and Amy L. Wiegel, husband and wife to GreenStone Farm Credit Services, FLCA, dated November 9, 2004 and recorded November 12, 2004, in Liber 1049, Page 993; along with Partial Releases recorded in Document No. 2006-05988 and in Document No. 2010-07541, Branch County Records. (Also covers other land - Parcel 1 and 2)
30. Future Advance Mortgage as evidenced by Affidavit of Lost Document, in the amount of \$160,000.00, executed by Tony M. Wiegel and Amy L. Wiegel, husband and wife to GreenStone Farm Credit Services, FLCA, dated August 1, 2005 and recorded March 24, 2006, in Document No. 2006-02203; along with Partial Release recorded in Document No. 2010-07540, Branch County Records. (Also covers other land - Parcel 1, 2, 3)
31. Taxes: ID# 12-010-027-200-001-00 (Parcel 1)
2020 SEV: \$74,200.00 2020 Taxable: \$26,332.00
2019 Winter Amount: \$602.25 Paid
2020 Summer Amount: \$Unavailable for examination
Homestead: 100% School: 13135
Special Assessments: \$75.00 Kilbourn Drain in 2019 Winter bill
Taxes paid through 2019
32. Taxes: ID# 12-010-027-200-010-00 (Parcel 2)
2020 SEV: \$74,550.00 2020 Taxable: \$30,541.00
2019 Winter Amount: \$645.26 Paid
2020 Summer Amount: \$Unavailable for examination
Homestead: 100% School: 13135
Special Assessments: \$33,76 Kilbourn Drain in 2019 Winter bill
Taxes paid through 2019
33. Taxes: ID# 12-010-027-100-010-00 (Parcel 3)
2020 SEV: \$285,750.00 2020 Taxable: \$90,145.00
2019 Winter Amount: \$2,033.08 Paid
2020 Summer Amount: \$Unavailable for examination
Homestead: 100% School: 13135
Special Assessments: \$228.04 Kilbourn Drain in 2019 Winter bill
Taxes paid through 2019
34. Taxes: ID# 12-010-027-100-015-99 (Parcel 4)
2020 SEV: \$45,800.00 2020 Taxable: \$13,166.00
2019 Winter Amount: \$305.08 Paid
2020 Summer Amount: \$Unavailable for examination
Homestead: 100% School: 13135
Special Assessments: \$41.47 Kilbourn Drain in 2019 Winter bill
Taxes paid through 2019

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NOTE: Tax information reported above is limited to the date of the most current computer input information in the Treasurer's Office and not necessarily the effective date hereof. A check with the Treasurer's Office should be made to determine the exact amount of taxes due, if any.

NOTE: The homestead exemption status shown above is for information purposes only, the accuracy of which is neither guaranteed nor insured.

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Exhibit A

ALTA COMMITMENT

Property Description

SITUATED IN THE TOWNSHIP OF SHERWOOD, BRANCH COUNTY AND STATE OF MICHIGAN:

PARCEL 1:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, EXCEPT THE RIGHT OF WAY OF THE RAILROAD, AND EXCEPTING LAND DEEDED TO THE MICHIGAN CENTRAL RAILROAD BY DEED IN LIBER 271, PAGE 451, BRANCH COUNTY REGISTERS OFFICE. ALSO EXCEPTING THEREFROM: THE NORTH 1/2 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF RAILROAD RIGHT OF WAY, SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST. ALSO EXCEPTING THEREFROM: ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION, AND RUNNING THENCE SOUTH 89 DEG 46'04" EAST, ALONG THE NORTH LINE OF SAID SECTION 351 FEET, THENCE SOUTH 248.21 FEET, THENCE NORTH 89 DEG 46'04" WEST 351 FEET, THENCE NORTH ALONG THE 1/4 LINE, AS MONUMENTED, 248.21 FEET TO THE POINT OF BEGINNING.

BEING DESCRIBED ON THE COUNTY TAX ROLLS AS: THE NORTH 1/2 OF THE NORTHEAST 1/4 LYING NORTH & WEST OF RAILROAD ROW EXCEPT PARCEL 351 FEET EAST & WEST BY 248.21 FEET NORTH & SOUTH IN NORTHWEST CORNER THEREOF. SECTION 27, T5S, R8W.

TAX ID# 12-010-027-200-001-00

PARCEL 2:

THE NORTH 1/2 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF RAILROAD RIGHT OF WAY, SECTION 27, TOWN 5 SOUTH, RANGE 8 WEST.

TAX ID# 12-010-027-200-010-00

PARCEL 3:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 5 SOUTH, RANGE 8 WEST, EXCEPT THE PART LYING SOUTH OF THE SOUTH LINE OF MICHIGAN CENTRAL AIR LINE RAILROAD RIGHT OF WAY; ALSO EXCEPT SAID RAILROAD RIGHT OF WAY; ALSO EXCEPT: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, 664.47 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE BOUNDARY RUNS THENCE WEST, ALONG SAID SECTION LINE, 230.74 FEET, THENCE SOUTH 1°54'30" WEST 392.63 FEET, THENCE NORTH 60°33'27" EAST 281.59 FEET, THENCE NORTH 0°19'30" WEST 254 FEET TO THE POINT OF BEGINNING AND POINT OF ENDING OF THIS DESCRIPTION; ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 EXCEPT THE NORTH 170 FEET OF THE WEST 439 FEET THEREOF; ALL IN SECTION 27, TOWN 5 SOUTH, RANGE 8 WEST.

TAX ID# 12-010-100-010-00

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PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST LYING NORTH OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY.

EXCEPT: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, DISTANT SOUTH 00°15'35" EAST, 1253.04 FEET FROM THE NORTH 1/4 POST OF SAID SECTION 27; THENCE SOUTH 00°15'35" EAST, ALONG SAID NORTH AND SOUTH 1/4 LINE 345.75 FEET TO THE NORTHERLY LINE OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY; THENCE SOUTH 53°43'12" WEST, ALONG SAID RIGHT-OF-WAY, 450.66 FEET; THENCE NORTH 00°15'35" WEST, 610.77 FEET; THENCE NORTH 89°44'25" EAST, 364.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF MILLIGAN ROAD AND THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST; THENCE SOUTH ON SAID WEST LINE, 280 FEET TO THE CENTER OF A DRAINAGE DITCH; THENCE NORTHEASTERLY ALONG SAID DITCH, UNTIL IT INTERSECTS MILLIGAN ROAD APPROXIMATELY 512 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

TAX ID# 12-010-027-100-015-99

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* 2 0 0 6 - 0 6 4 6 2 *

NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
07/28/2006 02:17PM
PAGES: 3



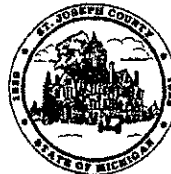
STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
BRANCH COUNTY, MI
2006-06462 28 Jul 2006
00001341
\$ 256.30 C \$ 1747.50 S
7.28.06

WARRANTY DEED
TONY M. WIEGEL AND AMY L. WIEGEL TO LYLE SCHMIDT FARMS, LLC
DATED JUNE 29, 2006
ACREAGE IN ST. JOSEPH, BRANCH AND KALAMAZOO COUNTIES

PAT

SEC. 135 ACT 206, 1893, as Amended - Sec. C.L. 1929) Date July 12, 2006
I hereby certify that there are no tax liens of titles held by the state on the lands
Described below, and that there are No tax liens or titles held by individuals
on said lands for five years proceeding 1 day July 2006 and that the
taxes for said period of five years are paid.
This certificate does not apply to taxes if any now in process of collection by
township, city or Village collecting officers.
ST. Joseph County Treasurer [Signature]

Cynthia L. Jarratt Register Of Deeds
St. Joseph County, Michigan



Recorded
July 13, 2006 01:34:07 PM
Liber 1384 Page 385-386 \$17.00
Receipt # 22766 DOI #2006030265



Liber 1384 Page 385



REAL ESTATE
TRANSFER TAX

\$2,050.40 - CO
\$13,988.00 - ST
Stamp # 14955

STATE OF
MICHIGAN
St. Joseph County
July 13, 2006
Receipt # 22766

WARRANTY DEED

The Grantor(s) TONY M WIEGEL and AMY L WIEGEL, husband and wife,
whose address is , 11200 BURKE RD., DARLINGTON, WI 53530
convey(s) and warrant(s) to LYLE SCHMIDT FARMS, LLC, AN OHIO LIMITED LIABILITY COMPANY,
whose address is 7605 BRILL RD., CINCINNATI, OHIO 45243
the following described premises situated in the following

PARCEL #1:
TOWNSHIP OF MENDON, ST. JOSEPH COUNTY, MICHIGAN:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH,
RANGE 10 WEST, LYING NORTH OF THE RECORDED PLAT OF RIVERLANE, EXCEPT THE SOUTH 4 RODS.

TOWNSHIP OF NOTTAWA, ST. JOSEPH COUNTY, MICHIGAN:

PARCEL #2: THE NORTH FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH,
RANGE 10 WEST, EXCEPTING AND RESERVING 8.88 ACRES IN SQUARE FORM IN THE NORTHEAST CORNER
THEREOF, ALSO EXCEPTING: A STRIP 50 FEET IN WIDTH OFF AND FROM THE WEST SIDE THEREOF; THE
SAME BEING RAILROAD RIGHT OF WAY OF FORMER GRAND RAPIDS AND INDIANA RAILROAD, NOW A
PART OF THE PENNSYLVANIA SYSTEM. ALSO EXCEPTING: A STRIP 8 RODS WIDE OFF THE SOUTH SIDE
THEREOF.

PARCEL #3: PARCEL 8 RODS IN WIDTH OFF THE SOUTH SIDE OF THE NORTH 1/2 OF THE NORTHEAST
FRACTIONAL 1/4, SECTION 3, TOWNSHIP 6 SOUTH, RANGE 10 WEST.

PARCEL #4: THE NORTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 6
SOUTH, RANGE 10 WEST.

PARCEL #5: THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 3, EXCEPTING
RAILROAD RIGHT OF WAY, IN TOWNSHIP 6 SOUTH, RANGE 10 WEST.

PARCEL #6 & 7: THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH,
RANGE 10 WEST. ALSO: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH,
RANGE 10 WEST.

PARCEL #8: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, THENCE SOUTH 26.04 CHAINS,
THENCE WEST 20.475 CHAINS, THENCE NORTH 25.90 CHAINS TO THE TOWNSHIP LINE, THENCE EAST TO
THE POINT OF BEGINNING. ALL IN TOWNSHIP 6 SOUTH, RANGE 10 WEST.

TOWNSHIP OF MENDON, ST. JOSEPH COUNTY, MICHIGAN:

PARCEL #9: THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 33, LYING EAST OF THE ST. JOSEPH RIVER;
EXCEPT 2 (two) 3-1/2 ACRE PARCELS OFF THE WEST SIDE AND EXCEPT THE ISLAND IN THE EAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 33, AND EXCEPT 1 1/2 ACRES WEST OF THE HIGHWAY. ALL IN
TOWNSHIP 5 SOUTH, RANGE 10 WEST.

PARCEL #10: THE SOUTH 32.42 ACRES OF THE WEST 77.25 ACRES OF THE SOUTHWEST 1/4 OF SECTION
34, EXCEPT 1 ACRE IN THE SOUTHWEST CORNER, 8 RODS NORTH AND SOUTH BY 20 RODS EAST AND
WEST. ALL IN TOWNSHIP 5 SOUTH, RANGE 10 WEST.

KALAMAZOO COUNTY

TOWNSHIP OF WAKESHA, COUNTY OF KALAMAZOO, MICHIGAN:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 WEST, EXCEPT THE
NORTH 440 FEET OF THE WEST 640 FEET AND ALSO EXCEPTING THE SOUTH 260 FEET OF THE WEST 390
FEET.

RETURN TO
PATRICK ABSTRACT

Received-Register of Deeds
Date 7/12/06 Time 2:10 PM

Branch County Treasurer
Coldwater, MI 49828, 2006
I hereby certify that the Taxes have been paid for
the five years preceding the date of this instrument,
and that there are no Tax Liens or Taxes held by the
State for a period of five years prior to the date of
said instrument.
Sandra Hutcherson
Branch County Treasurer
- EXCEPTION -
This certification being subject to any Homestead
Denial, Uncovering or change by the State of
Michigan and / or Local Unit.

BRANCH COUNTY

DESC #1:
TOWNSHIP OF SHERWOOD, BRANCH COUNTY, MICHIGAN:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, EXCEPT THE RIGHT OF WAY OF THE RAILROAD, AND EXCEPTING LAND DEEDED TO THE MICHIGAN CENTRAL RAILROAD BY DEED IN LIBER 271, PAGE 451, BRANCH COUNTY REGISTERS OFFICE. ALSO EXCEPTING THEREFROM: THE NORTH 1/2 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF RAILROAD RIGHT OF WAY, SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST. ALSO EXCEPTING THEREFROM: ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION, AND RUNNING THENCE SOUTH 89 DEG 46'04" EAST, ALONG THE NORTH LINE OF SAID SECTION 351 FEET, THENCE SOUTH 248.21 FEET, THENCE NORTH 89 DEG 46'04" WEST 351 FEET, THENCE NORTH ALONG THE 1/4 LINE, AS MONUMENTED, 248.21 FEET TO THE POINT OF BEGINNING.

The grantor grants to the grantee the right to make (100% of any available) division (s) under Section 108 of the land division act. Act No. 288 of the Public Acts of 1967, as amended.

ST. JOSEPH COUNTY CONSIDERATION	\$1,864,000.00
BRANCH COUNTY CONSIDERATION	\$ 233,000.00
KALAMAZOO COUNTY CONSIDERATION	\$ 233,000.00

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

for the sum of \$2,330,000.00 TWO MILLION THREE HUNDRED THIRTY THOUSAND AND NO/100

subject to easements and building and use restrictions of record and further subject to the rights of the current tenants, rights of the public in any right of way, and all reservations and limitations of record, if any.

Dated this 29 day of June, 2006

Signed in presence of: Angela R. Lewin

Signed by:

Tony M Wiegell
TONY M WIEGEL

Amy L Wiegell
AMY L WIEGEL

State of Wisconsin
County of Lafayette

The foregoing instrument was acknowledged before me this 29 day of June, 2006, by
TONY M WIEGEL and AMY L WIEGEL, husband and wife.

Notary Public, Lafayette County,
Wisconsin

My commission expires: 01/13/06
Acting in the County of Lafayette

Angela R. Lewin

When Recorded Return To:

Send Subsequent Tax Bills To:
Grantee

Drafted By:
GARRETT MC NALLY
Jones Law Office
120 W. Main St
PO Box 187
Marcellus, MI 49067

Tax Parcel #

Recording Fee \$

Transfer Tax

*TYPE OR PRINT NAMES UNDER SIGNATURES.

Received for Record this 3 day of May A. D. 1945,
at 8:39 o'clock A. M.

Dech Applegate, et al
TO

Consumers Power Co.

Harbert H. Russell Register.

RIGHT OF WAY

Parcel No. 4

Dech Applegate and Emily A. Applegate, his wife and in her own right; Roy H. Applegate also known as Roy Applegate and Greta Applegate, his wife

first part 1st, in consideration of One Dollar (\$1.00)
to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second
party, receipt of which is hereby acknowledged, CONVEY and WARRANT to the second party, its successors and assigns, Forever, the easement and
right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of
transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including
all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Sherwood
County of Branch and State of Michigan, to-wit:

The North one-half ($\frac{1}{2}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section
twenty seven (27) Township five (5) South, Range eight (8) West,
except the Michigan Central (Air Line Division) Railroad Right of Way.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate one route South of and not more than three hundred fifty (350) feet from the center line of the highway on the North side of said above described land, and locate one route East of and not more than three hundred fifty (350) feet from the center line of the highway on the West side of said land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the North line of said land and to the West line of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.
Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

Witness the hand, A. and seal, A. of the part 1st of the first part, this 6th day of March 19 44.

Signed, Sealed and Delivered in Presence of

Oliver H. Shaw James H. Kline
Oliver H. Shaw James H. Kline
James H. Kline Virginia P. Hennessey
James H. Kline Virginia P. Hennessey

Dech Applegate ESLS
Dech Applegate ESLS
Emily A. Applegate ESLS
Emily A. Applegate ESLS
Roy H. Applegate ESLS
Roy H. Applegate ESLS
Greta Applegate ESLS
Greta Applegate ESLS

STATE OF MICHIGAN, ss.

COUNTY OF BRANCH,

Eaton

On this 6th day of March 19 44, before me, a Notary Public of
County, Michigan, acting in Branch County, personally appeared Emily A. Applegate

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
her free act and deed.

My commission expires March 28, 19 47.

Notary Public, Eaton Co., Mich.

STATE OF Michigan, ss.

COUNTY OF Calhoun

Calhoun

On this 9th day of March 19 44, before me, a Notary Public of
County, Michigan, acting in Calhoun County, personally appeared Dech Applegate, Roy H.

Applegate and Greta Applegate

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
their free act and deed.

My commission expires March 2, 1945

Notary Public, Calhoun Co., Mich.

