Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

L. Fay Hedden Abstract Office, Inc.

(File Number: 2022-246)

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

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

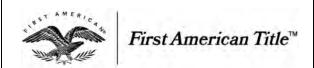
Auction Tract Numbers:	Title Tract Numbers:
1, 2	Pt. I
3	III, IV, V, pt. I
4	Pt. I
5	II
6, 7, 8	VII
9	Pt. VIII-B
10	VI, pt. VIII-B
11	VIII-A, sm. pt. IX
12	Pt. IX, sm. pt. VIII-A, sm. pt. VIII-B
13	XI
14	X

For January 26, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lucinda Hartshorne and Mary Elizabeth Schiau



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

2022-246

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrev S. Robinson. Secretary

This commitment issued by: L. FAY HEDDEN ABSTRACT OFFICE, INC

214 N. 7TH ST. VINCENNES, IN 47591 Phone: 1-812-882-5273

Email: unclefay@heddenabstract.com

(FIRST AMERICAN AGENT #1001282)

(ALTA - ID# 0005154) (IDOI LICENSE #2449150)

S. Rene' Vermillion

AUTHORIZED SIGNATOR

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

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Form 5030000 (7-7-17)

Page 3 of 13

ALTA Commitment for Title Insurance



First American Title Insurance Company

Schedule A

2022-246

Transaction Identification Data for reference only:

Issuing Agent / Office: L. Fay Hedden Abstract Office, Inc. (IN License #2449150 / FATIC Agent #1001282)

> 214 N. 7th St., Vincennes, Indiana 47591 PH (812) 882-5273 FX (812) 882-9886

unclefay@heddenabstract.com

ALTA Universal ID #0005154

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

Loan ID No. TBD

Property Address: FARM GROUND, WASHINGTON, STEEN AND PALMYRA TOWNSHIPS

*The property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Schedule A

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

> **UPDATED TO:** Time:

2.) Policy to be issued:

ALTA OWNER'S POLICY Proposed Policy Amount \$TBD

Proposed Insured: TBD

ALTA LOAN POLICY Proposed Policy Amount \$TBD X

> **Proposed Insured: TBD**

ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

- 3.) The estate or interest in the Land described or referred to in this commitment is FEE SIMPLE
- 4.) Title to the FEE SIMPLE estate or interest in the land is at the Commitment Date vested in:

THE ESTATE OF LUELLA F. FULFORD, DECEASED, UNDER CAUSE #06D01-2212-EM-000200 IN THE SUPERIOR COURT OF BOONE COUNTY, INDIANA (AN UNDIVIDED 1/2 INTEREST) LUCINDA HARTSHORNE AND MARY ELIZABETH SCHIAU, AS TENANTS IN COMMON

By virtue of a certain Personal Representative's Deed of Distribution recorded on September 25, 2019 as Instrument #2019R04050 in the Office of the Recorder of Knox County, Indiana.

5.) The land is described as follows:

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

FIRST AMERICAN TITLE INSURANCE COMPANY

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

Authorized Signatory

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Form 5030000-A (7-7-17) Page 4 of 13

ALTA Commitment for Title Insurance

Indiana – Schedule A

First American Title Insurance Company

Schedule A

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

Schedule A (Continued) EXHIBIT 'A'

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

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

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

Leaving herein containing 173.99 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

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

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

EXCEPTING THEREFROM 50 acres off of the Northeast side of the above described real estate and bounded as follows: Beginning at the East corner of Donation 76; thence North 38-3/4 degrees West 34.08 chains; thence South 51-1/4 degrees West 14.68 chains to a stake; thence South 38-3/4 degrees East 34.08 chains to the Donation line; thence North 51-1/4 degrees East 14.68 chains to the place of beginning.

Leaving herein contained 40 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

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

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to wit: Beginning at a stone set for the East corner of said Donation 93; thence running South 51-1/4 degrees West 9 chains to a stake; thence North 38-3/4 degrees West 16.66 chains to a stake; thence North 51-1/4 degrees East 9 chains to a stake on the Northeast line of said Donation 93; thence South 38-3/4 degrees East 16.66 chains to the place of beginning containing 15 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

<u>*TRACT_IV</u> Parcel #42-11-02-400-003.000-008

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9), West, bounded and described as follows, to wit: Beginning at a stake on the Southeast line of said Donation 93, South 51-1/4 degrees West 9 chains from a stone set for the East corner of said Donation 93; thence South 51-1/4 degrees West 5.40 chains to a stake; thence North 38-3/4 degrees West 16.66 chains to a stake, thence North 51-1/4 degrees East 5.40 chains to a stake, thence South 38-3/4 degrees East 16.66 chains to the place of beginning, containing 9 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

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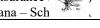
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Form 5030000-A (7-7-17)

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ALTA Commitment for Title Insurance Indiana – Sch



First American Title Insurance Company

Schedule

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

Schedule A (Continued)

*TRACT V Parcel #42-11-02-400-004.000-008

Part of Donation Ninety-Three (93), Township Three (3) North, Range Nine (9) West, bounded and described as follows: Beginning at a stake on the Southeast line of said Donation 93, South 51-1/4 degrees West 14.40 chains from the East corner thereof, thence South 51-1/4 degrees West 5.40 chains to a stake; thence North 38-3/4 degrees West 16.66 chains to a stake; thence North 51-1/4 degrees East 5.40 chains to a stake; thence South 38-3/4 degrees East 16.66 chains to the place of beginning, containing 9 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

*TRACT VI Parcel #42-10-06-300-002.000-009

Part of Donation One Hundred Fifteen (115), Township Three (3) North, Range Eight (8) West, bounded and described as follows, to wit: Beginning North 38 degrees 45 minutes West 37.84 chains from the South corner of said Donation; thence North 38 degrees 45 minutes West 20.56 chains to a stake; thence North 51 degrees 15 minutes East 23.97 chains to a stake; thence South 39 degrees 10 minutes East 20.55 chains to a stake; thence South 51 degrees 15 minutes West 24.10-1/2 chains to the place of beginning, containing 49.39 acres of which a strip of ground 20 feet wide is subject to a roadway along the entire Southwest side of the above described tract.

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

Situated in Steen Township, Knox County, Indiana.

*TRACT VII Parcel #42-11-11-200-002.000-008

Part of Donation number Seventy-Seven (77), Township Three (3) North, Range Nine (9) West, bounded and described as follows, to wit: Beginning at a stake 11.77 chains North 38-3/4 degrees West of the quarter corner of the Southwest line of said Donation 77; thence North 72 degrees 45 minutes East with the line of land formerly owned by the Trustees of Vincennes University and Louis L. Langdon, Jr., a distance of 64.8 chains, more or less, to a stake in the Northeast line of said Donation 77; thence North 38-34 degrees West with said Northeast line of said Donation, a distance of 45.57 chains to the North corner of said Donation; thence South 51-1/4 degrees West with the Northwest line of said Donation, a distance of 60 chains, more or less, to the West corner of said donation; then South 38-3/4 degrees East a distance of 21.90 chains to the place of beginning, containing in all Two Hundred (200) acres, more or less.

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

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

Leaving herein containing 195.435 acres, more or less.

Situated in Palmyra Township, Knox County, Indiana.

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

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

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

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Form 5030000-A (7-7-17)

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ALTA Commitment for Title Insurance Indiana – Sch



First American Title Insurance Company

Schedule A

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

Schedule A (Continued)

*TRACT VIII-B Parcel #42-10-06-200-003.000-009

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

Situated in Steen Township, Knox County, Indiana.

*TRACT IX PARCEL #42-10-06-400-001.000-009; #42-10-06-400-002.000-009

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

Situated in Steen Township, Knox County, Indiana.

*TRACT X Parcel #42-10-17-200-005.000-009

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

Situated in Steen Township, Knox County, Indiana.

*TRACT XI Parcel #42-10-17-100-003.000-009

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

Situated in Steen Township, Knox County, Indiana.

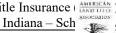
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ALTA Commitment for Title Insurance





First American Title Insurance Company Schedule B-I

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

Schedule B, Part I REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records as follows –

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

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

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

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

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ALTA Commitment for Title Insurance (Indiana – Sche





First American Title Insurance Company

Schedule B-II

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

Schedule B, Part II **Exceptions**

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

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

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

PARCEL #42-07-35-300-002.000-008 / TAX ID #008-011-D093-000-004

Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C) Property Address: N. STATE ROAD 550, VINCENNES, IN 47591 Taxing Unit and Code: 008 – PALMYRA TWP Assessed Value Land: \$247,100.00 Ass Exemptions: NONE

Assessed Value Land: \$247,100.00 Assessed Value Improvements: \$52,500.00

Legal description per Assessor records -- PT Donation 93, T3N-R9W (173.99A)

May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$2,445.04

November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$2,445.04 PAID IN FULL PAID IN FULL - NONE Delinquency

PARCEL #42-11-11-200-001.000-008 / TAX ID #008-011-D076-000-008

Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)

Property Address: E. CATT ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 008 – PALMYRA TWP

Assessed Value Land: \$46,700.00 Assessed Value Improvements: NONE Legal description per Assessor records -- PT Donation 76, T3N-R9W (40.0A) Exemptions: NONE

May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------\$381.12 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------\$381.12 PAID IN FULL PAID IN FULL

Delinquency

PARCEL #42-11-02-400-003.000-008 / TAX ID #008-011-D093-000-014 TRACTS III & IV
Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C) Property Address: E. ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591

Taxing Unit and Code: 008 – PALMYRA TWP

Assessed Value Land: \$26,500.00 Assessed Value Improvements: NONE Exemptions: NONE

PAID IN FULL November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$216.26 PAID IN FULL ----- NONE

PARCEL #42-11-02-400-004.000-008 / TAX ID #008-011-D093-000-013

Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)
Property Address: E. ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591
Taxing Unit and Code: 008 – PALMYRA TWP

Assessed Value Land: \$8,800.00 Assessed Value Improvements: NONE Exemptions: NONE

Legal description per Assessor records -- PT Donation 93, T3N-R9W (9.0A)

May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------\$71.82

November Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------\$71.82 PAID IN FULL PAID IN FULL

Delinquency - NONE

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ALTA Commitment for Title Insurance (§ TAKE) Indiana - Sched





First American Title Insurance Company

Schedule B-II

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

Schedule B, Part II (CONTINUED) Exceptions

	Exceptions	
PARCEL	#42-10-06-300-002.000-009 / TAX ID #009-010-D115-000-004 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: ROUT ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 009 – STEEN TWP	TRACT VI AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$73,000.00 Legal description per Assessor records PT Donation 115, T3N-R9W (49.39A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$557.24 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$557.24 DelinquencyNONE	PAID IN FULL PAID IN FULL
PARCEL	#42-11-11-200-002.000-008 / TAX ID #008-011-D077-000-001 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: E. CATT ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 008 – PALMYRA TWP	TRACT VII AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$227,100.00 Assessed Value Improvements: NONE Legal description per Assessor records PT N1/2 Donation 77, T3N-R9W (195,435A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$2,261.42 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$2,261.42 DelinquencyNONE	PAID IN FULL PAID IN FULL
PARCEL	#42-10-06-100-001.000-009 / TAX ID #009-010-D126-000-001 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: LONG ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 009 – STEEN TWP	TRACT VIII-A AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$67,200.00 Assessed Value Improvements: NONE Legal description per Assessor records PT Donation 126, T3N-R8W (45.1A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$530.86 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$530.86 DelinquencyNONE	PAID IN FULL PAID IN FULL
PARCEL	#42-08-32-300-001.000-018 / TAX ID #018-008-D126-000-004 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: N. BICKNELL ROAD, BICKNELL, IN 47512 Taxing Unit and Code: 018 – WASHINGTON TWP	TRACT VIII-A AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$1,000.00 Assessed Value Improvements: NONE Legal description per Assessor records PT Donation 126, T4N-R8W (0.7500A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$6.80 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$6.80 DelinquencyNONE	PAID IN FULL PAID IN FULL
PARCEL	#42-10-06-200-003.000-009 / TAX ID #009-010-D116-000-003 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: ROYAL OAK CHURCH ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 009 – STEEN TWP	TRACT VIII-B AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$223,400.00 Assessed Value Improvements: NONE Legal description per Assessor records PT Donation 115 & 116, T3N-R9W (160.65A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$1,761.34 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$1,761.34 DelinquencyNONE	PAID IN FULL PAID IN FULL
PARCEL	#42-10-06-400-002.000-009 / TAX ID #009-010-D115-000-005 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHL Property Address: SUMMERS ROAD, WHEATLAND, IN 47597 Taxing Unit and Code: 009 – STEEN TWP	TRACT IX AU, MARY ELIZABETH (T/I/C)
	Assessed Value Land: \$302,400.00 Assessed Value Improvements: NONE Legal description per Assessor records PT Donation 115 & 126, T3N-R8W (206.50A)	Exemptions: NONE
	May Installment (Includes Solid Waste Assessment) 2021 payable 2022\$2,394.24 November Installment (Includes Solid Waste Assessment) 2021 payable 2022\$2,394.24 DelinquencyNONE	PAID IN FULL PAID IN FULL

PARCEL #42-10-06-400-001.000-009 TRACT IX

Assessed in the name of: FULFORD, ROBERT & LUELLA Property Address: N. BICKNELL ROAD, WHEATLAND, IN 47597

Taxing Unit and Code: 009 – STEEN TWP

Assessed Value Land: NONE

Legal description per Assessor records -- PT Donation 126, T3N-R8W (36.00A)

May Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------

November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -------\$ Delinquency ------NONE

Delinquency ---

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ALTA Commitment for Title Insurance (§ AMER Indiana – Sched





Exemptions: NONE

First American Title Insurance Company

Schedule B-II

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

Schedule B, Part II (CONTINUED) **Exceptions**

PARCEL #42-10-17-200-005.000-009 / TAX ID #009-010-D113-000-007

Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C) Property Address: E. EVANS ROAD, VINCENNES, IN 47591 Taxing Unit and Code: 009 – STEEN TWP

Assessed Value Land: \$55,500.00 Assessed Value Improvements: NONE Exemptions: NONE

Legal description per Assessor records -- PT Donation 113, T3N-R8W May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -------\$485.78

PAID IN FULL November Installment (Includes Solid Waste Assessment) 2021 payable 2022 ------\$485.78 PAID IN FULL

- NONE

PARCEL #42-10-17-100-003.000-009 / TAX ID #009-010-D113-000-005 Assessed in the name of: FULFORD, LUELLA F. (R/L/E); HARTSHORNE, LUCINDA & SCHIAU, MARY ELIZABETH (T/I/C)

Property Address: E. EVANS ROAD, WHEATLAND, IN 47597

Taxing Unit and Code: 009 - STEEN TWP

Assessed Value Improvements: NONE Assessed Value Land: \$98,100.00 Legal description per Assessor records --

PT Donation 113, T3N-R8W (69.000A)

May Installment (Includes Solid Waste Assessment) 2021 payable 2022 --------\$834.88 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$834.88

----- NONE Delinquency ----

Exemptions: NONE

PAID IN FULL PAID IN FULL

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

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

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ALTA Commitment for Title Insurance (§ Indiana – Sched





First American Title Insurance Company Schedule B-II

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

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

- 19. A certain Oil and Gas Lease executed by Oral O. Fulford and Mamie Fulford, his wife to Shell Petroleum Corporation, dated February 7, 1930 and recorded March 22, 1930 in Miscellaneous Record 26, Page 288, Recorder's Office, Knox County, Indiana. Conveys Part of caption real estate.
- 20. A certain Oil and Gas Lease executed by Amanda J. Westfall, a widow to Shell Petroleum Corporation, dated January 30, 1930 and recorded April 4, 1930 in Miscellaneous Record 26, Page 297, Recorder's Office, Knox County, Indiana. Conveys Part of caption real estate plus other real estate.
- 21. A certain Oil and Gas Lease executed by Mamie Fulford, a widow to Midway Oil & Gas Co., Vincennes, Indiana, dated July 31, 1937 and recorded March 23, 1938 in Miscellaneous Record 36, Page 455, Recorder's Office, Knox County, Indiana. Covers 50 acres in Pt Donation 115; also 37 acres, more or less, in Pt Donation 76.