D. Applegate

General Telephone Company of Michigan

Form EN-042 (Rev. 11-68) 003.00

RIGHT OF WAY

Received of the GENERAL TELEPHONE COMPANY OF MICHIGAN, a Michigan Corporation, whose principal offices are located at 455 East Ellis Road, Muskegon, Michigan, the sum of Eighty Dollars (\$80.00)

the receipt of which is hereby acknowledged, in consideration of which I (we) EMILY A. APPLIGATE, H. WILCOX, RICHARD S. WILCOX, MICHIGAN

as the sole fee owner(s), except as hereinafter so stated, hereby grant(s) and convey(s) to said Company, its successors, assigns, lessees, licensees and agents, a perpetual ~~20~~ wide easement and right-of-way to construct, reconstruct, maintain and operate thereon, and/or remove therefrom, lines of communication facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress for the purpose of the easement and right-of-way granted, under, across, upon and/or over lands which I (we) own, or in which I (we) have an interest in Section 22, Township of Sutton, R. 60, County of Branch, State of Michigan, and more fully described as follows:

$N\frac{1}{2}$, NE $\frac{1}{4}$ LY N&W OF RAILROAD ROW SEC 27, T5S R8W 39.3A M/L

Said facilities to be located within the 10 FT wide easement described as follows:

RUNNING IN A NELY & SLY DIRECTION PARALLEL AND ADJACENT TO THE EAST LIMITS OF LOCH RE CABLE DEPTH APPROX 40"

It is further agreed that no permanent structure shall be erected within this easement and that the grantee herein shall have the right to spray, trim, and/or cut down all ~~brush~~ brush within this easement.

Said Company will pay for any and all damages caused by the construction or maintenance of said telephone system.

THIS GRANT is hereby declared to be binding upon the heirs, successors, lessees, licensees, and assigns of the parties hereto.

IN WITNESS WHEREOF, I (we) have hereunto set my(our) hand(s) and seal(s) this 15th day of MARCH, 1977.

WITNESS:

David P. Burnson
DAVID P. BURNSON

Emily A. Applegate
EMILY A. APPLIGATE

Vera L. Thrasher
VERA L. THRASHER

DRAFTED BY

DAVID P. BURNSON

P.O. BOX 99

THREE RIVERS, MICH.

49093

STATE OF MICHIGAN)
COUNTY OF Branch) SS

On this 15th day of MARCH, 1977, before me, the subscriber, a Notary Public in and for SAINT JOSEPH County and acting in Branch County, personally appeared EMILY A. APPLIGATE

to me known to be the person(s), names in and who executed the within instrument as vendor and acknowledged that EMILY executed the same as her free act and deed for the intents and purposes therein mentioned.

DAVID P. BURNSON

Notary Public, St. Joseph County, Mich.

My commission expires My Commission Expires 4-9-77

Notary Public

GENERAL TELEPHONE COMPANY
OF MICHIGAN P.O. BOX 99
THREE RIVERS, MICHIGAN 49093

David P. Burnson
LIBER 372 PAGE 230

DEED OF EASEMENT

84 DEC 10 P 2: 03

THIS AGREEMENT, made this 17th day of November, 1982, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, with its registered office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, hereinafter referred to as "Grantor" and CONSUMERS POWER COMPANY, a Michigan corporation, with its principal offices at 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter referred to as "Grantee".

WHEREAS, Grantor or its predecessors have entered into agreements (the "Agreements") with Grantee or its predecessors for the construction, maintenance, and use of certain crossings and occupations over, across, along, or under the land of Grantor at various locations; and

WHEREAS, the Agreements generally provide for annual use payments and termination upon short notice; and

WHEREAS, the parties hereto desire to replace the Agreements with an easement as hereinafter set forth for such crossings and occupations in consideration of a lump sum payment.

NOW, THEREFORE, WITNESSETH that Grantor for and in consideration of Seven Thousand and Six Hundred and No/100 Dollars (\$ 7,600.00), and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, an easement only for the space and dimensions (hereinafter referred to as the Easement Area) required for use and occupation as now existing under the documents as set forth in Appendix A attached hereto and made a part hereof, to maintain, repair, alter, replace, relocate, use and remove those certain crossings and occupations over, across, along, or under the lands and tracks of Grantor as set forth in Appendix A, such crossings and occupations, together with any appurtenances thereto, hereinafter referred to singularly as the "Facility" and collectively as the "Facilities".

1.1 The location and construction plans referred to in the Agreements as set forth in Appendix A shall continue to apply to the Facilities, and no change shall be made therefrom, including, but not limited to, change in location, nature, size, number, or use of any Facility without the prior written consent of the General Manager - Contracts of Grantor or his designee, (hereinafter referred to as the "GM - Contracts").

1.2 Any work of maintenance, repair, alteration, relocation, replacement, or removal of the Facilities shall be done under general conditions, and with materials reasonably satisfactory to and approved by the GM - Contracts and shall not interfere with the proper and safe use and operation of the property of Grantor. Such general conditions may include, but are not limited to, the furnishing of flagmen, watchmen, or inspectors at the expense of Grantee, although the furnishing, or failure to furnish, by Grantee, shall not release Grantee from any liabilities assumed by Grantee under this Deed.

1.3 Grantee, at its own cost and expense, when performing any work in connection with the Facilities, shall furnish watchmen to keep persons, equipment, and materials a safe distance from the tracks of Grantor.

1.4 In addition to, but not in limitation of any of the foregoing provisions, if at any time Grantor should reasonably deem flagmen, watchmen, or inspectors necessary to protect its operations or property, or its employees, patrons, or licensees, during the course of maintenance, repair, alteration, relocation, replacement, or removal of the Facilities, Grantor shall have the right to place such flagmen, watchmen, or inspectors and Grantee agrees to bear the full cost (as specified in paragraph 7 of this Deed), risk and expense thereof and promptly to reimburse Grantor upon demand. The furnishing or failure to furnish flagmen, watchmen, or inspectors by Grantor, however, shall not release Grantee from any liabilities assumed by Grantee hereunder.

This instrument is exempt from tax in accordance with Sec 7.456(5f) MSA; Mich CL 207.505

12-10-84
M.C. L.A.'s 565.201 (a)
Indie de Harrison
Per E.V. PARMELEE Does Not Meet

2. In the event of new construction, expansion, or changes in the existing Facilities which result in an expansion of the Easement Area (including without limitation any changes in the nature of the product carried by, through, in, or upon the Facilities), Grantor reserves the right to assess an additional consideration for the expansion of the Easement Area which Grantee hereby agrees to pay.

3. Grantee shall maintain and repair the Facilities and shall, upon notice from Grantor, and not in limitation of Grantee's obligation, promptly make such repairs thereto as may be required. In the event of an emergency, Grantee shall take immediate steps to perform any necessary repairs, and in the event Grantee fails to do so, Grantor shall have the right, but not the obligation, to perform such repairs or replacement as it may deem reasonably adequate and necessary, all at the sole cost and expense of Grantee.

4.1 Grantor shall have the right to inspect the Facilities at any time and to approve the materials used in the maintenance, repair, alteration, relocation, replacement, or removal of the Facilities.

4.2 The right of inspection of the Facilities by Grantor shall extend for an appropriate distance on each side of the property of Grantor, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, alteration, replacement, or relocation of the Facilities may have a significant impact upon the strength and stability of the Facilities over, under, upon, or in the land of the Grantor.

5. Except in case of emergency, Grantee shall not commence any work of maintenance, repair, alteration, relocation, replacement, or removal of the Facilities unless and until the mechanics of construction and all matters related thereto shall have received the approval of the Chief Engineer of Grantor, or his duly designated representative.

6. Grantee shall comply with all statutes, regulations, orders, directives, ordinances, and similar promulgations of law applicable to the Facilities and shall assume all cost, expense, and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against all costs, fines, penalties, and expenses arising from the failure of Grantee to so comply.

6.1 Grantee understands that the railroad operations at or near the Facilities involve some risk, and Grantee, as part of the consideration for this Deed, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand direct or consequential damages for or on account of any loss or injury to the Facilities and contents thereof that are over, under, upon, or in the land of Grantor, including loss of, or interference with, service or use thereof, unless such loss or injury is proved by Grantee to be due directly to the sole negligence of Grantor.

6.2 Grantee also covenants and agrees to indemnify, defend, and save harmless Grantor from and against all cost and expense arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain, or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, relocation, replacement or removal of the Facilities, in, on, about, under, over or from the land of Grantor, whether such loss and damage be suffered or sustained by Grantor directly, or by its employees, patrons or licensees, or other persons or entities who may seek to hold Grantor liable therefor, and whether attributable to the fault, failure or negligence of Grantor or otherwise, except when proved by Grantee to be due directly to the sole negligence of Grantor.

6.3 Notwithstanding anything contained in paragraph 6.2, and irrespective of any negligence of Grantor, Grantee assumes sole responsibility for, and agrees to indemnify, save harmless and defend Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (1) the failure of Grantee to comply with any obligations imposed on it by this Deed, or (2) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments

to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the Facilities, failed to correct or guard against an unsafe condition caused by Grantee or failed to furnish a safe place to work due to conditions caused by Grantee. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions or with respect to Grantee's failure to carry out its obligations under this Deed or knowledge on the part of Grantor of such unsafe working conditions or place to work and of such failures by Grantee to carry out its obligations under this Deed shall not be deemed to constitute acquiescence therein by Grantor or actionable negligence on the part of Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

7. Except as provided in paragraph 9 of this Deed, all cost and expense in connection with the maintenance, repair, alteration, relocation, replacement, or removal of the Facilities shall be borne by Grantee, and in the event of work being performed or material furnished by Grantor under the stipulated right to perform such work under any section hereof, Grantee agrees to pay to Grantor the actual cost of material plus all then currently applicable overhead costs and charges relative thereto as developed and published by the Accounting Department of Grantor. Grantee agrees to pay such bills within thirty (30) days of presentation thereof by Grantor.

8.1 Upon the removal or abandonment of any of the Facilities, Grantee shall (a) remove from Grantor's property such of the Facilities as shall have been abandoned, or abandon the Facilities in place only upon approval of and in a manner satisfactory to the GM - Contracts and restore the property to a condition satisfactory to Grantor, and (b) deliver to Grantor a release of this Deed of Easement satisfactory to Grantor, in recordable form, with respect to such Facilities. If Grantee fails or refuses to remove such Facilities within ninety (90) days after requested to do so by Grantor, Grantor shall have the right but not the obligation, to remove such Facilities at the cost of Grantee, and Grantor shall not be liable to Grantee for such removal. The term "abandonment" as used herein shall mean the cessation of use for a period of not less than one year.

8.2 With respect to any particular Facility as set forth in Appendix A, this Deed shall be partially terminable at any time, upon the removal or abandonment of such Facility, as mutually agreed between Grantor and Grantee. In that event, Grantee shall deliver a partial release of this Deed satisfactory to Grantor and in recordable form.

9. Grantee shall, upon written request of Grantor, promptly relocate, strengthen, support, or otherwise protect or modify the Facilities, where located over, upon, or under the land of Grantor (any such requested action being referred to herein as a "Modification"), except that Grantor shall provide its own land for such relocation without additional compensation from Grantee. Where a Modification is reasonably required by or of Grantor in order to accommodate a relocation or improvement of Grantor's railroad operating facilities, including, but not limited to, its signal or power transmission facilities, such Modification shall be performed by Grantee at Grantee's sole cost and expense. Where a Modification is required by Grantor in order to accommodate a third party, the reasonable costs thereof shall be paid by Grantor. All construction in connection with any Modification shall comply with the terms and conditions in this Deed.

10.1 In the event the Facilities consist of electrical power or communication wires and appurtenances, Grantee shall promptly remedy any inductive interference resulting from the presence of the Facilities, and if Grantee fails to do so, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the Facilities consist of an underground occupation, Grantee will be responsible for any settlement caused to the roadbed, tracks, facilities, and appurtenances of Grantor arising from or a result of maintenance, repair, alteration, relocation, replacement, or removal of the Facilities for a period of one (1) year subsequent to the date of completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expense of correcting such settlement.

11. As further part of the consideration for this Deed, Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of its property by reason of the construction, maintenance, or use of any of the Facilities, and Grantee covenants and agrees to pay to Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor or any of its property, including penalties, interest, late fees, and the costs to remove or bond any lien, assessment, tax, or charge.

12. If any part of this Deed is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Deed, and the remaining parts of this Deed shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

13. The easement herein granted is subject to the railroad uses and facilities of Grantor located on the land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rail transportation and related purposes and for all other purposes which are not inconsistent, or which do not interfere with, or impair, the right granted by this Deed.

14. If the Grantee's right to exercise the use of the Easement granted by this Deed shall be legally challenged by any third party on the grounds that the Grantor did not have sufficient interest in the Easement granted by this Deed to convey this Deed, the Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by the Grantee of easements in and over the Easement granted by this Deed by grant or the power of eminent domain.

If, however, such third party succeeds in its legal challenge and Grantee is unable to acquire easements in the Easement granted by this Deed by grant or eminent domain, then Grantor shall pay to Grantee, as liquidated damages, the amount of consideration paid under this Deed by Grantee, prorated, however, to the portion or portions of the interest so challenged.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" or "Grantees", respectively, whenever the sense of this Deed so requires.

16. The terms and conditions of this Deed shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Deed to be fully executed the day and year first-above written.

WITNESS:

E. J. Dwyer

WITNESSES:

Carol J. Kellar
Carol J Kellar

Diane M. Tyrrell
Diane M Tyrrell

CONSOLIDATED RAIL CORPORATION

By: *C. W. Owens*

C. W. Owens, V.P.
Engineering & Staff

CONSUMERS POWER COMPANY

By: *W. L. Reid*

W L Reid
Manager of Land and Right of Way

APPROVED AS TO FORM

[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA)
County of Philadelphia) SS

On this 4th day of January, 1983, personally appeared before me the undersigned, a notary public, C. W. Owens VP who acknowledged that he is the Engineering & Staff of Consolidated Rail Corporation and that he executed the foregoing and affixed the corporate seal thereto on behalf of the said corporation for the purposes therein contained.

Carol Ann Owens

Philadelphia County, Pennsylvania

By Commission Expires April 1, 1985

STATE OF MICHIGAN)
County of Jackson) SS

The foregoing instrument was acknowledged before me this 17th day of November, 1982, by W L Reid, Manager of Land and Right of Way of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

Carol J. Kieler

Carol J Kieler Notary Public
Jackson County, Michigan

My Commission Expires November 9, 1985

This contract has been reviewed and approved as to legal content by the Law Department of Consolidated Rail Corporation.

Francis Lippman

DISTRIBUTION

COUNTY CODE # 12

	CPCo File # Eff Date CPCo Ref #	RR Rent # Sep # RR Registry #	LAND AND LOCATION - As now located and constructed on land described as follows:
1.	#227-WX-4 6/26/24 3540	5704202 C 199-1 070635-3	Grantor's right of way across the S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec 4, T5S, R7W, Union Twp, Branch Co. Route-In a N'y and S'y direction, approximately 580 feet east of the N and S $\frac{1}{2}$ Line Sec 4, T5S, R7W.
2.	#123-WX-151 8/22/38 3474	43703972 C 57-6 72945-4	Grantor's right of way across the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec 15, T6S, R5W, Village of Quincy, Branch County. Route-Guy wire and anchor in an E'y and W'y direction within the limits of Park Ave extended E'y, approximately 45 feet east of the West Line, Sec 15, T6S, R5W.
3.	#42-WX-166 11/15/43 3511	5703992 C 199-21 082062-1	Grantor's right of way across the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec 5, T6S, R8W, Matteson Twp, Branch Co. Route-In a N'y and S'y direction, 290 feet east of the West Sec Line, measured along Grantor's right of way, Sec 5, T6S, R8W.
4.	#42-WX-215 7/11/50 3504	5703922 C 199-16 082062-7	Grantor's right of way across the E $\frac{1}{2}$ of NE $\frac{1}{4}$, Sec 23, T5S, R8W, Sherwood Twp, Branch Co. Route-In a N'y and S'y direction, approximately 179 feet west of the East Line, Sec 23, T5S, R8W.
5.	#42-WX-119 6/29/37 3505	5703932 C 199-10 069701-4	Grantor's right of way across the W $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec 27 and E $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec 28, T5S, R8W, Village of Sherwood, Branch Co. Route-In a N'y and S'y direction along the line common to Sections 27 and 28, T5S, R8W.
6.	#123-WX-105 9/1/60 3930	43703592 C 169-15 125329	Grantor's right of way across the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec 19, T6S, R6W, Coldwater Twp, Branch Co. Route-In a N'y and S'y direction 80 feet east of the center line of Benhke Rd, Sec 19, T6S, R6W.
7.	#736-WX-1 11/16/27 3508	5703962 C 199-22 133688	Grantor's right of way across the E $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec 28, T5S, R8W, Village of Sherwood, Branch Co. Route-One guy and anchor to be located approximately 110 feet E'y of E'y Line of Main St, as measured along Grantor's right of way and one guy and anchor to be located approximately 1580 feet E'y of E'y Line of Main St, as measured along Grantor's right of way, Sec 28, T5S, R8W.
8.	#42-WX-173 2/15/45 3115	43703542 C 69-23 040643-11	Grantor's right of way across the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec 18, T7S, R8W, Bronson Twp, Branch County. Route-In a NW'y and SE'y direction, approximately 320 feet West of the East section line, measured along Grantor's right of way, Sec 18, T7S, R8W.
9.	#42-WX-136 10/14/24 3116	43703552 34-2 040342-A	Grantor's right of way across the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec 17, T7S, R8W, Bronson Twp, Branch County. Route-In a N'y and S'y direction approximately 1000 feet East of the N and S $\frac{1}{4}$ line, Sec 17, T7S, R8W.

APPENDIX A

DISTRIBUTION

COUNTY CODE # 12

	CPCo File # Eff Date CPCo Ref #	RR Rent # Sep # RR Registry #	LAND AND LOCATION - As now located and constructed on land described as follows:
1.	#123-WX-666 123-WX-761 9/1/63 3475	43703982 C 71-12 072945-7	Grantor's right of way (100 feet wide) across the N $\frac{1}{2}$ of NW $\frac{1}{4}$, Sec 21, T6S, R5W, Village of Quincy, Branch County. Route-In a NW'ly and SE'ly direction at the intersection of Grantor's right of way and Chicago Rd (US-12), including guy wires and anchors, Sec 21 T6S, R5W.
2.	#123-WX-684 2/1/63 C 019	5705622 C 182-8 133118	Grantor's right of way across the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec 16, T6S, R5W, Village of Quincy, Branch Co. Route-In a N'ly and S'ly direction, 390 feet west of N and S $\frac{1}{2}$ Line, Sec 16, T6S, R5W.
3.	#42-WX-170 1/24/45 3510	5703982 C 199-19 082062-4	Grantor's right of way across the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec 27, T5S, R8W, Sherwood Twp, Branch Co. Route-In a NW'ly and SE'ly direction, 326 feet SW'ly along Grantor's right of way from North Section Line, Sec 27, T5S, R8W.
4.	#42-WX-111 4/7/37 3507	5703952 C 199-11 069701-3	Grantor's right of way across the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec 24, T5S, R8W, Sherwood Twp, Branch Co. Route-In an E'ly and W'ly direction, 303.5 feet south of the North Line, Sec 24, T5S, R8W.
5.	#42-WX-290 1/1/61 3943	43704292 C 180-1 126623	Grantor's right of way across the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec 20, T6S, R6W, Coldwater Twp, Branch Co. Route-In a N'ly and S'ly direction, 365 feet north of the South Line and 343 feet east of the West Line, Sec 20, T6S, R6W.
6.	#123-WX-506 5/23/49 3473	43703962 C 313-2 72945-9	Grantor's right of way (100 feet wide) across the W $\frac{1}{2}$ of NE $\frac{1}{4}$, Sec 20, T6S, R5W, Quincy Twp, Branch County. Route-In a N'ly and S'ly direction 180 feet east of the N and S $\frac{1}{2}$ Line, Sec 20, T6S, R5W.
7.	#42-WX-305 9/1/63 C 031	43704372 C 181-2 134220	Grantor's right of way (100 feet wide) across the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec 6, T7S, R7W, Bethel Twp, Branch Co. Route-In a N'ly and S'ly direction, 580 feet east of the N and S $\frac{1}{2}$ Line, Sec 6, T7S, R7W.
8.	#42-WX-320 7/22/66 C 144	43704492 C 195-7 143342	Grantor's right of way across the E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec 10, T7S, R8W, Bronson Twp, Branch County. Route-In a N'ly and S'ly direction, approximately 880 feet southwest of the N and S $\frac{1}{2}$ Line, measured along Grantor's right of way, Section 10, T7S, R8W.
9.	#42-WX-338 7/13/72 C 355	5718522 C 219-11 170560	Grantor's right of way across the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec 11, T7S, R8W, City of Bronson, Branch Co. Route-In a N'ly and S'ly direction approximately 580 feet east of the N and S $\frac{1}{2}$ Line, at a point 72 feet southeast of the center line of Mill Street, Sec 11, T7S, R8W.



Consumers
Power
Company

77-365

3-73

OIL AND GAS LEASE

AGREEMENT, Entered into the 30th of November, 19 73, and effective as of November 30, 19 73, between

Deoh Applegate and Emily A. Applegate, his wife
R.F.D. 1, Sherwood, Michigan 49089

hereinafter called Lessor (whether one or more) and CONSUMERS POWER COMPANY, a Michigan corporation, of 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called Lessee.

WITNESSETH, that in consideration of the premises Lessee and Lessor covenant and agree:

1. Lessor, for and in consideration of Ten and more
DOLLARS (\$ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee the lands hereinafter described, whether now owned or hereafter acquired, (which lands are hereinafter referred to as "said lands") for the purposes of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, or either of them, including, but not as a limitation, casinghead gas, casinghead gasoline, gas condensate and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, roadways, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said lands, alone or conjointly with lands in the same general area, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being in the Township of Sherwood, County of Branch, Michigan, and described as follows, to-wit:

$N\frac{1}{2}$ of the $NE\frac{1}{4}$ north of the PC RR

73 DEC 16 11:28
JANICE J. HAWKES
CLERK OF COURT

REC'D FOR RECORD
STATE OF MICHIGAN
BRANCH COUNTY

of Section 27, Township 5 S, Range B W, and containing 40 acres, more or less. It is the intention of Lessor to lease herein all lands and interests therein contiguous, adjoining, or appurtenant to said lands owned or claimed by Lessor, whether or not specifically described above.

2. Except as hereinafter provided, this lease shall remain in force for a term of ten (10) years from the date hereof, and as long thereafter as oil and gas, or either of them, is or can be produced from said lands by Lessee, or from any lands with which said lands, or any part thereof, may be pooled or unitized as hereinafter provided, and as long thereafter as Lessee is exercising any of the rights granted in paragraph 14 hereof.

3. (a) The Lessee shall deliver to the credit of Lessor, as royalty, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved by Lessee from leased premises, or, from time to time, at Lessee's option, pay Lessor for such one-eighth (1/8) royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

(b) The Lessee shall pay Lessor, as royalty, for gas, including casinghead gas, produced from any well on leased premises and used by Lessee off leased premises or in the manufacture of gasoline or any other product, one-eighth (1/8) of the prevailing market price of said gas, as such, at the mouth of the well. If such gas is sold by Lessee, then Lessee shall pay Lessor, as royalty, one-eighth (1/8) of the net amount realized by Lessee, computed at the mouth of the well.

(c) Where gas from a well or wells on said lands or on any acreage pooled or consolidated therewith capable of producing gas (or gas and condensate) only, is not sold or used for a period of one year, and there is no other producing gas or oil well or wells on said lands or on lands consolidated therewith as herein provided, Lessee shall pay or tender as royalty, the sum of One Dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one-year period, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph 2 hereof.

4. If operations for the drilling of a well for oil or gas are not commenced on said lands on or before the 30th of November, 1974, this lease shall terminate as to both parties, unless Lessee on or before said date shall pay or tender to Lessor or for Lessor's credit in the The Citizens State Bank Bank at Sturgis, Michigan 49091, or its successors, which bank Lessor hereby designates as Lessor's agent, the sum of — FORTY AND NO/100 — DOLLARS (\$ 40.00), which shall operate as a rental and shall cover the privilege of deferring the commencement of drilling operations for twelve months from said date. In like manner and upon like payments or tenders the commencement of drilling operations may be deferred further for like periods of the same number of months successively. The payment herein referred to may be made in currency, draft, or check at the option of Lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to Lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. The consideration first recited herein covers not only the privilege granted to the date when the first rental is payable hereunder but also the Lessee's option of extending such period, and any and all other rights conferred herein.
5. Should the first well drilled on said lands be a dry hole, then, and in that event, if operations for the drilling of a second well are not commenced on said lands on or before the next ensuing rental date, this lease shall terminate as to both parties, unless Lessee on or before said next ensuing rental date shall resume the payment of rentals in the same amount and in the same manner as herein provided. Upon the resumption of the payment of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force as if there has been no interruption in the payment of rentals, and if Lessee shall commence operations for the drilling of a well within the term of this lease or any extension thereof, Lessee shall have the right to drill such well to completion with reasonable diligence, and if oil and gas, or either of them, is found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof; provided, that if drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or to furnish facilities for transportation, or as a result of some order, requisition, or necessity of the United States, the State of Michigan or any agency or political subdivision thereof, or as the result of any cause whatsoever beyond the control of Lessee, the primary term hereof shall be extended for a period of time equal to the total number of days elapsing during the entire period of such delay or interruption.
6. Lessee shall have the right to use, free of cost, water, oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease found on said lands for its operations thereon, except water from the wells of Lessor.
7. When required by Lessor, Lessee shall bury its pipe lines below plow depth and shall pay for damages caused by its operations to growing crops on said lands.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said lands without the written consent of Lessor.
9. Lessee shall have the right at any time during or after the expiration of this lease to remove all pipe lines, machinery, fixtures, houses, buildings, and other structures placed on said lands, including the right to draw and to remove all casing.
10. Lessee is hereby expressly granted the right, power, and option (which Lessee may exercise at any time, or from time to time, either before or after production has been obtained on said lands or any lands consolidated therewith) to consolidate the leasehold estate granted by this lease, or any portion or portions thereof, as to all or any formation or horizon thereunder, with other leasehold estates, or portion or portions thereof, or formation or horizon thereunder, so as to form one or more development units. Any development unit formed by such consolidation shall consist of leaseholds or portion or portions thereof in the same general area of such lands included within the area of any governmental regulation or order prescribing a spacing pattern and drilling unit applicable to the area of the land covered by this lease (plus a tolerance of not more than 10%); provided, however, that no gas development unit shall exceed 640 acres, and no oil development unit shall exceed 160 acres, plus a tolerance of not more than 10% in any such gas or oil development unit. The right, power, and option herein granted Lessee shall be exercisable by Lessee's executing in writing, either before or after commencement of production, and recording in the office of the Register of Deeds in the county in which said lands are situated an instrument or instruments identifying and describing such development unit or units. In lieu of the royalties elsewhere herein specified, excepting shut-in royalty, Lessor shall receive on production from a development unit so formed only such portion of the royalty stipulated herein as the amount of his mineral interest on an acreage basis placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage so consolidated in the particular development unit involved. Nothing herein contained shall be construed to effect any transfer of any title to any leasehold, mineral, royalty, or other interest consolidated pursuant hereto. The commencement of a well, the completion of a well or of a dry hole, the operation of or production from a well or the resumption of drilling or reworking operations of a well on any development unit shall be considered for all purposes (except for royalty purposes) the same as if said well were located on or such drilling operations were conducted on or such production were being had from said lands. Lessee may terminate any consolidation effected pursuant hereto at any time the development unit formed by such consolidation is not producing and no drilling operations are being conducted thereon by executing and filing a written declaration of the termination of such consolidation in the office of the Register of Deeds of the county in which said lands are situated, provided that the consolidation of all interests not covered by this lease and comprising part of such development unit be also terminated in some effective manner.
11. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor to the full interest claimed; and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. In the event this lease shall be assigned as to a part or as to parts of said lands, and the assignee or assignees of any such part or parts shall fail or default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which Lessee or any assignee thereof shall make due payment of said rental. Any assignment or assignments by Lessee of all or any portion or portions of its interests hereunder shall relieve Lessee of all obligations hereunder with respect to the interest or interests so assigned, except obligations theretofore accrued.

assigned to NRM Petroleum L. 427 P. 657

12. If the said lands are now or shall hereafter be owned in severally or in separate tracts, said lands shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the mineral acreage owned by each separate owner bears to the entire leased acreage; provided, however, if said lands consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of said lands is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of Lessee to offset wells on separate tracts into which said lands covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

13. Lessor warrants and agrees to defend the title to said lands herein described and agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the mineral rights in said lands, together with one-eighth (1/8) of all severance, privilege, production and license taxes or other taxes or assessments levied or assessed on account of the production of oil or gas on or from said lands, and to pay all other taxes levied or assessed against said lands, whether the same are levied or assessed to Lessor or Lessee or otherwise, and Lessee is hereby authorized to pay all such taxes, levies and assessments on behalf of Lessor and to deduct the amount so paid from any royalties or moneys due Lessor hereunder. Lessor further agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against said lands, and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor, for himself and his heirs, successors, and assigns, hereby surrenders and releases all right of dower and homestead in said lands described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein.

14. If, within the primary term of this lease, production on said lands should cease, this lease shall not terminate if operations for the drilling of a new well or reworking operations on an old well are commenced on or before the next ensuing rental paying date or if Lessee begins or resumes the payment of rentals in the same manner and in the same amount hereinbefore provided on or before the next ensuing rental payment date. If, after the expiration of the primary term hereof, production on said lands should cease from any cause, this lease shall not terminate if Lessee resumes drilling or reworking operations within 120 days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues. Such drilling or reworking operations on any portion of a gas or oil development unit formed under the terms of paragraph 10 hereof shall, as to those of said lands as are included in such unit, be treated and shall have the same effect under the terms hereof as if operations were on said lands.

15. Lessee, at any time, may surrender this lease, or any part thereof, by delivering or mailing a release to Lessor, or by placing a release thereof of record in the county in which said lands are situated. In event of surrender of only a part of said lands, delay rentals shall be reduced proportionately.

16. No portion of this lease shall be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

17. In case Lessor owns a less interest in said lands than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee. Rentals shall be adjusted proportionately at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of any change in ownership.

18. Lessor agrees to execute proper division orders, transfer orders and such other instruments as may be necessary to carry out the purposes of this lease.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of Lessor or Lessee.

IN WITNESS WHEREOF, this lease has been executed or has been caused to be executed by Lessor as of the day and year first above written.

Witness:

Charles K. Lucas
Charles K. Lucas

Edwin T. Ryder
Edwin T. Ryder

Deoh Applegate
Deoh Applegate

Emily A. Applegate
Emily A. Applegate

STATE OF MICHIGAN)
) SS
COUNTY OF BRANCH)

The foregoing instrument was acknowledged before me this 30th day of November, 19 73,
by Dech Applegate and Emily A. Applegate, his wife

Edwin T. Ryder
Edwin T. Ryder

Notary Public, Kent County, Michigan
My commission expires December 26th 1975
Acting in Branch County, MI

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____,
by _____

Notary Public, _____ County, _____
My commission expires _____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____,
by _____

President of _____
a _____ corporation, on behalf of the corporation.

assigned to Buttes Resources Co L 431P 202
assigned to NRM 81-A Income
Royalty Fund L 437P 674

Notary Public, _____ County, _____
My commission expires _____

LIBER 331 PAGE 121

This lease prepared by:
C.K. Lucas, Mt. Pleasant, MI

OIL AND GAS LEASE

77-967

AGREEMENT, Entered into August 25th, 1983, and effective as of November 30th, 1983, between

C and K Farms, A Copartnership
867 Girard Road
Sherwood, Michigan 49089

hereinafter called Lessor (whether one or more) and NORTHERN MICHIGAN EXPLORATION COMPANY, a Michigan corporation, of One Jackson Square, P. O. Box 1150, Jackson, Michigan 49204, hereinafter called Lessee.

WITNESSETH, that in consideration of the premises Lessee and Lessor covenant and agree:

1. Lessor, for and in consideration of Ten and More-----
DOLLARS (\$10.00-----) in hand paid, receipt of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee the lands hereinafter described, whether now owned or hereafter acquired, (which lands are hereinafter referred to as "said lands") for the purposes of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, or either of them, including, but not as a limitation, casinghead gas, casinghead gasoline, gas condensate and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, roadways, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said lands, alone or conjointly with lands in the same general area, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being in the Township of Sherwood, County of Branch, Michigan, and described as follows, to-wit:

The N $\frac{1}{2}$ of NE $\frac{1}{4}$ North of the PC RR

of Section 27, Township 5 South, Range 8 West, and containing 40 acres, more or less. It is the intention of Lessor to lease herein all lands and interests therein contiguous, adjoining, or appurtenant to said lands owned or claimed by Lessor, whether or not specifically described above.

2. Except as hereinafter provided, this lease shall remain in force for a primary term of five (5) years from the effective date hereof, and if Lessee shall commence operations for the drilling of a well within said primary term or any extension thereof, Lessee shall have the right to continue with reasonable diligence such drilling operations, and said term shall extend as long thereafter as oil and gas, or either of them, is or can be produced by Lessee from said land or from a communitized unit as hereinafter provided, and as long thereafter as Lessee is exercising any of the rights granted in Paragraph 14 hereof.

3. If operations for the drilling of a well for oil or gas are not commenced on said lands on or before November 30th, 1984, this lease shall terminate as to both parties, unless Lessee on or before said date shall pay or tender to Lessor or for Lessor's credit in the pay direct to lessor bank at the above address, or its successors, which bank Lessor hereby designates as Lessor's agent, the sum of Forty and 00/100----- DOLLARS (\$40.00-----), which shall operate as a rental and shall cover the privilege of deferring the commencement of drilling operations for twelve months from said date. In like manner and upon like payments or tenders the commencement of drilling operations may be deferred further for like periods of the same number of months successively. The payment herein referred to may be made in currency, draft, or check at the option of Lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to Lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. The consideration first recited herein covers not only the privilege granted to the date when the first rental is payable hereunder but also the Lessee's option of extending such period, and any and all other rights conferred herein.

4. (a) The Lessee shall deliver to the credit of Lessor, as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved by Lessee from leased premises, or, from time to time, at Lessee's option, pay Lessor for such one-eighth (1/8) royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline, or into storage tanks.

(b) The Lessee shall pay Lessor, as royalty, for gas, including casinghead gas, produced from any well on leased premises and used by Lessee off leased premises or in the manufacture of gasoline or any other product, one-eighth (1/8) of the prevailing market price of said gas, as such, at the mouth of the well. If such gas is sold by Lessee, then Lessee shall pay Lessor, as royalty, one-eighth (1/8) of the net amount realized by Lessee, computed at the mouth of the well.

(c) Where gas from a well or wells on said lands or on any acreage pooled or consolidated therewith capable of producing gas (or gas and condensate) only, is not sold or used for a period of one year, and there is no other producing gas or oil well or wells on said lands or on lands consolidated therewith as herein provided, Lessee shall pay or tender as royalty, the sum of One Dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one-year period, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under Paragraph 2 hereof.