The above lease was assigned by Midway Oil and Gas Co. to Amerlagene, Incorporated, dated September 16, 1940 and recorded January 15, 1941 in Miscellaneous Record 48, Page 350, Recorder's Office, Knox County, Indiana.

- 22. A certain Easement executed by Louis L. Langdon, Jr. to Morris J. Westfall, unmarried dated February 2, 1939 and recorded December 16, 1939 in Miscellaneous Record 46, Page 100, Recorder's Office, Knox County, Indiana. Said Easement was Assigned by Morris J. Westfall, an unmarried person to Knox County Rural Electric Membership Corporation on March 21, 1939 and recorded in said Miscellaneous Record 46, Page 100, Recorder's Office, Knox County, Indiana. Conveys Tract VII
- 23. A certain Easement executed by Floyd L. Young and Nettie G. Young, Husband and Wife to Morris J. Westfall, dated January 31, 1939 and later assigned by Morris J. Westfall to Knox County Rural Electric Membership Corporation, on March 21, 1939 and recorded December 16, 1939 in Miscellaneous Record 46, Page 123, Recorder's Office, Knox County, Indiana. Conveys Tract I.
- 24. Subject to the easement or right of way over a ten foot strip along the Northeast side of said real estate from State Highway 550. Conveys Tract I.
- 25. Subject to the conditions and stipulations as set out in a certain deed executed by Ulysses T. Robinson, an unmarried man to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49, Page 102, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 26. Subject to the conditions and stipulations for the removal thereof as set out in a certain Warranty Deed executed by Joseph P. Dutton and wife to Indian Creek Coal and Mining Company, dated October 12, 1910 and recorded in Deed Record 49, Page 111, Recorder's Office, Knox County, Indiana. Conveys Tract VI.
- 27. Subject to the right of way to Vandalia Railroad Company as appears of record in Deed Record 49, Page 465, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 28. A certain Oil and Gas Lease executed by Lowell Dexter Overbay and Lois Overbay, Husband and Wife to Sun Oil Company, dated January 4, 1944 and recorded August 8, 1945 in Miscellaneous Record 59, Page 339, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 29. A certain oil and Gas Lease executed by Lowell D. Overbay and Lois Overbay, his wife to Ralph H. Wilson, dated March 1, 1954 and recorded December 20, 1954 in Miscellaneous Record 89, Page 252, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 30. Subject to the conditions and stipulations for the removal thereof as set out in a certain Warranty Coal Deed, executed by Mamie B. Fulford Cox, et al to Standard Coal Company, dated October 4, 1940 and recorded in Deed Book 98, Page 571, Recorder's Office, Knox County, Indiana. Conveys Tract II.
- 31. A certain Easement executed by Raymond L. Elliott and Martha T. Elliott, his wife to Standard Oil Company, dated June 23, 1949 and recorded June 28, 1949 in Deed Record 122, Page 123, Recorder's Office, Knox County, Indiana. Conveys Tract VII
- 32. A certain Right of Way Easement executed by Lowell Dexter Overbay and Lois Overbay, his wife to Public Service Company of Indiana, Inc., dated July 30, 1973 and recorded August 9, 1973 in Deed Record 190, Page 586, Recorder's Office, Knox County, Indiana. Conveys Tract IX

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ALTA Commitment for Title Insurance (§ Indiana – Sched





	First American Title Insurance Company
Schedule B-II	

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

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

- 33. A certain Oil and Gas Lease executed by Lowell Dexter Overbay, a widower, not since remarried to Energy Resources of Indiana, Inc., dated September 8, 1977 and recorded November 2, 1977 in Miscellaneous Record 136, Page 149, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 34. A certain Right of Way Grant executed by Lowell D. Overbay to County of Knox, dated December 19, 1977 and recorded December 19, 1977 in Deed Record 206, Page 183, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 35. A certain Temporary Right of Way Grant executed by Lowell D. Overbay to County of Knox, dated December 19, 1977 and recorded December 19, 1977 in Deed Record 206, Page 184, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 36. A certain Oil and Gas Lease executed by Lowell Dexter Overbay to Ram Oil Co., dated October 24, 1979 and recorded December 18, 1979 in Miscellaneous Record 142, Page 579, Recorder's Office, Knox County, Indiana. Conveys Tract IX Said Lease was Assigned from Ram Oil Co. to TMC Oil Company, dated January 26, 1980 and recorded March 5, 1980 in Miscellaneous Record 142, Page 760, Recorder's Office, Knox County, Indiana.
- 37. A certain Oil and Gas Lease executed by Lowell D. Overbay, President of Lowell D. Overbay Farms, Inc. to Smith Drilling Company, Inc., dated June 27, 1981 and recorded September 1, 1981 in Miscellaneous Record 146, Page 406, Recorder's Office, Knox County, Indiana. Conveys Tract IX
- 38. Excepting and reserving therefrom for a period of Fifty years of an undivided one-half interest in and to all coal, oil, gas and all other minerals of every king, nature, and description in and under and upon and that may be produced from the above real estate and also an undivided one-half interest in and to all royalties, bonuses and rents which are or hereafter may become due, on or by virtue of any oil and gas leases or other mineral lease in respect to said real estate, as reserved by Floyd L. Young and Nettie G. Young, Husband and Wife, their heirs and assigns, in a certain Warranty Deed, dated June 30, 1964 and recorded January 2, 1975 in Deed Record 195, Page 201, Recorder's Office, Knox County, Indiana. Conveys Tract I
- 39. A certain Easement for Right-of-Way executed by Robert O. and Luella F. Fulford to Contel of Indiana, Inc., an Indiana Corporation, dated July 30, 1990 and recorded November 13, 1990 in Deed Book 238, Page 237, Recorder's Office, Knox County, Indiana. Conveys Tract VII
- 40. A certain Memorandum of Oil and Gas Lease executed by Robert O. Fulford and Luella F. Fulford, Husband and Wife to Aurora Oil and Gas Corp., dated December 21, 2006 and recorded January 23, 2007 in Oil and Gas Record 07-0468, Recorder's Office, Knox County, Indiana. Conveys caption real estate

Amendment of Oil and Gas Lease to correct legal description dated January 30, 2013 and recorded May 6, 2013 as Instrument #2013R02481, Recorder's Office, Knox County, Indiana.

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

IN RE: THE ESTATE OF LUELLA F. FULFORD, DECEASED, LUCINDA HARTSHORNE AND MARY ELIZABETH SCHIAU, AS TENANTS IN COMMON, THE CURRENT OWNER(S)

We find no liens or judgments of record against the above named current owners of the subject property.

IN RE: TO BE DETERMINED, THE PROPOSED PURCHASER(S)

We find no liens or judgments of record against the above named proposed purchasers of the subject property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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Form 5030018-BII (7-7-17)

Page 13 of 13

ALTA Commitment for Title Insurance (Indiana – Sched In



OIL AND GAS LEASE

No. 11705.

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Oral O. Fulford and Mamie Faiford, his wife, of N a Al Viscennes Indiana

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containing one (1) acre, more or less.

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Also part of Denation Sq. 86 town 5 morth, range 8 most, bounded and described as follows: legisming at a stake on the line of Denations No. 52 and 84, south 51g degrees most 5 chain. From a stone set for the east corner of said Denation (no. 92; thence south 51g degrees ment 5.60 chains to a stake; thence morth 50g degrees of \$1.60 chains to a stake; thence mouth 51g degrees east 5.60 chains to the place of beginning, containing nine (8) acres.

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BE. 11607. GIL AND GAS LEASE

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ACURAGO J. Restfell, a widow of R. R. #1, Vincennes, Indiana

Fart of Old Donation No. One Hundred and One (101) Town (3) North of hange Nine (9) west: Beginning at a post on the northwest line of said Donation, S1.85 chains North 512 degrees east of the west corner thereof; thence running north 512 degrees east on the donation line 51.85 chains to a stake in the siddle of a ditch; thence south 502 degrees east along and in said ditch 19.10 chains to a stake on the southeast bank of said ditch; thence south 512 degrees seat 11.40 coales to a stone; thence south 712 degrees west 5.01 chains to a stone by a gaze post; thence south 502 degrees east along the old fence line 10.10 chains to a stone by the south 502 degrees west 5.50 chains to a stone on the northeast bank of a ditch; thence south 502 degrees east on the bank of said ditch 5.50 chains to a stone; thence south 512 degrees east on the bank of said ditch 5.50 chains to a stone; thence south 512 degrees east chains to a stake in the lane; thence north 502 degrees seat 75.70 chains to the place of beginning, containing eighty-six and one third (66 1/3) acres more or less.

Also part of Donation So. Winety Three (80) in Town Three (8) North of Renge Nine (9) West; beginning at a stake on line of Donation Nos. 22 and 33 south 51 degrees west is chains 40 links from a stone at the east corner of Donation No. 98; thence south 51; degrees west 5 chains 40 links to a stake; thence north 30; degrees west 16 chains and 66 links to a stake; thence north 51; degrees cast 5 chains and 40 links to a stake; thence south 50; degrees cast 5 chains and 60 links to the clace of beginning, containing nine (9) acres.

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OIL AND GAS LEASE

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ASSIGNMENT OF OIL AND GAS LEASE

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STATE OF INDIANA COUNTY OF ENDS

EASEMENT

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Yederal Land Baug Louisville Ey.

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executed in granded to used accepted by the grander upon the express understanding that the grander shall, it consideration of the grand herein, within New (2) years after the disc besset, assign and transfer all his right, little and interest havelunder to Knott Chouly State Electron Companies, a semperative exequivation, to be incorporated under the laws of the State of Indiana, and in any events within sik'y (60) stage.

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	Louis L. Langdon, Fr.
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HET OF RINGS

Louis L. Langdon, Jr.

Motory Public. Griffith January 18,1943

BER, INDIANA, TEAL;

Morris J. Westfall

L. Griffith

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STATE OF INDIANA COUNTY OF KNOX

BANGE 9W EASEMENT TWE 38 SANGE 94

ENDW ALL MEN BY TRESE PREMENTS that the second over Flore by Young & posting G. Young

(to the third and wife), for a good and valuable coincide strong, the receipt wherein is berely not needed for beliefy grant and, Mortan 2. Westell, conserved, whose post office address is R. F. D. No. J. Vincennes, Indiana, and to his livers or assigns, the right to overs prior the lands of the undersigned accepted to the County of Errors State of Indiana, and more particularly described as follows: A tract of about 274 arres obtained in Pt. Don. 42; miso Pt. Don. 7%

here, construct, operate, repair, suchdare, relocate and replace thereon, and in on upon all streets, reads or highways abuting each lattle, on termination or distributions line or system, or any part thereof, and to cut and from tree and shrubbery to the extent new-many to keep the tips free or system free and clear therefore, and to cut down from time to time all dead, weak, leading or (hoppings) that are the and only to strike the wires of such trees should fall.

ng this ensement, it is understood that at pole locations, only a single pole and appurtenancias will be bood, and that the location of the such as to form the least possible interference to form operations, or long as it does not materially derived the cost of construction the full see and enjoyment of and hand insedur as it shall not interfere with the vascement beyong granted in hereby represely, made.

The undersigned corecasts that they are the expans of the lands on which this casement is gracied and that the said lands are free and clear of undersions and liera of whetherer character except those held by the following persons:

Federal Land Bank of Louisville

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CHARLE STATE, BELLEVILLE, BOLLEY, STALL	20 21-20
Becomber A. Des	139 at 13:30 O'Clock As X

reptors or their authorars or antique, the sub of the fundred (\$100,00) Sollers per core. the granters berein, their successors and and graftether ages with the games, its ganteen, mintersors and assignate allow a right of way over the surface of the above described real setate for a grantified major road and the free tax of the same to and from any nine or mines and its appurterance that may located upon anid shows presiden,or upon prenices adjacent thereto be contrained therewith or man thereto, and also de right to convey over and across rais precises, in the natural course of drainage, exter a other refuse that May be produced in the process of dising and of removing the underlying com's, claps as other mineral substances, like the right at any times hereafter to had con! from adjacent or edjaining lands, and from lands mean thereto, or coterainous therewith through the above described premises, through

And it is especially agreed an understoring to al.

And it is especially agreed an understoring to an independent the parties hereto that the model indian Coal and Himing Company, propose herein, its grantees, succe sors and a signs, shall not be held responsible or Hable under any circumstances, for any injury or denage that may account to the arctice of said land from any absistance, or from any other subsequence, or but subsequence, or but any other subsequence, or but subsequences. remain of mining or removing the cost unterlying the sale, or unterlying wilecent, coterning or many real estate, nor from the exercise or performance of may of the rights, privileges, or sattoribles terein or tereby ranted, conveyed or inputed, on and premises. No shaft to unterlying the same, or unterlying at levent, coterminous aparted, on anim premines. No shaft to be

mine within 40 ross of any of the farm buildings.
In Within a Warmer, The most Thomas I Hyere and Majoria Myere, his wife, have hereunto set their banes and media, this fits day of October 40.1000.

Thomas M. Hyers. (Deal) Apple Hyers.