5. Should the first well drilled on said lands be a dry hole, then, and in that event, if operations for the drilling of a second well are not commenced on said lands on or before the next ensuing rental date, this lease shall terminate as to both parties, unless Lessee on or before said next ensuing rental date shall resume the payment of rentals in the same amount and in the same manner as herein provided. Upon the resumption of the payment of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force as if there has been no interruption in the payment of rentals, and if Lessee shall commence operations for the drilling of a well within the term of this lease or any extension thereof, Lessee shall have the right to drill such well to completion with reasonable diligence, and if oil and gas, or either of them, is found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof; provided, that if drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or to furnish facilities for transportation, or as a result of some order, requisition, or necessity of the United States, the State of Michigan or any agency or political subdivision thereof, or as the result of any cause whatsoever beyond the control of Lessee, the primary term hereof shall be extended for a period of time equal to the total number of days elapsing during the entire period of such delay or interruption.

6. Lessee shall have the right to use, free of cost, water, oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease found on said lands for its operations thereon, except water from the wells of Lessor.

7. When required by Lessor, Lessee shall bury its pipelines below plow depth and shall pay for damages caused by its operations to growing crops on said lands.

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

9. Lessee shall have the right at any time during or after the expiration of this lease to remove all pipelines, machinery, fixtures, houses, buildings, and other structures placed on said lands, including the right to draw and to remove all casing.

10. Lessee is hereby expressly granted the right, power, and option (which Lessee may exercise at any time, or from time to time, either before or after production has been obtained on said lands or any lands consolidated therewith) to consolidate the leasehold estate granted by this lease, or any portion or portions thereof, as to all or any formation or horizon thereunder, with other leasehold estates, or portion or portions thereof, or formation or horizon thereunder, so as to form one or more development units when, in Lessee's judgment, it is advisable to do so to properly develop and operate said lands and such other lands in the immediate vicinity thereof in compliance with any spacing rules or orders prescribed by lawful authority applicable to the said lands and such adjoining lands, or when to do so would, in the judgment of Lessee, prevent economic waste or promote the conservation or increase the efficient and economical recovery of oil or gas or other hydrocarbons from said lands or such adjoining lands. Any development unit formed by such consolidation shall consist of leaseholds or portion or portions thereof in the same general area of such lands; provided, however, that no gas development unit shall exceed 640 acres, and no oil development unit shall exceed 160 acres, plus a tolerance of not more than 10% in any such gas or oil development unit. The right, power, and option herein granted Lessee shall be exercisable by Lessee's executing in writing, either before or after commencement of production, and recording in the office of the Register of Deeds in the county in which said lands are situated an instrument or instruments identifying and describing such development unit or units. In lieu of the royalties elsewhere herein specified, excepting shut-in royalty, Lessor shall receive on production from a development unit so formed only such portion of the royalty stipulated herein as the amount of his mineral interest on an acreage basis placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage so consolidated in the particular development unit involved. Nothing herein contained shall be construed to effect any transfer of any title to any leasehold, mineral, royalty, or other interest consolidated pursuant hereto. The commencement of a well, the completion of a well or of a dry hole, the operation of or production from a well or the resumption of drilling or reworking operations of a well on any development unit shall be considered for all purposes (except for royalty purposes) the same as if said well were located on or such drilling operations were conducted on or such production were being had from said lands. Lessee may terminate any consolidation effected pursuant hereto at any time the development unit formed by such consolidation is not producing and no drilling operations are being conducted thereon by executing and filing a written declaration of the termination of such consolidation in the office of the Register of Deeds of the county in which said lands are situated, provided that the consolidation of all interests not covered by this lease and comprising part of such development unit be also terminated in some effective manner.

11. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor to the full interest claimed; and all royalties and payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. In the event this lease shall be assigned as to a part or as to parts of said lands, and the assignee or assignees of any such part or parts shall fail or default in the payment of the proportionate part of the royalty or rental due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which Lessee or any assignee thereof shall make due payment of said royalty or rental. Any assignment or assignments by Lessee of all or any portion or portions of its interests hereunder shall relieve Lessee of all obligations hereunder with respect to the interest or interests so assigned, except obligations theretofore accrued.

12. If the said lands are now or shall hereafter be owned in severalty or in separate tracts, said lands shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the mineral acreage owned by each separate owner bears to the entire leased acreage; provided, however, if said lands consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of said lands is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of Lessee to offset wells on separate tracts into which said lands covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. Where the ownership of minerals under said lands shall be in varying percentages in any owner, such ownership shall be deemed not to be owned in severalty or in separate tracts and the royalties accruing hereunder to such owner from any development unit shall be determined solely on the basis of the percentage of the mineral ownership of such owner in the lands included in such development unit.

13. Lessor warrants and agrees to defend the title to said lands herein described and agrees to pay any and all taxes levied or assessed upon the mineral ownership in said lands, together with a percentage, computed on the basis of Lessor's royalty, of all severance, privilege, production and license taxes or other taxes or assessments levied or assessed on account of the production of oil or gas on or from said lands, and to pay all other taxes levied or assessed against said lands, whether the same are levied or assessed to Lessor or Lessee or otherwise, and Lessee is hereby authorized to pay all such taxes, levies and assessments on behalf of Lessor and to deduct the amount so paid from any royalties or moneys due Lessor hereunder. Lessor further agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against said lands, and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor, for himself and his heirs, successors, and assigns, hereby surrenders and releases all right of dower and homestead in said lands described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein.

14. If, within the primary term of this lease, production on said lands should cease, this lease shall not terminate if operations for the drilling of a new well or reworking operations on an old well are commenced on or before the next ensuing rental payment or if Lessee begins or resumes the payment of rentals in the same manner and in the same amount hereinbefore provided on or before the next ensuing rental payment date. If, after the expiration of the primary term hereof, production on said lands should cease from any cause, this lease shall not terminate if Lessee resumes drilling or reworking operations within 120 days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues. Such drilling or reworking operations on any portion of a gas or oil development unit formed under the terms of Paragraph 10 hereof shall, as to those of said lands as are included in such unit, be treated and shall have the same effect under the terms hereof as if operations were on said lands.

15. Lessee, at any time, may surrender this lease, or any part thereof, by delivering or mailing a release to Lessor, or by placing a release thereof of record in the county in which said lands are situated. In event of surrender of only a part of said lands, delay rentals shall be reduced proportionately.

16. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by any action or inaction of any governmental agency or body having jurisdiction or by any statute, rule, regulation or order thereof, or Act of God, adverse weather or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee. This lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. No portion of this lease shall be forfeited or cancelled for failure to perform in whole or in part any of its expressed or implied covenants or conditions until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants or conditions.

18. In case Lessor owns a less interest in said lands than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee. Rentals shall be adjusted proportionately at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of any change in ownership.

19. Lessor agrees to execute proper division orders, transfer orders and such other instruments as may be necessary to carry out the purposes of this lease.

20. This lease and all its terms and conditions shall extend to and be binding on all successors as of Lessor or Lessee.

IN WITNESS WHEREOF, this lease has been executed or has been caused to be executed by Lessor as of the day and year first above written.

Witness:

Verna Cole
Verna Cole
Myra R. Slack
Myra R. Slack

C and K Farms, A Copartnership
By: James R. Cole
James R. Cole, A Partner

STATE OF MICHIGAN)
) SS
COUNTY OF BRANCH)

The foregoing instrument was acknowledged before me this 25th day of August, 1983,
by James R. Cole, a partner of C and K Farms, A copartnership

Arza R. Slack
Arza R. Slack
Notary Public, Isabella County, Michigan
My commission expires May 27th, 1985
Acting in Branch County, Michigan

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

Notary Public, _____ County, _____
My commission expires _____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
President of _____
a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, _____
My commission expires _____

REC'D FOR RECORD
STATE OF MICHIGAN
BRANCH COUNTY

83 SEP 19 AM 10

Richard L. Morrison
REGISTER OF DEEDS

This instrument prepared by Arza R. Slack of 1101 S. Lincoln Rd, Mt. Pleasant, Michigan 48858

1995-01581

SHERWOOD /Branch

LEASE NO.

OIL AND GAS LEASE
PAID UP

AGREEMENT: Made and entered into the 17th day of January, 1995
by and between Marjorie L. Mowry, a widow

of 697 Ladyman Road, Sherwood, MI. 49089 hereinafter called lessor (whether one or more),
and WESTERN LAND SERVICES, INC., A MICHIGAN CORPORATION, OF PO BOX 110, LUBINGTON, MI 49431, hereinafter called lessee:

1. Whereas: That the said lessor, for and in consideration of \$10.00 Dollars and other valuable consideration, each in hand paid, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining, exploring and operating for oil and gas including the uses of the seismograph and other geophysical and geological methods, and of laying of pipe lines with the right to install and maintain lines to convey water, oil, steam, electricity, air and gas to, from, over, or across said premises, and of building (tanks, power stations, and structures thereon to produce, save and take care of said products, and further does hereby grant unto lessee to act as lessor's agent to enter into a unit plan for development of operations and to make a Declaration for lessor to effectuate such a unit plan vesting in the agent the authority to do for his principal any lawful act performed by the principal, all that certain tract of land situated in the

Township of Sherwood, County of Branch, State of Michigan

Township 5S, Range 8W

Section 27: The North 1/2 of the North East 1/4 lying North and West of the Railroad Right of Way; EXCEPT a Parcel 351 feet East and West by 248.21 feet North and South in the North West Corner thereof.

STATE OF MICHIGAN
Branch County
Recorded

03-27-1995 11:26:16

Linda Lee Morrison-Matheus
REGISTER OF DEEDS

of Section 27, Township 5S, Range 8W, and containing 37.30 acres, more or less, and including all mineral interests therein, contiguous or appurtenant to said described land and owned or claimed by said lessor, whether or not specifically described above, if this land is riparian to, bounds, or embraces within its boundaries a stream, lake or other body of water, then all of lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease.

2. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date, and as long thereafter as operations are conducted upon said land or upon a unit which includes all or part of said land with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to either term hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas.

3. In consideration of the premises the lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for each one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

To pay lessor one-eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline of a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead.

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

Lessor agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies, payable to lessor hereunder.

4. If any well, capable of producing oil and/or gas, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to market or re-cycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in lessee's judgment are uneconomical or otherwise unsatisfactory. For each well shut-in on the leased lands, or on lands pooled or communitized with all or part of the leased lands, lessee shall be obligated to pay or tender to lessor in the same manner provided for payment of delay rentals within 90 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$100 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on the leased lands. Lessee is not to be in any way liable for insufficient supply caused by the use of pumping stations, blowings of lines, or otherwise; and nothing herein shall prevent the lessee from abandoning any well or wells and rerouting the pipe therefrom. The lessee shall have the right to utilize all hydrocarbons produced from the premises, free of cost, for power, on this and adjoining premises, including but not limited to any waste or casinghead gas produced on the premises.

5. This lease is a paid up lease for the primary term and shall require no rental payments.

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

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessor's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than one hundred sixty (160) acres, more or less, and/or a gas development unit of not more than six hundred forty (640) acres, more or less, but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register of Deeds office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limit of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Assigned to Deed Energy of New York 732 page 99
Assigned to Deed Energy of New York 736 page 265
Assigned to Deed Energy of New York 746 page 791

Liber 00639 Page 0398

Assigned to Deed Energy of New York 650 page 382

5. For purposes of promoting the development of shallow hydrocarbon production, Lessee is granted the power to pool and unitize this lease into a development pooled unit of up to 2,560 acres. This grant shall only be effective if Lessee drills or has drilled no later than one (1) year from declaration of pooling, at least one well completed in a shallow formation (as hereinafter defined) for each 160 acres of the pooled unit. This special pooling grant is only effective as to shallow formations hereby defined as geologic formations from the surface to the top of the Trenton Limestone Formation. The pooled unit must consist of all contiguous acreage but may be any combination of governmental quarter-quarter sections with at least one common side. To utilize this pooling grant Lessee shall file with the Register of Deeds of the relevant county or counties a declaration of the exact description of the unit formed pursuant to this clause. Subject to fulfilling the above described drilling requirements, such declaration is all that is required to establish the pooled unit. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease. Lessor shall receive an hydrocarbon production (thus pooled) such proportion of the royalty stipulation herein reserved as the amount of Lessor's acreage placed in the unit bears to the total acreage so pooled in the particular declared unit, regardless of which well the production actually comes from. After one such unit has been declared, Lessee may add other lands in such unit up to the limit of 2,560 acres provided that such lands in turn have a well drilled and completed per each 160 acres.

10. Notwithstanding anything to the contrary herein contained or implied by law, all present and future laws and rules and regulations of any governmental agency pertaining to well spacing, use of material equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length, provided however that no government regulation shall be interpreted to require more wells than one (1) for each one hundred (100) acres for shallow hydrocarbon production as provided in and pursuant to Paragraph 8B of this lease. If drilling or other operations are delayed, hindered or prevented by any such laws, rules or regulations at the expiration of the primary term herein, the primary term shall extend for a period equal to the full term of such hindrance, delay or prevention and for a period of six (6) months thereafter.

11. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments of said rentals, however, the Lessee making due payments, shall, after notice, have 30 days to cure the default.

12. Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises or lands other than said leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

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

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the Lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

15. In the interest of conservation, the protection of reservoir pressures, or the recovery of the greatest ultimate yield of oil and gas, Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining, repressuring and re-cycling facilities, and for such purposes may locate such facilities, including shut wells, upon the leased premises.

16. At Lessee's option the primary term of this lease may be extended from five years to ten years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$ 5.00 per acre for the land then covered hereby, said bonus to be paid or tendered to Lessor by U.S. Mail at the above address.

17. If during the primary term of this lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessor, Lessee shall have the first right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor of said offer and shall terminate.

18.

IN TESTIMONY WHEREOF WE SIGN, This the 17th day of January, 1985.

Witness:
Leilah M. Bohner
Leilah M. Bohner
Raymond Bohner
Raymond Bohner

Marjorie L. Mowry
Marjorie L. Mowry
SS

Linda L. VanWormer
Linda L. VanWormer

NOTE: PLEASE HAVE TWO WITNESSES TYPE OR PRINT THEIR NAMES UNDER EACH SIGNATURE

STATE OF Michigan)
COUNTY OF Branch) SS. ACKNOWLEDGEMENT TO THE LEASE

On this 17th day of January, 1985, before me the undersigned a Notary Public in and for said county, in the State aforesaid personally appeared Marjorie L. Mowry, a widow

to me known as the person described in and who executed the foregoing instrument and acknowledged that she had executed the same as her free act and deed.

My Commission Expires March 22, 1989
Leilah M. Bohner
Leilah M. Bohner
In and For Hilledale County, State of Michigan
Acting in Branch County, State of Michigan

STATE OF _____)
COUNTY OF _____) SS. CORPORATE ACKNOWLEDGEMENT TO THE LEASE
Liber 00839 Page 0899

The foregoing instrument was acknowledged before me this _____ day of _____, 1985 by _____ of _____ Corporation, on behalf of said corporation.

My Commission Expires _____, 1985
In and For _____ County, State of _____
Acting in _____ County, State of _____

Prepared by: Leilah M. Bohner of PO BOX 110, Ludington, MI 49831

FORM 5-000182-2

Sherwood

WS-1981

1995-01582

STATE OF MICHIGAN
Branch County
Recorded

03-27-1995 11:26:24

Linda Lee Morrison-Mathews
REGISTER OF DEEDS

RATIFICATION OF LEASE

STATE OF Michigan

COUNTY OF Branch

WHEREAS, WESTERN LAND SERVICES, INC., herein called
"Lessee", is the owner and holder of the following described oil and gas lease:

Lease dated January 17, 1995, between _____

Marjorie L. Mowry, a widow, as lessor,

and WESTERN LAND SERVICES, INC., as lessee,

recorded in Volume 639, at Page 896 of the Register of Deeds

Records of Branch County, State of Michigan,

covering 37.30 acres of land, more or less, situated in said County,

as described and/or referred to in such lease, to wit:

Township 5S, Range 8W

Section 27: The North 1/2 of the North East 1/4 lying North and West of the
Railroad Right of Way; EXCEPT a Parcel 351 feet East and West by
248.21 feet North and South in the North West Corner thereof.

which lease, as ratified, amended, and/or supplemented heretofore, is referred
to herein as "said lease". This ratification also covers and includes all
other land, if any covered by said lease (whether or not described above).

THEREFORE, for valuable consideration paid to the undersigned by Lessee,
receipts of which is hereby acknowledged, the undersigned hereby ratify, adopt,
and confirm said lease and hereby grant, lease and let to lessee, his or its
heirs, successors and assigns the land covered by said lease, upon but subject
to the terms and conditions set out in said lease.

EXECUTED this 19th day of January, 1995.

WITNESSES:

Frederic G. Cisler
Frederic G. Cisler

Gayle L. Miller
Gayle L. Miller SS#

Leilah Bohner
Leilah Bohner

Liber 00639 Page 0900

ACKNOWLEDGEMENT

STATE OF Michigan

COUNTY OF Calhoun

The foregoing instrument was acknowledged before me this 19 day of January,
1995, by Gayle L. Miller, a single woman

Carol Lynn Randall Calhoun
Carol Lynn Randall Notary Public Calhoun County, MI

My Commission Expires: 10-11-98

INSTRUMENT PREPARED BY Leilah M. Bohner of Western Land Services, Inc.
Box 110, Ludington, MI 49431



20
①

NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
11/16/2006 09:39AM
PAGES: 3

Michigan Department of Treasury
3676 (8-01)

This form is issued under authority of
P.A. 260 of 2000. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property

This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural property. This form must be filed with the assessor of the local tax collecting unit and with the register of deeds for the county in which the qualified agricultural property is located.

1. Street Address of Property N 1/2 NE 1/4 Section 27, T 5 S, R 8 W		2. County Branch
3. City/Township/Village Where Real Estate is Located Sherwood		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village
4. Name of Property Owner(s) (Please Type or Print) Lyle Schmidt Farms, L.L.C.	5. Property ID Number (from Tax Bill or Assessment Notice) See Attached	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property 100%

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

Owner's Signature <i>Lyle Schmidt, Member</i>	Date 11-9-06	If signer is not an owner, print name and title Lyle Schmidt, Member
--	-----------------	---

NOTARIZATION (Necessary for Recording with Register of Deeds)

State of <u>Kentucky</u> County of <u>Campbell</u> Subscribed and sworn to before me this <u>November</u> day of <u>November</u> , <u>2006</u> By <u>Sherry L. Gabelman</u> Notary Signature <u>Sherry L. Gabelman</u> My commission expires <u>January 4, 2010</u>	Signed <u>Lyle Schmidt</u> Title <u>Member</u> Must be signed by owner, partner, corporate officer, or a duly authorized agent. Lewis, Reed & Allen, PC. Drafter's Name <u>James Marguardt</u> Drafter's Address <u>136 E. Michigan Ave</u> <u>Kalamazoo, MI 49007</u>
---	---

Do not write below this line -- for local government use only.

Is the percentage stated above in number 7 the current percentage of the property
that is qualified agricultural property? ☒ Yes ☐ No

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
----------------------	------

INSTRUCTIONS

This form must be filed by the person to whom qualified agricultural property is transferred to claim that the transfer is not a statutory transfer of ownership because the property will continue to be used as qualified agricultural property. This form must be filed with the local assessor in the township or city where the qualified agricultural property is located. This form must also be filed with the register of deeds for the county in which the qualified agricultural property is located.

EXCERPTS FROM MICHIGAN COMPILED LAWS (MCL)

Section 211.7dd. (e)

" 'Qualified agricultural property' means unoccupied property and related buildings classified as agricultural, or other unoccupied property and related buildings located on that property devoted primarily to agricultural use...Related buildings include a residence occupied by a person employed in or actively involved in the agricultural use and who has not claimed a homestead exemption on other property. Property used for commercial storage, commercial processing, commercial distribution, commercial marketing, or commercial shipping operations or other commercial or industrial purposes is not qualified agricultural property. A parcel of property is devoted primarily to agricultural use only if more than 50% of the parcel's acreage is devoted to agricultural use. An owner shall not receive an exemption for that portion of the total state equalized valuation of the property that is used for a commercial or industrial purpose or that is a residence that is not a related building."

Section 211.27a. (3)

"Upon a transfer of ownership of property after 1994, the property's taxable value for the calendar year following the year of the transfer is the property's state equalized valuation for the calendar year following the transfer."

Section 211.27a. (6)

"...[T]ransfer of ownership' means the conveyance of title to or a present interest in property, including the beneficial use of the property, the value of which is substantially equal to the value of the fee interest."

Section 211.27a. (7)(n)

"Transfer of ownership" does not include the following: "A transfer of qualified agricultural property, if the person to whom the qualified agricultural property is transferred files an affidavit with the assessor of the local tax collecting unit in which the qualified agricultural property is located and with the register of deeds for the county in which the qualified agricultural property is located attesting that the qualified agricultural property shall remain qualified agricultural property... An owner of qualified agricultural property shall inform a prospective buyer of that qualified agricultural property that the qualified agricultural property is subject to the recapture tax provided in the agricultural property recapture act, if the qualified agricultural property is converted by a change in use. If property ceases to be qualified agricultural property at any time after being transferred, all of the following shall occur:

- (i) The taxable value of that property shall be adjusted under subsection (3) as of the December 31 in the year that the property ceases to be qualified agricultural property.
- (ii) The property is subject to the recapture tax provided for under the agricultural property recapture act."

**EXHIBIT to AFFIDAVIT ATTESTING THAT
QUALIFIED AGRICULTURAL PROPERTY SHALL REMAIN
QUALIFIED AGRICULTURAL PROPERTY
(Lyle Schmidt Farms, Purchaser)**

Land situated in the Township of Sherwood, County of Branch, State of Michigan, and more particularly described as:

Parcel 1: Intentionally omitted.

Parcel 2: Intentionally omitted.

Parcel 3: The North half of the Northeast quarter of Section 27 in Town 5 South of Range 8 West, Sherwood, Branch County, Michigan EXCEPT right of way of the Railroad, and EXCEPTING land deeded to the Michigan Central Railroad by deed in Liber 271, Page 451 Branch County Register's Office. ALSO EXCEPTING THEREFROM the North half of the Northeast quarter lying South and East of railroad right of way, Section 27, Town 5 South, Range 8 West. ALSO EXCEPTING THEREFROM all that part of the Northwest 1/4 of the Northeast 1/4 of Section 27, Town 5 South, Range 8 West, Sherwood Township, Branch County, Michigan described as follows: Commencing at the North 1/4 corner of said Section 27, which is the point of beginning of this description, and running thence South 89E46'04" East, along the North line of said Section 351 feet, thence South 248.21 feet, thence North 89E46'04" West 351 feet, thence North along the 1/4 line, as monumented, 248.21 feet to the point of beginning.

Tax ID No. 010-027-200-001-00



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NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
03/05/2014 11:53AM
PAGES: 1

Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property		2. County Branch
3. City/Township/Village Where Real Estate is Located Sherwood Township <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
4. Name of Property Owner(s) (Print or Type) Lyle Schmidt Farms, LLC		5. Property ID Number (from Tax Bill or Assessment Notice) 010-027-200-001-00
6. Legal Description (Legal description is required; attach additional sheets if necessary) N 1/2 OF NE 1/4 LY N&W OF RR ROW EXC PAR 351 FT E&W BY 248.21 FT N&S IN NW COR SEC 27 T5S R8W		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%
8. Daytime Telephone Number (513) 232-9977		9. E-mail Address lyle@rivercountryorganicfoods.com

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed [Signature]
Name (Print or Type) Lyle Schmidt
Title Member

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Michigan
County of St. Joseph

Acknowledged before me this 5 day of March, 2014

By Lyle Schmidt
Notary Signature [Signature]
Name of Notary (Print or Type) Darlene Susan Ruden

Notary Public, State of Michigan,
County of St. Joseph
My commission expires: 12-23-2018
Acting in the County of St. Joseph

Drafter's Name Lyle Schmidt
Drafter's Address 24310 Clark Rd
Mendon, MI 49072

DARLENE SUSAN RUDEN
Notary Public, St. Joseph County, MI
My Commission Expires December 23, 2018

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)
If not, what is the correct percentage of the property that is currently qualified agricultural property?

Assessor's Signature	Date
----------------------	------

03-05-14 11:43 RCVD

Branch County Treasurer
Coldwater, MI 49826
I hereby certify that the taxes have been paid for
the five years preceding the date of sale instrument,
and that there are no Tax Liens or Taxes held by the
State for a period of five years prior to the date of
said instrument.
Sandra S. Threlk
Branch County Treasurer
EXCEPTION -
This certification being subject to any Homestead
Deduction, Unclaiming or change by the State of
Michigan and / or Local Unit.



STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
BRANCH COUNTY, MI
2006-05989 13 Jul 2006
00001282
\$ 407.00 C \$ 2775.00 S

NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
07/13/2006 11:04AM
PAGES: 1

WARRANTY DEED

The Grantor(s) TONY M WIEGEL and AMY L WIEGEL, husband and wife,
whose address is 11200 BURKE RD., DARLINGTON, WI. 53530
convey(s) and warrant(s) to EQUITY TRUST COMPANY CUSTODIAN FBO LYLE SCHMIDT IRA,
whose address is 400 HOMAN DRIVE, COLD SPRINGS, KY 41076
the following described premises situated in the TOWNSHIP OF SHERWOOD, COUNTY OF BRANCH, MICHIGAN:

TOWNSHIP OF SHERWOOD, COUNTY OF BRANCH, MICHIGAN:

- ② PARCEL 1: THE NORTH ¼ OF THE NORTHEAST ¼ LYING SOUTH AND EAST OF RAILROAD RIGHT OF WAY,
SECTION 27, TOWN 5 SOUTH, RANGE 8 WEST. 200-010-00
- ③ PARCEL 2: THE WEST ¼ OF THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWN 5 SOUTH, RANGE 8
WEST, EXCEPT THE PART LYING SOUTH OF THE SOUTH LINE OF MICHIGAN CENTRAL AIR LINE RAILROAD
RIGHT OF WAY; ALSO EXCEPT SAID RAILROAD RIGHT OF WAY; ALSO EXCEPT: COMMENCING AT THE
NORTH ¼ CORNER OF SAID SECTION 27 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID
SECTION, 664.47 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE BOUNDARY RUNS
THENCE WEST, ALONG SAID SECTION LINE, 230.74 FEET, THENCE SOUTH 1°54'30" WEST 392.63 FEET,
THENCE NORTH 60°33'27" EAST 281.59 FEET, THENCE NORTH 0°19'30" WEST 254 FEET TO THE POINT OF
BEGINNING AND POINT OF ENDING OF THIS DESCRIPTION; ALSO THE WEST ¼ OF THE NORTHWEST ¼
EXCEPT THE NORTH 170 FEET OF THE WEST 439 FEET THEREOF; ALL IN SECTION 27, TOWN 5 SOUTH,
RANGE 8 WEST.

TAX No. 010-027-100-010-00 & 010-027-200-010-00

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and
management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected
by the Michigan right to farm act.

The grantor grants to the grantee the right to make (100% of any available) division (s) under Section 108 of the land
division act. Act No. 288 of the Public Acts of 1967, as amended.

for the sum of \$370,000.00 (THREE HUNDRED SEVENTY THOUSAND AND NO/100)

subject to easements and building and use restriction of record and further subject to the rights of the current tenants, rights of the
public in any right of way, and all reservations and limitations of record, if any.

Dated this 29 day of June, 2006

Signed in presence of: Angela R. Lewin

Signed by:

Tony M Wiegel
TONY M WIEGEL
Amy L Wiegel
AMY L WIEGEL

State of Wisconsin
County of Lafayette

The foregoing instrument was acknowledged before me this 29 day of June, 2006, by
TONY M WIEGEL and AMY L WIEGEL, husband and wife.

Notary Public, Lafayette County,
Wisconsin
My commission expires: 01.13.08
Acting in the County of Lafayette

When Recorded Return To:

Patrick Abstract

Send Subsequent Tax Bills To:

Drafted By:
GARRETT MCNALLY
JONES LAW OFFICE

3

Received for Record this 3 day of May, A. D. 1945,
at 8:37 o'clock A.M.

W. Irving Cross and wife
TO

Consumers Power Co.

RIGHT OF WAY

Parcel No. 2

W. Irving Cross and Laurette Cross, his wife

first part ies, in consideration of One Dollar (\$1.00)
to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second
party, receipt of which is hereby acknowledged, CONVEY and WARRANT to the second party, its successors and assigns, Forever, the easement and
right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of
transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including
all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Sharwood
County of Branch and State of Michigan, to-wit:

All that part of the West three quarter (3/4) of the Northwest
one-quarter (1/4) of Section twenty seven (27) Township five (5)
South, Range Eight (8) West lying Northerly of the Michigan
Central Air Line Railroad Right of Way.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically de-
scribed as follows:

Second party may locate said route South of and not more
than three hundred fifty (350) feet from the center line of
the highway on the North side of said above described land;
also conveying the right to erect and maintain lines of
poles and wires leading laterally from said route to the
North line of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times
upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and
poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending
therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any
time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed
under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this
easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.
Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

Witness the hand, seal and scale of the parties of the first part, this 6th day of March, 1944.

Signed, Sealed and Delivered in Presence of

Oliver H. Shaw James H. Kline
Oliver H. Shaw James H. Kline

W. Irving Cross L.S.
W. Irving Cross L.S.
Laurette Cross L.S.
Laurette Cross L.S.
L.S.
L.S.

STATE OF MICHIGAN, ss.

COUNTY OF BRANCH,

On this 6th day of March, 1944, before me, a Notary Public of

Eaton

County, Michigan, acting in Branch County, personally appeared W. Irving Cross and Laurette

Cross

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
their free act and deed.

My commission expires March 28, 1947.

Notary Public, Eaton Co., Mich.

STATE OF

COUNTY OF

ss.

On this 6th day of March, 1944, before me, a Notary Public of

County, Michigan, acting in Eaton County, personally appeared

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
their free act and deed.

My commission expires

Notary Public,

NOMECO 1-78
77-820

283

OIL AND GAS LEASE

AGREEMENT, Entered into June 9th, 19 83, and effective as of October 31st, 19 83, betweenC and K Farms, A Copartnership
867 Girard Road
Sherwood, Michigan 49089

hereinafter called Lessor (whether one or more) and NORTHERN MICHIGAN EXPLORATION COMPANY, a Michigan corporation, of One Jackson Square, P. O. Box 1150, Jackson, Michigan 49204, hereinafter called Lessee.

WITNESSETH, that in consideration of the premises Lessee and Lessor covenant and agree:

1. Lessor, for and in consideration of Ten and More ~~-----~~ DOLLARS (\$ 10.00 ~~-----~~) in hand paid, receipt of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee the lands hereinafter described, whether now owned or hereafter acquired, (which lands are hereinafter referred to as "said lands") for the purposes of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, or either of them, including, but not as a limitation, casinghead gas, casinghead gasoline, gas condensate and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, roadways, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said lands, alone or conjointly with lands in the same general area, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being in the Township of Sherwood, County of Branch, Michigan, and described as follows, to-wit:

N $\frac{1}{2}$ of NE $\frac{1}{4}$ lying South and East of Railroad right of way. Also S $\frac{1}{2}$ of NE $\frac{1}{4}$ EXCEPT North of Michigan Central Railroad Right of Way.
The W $\frac{1}{2}$ of NW $\frac{1}{4}$, Also the E $\frac{1}{2}$ of NW $\frac{1}{4}$ lying Southeast of Michigan Central Railroad Right of Way. Also the W $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ EXCEPT that part lying Southeastly of the North line of Michigan Central Railroad Right of Way.

of Section 27, Township 5 South, Range 8 West, and containing 243.6 acres, more or less. It is the intention of Lessor to lease herein all lands and interests therein contiguous, adjoining, or appurtenant to said lands owned or claimed by Lessor, whether or not specifically described above.

2. Except as hereinafter provided, this lease shall remain in force for a primary term of five(5) years from the effective date hereof, and if Lessee shall commence operations for the drilling of a well within said primary term or any extension thereof, Lessee shall have the right to continue with reasonable diligence such drilling operations, and said term shall extend as long thereafter as oil and gas, or either of them, is or can be produced by Lessee from said land or from a communitized unit as hereinafter provided, and as long thereafter as Lessee is exercising any of the rights granted in Paragraph 14 hereof.

3. If operations for the drilling of a well for oil or gas are not commenced on said lands on or before October 31st, 19 84, this lease shall terminate as to both parties, unless Lessee on or before said date shall pay or tender to Lessor or for Lessor's credit in the pay direct to lessor ~~-----~~ Back at above address ~~-----~~, or its successors, which bank Lessor hereby designates as Lessor's agent, the sum of Two Hundred Forty Three and 60/100 ~~-----~~ DOLLARS (\$ 243.60 ~~-----~~), which shall operate as a rental and shall cover the privilege of deferring the commencement of drilling operations for twelve months from said date. In like manner and upon like payments or tenders the commencement of drilling operations may be deferred further for like periods of the same number of months successively. The payment herein referred to may be made in currency, draft, or check at the option of Lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to Lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. The consideration first recited herein covers not only the privilege granted to the date when the first rental is payable hereunder but also the Lessee's option of extending such period, and any and all other rights conferred herein.

4. (a) The Lessee shall deliver to the credit of Lessor, as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved by Lessee from leased premises, or, from time to time, at Lessee's option, pay Lessor for such one-eighth (1/8) royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline, or into storage tanks.

(b) The Lessee shall pay Lessor, as royalty, for gas, including casinghead gas, produced from any well on leased premises and used by Lessee off leased premises or in the manufacture of gasoline or any other product, one-eighth (1/8) of the prevailing market price of said gas, as such, at the mouth of the well. If such gas is sold by Lessee, then Lessee shall pay Lessor, as royalty, one-eighth (1/8) of the net amount realized by Lessee, computed at the mouth of the well.

(c) Where gas from a well or wells on said lands or on any acreage pooled or consolidated therewith capable of producing gas (or gas and condensate) only, is not sold or used for a period of one year, and there is no other producing gas or oil well or wells on said lands or on lands consolidated therewith as herein provided, Lessee shall pay or tender as royalty, the sum of One Dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one-year period, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under Paragraph 2 hereof.

5. Should the first well drilled on said lands be a dry hole, then, and in that event, if operations for the drilling of a second well are not commenced on said lands on or before the next ensuing rental date, this lease shall terminate as to both parties, unless Lessee on or before said next ensuing rental date shall resume the payment of rentals in the same amount and in the same manner as herein provided. Upon the resumption of the payment of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force as if there has been no interruption in the payment of rentals, and if Lessee shall commence operations for the drilling of a well within the term of this lease or any extension thereof, Lessee shall have the right to drill such well to completion with reasonable diligence, and if oil and gas, or either of them, is found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof; provided, that if drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or to furnish facilities for transportation, or as a result of some order, requisition, or necessity of the United States, the State of Michigan or any agency or political subdivision thereof, or as the result of any cause whatsoever beyond the control of Lessee, the primary term hereof shall be extended for a period of time equal to the total number of days elapsing during the entire period of such delay or interruption.

6. Lessee shall have the right to use, free of cost, water, oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease found on said lands for its operations thereon, except water from the wells of Lessor.