State of Indiana, but County Si

Defore he harry . When Fr. a Totary Public, in and for said County and State, this 12 day of October 1910 personally appeared Thomas L. Hyers and Dagle Syers, his wife, and admost edges the execution of the ensexed Deet.

1015 to 124 17 of sent Noterial Seal.

interp Public Prox See

by Notarial commission expires May IN 1975. mearded On 15. 1910 at 5,0'clock, P. I.

Harry V. Somes dr. Notary Public.

Coal

Asy 1 . Sheperd, M.K.C.

58.98 N 553

MARRACTY DISTO.

The first of the Authority that Divises T. Politison, an unseried can, a backelor of Knox Comty, in the State of Indiana, Conveys and warrants to Indian Coal and Mining Company, a corporation mily or periods maker emitte pursuance of the lans of the State of Indiana, of Marion Counsystate of Indiana, the and pee of J.D. Sherwood, of Greane County, in the State of Indiana, of an aption or contract of sale by salt party of the first part, date: May 10th 1910, for the sur of One Joiler and for other unlumble considerations, the receipt of will which is hereby acknow her may all the co-leans other minerals and pireral substances except oil and one lying under the surface of the following described real estate in Spor County, in the State of Indiana, to-

Part of Non-tions, 115, 116 and 126 town 3 north range 8 west, all taken together described ad bornied as follows; beginning at a stake in the road at the east corner of said Donation lingthence running seath fill degrees west 37.00 chains to a stake; thence north 38 3/4 improve set 75.40 chains to a post on the Smation line, Popular 55 I.D. Morth 59 degrees sent 17 links; there north 52, to rest east 6.32 chairs to a stake; themse north 58 3/4 deg. west 33.71 chair to a stake in the road Red Dak 24 1.5. South 59 degrees east 31 links; thence morth 50; degrees east along the middle of the road 16.07 chains to a sand store; thence south 38 3/4 decrees east 15.94 spains to a post; thence morth 51; bec.east 15.03 chains to the Bonation line; there south 9 34 b grees east 17.00 chains to a post the corner of Derations 115,116 and 125 and 106; themes morth 52; degrees East along the Donation line 41.75 chains to a stake in the middle of the restituence south 38 3/4 merces east along the : 114le of the road 72.98 chains to a state on the Poretion lime; themes south 51, to grees me at along the Donation lime 42.47 chains to the beginning containing 662.65 sores,

Together with the irrevacable right in said grantes, its grantes, successors and assigns, at any time bereafter to mine said minerals, coals, and mineral substances, and to take, remote and withiras the case from universed in surface of said lands, and to take, success withiras through and over seld tends the modurinerals and advoral substances from other lands adjacent thereto ar coterninus thorowith or mear theretogond for that purpose the granter horoingits grantees, suggesters and and go, shall at all times have the absolute and pure stricted right and irreverable authority and linease, to run all remarkary entries and rooms under the surface of said real entate, at that such solv, minerals and mineral substances may be mired, withdrawn and reported from under the surface of such real outsite, and from the surface of real estate adjaces thereof, obtains thereoff or mear therefores to used or sold by the grantee, successors or time to full through the surface of sold real estate for the purpose of further discovering sets and assigns the purpose of further discovering sets and the purpose of the purpose of the pu minural or mineral substances, and for pumping and removing mater or other substances from its mines and works, or from or under said real estate and from and undermeath real estate adjacent thereto, or total minus therewith or hear thereto. The grantes herein, its grantes, successors and a signs, in triving its entries and a company in removing the coals, after als, or mineral substances from or undermeath the replace of the real estate shows referred to, or the use of its pumps of mining machinery, chall in no wise or in any manner be liable to any person or persome for any darage or empuries commo guential or otherwise, accasismed to the surface of said real estate there's and my memor of such surface who all subsequent purchasers of suc surface shall be bound by the provisions hereof, and shall held any interest they have or that they may acquire with full notice or knowledge of the conditions and stipulations herein sot forth. The parter berein further grame and servents to the granter, its grantees.

Penalto.

The right at any time hereafter to under agent to distinct the distinct of the first much shafts for hearing souls for the supplies of a real mine. Also therefore at a state of the supplies of a real mine. Also therefore at the supplies and the supplies are not to supplie the supplies and the supplies and the supplies and the supplies and the supplies are supplied to the supplies and the supplies and the supplies are the supplies and supplies and the supplies and supplies and the supplies and trivet through the under tying souls

And it is especially agreed and understood by and between the parties hereto that the said inties from food food will Mining December, granted herein, its panteur, successors and as all matched not be accompile or liable uniter any circumstances for any injury or how a loss and its tay accome to the surface of said land from subsidence of from any other some quence or by reason of mining or removing the coal underlying the a mean underlying adjacent, controlled as a man real active, now from the secrete or performance of any 87 the rights privileges or authorities herein or hereby granted, conveyed or imparted. To shaft or minimalishes to be located within 40 rate of any form buildings.

In linear Thereoforms said throws T.Rohimson, an underlied man, a backelor has hereined set bits band out and this by or October 1.0.3010.

(Itypes T.Rohimson, (Seal)

Clysses T.Robinson. (sent) Nafore to Hory V. Tomes for a Motory Publicate and for said Commy and State, this in day of Detahor 1910 persons My appeared Digeson T. Johnson, an impaction from a Modellar of the americal Rest.

Minimal Transform and Motorial State.

Token Parish

Token Parish

Token Transform And Motorial State.

Teamfor Det 13.1910. at.5.0 olors. P.M.

May to Shapards 1.K.C.

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The limited graduate, had hery E. Marrett, an inversed women, a wides of know County to Shake of Indican, entered to Indian Good Coul and Mining Company, a carbodian daily expended under one in pursuance of the last of the Shake of Indian, which can improve the last of the Shake of Indian, which can improve of J.D. Marrettonic, of speece County, in the State of Indian, of an applies or company of any sale purply of the first part, dead July 14th 1715 to one of the Indian and other valuable considerations the receipt of all which is the constant of the County of the following described and situated substances except oil and in the constant of the following described real estate. In Know County, in the

Common Common (114) bounded as rollows: Regimming sorth and a marks and smooth EU: degrees east 10.26 chains from the south as running murch 30.24 degrees west 5.76 chains; these north souther the continue limpthemes nout; EU: 344 degrees west 5.24 chains to a regime of the continue limpthemes and the second sort EU: 24 chains to a second sort short a second sort and a second sort short a second sort to take a second sort short and a short to take a second sort short and a short to take a second sort short and a short to take a second sort short and short to take a second sort short and a second sort short and short an

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The right of the threafter to enter upon the outline of the three the contract of the three three or enter at water, or the termine or enter at water, or the termine of the termine. at may they became a TO DUNCT UP the HISTORY OF STANFA mountain rest estate that when souther the appears for the respilered for the location of or transfer of a totte was now begands and others a of affine and other moterately and ola se the right to tookte and countries and operate a standard rate religions or switch over ar expense president to exter with the right of way for some, at an extend Nisty (60) feet mrt mile relixons or multer over or extens presided to exter with the right of way for save, at an exceed Minty (50) feet in white, and for the law of the private ground as when and compiled for nine to "..." diagn and refired the Twitter its genteen mines form one and postately pay to the mention or the to such sease the number the factor (\$100,00) hall up you some the mentage never h with the gratur, its rantess, numer sors and Their curewavers and and market the there Forther, the restant and w alignate allow a climb of may upon the court probablish major road and the free the of a me to and from any minu or mines and its t pare espectamental that may be Incorted upon a take or usion promises aliment thereto a esternismus therewith or mean characte. 6 6330 a right to correct own and decom maid premises, to the return of removing the underlying the process of similar at any ant all dress because to premises, in the metapel reares of dread other refuse that may be produced in coals of an or other steered schoten. had soul from adjacent tanks and from lands mear there to, or coter mous therewith through the chows described prominer, thras fr entries drives stores at a w unterlying coal.

And it is expecially agreed and understood and a greet by and between the parties marked that the paid initial Greek Coll and Mining Company, mente- speciality ventures, successore and analysis, shall not be lighte of held rec another under any pircumstance, for any injury or damage that may are as to the surface of sold land from any subsidence, or from any other commences by reach of mining or removing the coal underbying the same or artist-lying of intent, otherwise as many real estate, nor from the exercise or performance of any of the rights, privilegs or authorities hereis or basely grantes, conseque or important.

In Since Thereof the said Charles I. Jordan and they Jordan, his wife, have there into not shair banks and see J. this 18th day of October A.D. 1810.

Course of arise. (Sect)

State of Indiana Moon Southly US:

Nature to Cycles 1. Moster, a Natury Natle, in and for cold County and Statesthic 12th day of October 1910 parametly appeared Charles Teordan and Mary Suptan his alfayand westered the recorder of the appeared Deed.

Mitrosany hard nor Totarant seal.

Notary Stalle)

My notarial somination will empire April Mara 1914. Succepted Bot 18, 1918, ht. J. o' blook. P. M. Charles L. Coaver. Toursy Aphlia.

Ray ". They want. D. M. C.

AND BENEROUS TOLONOS CONTRACTOR CONTRACTOR

ALPEANT TILED.

ty, in the State of Indiana, cannot and in parameter of the lass of the State of Indiana, of parameter of the lass of the State of Indiana, of parameter of the lass of the State of Indiana, of parameter of the lass of the State of Indiana, of parameter of the lass of the State of Indiana, of parameter of the lass of a language country in the State of Indiana, of a contrast or option of sale by said perties the first part, paid May 10th 1910, for the sup of the State of all the coal and other valuable considerations, the residuals in tereby schooledged, all the coal and other places and place of the following described real estate in the scanty, in the State of Indiana, to-sit:

Part of Tenationnumber One Aundred fifteen (115) containing one huntred seventy from and one half (1745) acres, located in the southwest side of said Donation, being 25.95 chains wide and rewring the came width along the entire southwest side of said Donation 115, being tota One () and Two (2) in the division of the estate of Noah Purcell, deceased, among his mains by A.Armstrong, Jamob Buble and Charles Smith, Commissioners, Jamuary 16,1906 and

penarded in het book No.1. page 14.

Figure with the irrevenable right in said parter its panters, successors and a sid ma, any time hereafter to Mine said Minerals, souls, and Timeral substances, and to take, recome end withdraw the same from undermosth be surface of said lands, and to take, remove and withdraw through and ever said lands the spal, minerals and kineral substances from other

OR 77

lands at limit to the or object times thereof their mean thereto; and for that purpose the greater herein, it a poster same sore and and pus, shall at all times have the absolute and unrestricted right a unreversible authority and license, to run all meanary empires and though the the surface . " said real estate so that such coals, minerals and mineral mubatanees may be ning to all barrens at removes from under the surface of such seal estate and from the surface of red at the atlanent thereta, enterminous theredith or near thereta, and be and or sold by a moteral process successors and assigns. To gentee herein, its remtessance out of the first have the right at any future time to drill through the surface of all most extend or the process of further discovering ninerals or nineral substances, at for logic ord removing mater of other aubstances from its wines or works, or fro or other sel real a tote an' for and undermeath real estate adjacent thereto, or determinate there it or new thereto. The grantee herein, in grantees accessors and analysis, in critics and rooms or in removing the colla, minerals, or mineral midstances from mr at math the surface of the real estate above referred to or the use of its pumps or thin machinary. All inno wise or in any namuer to liable to any person or persons for one three or initial consequental, or otherwise, occasioned to the surface of said real esta there'y, and the mover of much surface and all subsequent purchasers of such surface shall be visions hereof, and shall hold any interest they have or that they may arquire with fill notice and knowle on of the conditions and stipulations herein set forth. The mentors to the father got and warrant to the grantee its grantees surce sore and easigne, the following flether privileges and franchise to with

The ript working time beceafter to enter upon the surface of the shave described lands and to sire and whethe for halating rows, for the supplying of air, for the discharge of escape of mater, was to heremany for the best aperation of a coal size. Also the right at any time here while to are a much of the surface of shows described real estate, not exceeding five acress to retilize for the location and construction of tipples and appurtenances builtdit ", and "in the deposit and storage of reflere and other materials, and also the right to be between the construct and operate a stantard mus relationed or switch over or arross such presizen to potter sitt the right of way for some, nor to exceed Sixty (60) feet in width. And for the use of the surface of the ground of telem a communication mire buildings and railroad, the gentee its gantees, made more and and ma, shall pay to the granters or their succesthe or and rathe ar of one hundred (\$100.00) Bollars, per acre. The granters herein the to covers and as I pay over the suffers of the chore escribed real estate, for a practical amon read and the free are of the same to and from any mine or nines and its appurtmentoes that may be located upon said above described granises, or upon premises adjacent thereto or seteralness thereauth or mear thereunto, and also the right to convey over and across said premises, in the antumal rourse of trains; eventer or other refuse that may be produced in the process of tiking and of removing the underlying coals, clays of other mineral substances, als the right of my and all times breafter to hand coal from adjacent lands and from lands new thereto or hoternituse weresith through the above described premises, through entries driven

through the iderlying soal.

And it is expectably agreed and understood by and between the parties hereto that the sold indice freek fad at fining formers, protects berein, its grantees, successors or easigns, shall not be believed to it into formers, precise any singury or denous that may not be believed to or said land from any subsidence, for form any other consequence, or by recess of mining or recording the soal underlying the same, or underlying adjacent, cotornings or many real estate, for from the exercise or performance of any of the rights, privileges

or minorities berein or bereby growted conveyed or imported.
In little Where of the said Joseph P. Dutton and Sapah E. Dutton his wife have hereunts set their hands and acate, this lith day of Dotober 1.0.1910.

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

State of Indiana, Know County ST

Sefore to Marry V.Bomes.Jr. a Notary Aublic, in and for said County and State, this 15 day of Ostober 1910 personally appeared Joseph P.Button and Sarah E.Button, his wife, and seknow-little and said and Notarial Seal.

(Mitory Public)

"My Moterial commission will expire May 28 1913. Recorded Sam 15,1980.at.5.pfclask.P.N. Harry V.Sames Jr. Notary Public.

Ray L. Shopmed, R.R.C.

MORRISON CONTRACTOR

The language of the Control of the Control of the State of Indiana, course a wider, Jenton Tone Class C. Series, her historic Control of the Control of Indiana, course and series of Indiana, course and series to Indiana, course and series to Indiana, course and series to Indiana, the Control of the Control of the Control of Indiana, the control of the Control of Indiana, the control of the Control of Indiana, the Control of Indiana, the control of the Control of Indiana, the control of the Control of Indiana, the Indiana,

. Monver. sittees by land and Noter is sent the day and year last above written. Charles .

Hotery Public Seat)

We complead on expires April 25,1914. Lagal form approved. Jno.4. Williams Sen'l. Counsel.

We not an Marich 30,1911, at 19:30.0' nlook, A. M.

Team tytion a proved ".T. Fat Other Englisher

The state of the s

laws of the States of Indiana, and Illiotis, as a right of way for its knox County Coal Pranch, a parcel of real estate sixty (50) feet wide, lying thirty (50) feet or onch site THE BEAUTIFFE TYREE T. Pontrion unrestried of these County State of Intiana, in consistenation of Seven Burdred and Party Four & AC/100 Tollars in hand pait, Conveys and Tarrents to Vandalla Mailroad Corpany, a consolidated formountion organized and existing inder the mail, to Pirally located and constructed through the "olloated parcels of real astate in or the Senter line of the pain track of sait knox Courty Cost Branch as said nath track Know County, State of Initant, to-wit:

eacht and three-fourth [38 3/4] degrees east, thirty-four and filmety hundradths (34.30) one to the Constion line; thence north fifty-one and one-quarter [60]) degrees east, thirty hundratths (16;77) shains; thence south '1fty-one and overquarter (514) degrees went-flittom (15) chains to a stake; thence north thirty-eight and three-fourth (38 3/4) degrees went. (1) Be girning at the east corner of Doration One Bardred and stateon (116), and recently, thence north-thirty-eight and three-fourth (58 3/4) degrees west, sixteen and secunty-seven sixteen and miventy-seven hundredths (16,77) chains; thence south firty-one and one-quarter (SA.) degrees west fifteen and ninety-use hundredths (15.91) thatns; thence south thirtyand sight year of the time of the place of beginning.

(2) All of Poration masher One Huntred and fleteen (115), exception that part thereof now caned by Joseph P. Dutton, being as hundred and seventy-five (175) acres. nord or less,

the southwest side of said donation.

woyed is firty-times hundredths (0.53) of an agre, more or less, and through Donation One Hundred and Piffwen (115) is six and Minety-one hundredths (6.91) nores, more or less,-The area of the real estate through Danation One Burded and at team (116) hereby conmaking the total area hereby conveyed seven and forty-four hundrestha (7.44) acres, nore above described in title marger and to the same extent as it title to the plant of way horsand operation of wilt hear County Cost Franch upon and abrost the two parcels of real estra any and all liability and claims for damages on account of the construction, so intemende by conveyed had been edquired by condemnation probedings. N

Mysses T. Nobinson settment the hand and sen of the pention this 16 my of February A.D. 1911.

Mate of Indiana, County of Snow AS:

Refore ne the understanged wother public, to and for said founty and State, this 16 day Setruary A. 1.1911, per sonally appeared the above named Hyanes ". Hondrann, urnarylad, men achieved the the execution of the foregoing dead.

Carte Linnver. Pierson and and Totarial Meal, the bay and year land above written. Motory Public Seal

L. Benny Son Letter

Tegal form approved the 1911 and 1911 and 1914.

Te per littion approved F.T. Hatch.

Votery Purities.

The Table part of the

Four during 1 seventy seven & 00,100 hollars in hand paid, Conseys and durrants to Sandalia Palirosa Commany, mindiated comparation organized and existing under the laws of the States of Indiana, and The walling that we widower of Knox County, State of in lane, in constitution of



COMMITT OF ANDA

tentrula stablementación sun muchos els els

i, D. M. wimore, a motify putale in and for seld County in the attate aforeseld, do no only certify that John W. wrespect and fills M. preventy, his alle, personally impers to me to be the same persons above names are admirabled to the foregoing instrument, appeared before me this day in person and acanomicages that they sighted, active and delivered the seld instrument as insir free and voluntar, and for the uses and put yours therein set forth, including the release and active of the right of nomestead and nower.

within amor my mand and seem this note any or July, 1945; my committation empires Sen. Arts, 1947;

S. D. SILBORE ASSAULT PACIFIC

(INDIANA BUTARE PUBLIC OTAL)

MECONDER 185 00m DEL OF ADURET, 1945 AT 1100 O'CLOCK P. M.

in ranks within a. A. C.

\$4544C4222335587676397557688464887515475

go. 3619 '

OIL & GAS LEASE B 1786

ACCRECATE, Ends and entered into the 4th day of January, 1944 by and between Levell Sexter "serbay and "Dis Overbay, burband and wife, R.R. I "heatland, Indiana of horeinafter nalled leaser (whether one or more) and SUS OIL COMPANY a Corporation, its concessors and assigns, hereinafter called lease;

eitherseth; That the said jessor, for and in consideration of ONE HUNDRED THIPTEEN AND 25/100 Bellars cash in hand poid, the receipt of which is morely acknowledged, and of the commands and agreements hereinafter contained on part of lessee to be paid, kept said performed, has greated, demised, lessed and let and by these presents does great, demised, lesses and let unto the said lesses for the sole and only purpose of mining and exercises for oil and gas and of laying of pipe lines, and of building tanks, powers stations and exercise thereon to produce, save and take core of a id products, all that worked tract of land situated in the Rosenship of Steem, County of Enox in the State of lands and described as follows, to-sit;

past 270 serum of Denstien 115; east half (Ng) of South Third (1/3) of Donstier.

116 lying South of the read, except 25 seres in Northeast Quarter (NT) thereof and
exactaining 75 seres more or less; North 45 seres of Denstien 126 lying West of the read
exact Serth of the ditch; 63 seres off West side of Soustien 126 lying South of the disch;
exactaining in all 463 seres, half of which is exactly leasur. Township 3 North Hange 8
Took

containing 225 1/2 acres more or loss, in roby releasing and univing all rights under and by wirkes of the Expected Exception Loss of this State.

gate bears also corress and includes all land amed or claimed by Lessor adjacent or continuous to the land particularity described above, whether the same be in said among or surveys or in adjacent curveys, although not included within the boundaries of the land particularity described above. For the purpose of calculating the payament becomester provided for, and land in cotinuous to comprise 226 1/2 acres, whether it assuming comprises more or look.

It is agreed that this leads shall remain in force for a term of ten sears from the case, and so long thereafter so all or got or either of them is preduced from said tend by leaves.

In consideration of the premises the said leaves dorestate on durant to fairness to the credit of locate, from of cost, and table reservoirs of the cipe line is smith leaves may connect walls on said lond, for equal cost-offers the cipe line is smith leaves from the leaves resistant.

The gas from mach oil or que sell which troduces got chile to much to Mint told of the creation, and if meet by the leases in nor manufacture of gasoline, leaves will far leases mentally for measurable of the gas at the most of the well; and leaves to have gas free of the from any acts for the gas at the mosts of the well; and leaves to have gas free of the from any acts well for all stores and all inside lights in the trincipal desiling on all leaf during the same time, by making his one connections with the well at the contribution.

If no wall be communed on said land on or before the Ath day of January, 1944, this lease shall terminate as to both parties, unless the leases shall am or before that date may by timier to the leasor the sma of till it Lollars, which shall merete as a restal and cover the risilers of deferring the commemcement of a well for Tablys woulds. from said daily. The cayment berein referred to may be made in currency, craft, or chack at the option of the leaves and the depositing of such ourseney, draft or sheek in any cost office, with sufficient postage and properly addressed to the lescor, or to the person or depository designated below to receive sold rentals, on or before said lost mentioned date, shall be despet cayment as becals provided. In like mander and upon subsecuent like may onte or tenders, the communectof a well may be further deferred for like periods of the same number of mouths successively. And it is understood and nareed that the consideration First recited a rain, the down savaent, covers not only the privilege granted to the date when said first rental is capable as ofcressic, but also the lesses's pottem of watending that revise as aforesaid and any and all other rights conferred. All rentals referred to mercin may be said or tendered to Lawell Dester Owerbay, R.S. 1 Sheatland, and, personally or by check mailed to--- State of ----. Notwithstanding the death of the leasur, or his successor in interest, the payment or tender of rentals in the sunner provided above shall be binding on the heirs, devisees, executors and equinistrators of anch person. If the lessed presides shall hereafter by comed in severalty or in preparate tracts, the premises, preschaless, shall be developed and operated as one lease and all regulites accraing bereander shall be treated as an entirety and chall be civided among and reld to such separatecomers in the proportion that the screens owned by each separate owner hears to the entire leased acrosse. There shall be no obligation on the part of the lesses to offset wells on separate tracts into which the land covered by this leave may be hereafter divided by sale, devise, or otherwise, or to furnish reparate menering or receiving tanks. If at any time there be an anny as four parties sattiled to remtals or royaltime, lesses may withhold payments thereof unless and until all parties contents, in writing, in a recordabel instrument to be filed with the leaves, a common agent to receive all requests due berougher, and to ensuets division and transfer orders on behalf of sold parties, and their respective successors in title.

Should the first well drilled on the above described land be a dry hole, then and in that erent, if a second well is not communed on said land within twelve nonths from the empiration of the last rental period for which rental has been said, this leave shall terminate as to twelve months would manuter at the electric of reasons at enough of reptals and the so biterrunti a striking the tors of Pure beil to reselve etther of thee, on with like affect by if within the PRESENTATION APPLICATIONS of a sell shall be swaydel Inches Var 18600 (*953.00), IT on the legacion STORE THRANS TANGET Indeed of \$21 Property.

constly state/state. If walk leads and mediation for a shell be maid the ! and andivided fee. Legger shall wald lend for Lette PERMIT PROTECT No well shall erenties without at Leane encoll Degrees shall said presides, inch gg the material in mode or in her beirs, wascutors, " of the last of oak after the leases to thereof: and it is

rights of Erelands
no to a rart or all
such vert or parti
of the rents due for
insofar as it town
ensignes thereof al
forfeited for non

Lessor hereby

by registered sail

whell terminate as to both parts or, onlines the leases we are before the excitation of total terminate shall request the contents of restrict to the content and he for the research of the restrict of the research of the r

If within the releasy term of this lense promotion in the lensed specimes whall means from any cause, this lease shall not become to meet execute control of the lenses for the Lagland of a well shall be commoned before or on the meet execute restrict or the above control of the promot of rectals in the above one below to rectals in the above one below. If, other the relative of the relative term of this letter, productive on the lease termines shall never require this letter and the relative for wider lease require appreciate within stry days (at) from much remarking, and this lease that remains in force arrives the recognition of much precitives and, if contains the require therefore, then as long as prediction continues.

If main issues down a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and restrict begans deviated for shall be pain the imager only to the proportion which learners interest doors to the undivided fee.

assess shall have the right to use, from of cost, gas, bill so, setter reduced as said land for leasure operations thereon, except water from the mails of leasure.

Then requested to leasur, leases shall bury leases's pipe itums below with depit.

Be well shall be drilled measure than 200 feet to the hause or back how on said

precises eithout written comment of leasur.

Leaves shall may for damages caused by leaves's operations to proving cross on sold land; Leaves shall have the right at any time to remove all machinery and fixtures likes on well presides, including the right to draw and remove caring.

If the estate of either prety hereto is assigned--end the printings of assigning in whole or in part is expressly allowed -- the provisions hereof shall extend to thely hater, executors, educaterators, successors, or assigns, but no change in the ownerably of the land or agricuments or rental or royalties shall be binding on the lessee until efter the leases has seen furnished with a written transfer or abalgument or a true dopy thereof; and it is herby agreed that no change or division in the constrain of said land however accomplished shall operate to calarge the obligations or to distain the rights of thelesses; and it is hereby agreed that in the event this losse shall be essigned as to a part or as to ports of the above described lands and the applican or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from them, such infamil shall not operate to defeat or effect this leave imposfor as it cowers a part or parts of said lands upon which the said leases or any nestignes thereof shall make due payment of said rental, and this lease shall never be furfalted for ann-payment of any rental due until after at least ten days? written actics by registered nail or in person shall have been given the larges. - exposure and arress to defend the title tothe lands harely described.

and agrees that the Intres shall have the right at any time to reject fur leader, by rayweek any martiners, tases as other close on the stove describes lands, in the event of defent of payment to impoor, who he subscipated to the right of the bolder thereof, and the underengues, largence, for themselves and their being contents in a stateme, bereig convenier and release all right of doese and homestand to the insulant describes herein. transfer so ally right of poset all notestand may be any say affect the computer for exica that lease is buts, as recited berein.

is tentrally services fills, top to a arbitrary of America, like

Charles intro 15.842

THE SELECTION AND

1 2 4 2 Fr. S. L. Perlina

STORY CHARLES NAME OF STREET

to large F. reather, a differe rubite for and in said County, in the fitte aforesaid. de bereign sertify that imposit juster drawing, decapabilis known to be its in the inteperson whose same to subscribed to the foregoing the trumbut, it was to before no this lay is recent and prepared that is signed, assist, and delicerar the wid instructed to of a free and walkerney set for the use; was purposed the rets sat forth, including the esteers on sutter of the rights of ropestedi.

drawn under my mend and official seed this with day of becomber, a.C. 1941.

of the state of th Saut County

In Commitsion excites and, 13, 1940 CHOTOPY CONC. C. CHOTOR. SEALS DEADER OF THE AND MAKE COURSE ARE

I. Mobel Sectrost, a Mistery Sublic for and in said County, in the State storeship, As hereby buries that lots Overbay, wife of ignell Overbay, Personally known to be to be the ease wreen shore some is subscribed to the foregoing bustement, account before the this dow in payers and acknowledged that she signed, seiled and delivered the said inatrient as her free and voluntary out for the uses and through therein set forth. including the release and entwer of the right; of homestead.

Miveb under my hazed and official seal this Ind day of duguet, 4.0, 1945.

Ency County

My Commission expires Acv. 11, 1948 (MOTANE FURLEY EXPERS BRAL) RECORDED THE SUB-DAY OF ANOTHER 1945 AT \$120 OFCLOCK A.M.

T. PRAKE WILLIS, S.L.C.

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

Bo. 3852 1

DIL AND GAS LEADE

addenial, Made and entered into this 7th day of Asgust, 1945, by and between Swarge Ampel, a ringlemen of legal age of Near County, Indiana party of the first part berginafter called encour (abother one or more) and Kirk D. Moland of Princeton, Indian party of the second part, Dereinafter called leases.

Williams, That the lesser, for and in consideration of One-Dandred and 20/100 motilass (\$100.00) cash in hund paid, the receipt of which is hereby acknowledged, and of the community and digrecomin hareinster contained, has greated, desired, leaved and talt, and 10.00 400 Tu T F 20 X 11 -13450 11 0 G. T w, political -2 1.00mg - 12 mg P. S. T. B. . ***** . .