7. When required by Lessor, Lessee shall bury its pipelines below plow depth and shall pay for damages caused by its operations to growing crops on said lands.

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

9. Lessee shall have the right at any time during or after the expiration of this lease to remove all pipelines, machinery, fixtures, houses, buildings, and other structures placed on said lands, including the right to draw and to remove all casing.

10. Lessee is hereby expressly granted the right, power, and option (which Lessee may exercise at any time, or from time to time, either before or after production has been obtained on said lands or any lands consolidated therewith) to consolidate the leasehold estate granted by this lease, or any portion or portions thereof, as to all or any formation or horizon thereunder, with other leasehold estates, or portion or portions thereof, or formation or horizon thereunder, so as to form one or more development units when, in Lessee's judgment, it is advisable to do so to properly develop and operate said lands and such other lands in the immediate vicinity thereof in compliance with any spacing rules or orders prescribed by lawful authority applicable to the said lands and such adjoining lands, or when to do so would, in the judgment of Lessee, prevent economic waste or promote the conservation or increase the efficient and economical recovery of oil or gas or other hydrocarbons from said lands or such adjoining lands. Any development unit formed by such consolidation shall consist of leaseholds or portion or portions thereof in the same general area of such lands; provided, however, that no gas development unit shall exceed 640 acres, and no oil development unit shall exceed 160 acres, plus a tolerance of not more than 10% in any such gas or oil development unit. The right, power, and option herein granted Lessee shall be exercisable by Lessee's executing in writing, either before or after commencement of production, and recording in the office of the Register of Deeds in the county in which said lands are situated an instrument or instruments identifying and describing such development unit or units. In lieu of the royalties elsewhere herein specified, excepting shut-in royalty, Lessor shall receive on production from a development unit so formed only such portion of the royalty stipulated herein as the amount of his mineral interest on an acreage basis placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage so consolidated in the particular development unit involved. Nothing herein contained shall be construed to effect any transfer of any title to any leasehold, mineral, royalty, or other interest consolidated pursuant hereto. The commencement of a well, the completion of a well or of a dry hole, the operation of or production from a well or the resumption of drilling or reworking operations of a well on any development unit shall be considered for all purposes (except for royalty purposes) the same as if said well were located on or such drilling operations were conducted on or such production were being had from said lands. Lessee may terminate any consolidation effected pursuant hereto at any time the development unit formed by such consolidation is not producing and no drilling operations are being conducted thereon by executing and filing a written declaration of the termination of such consolidation in the office of the Register of Deeds of the county in which said lands are situated, provided that the consolidation of all interests not covered by this lease and comprising part of such development unit be also terminated in some effective manner.

11. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor to the full interest claimed; and all royalties and payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. In the event this lease shall be assigned as to a part or as to parts of said lands, and the assignee or assignees of any such part or parts shall fail or default in the payment of the proportionate part of the royalty or rental due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which Lessee or any assignee thereof shall make due payment of said royalty or rental. Any assignment or assignments by Lessee of all or any portion or portions of its interests hereunder shall relieve Lessee of all obligations hereunder with respect to the interest or interests so assigned, except obligations theretofore accrued.

12. If the said lands are now or shall hereafter be owned in severalty or in separate tracts, said lands shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the mineral acreage owned by each separate owner bears to the entire leased acreage; provided, however, if said lands consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of said lands is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of Lessee to offset wells on separate tracts into which said lands covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. Where the ownership of minerals under said lands shall be in varying percentages in any owner, such ownership shall be deemed not to be owned in severalty or in separate tracts and the royalties accruing hereunder to such owner from any development unit shall be determined solely on the basis of the percentage of the mineral ownership of such owner in the lands included in such development unit.

13. Lessor warrants and agrees to defend the title to said lands herein described and agrees to pay any and all taxes levied or assessed upon the mineral ownership in said lands, together with a percentage, computed on the basis of Lessor's royalty, of all severance, privilege, production and license taxes or other taxes or assessments levied or assessed on account of the production of oil or gas on or from said lands, and to pay all other taxes levied or assessed against said lands, whether the same are levied or assessed to Lessor or Lessee or otherwise, and Lessee is hereby authorized to pay all such taxes, levies and assessments on behalf of Lessor and to deduct the amount so paid from any royalties or moneys due Lessor hereunder. Lessor further agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against said lands, and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor, for himself and his heirs, successors, and assigns, hereby surrenders and releases all right of dower and homestead in said lands described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein.

14. If, within the primary term of this lease, production on said lands should cease, this lease shall not terminate if operations for the drilling of a new well or reworking operations on an old well are commenced on or before the next ensuing rental payment or if Lessee begins or resumes the payment of rentals in the same manner and in the same amount hereinbefore provided on or before the next ensuing rental payment date. If, after the expiration of the primary term hereof, production on said lands should cease from any cause, this lease shall not terminate if Lessee resumes drilling or reworking operations within 120 days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues. Such drilling or reworking operations on any portion of a gas or oil development unit formed under the terms of Paragraph 10 hereof shall, as to those of said lands as are included in such unit, be treated and shall have the same effect under the terms hereof as if operations were on said lands.

15. Lessee, at any time, may surrender this lease, or any part thereof, by delivering or mailing a release to Lessor, or by placing a release thereof of record in the county in which said lands are situated. In event of surrender of only a part of said lands, delay rentals shall be reduced proportionately.

16. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by any action or inaction of any governmental agency or body having jurisdiction or by any statute, rule, regulation or order thereof, or Act of God, adverse weather or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee. This lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. No portion of this lease shall be forfeited or cancelled for failure to perform in whole or in part any of its expressed or implied covenants or conditions until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants or conditions.

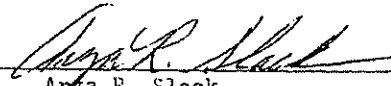

18. In case Lessor owns a less interest in said lands than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee. Rentals shall be adjusted proportionately at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of any change in ownership.

19. Lessor agrees to execute proper division orders, transfer orders and such other instruments as may be necessary to carry out the purposes of this lease.

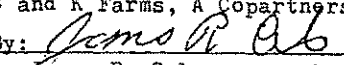
20. This lease and all its terms and conditions shall extend to and be binding on all successors as of Lessor or Lessee.

IN WITNESS WHEREOF, this lease has been executed or has been caused to be executed by Lessor as of the day and year first above written.

Witness:


Arda R. Slack

Bruce Kincaid

C and K Farms, A Copartnership

By: 
James R. Cole - a partner

STATE OF MICHIGAN)
) SS
COUNTY OF BRANCH)

The foregoing instrument was acknowledged before me this 9th day of June, 1983,
by James R. Cole, a partner of C and K Farms, a copartnership

Arza R. Slack
Arza R. Slack
Notary Public, Isabella County, Michigan
My commission expires May 27th, 1985
Acting in Branch County, Michigan

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

Notary Public, _____ County, _____
My commission expires _____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
President of _____
a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, _____
My commission expires _____

RECORDED FOR RECORD
STATE OF MICHIGAN
BRANCH COUNTY

83 AUG 8 11:05

Kindred L. Morrison
REGISTER OF DEEDS

This instrument prepared by Arza R. Slack of 1101 S. Lincoln Rd, Mt. Pleasant, Michigan 48858



NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
11/16/2006 09:39AM
PAGES: 3

25

2+3

Michigan Department of Treasury
3676 (8-01)

This form is issued under authority of
P.A. 280 of 2000. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property

This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural property. This form must be filed with the assessor of the local tax collecting unit and with the register of deeds for the county in which the qualified agricultural property is located.

1. Street Address of Property		2. County Branch
3. City/Township/Village Where Real Estate is Located Sherwood		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village
4. Name of Property Owner(s) (Please Type or Print) Equity Trust Company Custodian FBO Lyle Schmidt IRA		5. Property ID Number (from Tax Bill or Assessment Notice) See Attached
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property 100%

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

Owner's Signature <i>Equity Trust Co FBO</i> <i>Lyle Schmidt</i>	Date 11/9/06	If signer is not an owner, print name and title Lyle Schmidt,
---	-----------------	--

NOTARIZATION (Necessary for Recording with Register of Deeds)

State of Michigan
County of Campbell
Subscribed and sworn to before me this November
day of Nine, 2006
By Sherry L. Gabelman
Notary Signature Sherry L. Gabelman
My commission expires January 4, 2010

Signed Lyle Schmidt
Title Member
Must be signed by owner, partner, corporate
officer, or a duly authorized agent.
Drafter's Name Jamer Marguardt
Drafter's Address 136 E. Michigan Ave
Kalamazoo, MI 49007

Do not write below this line - for local government use only.

Is the percentage stated above in number 7 the current percentage of the property
that is qualified agricultural property? ☒ Yes ☐ No

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
----------------------	------

INSTRUCTIONS

This form must be filed by the person to whom qualified agricultural property is transferred to claim that the transfer is not a statutory transfer of ownership because the property will continue to be used as qualified agricultural property. This form must be filed with the local assessor in the township or city where the qualified agricultural property is located. This form must also be filed with the register of deeds for the county in which the qualified agricultural property is located.

EXCERPTS FROM MICHIGAN COMPILED LAWS (MCL)

Section 211.7dd. (e)

" 'Qualified agricultural property' means unoccupied property and related buildings classified as agricultural, or other unoccupied property and related buildings located on that property devoted primarily to agricultural use... Related buildings include a residence occupied by a person employed in or actively involved in the agricultural use and who has not claimed a homestead exemption on other property. Property used for commercial storage, commercial processing, commercial distribution, commercial marketing, or commercial shipping operations or other commercial or industrial purposes is not qualified agricultural property. A parcel of property is devoted primarily to agricultural use only if more than 50% of the parcel's acreage is devoted to agricultural use. An owner shall not receive an exemption for that portion of the total state equalized valuation of the property that is used for a commercial or industrial purpose or that is a residence that is not a related building."

Section 211.27a. (3)

"Upon a transfer of ownership of property after 1994, the property's taxable value for the calendar year following the year of the transfer is the property's state equalized valuation for the calendar year following the transfer."

Section 211.27a. (6)

"... '[T]ransfer of ownership' means the conveyance of title to or a present interest in property, including the beneficial use of the property, the value of which is substantially equal to the value of the fee interest."

Section 211.27a. (7)(n)

"Transfer of ownership" does not include the following: "A transfer of qualified agricultural property, if the person to whom the qualified agricultural property is transferred files an affidavit with the assessor of the local tax collecting unit in which the qualified agricultural property is located and with the register of deeds for the county in which the qualified agricultural property is located attesting that the qualified agricultural property shall remain qualified agricultural property... An owner of qualified agricultural property shall inform a prospective buyer of that qualified agricultural property that the qualified agricultural property is subject to the recapture tax provided in the agricultural property recapture act, if the qualified agricultural property is converted by a change in use. If property ceases to be qualified agricultural property at any time after being transferred, all of the following shall occur:

- (i) The taxable value of that property shall be adjusted under subsection (3) as of the December 31 in the year that the property ceases to be qualified agricultural property.
- (ii) The property is subject to the recapture tax provided for under the agricultural property recapture act."

**EXHIBIT to AFFIDAVIT ATTESTING THAT
QUALIFIED AGRICULTURAL PROPERTY SHALL REMAIN
QUALIFIED AGRICULTURAL PROPERTY
(Equity Trust Company Custodian FBO Lyle Schmidt, Purchaser)**

Land situated in the Township of Sherwood, County of Branch, State of Michigan, and more particularly described as:

Parcel 1: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying South and East of Railroad right of way, Section 27, Town 5 South, Range 8 West.

Tax Id No. 010-027-100-010-00

Parcel 2: The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 27, EXCEPT the part lying South of the South line of Michigan Central Air Line Railroad right of way; ALSO EXCEPT said railroad right of way; ALSO EXCEPT: commencing at the North 3 corner of said Section 27 and running thence West along the North line of said Section, 664.47 feet to the point of beginning of this description, the boundary runs thence West, along said Section line, 230.74 feet, thence South $1E54^{\circ}30'$ West 392.63 feet, thence North $60E33^{\circ}27'$ East 281.59 feet, thence North $0E19^{\circ}30'$ West 254 feet to the point of beginning and point of ending of this description; ALSO the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ except the North 170 feet of the West 439 feet thereof; all in Section 27, Town 5 South, Range 8 West, Sherwood Township, Branch County, Michigan.

Tax Id No. 010-027-200-010-00

G:\MMSchmidt Lyle\Lyle Schmidt Farms LLC\Crotser Wiegell Farm\Agricultural Affidavits\URA\Exhibit with Legal.wpd



17
NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
03/05/2014 11:53AM
PAGES: 2

Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property		2. County Branch
3. City/Township/Village Where Real Estate is Located Sherwood Township <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
4. Name of Property Owner(s) (Print or Type) Equity Trust Co. Custodian FBO Lyle Schmidt IRA		5. Property ID Number (from Tax Bill or Assessment Notice) 010-027-100-010-00/010-027-200-010-00
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%
8. Daytime Telephone Number (513) 232-9977		9. E-mail Address lyle@rivercountryorganicfoods.com

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed Lyle Schmidt
Name (Print or Type) Lyle E. Schmidt
Title Owner

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Michigan

County of Branch

Notarized before me this 5

Day of March 2014

By Lyle E. Schmidt

Notary Signature Darlene Susan Ruder

Name of Notary (Print or Type) Darlene Susan Ruder

Notary Public, State of Michigan,
County of Branch
My commission expires: 12-23-2018
Acting in the County of Branch

Drafter's Name Lyle Schmidt
Drafter's Address 24310 Clark Rd
Mendon, MI 49072

DARLENE SUSAN RUDER
Notary Public, St. Joseph County, MI
My Commission Expires December 23, 2018

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property?

Assessor's Signature	Date
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EXHIBIT TO AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY SHALL REMAIN
QUALIFIED AGRICULTURAL PROPERTY

LYLE SCHMIDT FARMS, LLC

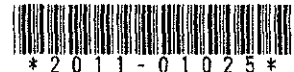
Tax ID 010-027-100-010-00

W ¼ OF TH NW ¼ EXC TH MCRR R/W & SE OF RR R/W ALSO EXC THE N 170 FT OF THE W 439 FT, ALSO
EXC BEG AT N ¼ POST, TH W 664.47 FT TO TRUE POB, TH W 230.74 FT, TH S 392.63 FT, TH N 60D 33' 27"
E 281.59 FT, TH N 254 FT TO POB SEC 27 T5S R8W L612 PG409

Tax ID 010-027-200-010-00

N 1/2, NE ¼ LY S&E OF RAILROAD ROW SEC 27 T5S R8W L612 PG409

Branch County Treasurer
Coldwater, MI 49823-2044
I hereby certify that the Taxes have been paid for
the five years preceding the date of sale instrument,
and that there are no Tax Liens or Taxes held by the
State for a period of five years prior to the date of
said instrument.
Sandra Hutchins
Branch County Treasurer
- EXCEPTION -
This certification being subject to any Homestead
Deed, Uncapping or change by the State of
Michigan and / or Local Unit.



NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
02/23/2011 02:55PM
PAGES: 2

WARRANTY DEED

Patrick Abstract and Title Office, Inc.
128 W. Main St; PO Box 157
Centreville, MI 49032
(269) 467-9885; (269) 467-9795 Fax



STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
BRANCH COUNTY, MI
2011-01025 23 Feb 2011
00005868
\$ 72.60 C \$ 495.00 S

The Grantor(s) PHILIP D. LAHR A MARRIED MAN AND ROBIN D LAHR A MARRIED WOMAN AS JOINT TENANTS WITH
FULL RIGHTS OF SURVIVORSHIP

whose address is 12740 S. MINGER ROAD, BATTLE CREEK, MI 49015

convey(s) and warrant(s) to EQUITY TRUST COMPANY CUSTODIAN FBO LYLE SCHMIDT IRA,

whose address is 225 BURNS ROAD, ELYRIA, OH 44035

the following described premises situated in the:

TOWNSHIP OF SHERWOOD, BRANCH COUNTY, STATE OF MICHIGAN:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5
SOUTH, RANGE 8 WEST LYING NORTH OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-
OF-WAY.

EXCEPT: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 27, TOWNSHIP 5
SOUTH, RANGE 8 WEST, DISTANT SOUTH 00°15'35" EAST, 1253.04 FEET FROM THE NORTH 1/4 POST OF SAID
SECTION 27; THENCE SOUTH 00°15'35" EAST, ALONG SAID NORTH AND SOUTH 1/4 LINE 345.75 FEET TO THE
NORTHERLY LINE OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY; THENCE
SOUTH 53°43'12" WEST, ALONG SAID RIGHT-OF-WAY, 450.66 FEET; THENCE NORTH 00°15'35" WEST, 610.77
FEET; THENCE NORTH 89°44'25" EAST, 364.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF MILLIGAN ROAD AND THE WEST LINE OF THE
EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST;
THENCE SOUTH ON SAID WEST LINE, 280 FEET TO THE CENTER OF A DRAINAGE DITCH; THENCE
NORTHEASTERLY ALONG SAID DITCH, UNTIL IT INTERSECTS MILLIGAN ROAD APPROXIMATELY 512
FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

The Grantor grants to the Grantee the right to make _____ of the available divisions under Section 108 of
the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and
management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected
by the Michigan right to farm act.


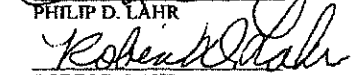
THIS DEED IS BEING EXECUTED PURSUANT TO A LAND CONTRACT RECORDED IN 2008-06785 ON
SEPTEMBER 22, 2008 IN BRANCH COUNTY RECORDS

for the sum of \$66,000.00 SIXTY SIX THOUSAND AND NO/100

subject to easements and building and use restriction of record and further subject to

Dated this 9th day of JULY, 20 10.