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Jewis Collins bay of le Murchesara. p7 s230 Li-

tert of the partheest built of beauties life, Township I Kepth, Roops I fact 252 oded and forepriord as followed forelation at the oterio current of pidd.

chine the manner actes the description and to of control the constant in the
property of the charles there are the foreign control of the con The first of Decetion III. Seminary 1995 towards; journal respect of Seminary 1995 to the second corper of Seminary 1995 towards and the second corper of Seminary 1995 towards and the second corper of Seminary 1995 towards and the second towards the second towards the second towards the second towards towards towards the second towards the seco A MOSE Death. 11th a 115-126 for the second configuration to an appearant to easily described an electrical and four restal and the second configuration to the appearant to easily described bands remained or chested by these for restal and

The ground that 'do become shed compain to force to a force of the companies or specification for efficiency design or set of these a produced from anti-instant providers for efficiency design of the companies The property of the country of the c mater to the boost of to the boost's spattle to the . or in the country representation of the control of the country reproducts of changes in the country

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

	A STATE OF THE STA	
or arrange surprise at sun the ter Figure	der of March	
ASSESSED TO SECULATE THE SECULATION OF THE SECUL	F(Lowell D. Overbay)	- (MEAL)
MEAL!	and the control of th	SERVI
The state of the s	Lois Overloan:	ISSAL
	[Lois Gverbay]	

No.5560.

SHEED TY COME DEED

This important withhousers, that musto as runters one and asser Cox, her numbers, whilest b. Fulford and Trylan Fulford, his wife of Gaox County, in the state of Include, Convey and warrant to standard Doel womans of abox County, in the state of Audiana, for the sum of One Bollar [2].00) and other velocity considerations, the retaint of which is knownly expressly and medically and the coal Lying in and Union the following described real estate in Sage County in the State of Indiana, to-wit:

Part of Constion occasing oix (76) Toxassip Three (3) worth, assign also (9) went of the me.out principal serials, bounded and rescribed as follows, boxit: seglanths at a point on the southeast like of said Donation; 76, distant 14.68 chains south 515 degrees went from the sast corner of said Donation; running themce north 38 3/4 degrees went 34.08 chains; themce south 515 degrees went 11.59 chains; themce south 38 3/4, degrees east 34.08 chains to the southeast like of said Jonation 76; themce north 515 degrees east along said like 11.59 chains to the place of beginning, containing 40 acres, more or

Also part of Donation Seventy-six (76) Township Tures (3) worth, names Mina (9) West bounded and described as follows: Deginning 15 chains south 512 degrees west of the north corner of seid Dometics 76; themes south 35 3/4 degrees east 33.33 chains; themes south 511 degrees west 22 feet; theace morth 38 3/4 degrees west 33.33 chains to the Donation Line; thence north 51; degrees east with said line 22 feet to the place of beginning, containing One (1) acre, more or less, containing 41 acres more or less; together with the right to sine and remove same with full mining privileges also the right to enter upon said premises with such machinery and appliances as are necessary for the purpose of further testing of coal, location of pumping stations and escape shaft (by means of drilling) at any time in the future when accessary. Also the right to enter upon such lands and sing such shafts for supply of air, discharge of water or escape as may be necessary for the best operation of a coal mine; also the right to use so much of the surface of said land (not to exceed forty acres) as may be required for the location and construction of tipples and appurtenant buildings, and the deposit and storage of refuse and other materials; also the right to locate, construct and operate a railroed wwitch over and across such premises, together with a right-of-way for same not to exceed forty feet in width; also the right of way for practical wagon road to aims and its appurtenances, and for the use of the ground so taken and occupied for mine buildings, railross saitches and rocas, the said standard Coal Company shall pay to the said same B. Fulford Cox, asher cox, Hilbert B. Fulford and Vivian Fulford the sum of one numbered and Fifty Dollars (\$150.00) per acre.

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

the massing of cost and has been advertably all all on a large to state with a troexpression matter.

In although a late, the sold late of realized to the action of all and a fallowing of the sold and the sold a

offer or include, Althoughts, see

Sefere me, the minimizers, a actual emblus as must be the man which is a winter the actual of letters at a personal regions and a filter for all facilities and an arminister in according of the analysis sharest of

Witness or same and exteriol coal.

My commission expires tell 1, 1943. (BOTAMS PUBLIC INDIANA AMAL) STATE OF INDIANA

SPENCES COUNTY, 05:

Before me, the unnersignee, a metary Public in the low sale Count, the State, t is valid of October, 1940, personally appeared bilibert of Fulford and Various Fulford, his will and schooledged the execution of the annaled extractly deed.

Witness my hand and Notaria. Louis

Jamella Schoolela Robert Fabric.

My commission agires becamber 7, 19.0. (MOTARY PUBLIC OFFACIA COUNTY INCIANA DIAL)

I mereby certify that U.B.I.B.r.to the amount of purio was hereto attached and conceiled. RECTABLE THE ATA DAY OF DOTOIN ... U. 1940 AT 4:00 of close P.M.

Carrie 10 miles of

\$4.854nd COB. 10. 200-502000

30. 5561.

Marian T. Dide

This IMPERIONS WITHDONESTS, That Fred M. Antibus and minute J. Antibus, insuband and wife of Knox County, in the State of Indiana Couvey and barrant to Claren Scripmin and Mary Benjamin, bushand and wire of Knox County, in the state of Indiana, for one in consideration of One Deliar and other considerations Deliars, the releipt whereaf is arrang acknowledged, the following described near Estate in Knox County in the whate of Indiana, to-wit:

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

IN MITSESS While Mr. The said fred a. antibus and Minnie J. antibus, bustons and wife, made increments set their hands and seals, this 7th day of Seytember 1940.

80. 3380

EASEMENT

regards, Standard Coal Company is the owner and operator of a coal nine located in Paleyra Township, smox County, Indiana, commonly known as the Julian Bine; and, for the purpose of storing water for use in its mining operations, has bereto-fore constructed and now maintains a mine pond upon its said real estate, by the construction and maintenance of a dam sorose a ditch or crock running through its said real estate, and

owners of real setate immediately morth of and adjoining the said coal sine of Standard Coal Company, and perticularly immediately north of and adjoining the said aims pond of Standard Coal Company, and

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

NOW, THEREFORE, for and in consideration of One policy(\$1.00) and other valuable considerations, the receipt of which is hursby expressly acknowledged.

Raymond L. Elliott and Martha T. Siliott, his wife, both of Knox County, Indiana, do hereby give, grant and convey anto Standard Coal Company, an Indiana corporation, its successors and assigns, an essement of limited use and occusancy upon the following described real estate, situated in Enox County, Indiana, to-wit:

Part of Denation Number Seventy Neven (77) township three (3) North range mine (9) Most, bounded and described as follows, to-wit: Deginning at a stake 11.77 chains North 38 3/4 degrees West of the quarter corner on the South West line of said Denation 77; thence morth 72 degrees 45 misster East with the line of land owned by the Trustees of Vincennes University and Louis L. Langdon, Jr. a distance of 64.8 chains more or less to a stake in the Morth East line of said Denation 77; thence West 38 3/4 degrees West with the maid North East line of Denation 77, a distance of 45.57 chains to the North corner of said denation; thence South 51; degrees West with the Morth West line of said denation a distance of 60 chains sore or less to the North West line of said denation a distance of 60 chains sore or less to the North West line of said denation a distance of 60 chains sore or less to the North West line of said denation; theme South 38 3/4 degrees West a distance of 21.90 chains to the place of beginning, containing in all 200 acres, more or less.

The metere, object, purposes and extent of said easement and the limitations, conditions and restrictions upon which it is given and granted by the said Reymond L. Elliott and Earthe T. Elliott, his wife, and accepted by the said Standard Goal Consery are as follows, to-wit:

1. Sais excement shall extend and apply to so much of said described real estate as may be subject to overflow, immedation, injury or damage, either to the land itself, to the tile, sewers and drains thereon, or to crops or pasture thereon, resulting from the existence or maintenance of the aforesaid dam and pond on the edicining land of said Standard coal Company, including but not being limited to the thereonation of the mater courses on the said land of Reymond L. Clints and Martha E. Siliett, his sife. The purpose of this excessent is to completely her any clain or action by the said Reymond L. Elliett and Martha T. Elliett, his sife, or their successors in table, for damages to their said land, crops, tile, severs, drains and pasture, or may part thereof, on account of the existence or maintenance of the aforesaid den and pond on the adjoining land of said Excelect Company, on account

of the flooding or immedation of said real astate of said beyond &. Alliest and Martha T. Alliest, his mife, and on account of interference with the said mater opens or courses of the said Miliotte.

2. It is agreed that the Demonster Coal Company, its ourcessors and excises, coall not raise the overflow level of said dim above its present level; that the rights, privileges and exterrity herein greated by Alliotta to Pandard Coal Company, shall submetically terminate open the Vermanent closing and about and of

2 *

the cald Julies Mine of the Presdard Cool Company, and that at said time Standard Coel Company will reserve enough of sold has to primit the free flow of water in said ditch or presh.

IN MINNESS MEMBER, the said Raymond L. elitate and Martin T. Allipte, his wife, have bereaste set their bands and seals this 23rd day of Fine, 1947.

IS EAL!

ANTER T. BLIGHT

CONTRUCT COCCASA, Econ COCCASA, ECO

before me, the undersigned, a Motary Public in and for said County. This lived day of June, 1969, personally appeared the within named Raymond L. Filiott and Martha T. Filiott, his wife, who approximately of the associate of the associate section. Sittems or hand and official lock.

JOHN A. ACKER. Notary Poblic

By Casasinalon expires:

Dec. 8, 1951

(JOHN &. ACRES EMIN COUNTY, INCLANA MUZAME PUBLIC STAL)

I MENERO CONTROL TOMA D.S.I.B.S. IS THE AMOUNT OF \$.55 WERE BYSETO ATTACHED AND

PRODUCED THE LAST DAY OF FORE 1949 AT 1:40 O'CLOCK F.B.

J. MISPERD CORE, B.E.C.

20, 3550

BASESSETT TAXABLE

THE DESCRIPTION STREET, That CLASSE BLACER, JR. AND MARY S. BARRIS, MARKED AND STREET OF EACH AND STREET OF THE ST

THE BENEFIT ONE SPECIES THERE SIX (196) IN COCREAS'S ADDITION TO THE CITY OF SERVICES, MICK COURSE, LINEARS.

CAMPINE, SECOND SECURIS SECURISH DESCRIPTION OF CLASS ASSOCIATION OF VERCEIVES, CO. STREET, SECOND SECURISH SECURISH SECURISH SECOND SECOND SECURISH SECOND SECURISH SECOND SECOND SECURISH SECOND SECOND SECURISH SECOND SECOND

THE PERSON AND PROPERTY TO PAY THE 1948 NOVERHALL PROPERTY OF TAXES

Enax

County

100 Others and leaven like

Dienes Township

SCHE OF WAY BASENERY

THIS INDUSTRIES, made this 36 day of Section 19 75 by and between Locall Sexter Overbay and Lots Overbay, his side

whose address is R. R. W. Box 202, thoustant, Indiana 47597

of the County of Rook . State of Indiana.
(Dereinafter called the "Greator", whether one or more) and PUBLIC SERVICE COMPANY OF DEDIANA, INC., an Indiana corporation, and its successors and assigns, (bereinatter called the "Gruntee").

WITHERETT: That for the holiar (\$1.00) and other good and volumble considerations in hand paid, the receipt of which Granter mereky acknowledges Grantes hereby grants to drantes a permanent and perpetual right-of-way and exament and electrical transmission power line with the right to the Grantes to locate, constroned and time a clear, operated and of super-time structures, condectors and all necessary to the facilities and equipment with respect to such line for transmitting electric energy, including crossermes, wires, making, goys, anchors, grounding system and all other appurtonant equipment and for the foregoing being hereinsfier called collectively "Grantes's Facilities" is, in, along, over, through and active the following described lands (hereinsfier called "Frenisses") situated in the Gounty of Locate and State of Indians, be with

A strip of land one countries firsty (1%) feet in width lying account from 1 (3) feet wide on both sides of a center line, which center line shall be established by consecting the conter points of the poles, cowers, and/or supporting structures as constructed on the Previous and/or adjoining lands; and which center line is more particularly described as follows:

beginning at a point on a Scottwooterly property idea of the land of cruster, and point being extended bundered skety-live and four tenths (185.4) feet for the number of the Southeasterly lime of Donation #21), Township 3 North . S Nest, and I see runs on a bearing of North to % Sant for a distance of thir course thirty— and its me tenth (3132.1) feet to a point on the Northeasterly will intend to law of the land of Granter, while point being theory-three members forty-four a section (195.4) less property scotter of the land of Granter.

Which evrip of land is ideated to the part of the land of Grants of the part of Downton Sill, and Sirt, all owing in Township 3 North Ranco Court, and the Mainland in the above described expenses strip 10.00 across more or loss.

Py acceptance of this eract, fractic agrees that upon intuitional attenues of in-Grantee, including the conors and essigns of the rights and privileges herein amoiet, and rights and privileges shall terminate and the burden imposed upon the fee simple estate but, automatically estimphished.

DOCTORS with the right to the Grontee: to cut, to control or eliminate by Commission of other means, any trees, overhanging branches and vegetation, and at its option to remove from the Frances or the lands of the Grantor adjoining the same on either side obstacion or obstructions which may endanger the safety or interfere visit the installation, one, or enjoyment of all or any of Grantoe's Facilities: to relocate at any time or those all of Grantoe and eigenstate to relocate at any occasion particle of Grantoe a real estate to the Premiors by way of established roughs or lanes at any and all therefore the purposes of exercising and enjoying any and all the rights hereby as and in Grantoe, exclusive of any emergency climations that might erise (i.e. Acts of Goo, etc.) is which event such ingress and egress route shall be within Granton's discretion.

It is medicationed and agreed;

- Grances shall promptly thesize or replace all fences, gates, drains and disched damaged or destroyed by them the Frentzes and shall pay Granter all damages done to crops, livestock, fruit trees and nursery stock on the Prentzes providely caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filled with the Grantee at its General Readquarter's office within two hundred forty (200) days after such damages occur, provided that it such damages are not reasonably foreseen by two Granter, such time finitations shall commonce only after the Granter has a accomble notice and/ar awareness of any issuage. If Granter accepts such claim of Damages, the same shall be paid in fail within thirty (30) days; or, if rejected Granter shall notify Granter of such rejection in writing within thirty (30) days.
- Grantor shall have the right to cultivate or otherwise use the easement strip in
 any way not inconsistent with the easement hereby granted, including agricultural
 uses; provided, the Grantor, including successors and assigns, shall not cause
 any building, structure or other obstruction to be constructed and placed upon
 any portion of the easement strip.
- desired expressly limits itself to the structures and to the utilization of the sight (8) transmission wires, with the vertical distance of such wires from the ground receives being in minimum conformity with the requirements and specifications of the Glactric Sefery Code story Daily

190

32)

- 5. Grantee coverants that the Frenices may be used for accommodating uses, such as water lines, gas lines, state or ampliary sewers, attent, cidewalks, alleys, telephone and CATV cables and other uses provided that any such proposed accommodating use shall must use written authorized acceptance by Grantee as a quadition precedent to such occupation.
- to indemnify and now harmless Grantor, their successors and assigns, from the application and all claims, demands, actions or causes of article that may be hereafter made or properties against Grantor, their successors and assigns, or against Grantor and any other parameter made or property demand of restants and any other person, firm or corporation for property demand of restants and any other person, firm or corporation for property demand of restants and any other persons of Granton for directly research from the conservation, operation and maintenance of Granton & Facilities, and any size of maintenance of Granton their successors and assigns, for any size of many that they may be restained their successors and assigns, for any size of many that they may be realise in required to expend in assembling with or because of any such claims, demands actions of causes of action. Any size of many that they may be realise to shall be ministed in writing to Granton within a sixty (60) days after many sizes of much claims.
 - wrantes's right of ingress and ogress, by way of established roads or lane; as emergency routes, shall be conditioned upon the prompt payment by Grantes . Meaning, their sucressors and assigns, of any laters of damage to any sucre limbed roads or lanes, is mergency routes, directly resulting from Grants 'I use thereof
- 5. Grunter (cremania that it will take all reasonable presentions in the construct operation and maintenast of Grantee's Pacifities to prevent the flight or is an iteration, and Grantee assumes all responsibility, as well as possible decays to third parties a samed by the flight or escape of such livestals if directly attributable to the case of the Grantee in the construction (e.g.)) and maintenance of Grantee's Facilities.
- 9. Gradies he observated and opened that this Highled-Way Laborated and a gradies to Granice becauser, may be assigned of transferred by Granice at an fire without further consent on the part of Granice, that Granice shall increase will be for the name of the party to whom any outpressionant or true to has been made.
- (6) This individue contains all the terms and conditions of this casement, expression implies, settles the parties hereta and shall be binding upon, and institute besefit of Granter and irrotes and their respective representatives of outcommons, assigns, lessees, and licensees.

IN WITHING WHEREVE, the said Cristic was beremite for _______ tany__tor at ______

A TOWN WATER	ata bourk		
		(BEAL) the contract	
STATE OF INDIANA) }\$\$:		
COUNTY OF ELCL			
county and state,	ALL LOADS AND AND THE	windersigned, a Noter, Public in and for	J. Carrie
WITHUSS my hand a	ed Recursal Seal	this 35 day it July & Last Allegard to Sheet	1921 Ny Rabia
WITHESS my hand a		Manne & ELec	1973
WITHESS my hand a	ed Recursal Seal	Account to the Account of the Accoun	1923
WITHESS my hand a	ed Recursal Seal	Tota instrument was prepared by: Frank T. Levis, According at Lan., 1000 East Main Street	1972

SCHOOL THE 9 DAY OF CHEST 1973 AT 970 O'CLOCK A TO. Fragment Child B. L. C.

Form

5.1

Compation Proceeding



136/149

PRODUCTION NO BOOK AND

OR AND DAS LEASE

MIDCONTINENT REPRODUCTION CO.

Lowell Deiter Orderbay a wedower not since remarried RR. 1 Wheatland, Indiana 47597

Energy Pesserves of District And District An

Part of Conations 115, 126, in Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51% degrees West on Donation Line 37.04 chains to a stake; thence North 38 3/4 degrees West 36.02 chains to the center of the ditch; thence in the center of the ditch as follows, North 55 degrees East 9.20 chains; thence North 4 3/4 degrees East 5/30 chains; thence North 9% degrees East 2.10 chains; thence North 28% degrees east 2.40 chains; thence North 57 degrees east 9.70 chains to the East Line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes Nost along said right of way line 27.00 chains to an iron stake; thence North 60 degrees east 12.80 chains to a post; thence South 38 3/4 degrees East 63.07 chains to the sleb road on the Donation line; thence South 51% degrees West on the Donation Line; of the place of beginning, containing 206.50 &cres, more or less.

Also, Part of Domation No. 115, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Seginning at the South corner of Donation No. 115; thence North 38 degrees 45 minutes west 18.66 chains; thence North 51 degrees 15 minutes East 24.24 chains to a stake; thence South 39 degrees 10 minutes East 16.65 chains to a stake on the Southeast line of said Donation No. 115; thence South 51 degrees 15 minutes west 24.38 chains to the place of beginning, containing 45.35 acres, more or less.

Also, Part of the Northwest half of Donation 114, Township 3 North, Range 8 West, bounded and described as follows, to-wit: Beginning at the North corner of said Donation 114, thence South 514 degrees West 55.68 chains; thence South 38 3/4 degrees East 8.16 chains; thence North 514 degrees east 55.62 chains; thence North 38/3/4 degrees West 8.16 chains to the place of beginning, containing 45.43 acres, more or less.

Bare 6-82 Parts L.C.-726-88* (Greaty) Participant Great

6663

Auditor's Office of

ENCY



Proj. No.

RIGHT OF WAY GRANT

This industries witnessed that the underrupted, as given by before, more defining peacethed below, through possed by the Country of State to targetow, herein for long of Way, hands as described below and located to the peaceth forms of as	grant, barrent, warrant and	pass & public lightway which it is pro-
PLANE ON COUNTY ROAD NO. SE 3005	PRIMECT NO. CS-4962	are seek no know yet
Donation 9 35 R S4	14018 0-322	PLANS DATED 12-5-77 SQ PT ACARS, MORE OR LESS, ACQUIRED
Descriptions are of parcels of land lying between the	c plan controline and the pi	as right of way line on the above desig-

Scenarios distances along justs emiterists are indicated by Station Number and plat.

Widths of purests are indirected in fact, a wasted at a right engie from plan contentive at designated Station Number and plan; between the Station Station Station are plan; between P.L.; P.L.; P.D.; L. or Civil (indicating property line, Fusco Line, Print Division, Lot Line and Centerison of Stream respectively) or other identifying notations, it shall mean that the homology line follows gain identified line from plan contention to plan right of way line.

FROM AT	ATMIN IN STATION	LEFT SIDE OF CENT	RLINE	MIGST SIDE OF CENTURLINE
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5 - 75	w 7 * 75	30" 10 4	feet	ter ter
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WELLOWSEE THE 19 DAY DE DOLL 1877 AT 2 O'CLOCK PM. FITZENNIC. Westfall & K. C.

Bay 6-15 Form LC-128-87 (Charle) Parvillace Gravit

Auditor's Office of

RIGHT OF WAY GRANT

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Str. No. Horas, 994,8

This industries ethiosests that the underseport, as prestore and note review of land to first?	
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PLANS ON COUNTY POAD NO SE 3005 PROJECT NO CO-8942 HEC. BY: NO KNOW YOU'S PLANS DATED \$2-5-77 Donation MAR 115 T 30 K 68 SQ FT. ACRES, MORE OF 1855, ACQUIRED Descriptions are of parec's of hand tring between the plan conscrime and the plan right of war line in the above dong Measured distances along plan experience are industed by Station Number and plan Weights of parents are indicated in fact, ownships and right engine from pine contribute at designation Station. Number plus, because, when Station Station and plus is followed by the letters P.L.; F.D., L.L. or C.L.S. (redicating only two, Pence Line, Field Decision, Let Line and Contestine of Percent respectively; or close identifying testations, it makes the Scandary time Science and respectively are constituted to plus right of way line. FROM STATION to STATION LEFT BEDE OF CENTERLINE RIGHT SIDE OF CENTERLINE ON CENTERINE (C/L)_ 9 + 00 n 10 + 35 55*(R/W) to 135" 20 4.35 11 + 30 234* 11 + 50 10 + 20 135' to 12.5'(B/W) Smit man Blog for 124 - 18 4 ... Windows Control South. Acres has land, but ford Recording For & The house was See: The shows and foregoing grant to made in consideration of payment of the sum of ... Dollars (4 - 0 -), which sum chall be valid to the order of Lowell D. Overbay (Cive address of Payes) It is further understand and agreed that this conveyance transfers only the right to make, conveyer and maintain such influence on sold lands and to use any material lating within the above described limits suitable for use in constructing and single-way and deep not convey any rights to any minerals or other substances underseath the surface, except at may be used for the construction or maintenance of such improved highways. to design shall be out or removed from sold granted right of way except that which from time is designated by County, through its antherited representatives. Whenever the County of Albert is temperated by abuilt designated by the best of the removed from said right of way, the grantees shall permytly remove the same from said right of way, the grantees shall permytly remove the same from said right of way, the grantees of the contractor may remove such the barded of way said the adjuling said of the grantees, or successor or if he or they object, may remove such the barded of way said the adjuling said of the grantees, or successor or if he or they object, may reflect out the barded of the grantees. SHOW THE record, may food be, also (is) or they (are) the sole owner(s) of the above described property, and said grantees present that these are no encombinates, beares, bear or aptions of any blad or character on said hands as conveyed, these below, and still they make this representation for the purpose of bedaning the County of the account horsels disputated. ad that all peculators of this great are maked alsows end that me certail agreements or president are (Granus) (Granting) (Greatur)

(Grantor)

Board of Councy Communicationers of Knooe

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- County, Indiana Marrie G. Westfulf

COMM. CLAUSE

OIL AND GAS LEASE

SCOTT PORTS ES

ADREEMENT, Made and entered into the 24 day of October 1979 by and between Lovell Dexter Overbay

mesor (Whether one or more), and Ram Oil Co.

horsinafter called

Some Sherood to produce, save and take mars of said products, all that certain tract of land situated in the County of KROX.

State of Indiana described as follows, together. (Steen Township)

Part of Donations 115 and 126 in township 3 north, range 8 west, bounded and described as follows, towit: Beginning at the corner of Donations 114, 115, 126 and 127; thence south 51; degrees west on Donation line 37.04 chains to a stake; thence north 38 3/4 degrees west 36.02 chains to the center of the ditch; thence in the center of the ditch as follows. North 55 degrees east 9.20 chains; thence north 4 3/4 degrees east 5.30 chains; thence north 9, degrees east 2.10 chains; thence north 28; degrees east 1.40 chains; thence north 57 degrees east 9.70 chains to the East line of the Vandalis mine switch; thence north 22 degrees 39 minutes west along east 12.80 chains to a post; thence south 38 3/4 degrees east 63.07 chains to the slab road on the Donation line; thence south 51; degrees west on acres, more or less.

Acres, more or less.

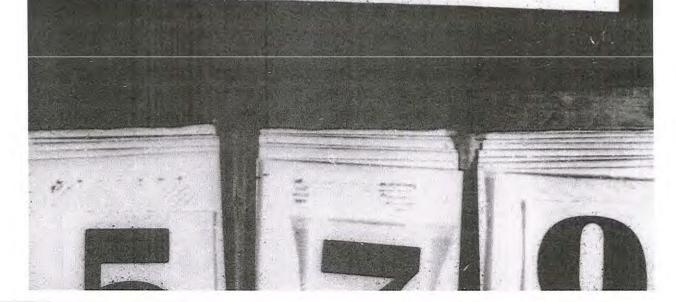
Also, part of Donation No. 115, Township 3 north, range 8 west, bounded and described as follows, towit: Beginning at the south corner of Donation No. 115; thence north 38 degrees 45 minutes west 18.66 chains; thence north 51 degrees 15 minutes east 24.24 chains to a stake; thence south 39 degrees 10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

to the place of beginning, containing 45.35 acres, more or less.

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

Also, Part of the Northwest half of Donation 114 Township 3 North, stange 8 West, bounded and described as follows, towit: Beginning at the north corner of said Donation 114; thence south 514 degrees west 55.68 chains; thence south 38 3/4 degrees west 55.68 degrees east 55.68 chains; thence north 38 3/4 degrees west 8.16 chains to the place of beginning, containing 45.43 acres, more or less.

Containing in all the above described real estate 297.28 acres,



	IT IS AGREED that this lease shall remain in three for a form of Seven (7) Months from this date, and as long thereafter as oil or got, or allow of them, to produced from said land by lease. In consideration of the premises the said lease governments and agrees.
	lat. To deliver to the credit of lenner, free of east join that reservoirs or into the pipe line to which lessee may connect wells on
	paid famil, the equal one-exploit (%) part of all oil produced and saved from the based promises. Doi: We pay issue me-eighbit (%) of the gross proceeds oated year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the promises, and it used in the manufacture of gas-like, a royalty of one-eighbit (%) payable monthly at the prevailing market rate for gas; and leaser to have gas free of cost from any such well for all stoves and all incide higher in the prevailing on used least during the name time by making leaser's own numericans with the seel at leaser's own rate and expense.
	and. To pay leader for the produced from any oil well and used off the premines or in the manufacture of gasoline or any other product a repully of one-eighth (%) of the proceeds, payable quarterly at the prevailing market rate 2, the mouth of the well.
	If no well be commenced on said tand on or before the 12 day of 17 19. It this lease shall terminate as to both parties. If the lease shall commence to drill a well within the term of this lease or any extension thereof, the lease shall have the right to drill such well to completion with reasonable difference and disputch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue red be in turns with like offset if such well had been completed within the term that mentioned.
	If said leasor owns a less interest in the above described hand than the cuties and undivided the simple estate therein, then the regulates herein provided for shall be paid the said issuer only in the proportion which leason's interest bears to the whole and un-
	divided for. Leave shall have the right to use, free of cost, oil and syster produced on sold land for leave's operations thereon except water from the wells of leaver.
	When proported for taking female shall be no because when him below place displic.
	No well shall be drilled meaner than 200 feet to the house or barn one on said premises without written consent of leaser. Leaser shall pay for damages caused by leaser's operations to growing crops on said lands.
	The same about the minds of the form to remove all anarolinese and formers alleged an axid Distriction, Michigan we will
	course a between given the right and power to post or combine the acrossy sourced by this leave or any portion thereof with the force are below in the successive vicinity develop when in he spacing relate of any leavest or advisable to do it in order property to force and appearance and promises in the spacing relate of any leavest and appearance and promises are to the spacing relate of any leavest or advisable to do it in order and the promises are to the spacing relate of any leavest. The end if relatively to produce the relative produced in the leavest and appearance are to the promises the produced the relative to any production to found on the promises are to the promises any spacetime the production from the production in final front this leaves, and it they become if production them to make a production them to the production to the production them to the production the production the production that the production them to the production them to the production them to the production the production the production that the product
3	is a machining well is found. In
	Lessee agrees to drill one well per year if a producing well is found. In the event more than one well is drilled per year, the accumulative wells will count as one well per year. If wells are not drilled eachyear, lessee will release undeveloped acreage.
	Youell Dexter Overbay
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Bicknell Area

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ASSIGNMENT OF DIL AND GAS LEASES

KNOW ALL MEN BY THOSE PRESENTS

That the undersigned, SCH OIL CO., berkinefter called Assigner, for and in presidentials of the Schiar (\$1.00) the receipt exercit is evenly asteomissional, mass bereig sell, assign, transfer and set over case IRC OIL Company, hereignefter called Assigner, all right, title and interest in and to too OIL company, hereignefter called Assigner, all right, title and interest in and to too OIL company, hereignefter called Assigner, all right, title and interest in and to too OIL company.