Signed by:


PHILIP D. LAHR

ROBIN D. LAHR

State of Michigan.
County of

The foregoing instrument was acknowledged before me this 9th day of July, 20 10, by
PHILIP D. LAHR A MARRIED MAN AND ROBIN D LAHR A MARRIED WOMAN AS JOINT TENANTS WITH FULL RIGHTS OF
SURVIVORSHIP

Notary Public, Calhoun County,
Michigan

My commission expires: MAY 18, 2012
Acting in the County of Calhoun


LISA A. WALKER
NOTARY PUBLIC, CALHOUN COUNTY, MI
ACTING IN THE COUNTY OF CALHOUN
My Commission Expires MAY 18, 2012

When Recorded Return To:

Send Subsequent Tax Bills To:
Grantee

225 BURNS ROAD
ELYRIA, OH 44035

Drafted By:
Attorney Garrett T. McNally
JONES LAW OFFICE
120 W. Main St; Box 187
Marcellus, MI 49067
(269) 646-5511; (269) 646-2051 Fax
NO OPINION OF TITLE RENDERED

Tax Parcel # 12-010-027-100-015-00

Recording Fee \$

Transfer Tax



NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
10/06/2008 10:34AM
PAGES: 2

Michigan Department of Treasury
3878 (Rev. 1-08)

This form is issued under authority
P.A. 280 of 2000. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property

This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property continue to be qualified agricultural property. This form must be filed with the register of deeds for the county in which qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property located.

1. Street Address of Property <u>Locke Road</u>		2. County <u>Branch</u>
3. City/Township/Village Where Real Estate is Located <u>Sherwood Twp</u>		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village
4. Name of Property Owner(s) (Please Type or Print) <u>Equity Trust Company Custodian FBO</u> <u>Lyle Schmidt IRA</u>		5. Property ID Number (from Tax Bill or Assessment Notice) <u>12-010-027-100-015-99</u>
6. Legal Description (Legal description is required; attach additional sheets if necessary) <u>See Attached</u>		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property <u>100%</u>

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information on this affidavit is true and correct to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

X Signed [Signature]
By [Signature]
Name (Print or Type) 225 Purins Road - Elyria, OH 44036
Title (owner)
Must be signed by owner, partner, corporate officer, or a duly authorized agent.
State of Ohio
County of Lorain
Acknowledged before me this 12, September
day of 2008
By [Signature]
Notary Signature [Signature]
Name of Notary (Print or Type) Allison Woodward

Notary Public, State of Ohio
County of Lorain
My commission expires: 10-01-12
Acting in the County of Lorain

Drafter's Name Lyle E. Schmidt
Drafter's Address 7605 Brill Rd
Cincinnati, OH 45241



ALLISON WOODWARD
Notary Public, State of Ohio
My Commission Expires
10-01-12

Do not write below this line - for local government use only

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No
If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
----------------------	------

10-30-08A10122 RCVD

**AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY
SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY**

12-010-027-100-015-99

SITUATED IN THE TOWNSHIP OF SHERWOOD, BRANCH COUNTY, STATE OF MICHIGAN:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST LYING NORTH OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY

EXCEPT: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, DISTANT SOUTH 00°15'35" EAST, 1253.04 FEET FROM THE NORTH 1/4 POST OF SAID SECTION 27; THENCE SOUTH 00°15'35" EAST, ALONG SAID NORTH AND SOUTH 1/4 LINE 345.75 FEET TO THE NORTHERLY LINE OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY; THENCE SOUTH 53°43'12" WEST, ALONG SAID RIGHT-OF-WAY, 450.66 FEET; THENCE NORTH 00°15'35" WEST, 610.77 FEET; THENCE NORTH 89°44'25" EAST, 364.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF MILLIGAN ROAD AND THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST; THENCE SOUTH ON SAID WEST LINE, 280 FEET TO THE CENTER OF A DRAINAGE DITCH; THENCE NORTHEASTERLY ALONG SAID DITCH, UNTIL IT INTERSECTS MILLIGAN ROAD APPROXIMATELY 512 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.



NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
03/10/2011 11:25AM
PAGES: 2

Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of
2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property Milligan Road		2. County Branch
3. City/Township/Village Where Real Estate is Located Sherwood <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
4. Name of Property Owner(s) (Print or Type) Equity Trust Company/FBO Lyle Schmidt IRA Canadian		5. Property ID Number (from Tax Bill or Assessment Notice) 12-010-027-100-015-99
6. Legal Description (Legal description is required; attach additional sheets if necessary) Attached Exhibit "A"		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100 %
8. Daytime Telephone Number (513) 232-9977		9. E-mail Address lyle@RiverCountryOrganicFoods.com

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural, or qualified forest property.

Signed
Name (Print or Type) **Michael Dea**
Title **President**

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Ohio
County of Lorain

Acknowledged before me this 1st
day of February March, 2011

By Michael Dea, President

Notary Signature

Name of Notary (Print or Type) Paula Neuhoff

Notary Public, State of Michigan,

County of _____

My commission expires: _____

Acting in the County of _____

Drafter's Name Lyle Schmidt

Drafter's Address 7605 Brill Road

Cincinnati, OH 45243

PAULA NEUHOFF
Notary Public, State of Ohio

My Commission Expires October 7, 2015

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
----------------------	------

03-10-11A09155 RCYD

EXHIBIT "A"

SITUATED IN THE TOWNSHIP OF SHERWOOD, BRANCH COUNTY, STATE OF MICHIGAN:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST LYING NORTH OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY.

EXCEPT: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST, DISTANT SOUTH 00°15'35" EAST, 1253.04 FEET FROM THE NORTH 1/4 POST OF SAID SECTION 27; THENCE SOUTH 00°15'35" EAST, ALONG SAID NORTH AND SOUTH 1/4 LINE 345.75 FEET TO THE NORTHERLY LINE OF THE FORMER MICHIGAN AIR LINE RAILROAD COMPANY RIGHT-OF-WAY; THENCE SOUTH 53°43'12" WEST, ALONG SAID RIGHT-OF-WAY, 450.66 FEET; THENCE NORTH 00°15'35" WEST, 610.77 FEET; THENCE NORTH 89°44'25" EAST, 364.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF MILLIGAN ROAD AND THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 8 WEST; THENCE SOUTH ON SAID WEST LINE, 280 FEET TO THE CENTER OF A DRAINAGE DITCH; THENCE NORTHEASTERLY ALONG SAID DITCH, UNTIL IT INTERSECTS MILLIGAN ROAD APPROXIMATELY 512 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

32-
① 12

STATE OF MICHIGAN
BRANCH COUNTY
RECORDED

010925

2004 NOV 12 AM 11:36

LINDA LEE
MORRISON-MATHEWS
REGISTER OF DEEDS

MICHIGAN OPEN-END MORTGAGE
THIS IS A FUTURE ADVANCE MORTGAGE

No. 7592820300

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$1,850,000.00

This Mortgage, dated November 9, 2004, is by TONY M WIEGEL and AMY L WIEGEL, husband and wife

(after this called "Mortgagors" whether one or more) whose mailing address is
11200 BURKE ROAD DARLINGTON Wisconsin 53530-0000
to GreenStone Farm Credit Services, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is
1760 Abbey Road, Suite 200, East Lansing, Michigan 48823.

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in ST JOSEPH County, BRANCH County and KALAMAZOO County, Michigan, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises".

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$1,850,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 1 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)"), as follows:

<u>Date of Note/Supp. Loan Agreement</u>	<u>Face Amount (\$)</u>	<u>Maturity Date</u>
November 9, 2004	1,850,000.00	May 1, 2035

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed \$1,850,000.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

M - REC'D
E

Liber 01049 Page 0993

released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the filing of a petition by or against any of the Mortgagors under the provisions of any state insolvency law or the Bankruptcy Reform Act of 1978, as amended; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both; (b) Sell the premises at public auction and execute to the purchaser(s), deeds of conveyance in accordance with the statutes; (c) At any sale held pursuant to this power of sale or pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Tax Refunds.** Mortgagors give Mortgagee a security interest in all existing and future tax refunds for the premises under the Michigan Farmland and Open Space Preservation Act to secure the payment of all property taxes and associated interest, penalties and fees on the premises. Mortgagors agree to execute and deliver any documents requested by Mortgagee to evidence and perfect this security interest.

17. **Land Contracts.** Mortgagors agree to perform all obligations and timely make all payments required under any existing or future land contracts on all or any part of the premises. If Mortgagors default in any such land contract, Mortgagee on behalf of Mortgagors, may pay all amounts owing and remedy any default under the contract. All amounts paid and expenses incurred by Mortgagee in doing so shall be added to the Indebtedness.

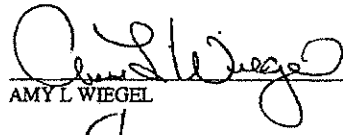
18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

19. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

20. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

21. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Michigan.


TONY M WIEGEL


AMY L WIEGEL

Liber 01049 Page 0995

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss. (Individual)
COUNTY OF ST. JOSEPH)

On November 9, 2004, before me personally appeared TONY M WIEGEL and AMY L WIEGEL, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Wanda L. Mears
Wanda L. Mears, Notary Public
St. Joseph County, Michigan
My commission expires 6/22/06
Acting in St. Joseph County, Michigan

STATE OF MICHIGAN)
) ss. (Individual)
COUNTY OF _____)

On _____, 20____, before me personally appeared _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
_____, County, Michigan
My commission expires _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
) ss. (Trust)
COUNTY OF _____)

On _____, 20____, before me personally appeared _____
_____ as Trustee of the _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
_____, County, Michigan
My commission expires _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
) ss. (Corporation)
COUNTY OF _____)

On _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of _____ a
Michigan Corporation, and who executed the foregoing instrument as the free act and deed of the corporation.

_____, Notary Public
_____, County, Michigan
My commission expires _____
Acting in _____ County, Michigan

EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT

No. 7592820300

The real estate in St Joseph County, Branch County and Kalamazoo County, Michigan, referred to in the Mortgage or Deed of Trust dated November 9, 2004, executed by TONY M WIEGEL and AMY L WIEGEL, husband and wife as Mortgagors/Grantors, to GreenStone Farm Credit Services, FLCA, as Mortgage/Beneficiary, is described as follows:

ST. JOSEPH COUNTY PROPERTY:

Township of Mendon, St. Joseph County, Michigan:

Parcel 1: The East 1/2 of the Southeast 1/4 of Section 21, Except 18 acres off the East side; Also the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 21, Township 5 South, Range 10 West.

Parcel 2: That part of the East 1/2 of the Southeast fractional 1/4 of Section 32, Township 5 South, Range 10 West, Lying North of the Recorded Plat of Riverlane, Except the South 4 rods.

Township of Nottawa, St. Joseph County, Michigan:

Parcel 3: The North fractional 1/2 of the Northeast 1/4 of Section 3, Township 6 South, Range 10 West, excepting and reserving 8.88 acres in square form in the Northeast corner thereof, Also excepting; A strip 50 feet in width off and from the West side thereof; the same being railroad right of way of former Grand Rapids and Indiana Railroad, now a part of the Pennsylvania System. Also Excepting; A strip 8 rods wide off the South side thereof.

Parcel 4: 8 Acre Parcel - Parcel 8 rods in width off the South side of the North 1/2 of the Northeast fractional 1/4, Section 3, Township 6 South, Range 10 West.

Parcel 5: The North 30 acres of the East 1/2 of the Southeast 1/4 of Section 3, Township 6 South, Range 10 West.

Parcel 6: The South 1/2 of the Northeast fractional 1/4 of Section 3, Excepting railroad right of way, in Township 6 South, Range 10 West.

Parcel 7: The North 60 acres of the Southwest 1/4 of Section 2, Township 6 South, Range 10 West, Also, the South 1/2 of the Northwest 1/4 of Section 2, Township 6 South, Range 10 West.

Parcel 8: Commencing at the Northeast corner of Section 4, thence South 26.04 chains, thence West 20.475 chains, thence North 25.90 chains to the Township line, thence East to the point of beginning, all in Township 6 South, Range 10 West.

Township of Mendon, St. Joseph County, Michigan:

Parcel 9: The South 1/2 of the South 1/2 of Section 33, lying East of the St. Joseph River; except two 3 1/2 acre parcels off the West side and except the Island in the East 1/4 of the Southwest 1/4 of Section 33, And Except 1 1/2 acres West of the highway, all in Township 5 South, Range 10 West.

Parcel 10: The South 32.42 acres of the West 77.25 acres of the Southwest 1/4 of Section 34, Except 1 acre in the Southwest corner, 8 rods North and South by 20 rods East and West, all in Township 5 South, Range 10 West.

KALAMAZOO COUNTY PROPERTY:

Township of Wakeshma, County of Kalamazoo, Michigan;

The East 1/2 of the Northeast 1/4 of Section 36, Township 4 South, Range 9 West, Except the North 440 feet of the West 640 feet and Also Excepting the South 260 feet of the West 390 feet.

BRANCH COUNTY PROPERTY:

Desc. 1: Township of Sherwood, County of Branch, Michigan:

The North 1/2 of the Northeast 1/4 of Section 27, Town 5 South, Range 8 West, Except right of way of the railroad, and excepting land deeded to the Michigan Central Railroad by deed in Liber 271, Page 451, Branch County, Register's Office. Also Excepting therefrom the North 1/2 of the Northeast 1/4 lying South and East of Railroad right of way, Section 27, Town 5 South, Range 8 West. Also Excepting therefrom all that part of the Northwest 1/4 of the Northeast 1/4 of Section 27, Town 5 South, Range 8 West, described as follows: Commencing at the North 1/4 corner of said Section 27, which is the point of beginning of this description, and running thence South 89°46'04" East, along the North line of said Section 351 feet, thence South 248.21 feet, thence North 89°46'04" West 351 feet, thence North along the 1/4 line, as monumented, 248.21 feet to the point of beginning. (1)

Desc. 2: Township of Sherwood, County of Branch, Michigan:

2 Parcel 1: The North 1/2 of the Northeast 1/4 lying South and East of Railroad right of way, Section 27, Town 5 South, Range 8 West.

4 Parcel 2: The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 27, Town 5 South, Range 8 West, Except the part lying South of the South line of Michigan Central Air Line Railroad right of way; Also Except said Railroad right of way; Also Except; Commencing at the North 1/4 corner of said Section 27 and running thence West along the North line of said Section, 664.47 feet to the point of beginning of this description, the boundary runs thence West, along said Section line, 230.74 feet, thence South 1°54'30" West 392.63 feet, thence North 60°33'27" East 281.59 feet, thence North 0°19'30" West 254 feet to the point of beginning and point of ending of this description; Also the West 1/2 of the Northwest 1/4 Except the North 170 feet of the West 439 feet thereof; all in Section 27, Town 5 South, Range 8 West.

Subject to existing easements, highways and restrictions of record.

Mortgagors (Debtors) hereby further grant to Mortgagee (Secured Party) a security interest, as security for the payment of all indebtedness of the Mortgagors (Debtors) to Mortgagee (Secured Party) in certain property generally described as: all irrigation equipment, including but not limited to, pumps, gear head, power units, water distribution and sprinkler systems, fertilizer and chemical injection systems, electrical systems and controls with replacements, additions and similar equipment hereafter acquired, located on and affixed to the above described real estate located in St. Joseph County, Kalamazoo County and Branch County, Michigan.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above-described items. In case of default, the Mortgagee (Secured Party) shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security liened to it, either concurrently or separately, in any manner it may elect.

75-010-021-000-009-00
75-010-032-000-007-00
75-012-003-000-003-00
75-012-003-000-005-00
75-012-003-000-010-00
75-012-003-000-006-00
75-012-002-000-006-00
75-012-002-000-007-00
75-012-004-000-001-00
75010-033-000-012-00
75-010-034-000-008-00
3916-36-226-020
010-027-200-001-00
010-027-100-010-00
010-027-200-010-00

Liber 01049 Page 0999



17-
NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
07/13/2006 11:01AM
PAGES: 2

PARTIAL RELEASE OF MORTGAGE

GreenStone Farm Credit Services, FLCA, a federally chartered corporation, CERTIFIES that a parcel of land in the County of Branch , State of Michigan, described as follows:

See Attached Exhibit "A"

is hereby released from the lien of a mortgage dated November 9, 2004, executed by Tony M. Wiegel and Amy L. Wiegel, husband and wife to GreenStone Farm Credit Services, FLCA, and recorded in the office of Register of Deeds in said county in Liber 01049, Page 0993 or as Document # . The Register of Deeds is authorized to discharge the premises aforesaid from the lien of this mortgage upon the record thereof. It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises hereinabove described.

IN WITNESS WHEREOF, The undersigned has caused this instrument to be signed by its Senior Financial Services Officer this 31st day of May, 2006.

GreenStone Farm Credit Services, FLCA

By: Lee A. Rodgers
Lee A. Rodgers, Senior Financial Services Officer

STATE OF MICHIGAN)
)ss. Acknowledged before me, a Notary Public, on the 31st day of May, 2006, by Lee A. Rodgers,
County of Kalamazoo) Senior Financial Services Officer of GreenStone Farm Credit Services, FLCA, a federally
) chartered corporation, as the free act and deed of the corporation.