And for the same consideration the Assignor commands with the Assignment its helps, successors or assigns: That the Assignor is the lawful owers of and has good title to the interest above assigned in and to said leave, estate, rights, and property, free and clear from all times, encommances or adverse claims: That said leave it a walld and subsisting leave on the land above described, and all remtals and royalities due thereunder have been paid and all conditions recessary to keep the same in force have been duly performed: and the Assignor hereby surrondors and releaves all rights of down and bowestead to the premites above described.

EXECUTED THIS 26th day of James 1800

RAN DIL CO., am Illinois Corporation

Stephan A. Hessman, Vice President

STATE OF ILLINOIS }

55.

the State efforcasts. Or hereby certify that Standard A. Hereby of RAM Oil Co. To me person each standard to hereby certify that Standard A. Hereby of RAM Oil Co. And allow known to me as the person where the is efficient to the formations instrument, appeared before are this day to person and acknowledged bit signing, smalleg and delivering the said instrument as the free and relegions of said RAM Oil Co., for the consideration and despotes there, set forth, and that he was duly authorized to execute the came by the Search of Directors of said corporation.

in witness weeker, I have set my hand and soal hereto this 26 7 day of

Both & Comme

My commission expires:

4/5/81

761 FERTSIT A Oil and Gas Lesse dated Grober 1, 1975, from Barbara Llayd Michael. as Lesson, to ESM Oil Co., an Illinois comparation, as Lessee, recorded to Book 142, Page 570, of the records of the Office of the Soconder of Mos Carmay, Indiana Oli and See Lease detect October 1, 1975, from John Lloyd, as Lesson, to ANN DIE Co., at Illients componention, at Lessey, recorded in Dook 142.
Fage 573, of the seconds of the Office of the Recorder of thos County. 100104 Dil and Ges Lewis cated Schober 1, 300%, from Affine Robinson Elmur, as Legson, to NPR did Co., as ITTing's corporation, as Lesses, recorded to book 182, Page 201, of the reserve of the Dffice of the Recorder of Amor County, todiana, O'l and Gas Lease dated October 1, 1979, from Charles D. Bodinson wit M. Fouline Robinson, bushend and offe, on Leasans, to REM US1 Co., on Illinois componention, as Lospes, recorded in Book 142. Page 991, of the records of the Office of the Recorder of Knox County, Indiana Oil and Gas Lease dated October 1, 1975, Free Corinna National House, or Lessor, to MAN Oil La., as Illinois corporation, as Lesson, recorded in Sook 142, Page 594, of the records of the Office of the Recorder of Then County, Indiana The above leaves cover the following described property to wit: Fart of Donation One Hundred Twenty-six (126), Township Three (3) Borth, Raope Eight (9) West; bounded and described as follows, to wit: Beginning 9.67 chains, North 51 degrees IS minutes East of the September 25 states Act to 12 decrees 15 minutes 125 of 75 courses over 15 minutes 125. 30 chairs, themse Acrth 30 decrees 15 minutes 125. 30 chairs, themse Acrth 30 decrees 45 courses west, along the center of a gravel road, 13 decrees 45 course which themse 150 minutes 150 chairs at 15 course 150 minutes 150 chairs at 15 course 150 minutes 150 chairs 150 chairs 150 chairs 150 chairs 150 minutes 150 chairs 150 chairs 150 minutes 150 chairs 150 ch caining 133.4 Acres, more or less. Also, part of Desetton One Humared Tampaty-6th (176). Township Three (3) Rorth, Runge Eight (3) West, bounded and described as followstoward: September at an from pape in the contor of a gravel road. 42.47 chains, North 515 degrees East and 39.66 chains, North Lo 3/4 degrees West of the South corner of said Constion 105; thence Borth 36 degrees 45 elmutes West along center of said road 16.77 chains to the center of a ditch; thence South 19 degrees 36 minutes West along the center of said ditch 16.84 chains, thence South 38 degrees 45 minutes East 21.22 chains to a place; thence Forth 51 degrees 15 minutes East 16.67 chains to the beginning. containing 33.3 Acres, more or less. Also, part of Cometion One Hundred Teenty-els (126, Tranship Teres [3] Morth, Range Eight (8) West, bounded and described as follows. Co-wit: Aeginning at an from Pipe in the center of a prevol road 42.47 chains, North 514 degrees East and 19.55 chains borth 28.374 degrees West of the South corner of said Constion 776; thence West 38 degrees 45 minutes West, along the center of said road 19.97 chains to an iron pipe; thence South 51 degrees 15 minutes West 16.67 chains to a stake; thence South 36 degrees 45 minutes East, 19.97 chains to a state; thence North 51 degrees 15 minutes East, 18.67 chains to the beginning, containing 33.3 Acres, more or Containing in all the above-described real estate 200 Acres, more

4. Oil and Gos Leage dated June 70. 1979, From Paul E. Horn and Berthe R.M., thanken and Wife, as Leasure, to RAM DAT Co., an Illinois corporation, as Leasure records in Soak 182, Page 674, of the records of the Office of the Decorder of Rook County, Indiana, covering the following described property, to-eft:

Part of Constion Numberous (5), Yourship 4 North, Range 6 West, Semposed and described as Yellows. Beginning at a point on the Contowest line of said Denation (5), South 38 3/4 georges West 20 El chains from the West corner thereof, thence North 51 decrees Last, 17.75 chains, thence North 30 3/4 decrees Last, 17.75 chains, thence North 30 3/4 decrees Last, 17.75 chains, thence North 30 3/4 decrees Mest, 25.75 chains to the place of beginning contoining 32 a3 Acres, waren or less.

Airg, part of Donation Number [52], Township & North, Gange I West, Dounded and described as follows: September at the West corner of said Constine 152; thence Rorth 51% segrees East 20.10 claims to a stake on the Decetion limit thence Nouth 22.46 decrees [481 1] 25 defins to a stake. Anderson's corner. Thence Nouth 25 degrees West 20.57 chairs to the Decetion limit than the Donation limit than the Decetion limit to the Decetion in a limit that the Decetion limit to the Decetion in a limit of the Decetion limit to the Decetion limit contains 21.63 Acres, more or Turn

Containing in book tracts 50.46 Acres, more or loss.

7. Oil and Sas Leane dates October 13, 1979, from Elementh Vecus, as Leaner, to NAM Dis Ca., on Illinois componition, as Leaner, enforced to thes 147, a Page Nac, of the seconds of the Office of the Recover of Ends Energy, Indiana, covering the following described property, to-est.

Part of Dengtion Number 139, described at follows. Destruing at the East corner of said Dengtion 134, thence South 31, degrees what 15 chains to a stake; thence South 38 3/4 degrees. East 18 shains and 88 links to a stake; thence Northwest 15 chains as a stake; these shorts and 38 links to the place of Deginning, containing 19 32 Acres.

Also, part of Constitut 139, Township 4 North, Sange 2 North, Nancribed as follows, to-wil: Beginning at a point on the Southwest line of Denation 152, therry-six and one numbered the (36.01) chains borth 35 J/A degrees wast of the South corner of said Denation 152; thence bouth 510 degrees less 1204 for the stone; theree North 16 J/A degrees wast 144.75 feet to these; theree North 511 Augment East 1204 feet to the Forthwest item of taid Constitut 139; thence South 35 J/4 degrees East 144.75 feet to the place of Deginning, containing 4 Acres, more or less.

Also, part of Docation 139, Township 3 and 4 North, Pange 8 West, Doubles and described at follows, to-wil: Seciment South 20 3/4 decreen East 47.91 Shains from the North corner of said Donation 139; thence South 31; degrees West 10.25 chains; thence horth 38 3/4 degrees West 10.05 chains; thence North 51; degrees East 10.25 chains to the Northeast line of said Donation 139; thence South 38 3/4 degrees East 10.55 chains to the place of beginning, containing 10.3% Acres.

Also, part of Donation 137. Township & Borto, Ramon & West, described and Nouncles as follows: Deginning at a stake on a time resting parallel with the Portheast boundary line of said Donation, and Stake being 27 rods Southeast of a stone being list of submitted to being 27 rods Constituted Soundary line of said Donation, there exists to be being list 4/12 feat from the Portheast Constitute of Said Donation; there exists parallel with the Northeast parallel with the Northeast Donation 50 rods; thence Northeast parallel with the Northeast Donation 50 rods; thence Northeast parallel with the Northeast Donation 50 rods; thence Southeast Donation 50 rods; thence Southeast Donation 50 rods; the Northeast Donation 50 rods; the Nor

Containing to 311 43.5% Acres, mare or less.

511 and GSS Lease dated October 4, 1973, Prope Leonard J. Mood and Melan G. Thomas, as Lessons, to RSM Dil Co., an Illinois comparation, as Letter, recorded to Book 162, Page 576, of the records of the Office of the Recorder of Enox County, Indiana covering the following described property, to-est:

Part of Constion 162. Teaming - North, Lappe 3 West, described as fallows. Sectioning at a wise on the Southwest line of said Desatton Borth 32 3/4 decrees west has beet from the South Consent Thereoff (being North 33 3/4 decrees West 100.5 feet to a stake, themse South 53 3/4 decrees Last 1210 feet to an iron stake, themse South 33 3/4 decrees Last 1210 feet to a purp aims; themse South 3/4 decrees Last 170 5 feet to a purp aims; themse South 3/4 decrees West 1210 feet to the beginning, containing 11.0 Acres

5. Dil and Gas Leake Sated Scholer 24, 1970, free Lowell Dexter Overbay at Leaker, to NAM Dil Co., an illinois composation, as Leaker, recorded in Book 142, Page 379, of the records of the Office of the Recorder of Local County, Indiana, covering the following described property, ju-uit.

And of Monetical IIS and IID, Township 3 North, Manua 2 Mail, by which and described as follows, bound: September 3: the corner of Dometical IID, IIS and IIV; there's South EV, degree of the Dometical IID, IIS and IIV; there's South EV, degree of the Dometical IID of the Contex of the District IID of the Contex of the District IID of the Contex IID of

Also, part of Donation 115, Township 2 morth, Range 8 Mest, bounded and described as follows, to-writ: degreesing at the South corner of Donation 115; themse Morth 38 degrees 45 misutes days 18.60 Chairs; themse North 51 degrees 15 misutes fast 24.20 chairs to a state; themse South 30 degrees 10 minutes last 18.60 chairs to a state of the Southeast line of said Constion 115, themse South 51 degrees 15 minutes west 24.00 chairs to the place of the tening, commanded 45.35 Acres, more or less.

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

Also, part of the Northwest mair of Denation 114, Township J Sprith, Tongs S West. Dounded and described as follows, towest: Degissing at the North corner of tald Denation 114; thence South 51\ Secree 1 at 51.65 chains; thence South 35 3/4 degrees tast 5.16 chains. Thence North 50 3/4 degrees East 51\ degrees tast 51\ degrees t

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

10. Oil and Cas Lease dated October 25, 1979, from Paul Horm and Bertha E. North, Academic and offe, as Leasure, to RAN Off Co., as Illinois corporation, as Leasure, recorded in Book 182, Page 582, of the records of the Office of Recorder of Enes Guesty, Indians, covering the following described angerty, to-aris:

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The second of the same of the same in the same of the

[MCFF1] the METRIES At of the following assembled floris of real extant, the wit:

Alias, pick of sonation 140 bounder and concerted an inlower, treat to treat at a state which is South as degree, and 20 minutes less posted and it attracts are 20 minutes for the form the Morth Corner of Donation 148, should be both to be at the south and 14 minutes west 815.1 feet to a state, there is both to decreas and 24 minutes west 825.5 feet to a state, there worth 31 performed and 23 minutes west 815.1 feet to a state; there exists 31 converses and 24 minutes fast 833.8 feet to the place of penintue, containing 16.32 ferms, more tofore conveyed to the formation Coefficient Mining Company.

Also, that part of the Southeast half of Denetics 140, Township A North, Range 2 West, lying between the American Coal Mining Formany's switch right-of-way and the line dividing said Jonation, said line lying between the lands of John Philisppe and James 1. Spra, and heins the same real estate heretofore conveyed by James E. Horn to 1. D. Veught on the 27th day of July, 1815.

Leaving herein conceined after said exceptions 260.42 Acres, hore or lass.

Also, excepting therefrom that part heretofers sold on contract, being part of the Southwest heaf of Donation 14D and the Hortheast heaf of America 125.

The amount of acreage herein being leased is 30 Acres, more or less.

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(interesting to the observations shall estate as VI wise, our re-

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Aits, part of Conscion 125, Township & borto, Earge & West considered described as follows, to-wit: Eaglering at the West conserver and Constitut 125; thence Borth 12 decrees 2 minutes East 22.25 chains; thence Louis 40 degrees 32 minutes East 12.56 chains to the public road. Thence Louis to the center 1/2 at the bar 12.25 chains; thence 1/2 chains 1/2 chains; thence 1/2 chains 1/2 chains; thence 1/2 chains 1/2 chains

Containing in both tracts of real estate list. It down, more or less.