Wanda L. Mears
Wanda L. Mears, Notary Public
St. Joseph County acting in Kalamazoo County, Michigan
My Commission Expires 6/22/2006

Drafted By:
GreenStone FCS-Wanda Mears
P.O. Box 637
Schoolcraft, MI 49087

Branch 45
Loan # 7592820300

Return to:
GreenStone FCSt
P.O. Box 637
Schoolcraft, MI 49087

GS335 (9/2000) FLCA Partial Release of Mortgage

PAT
2

Exhibit A: Legal Description

Township of Sherwood, County of Branch, Michigan

3
Parcel 2: The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 27, Town 5 South, Range 8 West, Except the part lying South of the South line of Michigan Central Air Line Railroad right of way; Also Except said Railroad right of way; Also Except; Commencing at the North 1/4 corner of said Section 27 and running thence West along the North line of said Section, 664.47 feet to the point of beginning of this description, the boundary runs thence West, along said Section line, 230.74 feet, thence South 1°54'30" West 392.63 feet, thence North 60°33'27" East 281.59 feet, thence North 0°19'30" West 254 feet to the point of beginning and point of ending of this description; Also the West 1/2 of the Northwest 1/4 Except the North 170 feet of the West 439 feet thereof; all in Section 27, Town 5 South, Range 8 West.

GS335 (9/2000) FLCA Partial Release of Mortgage



* 2 0 1 0 - 0 7 5 4 1 *

NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
12/15/2010 11:10AM
PAGES: 2

Space Above is for Recording Information

PARTIAL RELEASE OF MORTGAGE / DEED OF TRUST

BGM550 (09/10)

Drafted By: Pamela Sommerfeld, GreenStone FCS
225 W. Lyon St
Schoolcraft, MI 49087
269-679-5296

Return To: GreenStone Farm Credit Services
Attn: Pamela Sommerfeld
225 W. Lyon St
Schoolcraft, MI 49087

Loan No: 7592820300

GreenStone Farm Credit Services, FLCA (Mortgagee), a federally chartered corporation, whose address is 3515 West Rd., East Lansing, MI 48823, CERTIFIES that a parcel of land in the County of Branch and State of Michigan described as follows:

All that part of the Northeast 1/4 of Section 3, T6S, R10W, Nottawa Township, St. Joseph County, Michigan, described as follows: Commencing at the Northwest corner of said Section 3 and running thence East, along the Township line, 2685.51 feet to the point of beginning of this description; the boundary runs thence East, along the Township line, 250.00 feet; thence S 00°00' 49" W 350.00 feet to a capped rebar set; thence S 42° 09'35" W 372.57 feet to a capped rebar set; thence N 00°00'49" E, along the East right of way line of the abandoned railroad, 626.17 feet to the point of beginning. This parcel contains 2.801 acres, more or less.

Subject to existing highways, easements and right of way of record.

is hereby released from the lien of a mortgage/deed of trust dated November 09, 2004 executed by Tony M. Wiegel and Amy L. Wiegel, Husband and Wife to and recorded in the office of the Register of Deeds/County Recorder/Registrar of Titles in said County in Book - Liber 1049 on Page 993 or Document, Microfilm, or other Identifying No. . The Register of Deeds/County Recorder/Registrar is authorized to discharge the aforesaid from the lien of this mortgage/deed of trust upon the record thereof.

Dated: December 10, 2010

An electronic reproduction of this fully-executed document shall be as valid as the original.

MORTGAGEE: GreenStone Farm Credit Services, FLCA

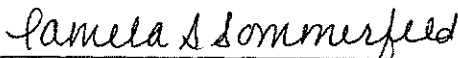
By: [Signature]
Name: Lee A. Rodgers
Title: Senior Financial Services Officer

12-15-10A10:09 RCVD

AF-SS
E

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

On December 10, 2010, before me personally appeared, Lee A. Rodgers, to me personally well known, who stated that he/she is the Senior Financial Services Officer of GreenStone Farm Credit Services, FLCA, a corporation, and is duly authorized to execute the foregoing instrument on behalf of said corporation, and further acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned.



Pamela S. Sommerfeld, Notary Public
Kalamazoo County, Michigan
My Commission Expires December 11, 2012
Acting in Kalamazoo County, MICHIGAN



NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
03/24/2006 11:05AM
PAGES: 8

①
213

AFFIDAVIT OF LOST DOCUMENT

STATE OF MI)
COUNTY OF BRANCH) ss
)

The undersigned Affiant, Cari Adams, being first duly sworn, deposes and states as follows:

1. That the Affiant is an Escrow Agent of Chicago Title and is familiar with certain facts regarding the following described property.

Land in the Township of Sherwood, County of Branch, State of MI, described to wit:

See Description Disclosed in Mortgage

2. That on August 1, 2005 a Future Advance Mortgage was executed by Tony M. Wiegel and Amy L. Wiegel as Mortgagor conveying to GreenStone Farm Credit Services, FLCA, as Mortgagee. A copy of the Future Advance Mortgage is attached hereto and incorporated by reference.
3. That said Future Advance Mortgage has been lost, misplaced or destroyed and has never been recorded.
4. After diligent search and inquiry the original Future Advance Mortgage cannot be found.
5. That this Affidavit is being given to evidence the interest of GreenStone Farm Credit Services, FLCA as Mortgagee.
6. That this Affidavit is being executed and will be recorded pursuant to MSA 26.731(a), and it is the intent to have this Affidavit and copy of Future Advance Mortgage to be treated as a true Future Advance Mortgage.

3/7/2006
Dated: August 1, 2005.

AFFIANT:

By: Cari Adams

Cari Adams

STATE OF MI)
COUNTY OF St. Joseph)

I, Catherine A. Smith, a Notary Public of the County and the State first written above, do hereby certify that Cari Adams personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7 day of March, 2006

Catherine A. Smith
Notary Public _____
County, acting in the County of _____
My commission expires _____

(Seal)

CATHERINE A. SMITH
Notary Public, State of Michigan
County of St. Joseph
My Commission Expires Dec. 4, 2012
Acting in the County of St. Joseph

Drafted by:
C. Adams
Chicago Title
941 West Milham
Portage, MI 49024

Mail After Recording To:
C. Adams
Chicago Title
941 West Milham
Portage, MI 49024

File No.: 390371433

CTS

**MICHIGAN OPEN-END MORTGAGE
THIS IS A FUTURE ADVANCE MORTGAGE**

No. 7614764900

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$2,300,000.00

This Mortgage, dated August 1, 2005, is by Tony M. Wlegel and Amy L. Wlegel, husband and wife

(after this called "Mortgagors" whether one or more) whose mailing address is 11200 Burke Rd., Darlington, WI 53530

to GreenStone Farm Credit Services, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is 1760 Abbey Road, Suite 200, East Lansing, Michigan 48823.

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in Kalamazoo, Branch and St. Joseph County, Michigan, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises".

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$2,010,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by two (2) promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)"), as follows:

<u>Date of Note/Supp. Loan Agreement</u>	<u>Face Amount (\$)</u>	<u>Maturity Date</u>
August 1, 2005	160,000.00	May 1, 2035
November 9, 2004	1,850,000.00	May 1, 2035

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed \$2,300,000.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the filing of a petition by or against any of the Mortgagors under the provisions of any state insolvency law or the Bankruptcy Reform Act of 1978, as amended; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both; (b) Sell the premises at public auction and execute to the purchaser(s), deeds of conveyance in accordance with the statutes; (c) At any sale held pursuant to this power of sale or pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Tax Refunds.** Mortgagors give Mortgagee a security interest in all existing and future tax refunds for the premises under the Michigan Farmland and Open Space Preservation Act to secure the payment of all property taxes and associated interest, penalties and fees on the premises. Mortgagors agree to execute and deliver any documents requested by Mortgagee to evidence and perfect this security interest.

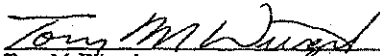
17. **Land Contracts.** Mortgagors agree to perform all obligations and timely make all payments required under any existing or future land contracts on all or any part of the premises. If Mortgagors default in any such land contract, Mortgagee on behalf of Mortgagors, may pay all amounts owing and remedy any default under the contract. All amounts paid and expenses incurred by Mortgagee in doing so shall be added to the Indebtedness.

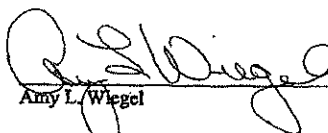
18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

19. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

20. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

21. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Michigan.


Tony M. Wiegand


Amy L. Wiegand

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
COUNTY OF Kalamazoo) ss. (Individual)

On August 1, 2005, before me personally appeared Tony M. Wiegel and Amy L. Wiegel, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

CARI HOLMES
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires July 20, 2011
Acting in the County of Kalamazoo

Cari Holmes, Notary Public
County, Michigan
My commission expires _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
COUNTY OF _____) ss. (Individual)

On _____, 20____, before me personally appeared _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
County, Michigan
My commission expires _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
COUNTY OF _____) ss. (Trust)

On _____, 20____, before me personally appeared _____
as Trustee of the _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
County, Michigan
My commission expires _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
COUNTY OF _____) ss. (Corporation)

On _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of _____ a Michigan Corporation, and who executed the foregoing instrument as the free act and deed of the corporation.

_____, Notary Public
County, Michigan
My commission expires _____
Acting in _____ County, Michigan

**EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT**

No. 7614764900

The real estate in Kalamazoo, Branch and St. Joseph County, Michigan, referred to in the Mortgage or Deed of Trust dated August 1, 2005, executed by Tony M. Wiegel and Amy L. Wiegel, husband and wife as Mortgagors/Grantors, to GreenStone Farm Credit Services, FLCA, as Mortgagee/Beneficiary, is described as follows:

Land situated in the Township of Prairie Ronde, Kalamazoo County, State of Michigan, described as follows:

The Southeast Quarter of Section 34, Town 4 South, Range 12 West, except the East 330 feet of the North 660 feet thereof. Also except the West 427 feet of the North 1434.08 feet thereof.

And also additional collateral described as:

ST. JOSEPH COUNTY PROPERTY:

Township of Mendon, St. Joseph County, Michigan:

Parcel 2: That part of the East $\frac{1}{4}$ of the Southeast fractional $\frac{1}{4}$ of Section 32, Township 5 South, Range 10 West, Lying North of the Recorded Plat of Riverlane, Except the South 4 rods.

Township of Nottawa, St. Joseph County, Michigan:

Parcel 3: The North fractional $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 South, Range 10 West, excepting and reserving 8.88 acres in square form in the Northeast corner thereof, Also excepting; A strip 50 feet in width off and from the West side thereof; the same being railroad right of way of former Grand Rapids and Indiana Railroad, now a part of the Pennsylvania System. Also Excepting; A strip 8 rods wide off the South side thereof.

Parcel 4: 8 Acre Parcel - Parcel 8 rods in width off the South side of the North $\frac{1}{4}$ of the Northeast fractional $\frac{1}{4}$, Section 3, Township 6 South, Range 10 West.

Parcel 5: The North 30 acres of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 6 South, Range 10 West.

Parcel 6: The South $\frac{1}{4}$ of the Northeast fractional $\frac{1}{4}$ of Section 3, Excepting railroad right of way, in Township 6 South, Range 10 West.

Parcel 7: The North 60 acres of the Southwest $\frac{1}{4}$ of Section 2, Township 6 South, Range 10 West, Also, the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 6 South, Range 10 West.

Parcel 8: Commencing at the Northeast corner of Section 4, thence South 26.04 chains, thence West 20.475 chains, thence North 25.90 chains to the Township line, thence East to the point of beginning, all in Township 6 South, Range 10 West.

Township of Mendon, St. Joseph County, Michigan:

Parcel 9: The South $\frac{1}{4}$ of the South $\frac{1}{4}$ of Section 33, lying East of the St. Joseph River; except two $3\frac{1}{2}$ acre parcels off the West side and except the Island in the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, And Except $1\frac{1}{2}$ acres West of the highway, all in Township 5 South, Range 10 West.

Parcel 10: The South 32.42 acres of the West 77.25 acres of the Southwest $\frac{1}{4}$ of Section 34, Except 1 acre in the Southwest corner, 8 rods North and South by 20 rods East and West, all in Township 5 South, Range 10 West.

KALAMAZOO COUNTY PROPERTY:

Township of Wakarusa, County of Kalamazoo, Michigan;

The East ½ of the Northeast ¼ of Section 36, Township 4 South, Range 9 West, Except the North 440 feet of the West 640 feet and Also Excepting the South 260 feet of the West 390 feet.

BRANCH COUNTY PROPERTY:

Township of Sherwood, County of Branch, Michigan:

Description 1: The North ½ of the Northeast ¼ of Section 27, Town 5 South, Range 8 West, Except right of way of the railroad, and excepting land deeded to the Michigan Central Railroad by deed in Liber 271, Page 451, Branch County Register's Office. Also Excepting therefrom the North ½ of the Northeast ¼ lying South and East of Railroad right of way, Section 27 Town 5 South, Range 8 West. Also Excepting therefrom all that part of the Northwest ¼ of the Northeast ¼ of Section 27, Town 5 South, Range 8 West, described as follows: Commencing at the North ¼ corner of said Section 27, which is the point of beginning of this description, and running thence South 89° 46' 04" East, along the North line of said Section 351 feet, thence South 248.21 feet, thence North 89° 46' 04" West 351 feet, thence North along the ¼ line, as monumented, 248.21 feet to the point of beginning.

Description 2: Township of Sherwood, County of Branch, Michigan:

Parcel 1: The North ½ of the Northeast ¼ lying South and East of Railroad right of way, Section 27, Town 5 South, Range 8 West.

Parcel 2: The West ½ of the East ½ of the Northwest ¼ of Section 27, Town 5 South, Range 8 West, Except the part lying South of the South line of Michigan Central Air Line Railroad right of way; Also Except said Railroad right of way; Also Except; Commencing at the North ¼ corner of said Section 27 and running thence West along the North line of said Section, 664.47 feet to the point of beginning of this description, the boundary runs thence West, along said Section line, 230.74 feet, thence South 1° 54' 30" West 392.63 feet, thence North 60° 33' 27" East 281.59 feet, thence North 0° 19' 30" West 254 feet to the point of beginning and point of ending of this description; Also the West ½ of the Northwest ¼ Except the North 170 feet of the West 439 feet thereof, all in Section 27, Town 5 South, Range 8 West.

Tax codes:	75-010-021-000-009-00	75-010-032-000-007-00
	75-012-003-000-003-00	75-012-003-000-005-00
	75-012-003-000-010-00	75-012-003-000-006-00
	75-012-002-000-006-00	75-012-002-000-007-00
	75-012-004-000-001-00	75-010-033-000-012-00
	75-010-034-000-008-00	3916-36-226-020
	010-027-200-001-00	010-027-100-010-00
	010-027-200-010-00	3913-34-400-012

Subject to existing easements, highways and restrictions of record.

This mortgage is subordinate to a mortgage to GreenStone Farm Credit Services, FLCA, dated November 9, 2004, and recorded in Liber 2004, page 056378, Kalamazoo County Records, and Liber 1271, page 116, St. Joseph County, and Liber 01049, Page 0993 Branch County Records, all in the State of Michigan,



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NANCY HUTCHINS
BRANCH COUNTY REGISTER OF DEEDS
COLDWATER, MI
RECORDED ON
12/15/2010 11:10AM
PAGES: 2

Space Above is for Recording Information

PARTIAL RELEASE OF MORTGAGE / DEED OF TRUST

BGM550 (09/10)

Drafted By: Pamela Sommerfeld, GreenStone FCS
225 W. Lyon St
Schoolcraft, MI 49087
269-679-5296

Return To: GreenStone Farm Credit Services
Attn: Pamela Sommerfeld
225 W. Lyon St
Schoolcraft, MI 49087

Loan No: 7592820300

GreenStone Farm Credit Services, FLCA (Mortgagee), a federally chartered corporation, whose address is 3515 West Rd., East Lansing, MI 48823, CERTIFIES that a parcel of land in the County of Branch and State of Michigan described as follows:

All that part of the Northeast 1/4 of Section 3, T6S, R10W, Nottawa Township, St. Joseph County, Michigan, described as follows: Commencing at the Northwest corner of said Section 3 and running thence East, along the Township line, 2685.51 feet to the point of beginning of this description; the boundary runs thence East, along the Township line, 250.00 feet; thence S 00°00' 49" W 350.00 feet to a capped rebar set; thence S 42° 09'35" W 372.57 feet to a capped rebar set; thence N 00°00'49" E, along the East right of way line of the abandoned railroad, 626.17 feet to the point of beginning. This parcel contains 2.801 acres, more or less.

Subject to existing highways, easements and right of way of record.

is hereby released from the lien of a mortgage/deed of trust dated August 01, 2005 executed by Tony M. Wiegel and Amy L. Wiegel, Husband and Wife to and recorded in the office of the Register of Deeds/County Recorder/Registrar of Titles in said County in Book - Liber on Page or Document, Microfilm, or other Identifying No. 2006-02203. The Register of Deeds/County Recorder/Registrar is authorized to discharge the aforesaid from the lien of this mortgage/deed of trust upon the record thereof.

Dated: December 10, 2010

An electronic reproduction of this fully-executed document shall be as valid as the original.

MORTGAGEE: GreenStone Farm Credit Services, FLCA

By: [Signature]
Name: Lee A. Rodgers
Title: Senior Financial Services Officer

12-15-10A10:08 RCVD

GFCSS
E

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

On December 10, 2010, before me personally appeared, Lee A. Rodgers, to me personally well known, who stated that he/she is the Senior Financial Services Officer of GreenStone Farm Credit Services, FLCA, a corporation, and is duly authorized to execute the foregoing instrument on behalf of said corporation, and further acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned.

Pamela S. Sommerfeld
Pamela S. Sommerfeld, Notary Public
Kalamazoo County, Michigan
My Commission Expires December 11, 2012
Acting in Kalamazoo County, MICHIGAN