OIL GAS 142

766

13. Oil and Sas Lease dated November 7, 1979, from Audrey Phillippe Hourses Lessor, to RAM Oil So., as Illinois comporation, as Lessee, recorded in Book 142, Page 589, of the records of the Office of the Recorder of area County, Indiana, overing the following described property, to-wit:

Part of Abonation 129, Townships I and I Borth, Range 6 West, bounded and described as follows: Beginning as a point in a gablic highway South 10% degrees west 20.8% chains from the fast corner of said Constion 139; thence running along Chansler's line Aprilment 1470 feet to a stone; theoco borth 51% degrees East 563.8 feet to a stake; three South 38 3/4 periods East 1400 feet to the center of said public Alchany on the Southeast time of said because 100; thence Jouth 50% degrees west 564 feet to the place of beginning, containing 19 Acres

14. Oil and Gas Lease dated November 7, 1979, from Mary Ellen Norm. Candade Norm. Cynthia Mae (Norm) Bryan, and (dith Carol (Norm) Lea. as Lessors, to MAM Dil Co., an Illinois corporation, as tessee, recorded in Book 142, / Page 563, of the records of the Office of the Decorder of Knox County. Indiana, covering the following described property, to-eff:

Part of Donation 139, Township 4 North, Renge 8 West, described as follows: Deglening at a stake 13.00 chains South 30 degrees 45 sinutes East of a stone, the North corner of said Donation 139, thence South 38 degrees 45 minutes East 23.30 chains; thence South 51 degrees 15 minutes West 18.00 chains to a post; thence North 33 degrees 45 minutes West 10.90 chains to a post; thence South 51 degrees 15 minutes West 7.50 chains to a stake; thence North 59 degrees 15 minutes West 7.50 chains to a post; thence North 51 degrees 15 minutes West 12.81 chains to a post; thence North 51 degrees 15 minutes West 12.81 chains to the beginning, containing 51.97 Acres, more or less.

UIL GAO 142

767

15. Oil and Eas Lease dated November 7, 1979, from Headowlark farms, Inc., as Lessor, to ESM Oil Co., an illimois corporation, as Lessee, recorded in Book 142, Page 190, of the records of the Office of the Recorder of ANGK County, Indiana, covering the following described property, to-wit:

Part of Donation 152, Jaweship & Horth, Range & Hest, bounded and described as follows: Beginning at an old stone by Armstrong set for the center of said Donation 152; thence South 18 3/4 degrees East 269,0 feet to a stake, the North corner of a 4.50 acre tract heretofore conveyed to Ebester Dillion et us; thence South 815 degrees Mest 350 feet to the Nest corner of said 4.50 acre tract; thence South 18 3/4 degrees East 811.0 feet to a point on the Southeast Time of said Donation (said point wise being the South corner of a 2 acre tract countd by Chester billion) thence South 515, degrees West with the Donation Time 720 feet to a stake; thence Morth 35 3/4 degrees West 528 feet to a post; thence South 515, degrees West 427 feet to a post; thence horth 35 3/4 degrees West 1520 feet to a post; thence horth 35 3/4 degrees West 1520 feet to a post; thence horth 35 3/4 degrees West 1520 feet to a post; thence horth 515 degrees East 1497 feet to the place of beginning, containing 45 500 Acres pare or less.

18. Bil and Gas Lease dated August 29, 1979, from Headowlark Farms, Inc., as Leaser, to PAM 017 Co., an Illinois comporation, as Leaser, recorded y to Book 142, Page 696, of the records of the Office of the Recorder of those County, Indiana, covering the fallowing described property, to-will

Part of Demation 151, bounded and described as follows, to-wit: Beginning at a point on the Southwest line of said Donation 151, South 32 5/4 degrees East 24.81 chains from the West corner threaf: thence South 51% degrees East 27.75 chains, thence South 51% degrees West 12.75 chains; thence North 38 3/4 degrees East 27.75 chains; thence South 51% degrees West 12.75 chains; thence South 51% degrees West 12.75 chains; thence South 38 3/4 degrees West 27.75 chains to the place of beginning, contrining 32.83 Acres, more or less.

AND

Part of Donation 152, bounded and described as follows, to-wit: Seginaing at the West corver of said Donation 152; thence 'orth 57% degrees East 26.50 chains to a stake on the Donation line; themse South 33 3/4 degrees Erro 11.20 chains to a stake. Anderson's Corner; thence South 55 degrees West 20.67 chains to the Bonation line; thence North 36 3/4 cogrees west on the Donation line 5.84 chains to the place of beginning, containing 21.63 Acres, more or less.

MECHANICA THE RELIEF TO STORY IN STORY

3507 BUL 7 1981 OIL AND GAS LEASE

Short Form #

ACCUMENT, Hade and entered into the ____27___ day of __ 15 11 by and between Limell D. Overhay, President of LOWELL D. OVERBAY PARKS INC.

Lawrenceville, Illinois 62619

hereinalism valled broken:

SELECTION That the said lease, for and in exemplantation of TATE and in the population of a least point in head point the receipt of charge in extraordinate and of the coverage, and approximately destined on part of because to be paid such and performed, the greatest, described, section, and of the coverage, and or therefore a least of the coverage of the coverage

And the Country of Th

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

PRICETY "A"

Tert of impetions Drs Impored Fifteen (115) and One Bundred Teenty-Six (126) in Pownship Three (3) North Bange Right (6) Mear, bounded And described as follows: Decimating at the occase of Donations 114, 115, 166, and 127; thence sould 51 lfb decreas weak on Donation Ribe V.Ob chalms to a stake; thomas Forth 38 3/4 degrees was 16.02 chains in the center of the Altent thence forth 38 3/4 degrees east 1.10 degrees east 5.10 obsides thence borth 9 1/2 degrees east 1.10 degrees east 5.10 obsides thence borth 9 1/2 degrees east 1.10 degrees east 5.70 obsides to the Best Live of the Vendalia Mine Switcht thence borth 27 degrees 19 minutes west along seid wight of way live 27.00 obsides to an iron stake; thence porth 60 degrees east 15.00 obsides to an iron stake; thence porth 60 degrees east 15.00 obsides to an iron stake; thence porth 60 degrees east 15.00 obsides to an iron stake; thence porth 60 3/0 degrees west 16.02 degrees must 12.50 obeing to a post; thence south 35 1/h degrees east 63.07 chains to the slab rest on the Donation line; whence south 51 1/2 degrees west on the Donation Line 9 67 chains to the beginning, containing 206.50 seres, more or less.

Also, Part of Donotlen Ro. One Bundled Fifteen (115) Township force (3) North, Range Eight (5) West, bounded and describes as follows, to-sit: Degioning at the Loute screes of said Donation Rb. 115; theoree North 36 degrees in situates went 10,06 shains; themse Mosth 51 degrees is minutes Fast 21. Fu theirs to a staker themse Bouth 39 degrees in minutes East 16.06 states to a staker themse Bouth 39 degrees in minutes East 16.06 states to a stake of the Southeast line of said Donation Ro. 115; theoree South 51 degrees in minutes East 16.06 states to a stake of the Southeast line of said Donation Ro. 115; theoree South 51 degrees in minutes East 20.36 states as the class of beginning, containing 45.35 acres.

Also, Part of the Sorthwest Ralf of Donation Sc. 114, bounded and Secretibed as follows, to-with Degloring at the morth corner of seid Damstice Me. 124; themse court 51 1/4 degrees west 55.68 chains: themse south 13 1/4 degrees each 0.16 obsins: themse morth 51 1/4 degrees west 55.68 chains: themse morth 38 3/4 degrees west 5.16 obsins to the place at beginning, con sining 45.43 serve.

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

Attended to end made a part of on Oil and Gas Loane by and between LOWELL D. OVERDEY FIRMS, INC., as Lessons, and SMITH DRILLING COMPANY, ILRO, as Lesson, and Dusping mate of June 27, 1981.

Lauses agrees to pay and deliver to Leagur the sum of sl.000.00 prior to maying in to drill on each well on the above described screege, which see shall be for last decage.

Location of lease roads and tank tatterios shall be naturally egrecoble to parties harote.

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

Eve 421 years The wide to be an extended from the control of the second Let "to delice to the which of leaves from the size of the second on the second second on the second second of the second second of the second If the control with a control of the party of account of the party of the property of the party of the control of the control of the party of the pa Leave that the size the term from at each of that seven brokens as call land for boson's operations describe a scalar What repaired by laws make that bein better a period better passes No well-shall be to local outside Chap Diff for the trace of but no trace on made protections without some process of inside.

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day of Jan

A. D. 19 75, at 2=30 O'clock Raymond Eator o. Bostonia, Recorder Knox County

P M.

WARRANTY DEED

THIS INDENTURE WITNESSETH,

that

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

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

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

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

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

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

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

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

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

IN WITNESS	WHEREOF.	The said	Gran	+
		THE SELL	oran	tors

a ve hereunto set their hands and seals	this 30 th of June 19
(SEAL)	Hand France 19
(SEAL)	Floyd Young (SEA
(SEAL)	Nette 9/101 / ISEA
(SEAL)	Nettie d. Young (SEA

CV			No. 7 Ste	A SA PERMITTANA
STATE OF INDIA Before me, the un	NA, KNOX COUNTY, dersigned, a Notary Pul	ss: blic in and for s	ald County and State	ersonally appeared the with
- DON	Floyd I Vouna	mand Manager	the state of the s	
WITNESS m	the execution of the for y hand and Notarial Sec	Solid instrume	nt to be their June	nd and wife, voluntary act and dec
	4 947	\sim	Monas o	Muson
7.4.4	res January 12	, 1967	Thomas S. Emisor	Notary Public
This Instrument wa THOMAS S. EMI				
RECORDED THE	DAY OF gan 1975	AT2'300'CLOC	PM. Raymord	Nt.
		בו הו	1 K	4. K. C.
	WAR	10	rada.	
This Indenture V	WAKI Vitnesseth. That	RANTY I	DEED by and Geraldine	ann (84) (84)
		James H. CE	y and Geraldine	Croy, his wife
of Knox c	James to the decision	Indiana		
<u>.</u>	County, in the State of		, CONVEY and	
Ronald L.	Westfall and Gle	enna L. West	fall, husband an	d wife
of Knox C	County, in the State of	Indiana	, for the sum of	
and other valuable cons	sideration, the receipt wi	homost to bount	One DOLLARS	(\$1.00)
ESTATE in Knox	County, in the	State of India	acknowledged, the followna, to-wit:—	ving described REAL
(stake) on Bunti	per 375 Old Town cribed as follows	in the City	of Vincennes, I Beginning at a p	oint
thence running a to a stake; then with Ninth Stree dividing Lots 37	along Buntin Stre	t and Bunting et towards the full de 374; thence	Streets in said Eighth Street 50 pth of said lot p running along ti	City; feet parallel
Situated in the	City of Vincenne	s, Knox Cou	nty, Indiana.	
This deed is madereal estate mort dated July 16, 1 of the records of	le and accepted s gage to Home Fed	ubject to t leral Saving d in Mortga	he unpaid balance s and Loan Associ ge Record 237, pa	iation
Subject to the ta all subsequent ta	xes for the year o	of 1974 due a	nd payable in 1975	and
IN WITNESS WHERE	OF, The said James	H. Croy and	Geraldine Croy,	his wife
have hereunto set th	eir hands and seal	s,this 31 d	ay of December	A. D., 19 74 .
- Hushi	ا مالا	Seal)	realding Crac	1-1-2
James H. Cro	Typewritten or Printed		Geraldine Croy	,
		Seal)	Above Name Typewritten or	Printel (Seal)
Above Name	Typewritten or Printed			1
STATE OF Indiana	, Knox	COUNTY, 8	Above Name Typewritten or	Printed
Before me, the unders	signed, a Notary Public in an	d for said County a	nd State, this 31 day	of December
1 T.			ldine Croy, his v	vife
In Witness Whereof,	reyance to be their vol	my name and Affixe	i. my 69iiciai seel. LOUGH	La Sim
My commission expires De	 ecember 13, 1975	**********	Notary Public Willard S. Good	son
·		*****	Above Name Typewritten or Attorney, Vincent	The same of the sa
RECORDED THE	Y OF lane 1575	PRINTED	M. Paymad Etc.	les, Indiana. VINCENNES, INDIANA 47591
130	/2/G 19/5 XI	4.300 CLOCK P.	M. Maymord Eta	R. K. C.

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



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

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

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

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

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

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

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

Grantee agrees to release above right of way and easement to Grantor if for any reason Grantee abandons or retires cable route. Grantee shall release

agreement within (30) thirty days of write abandoned.	ten request of Grantor if cable has been
Grantee shall not hold Grantor incurred to cable.	responsible for any accidental damage
this 30 day of July 1990	have hereunto set their hands and seals
tobut O. tuffer	Lucelant Fulford
Robert O. Fulford	Luella F. Fultord Printed Name
	FI III COO NAME
Printed Name	Printed Name
	Printed Name
STATE OF INDIANA COUNTY OF KNOX SS:	
Before me, a Notary Public in a appeared ROBERT FULFORD A~0 11	
execution of the foregoing to be their vo	and acknowledged the
	Seal this 307H day of JULY
	IM J. Faull
	I Fault Notary Public
Hy Commission Expires: 9-17-94	JEFFREY L. FAULK Printed Name
ADDRESS FARM	Printed Name
HE COUNTY IN CONTUS OF END, FEB. 17, 1994	County of Residence: PIKE
*	and the same of th

JAN.23.2007* 0468



MEMORANDUM OF OIL AND GAS LEASE

KNOWN ALL MEN BY THESE PRESENTS:

number in this document, unless required by law.

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

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

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

Lease, have granted to Aurora O produce oil, gas and related petro the right to establish and utilize of formations. Said Oil and Gas Leas long thereafter as oil, gas and	the Lessor(s) named in the preceding paragraph, by said Oil and Gas il and Gas Corp., the exclusive right to explore for, develop and bleum hydrocarbons, including the authority to unitize, together with wells and facilities for the disposition of water into suitable ase has been entered into for a primary term of seven (7) years, and related petroleum hydrocarbons are producing in paying quantities uitized therewith. This Memorandum if being recorded in lieu of an its entirety.
Executed as of the day and year	first above written.
	Furto, talfor
	Robert O. Fulford Lucilla F. Fulford
STATE OF INDIANA) COUNTY OF KNOX	S (Acknowledgment)
The foregoing instrument was at Robert O. Fulford and Luella F. My Commission expires: 02-	
Notary in Knox Count	y, Indiana

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security

Dannie D. Schoolcraft

Land Agent:

EXHIBIT "A"

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

LEGAL DESCRIPTION:

Tract 1:

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

Tract 2:

Also, part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows, to wit: Beginning at a stone set for the East corner of said Donation 93; thence running South 51 ½ degrees West, 9 chains to a stake; thence North 38 ¾ degrees West, 16.66 chains to a stake; thence North 51 ½ degrees East, 9 chains to a stake on the Northeast line of said Donation 93; thence South 38 ¾ degrees East, 16.66 chains to the place of beginning, containing 15 acres, more or less. Also, Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows to wit: Beginning at a stake on the Southeast line of said Donation 93, South 51 ½ degrees West, 9 chains from a stone set for the East corner of said Donation 93; thence South 51 ½ degrees West, 5.40 chains to a stake; thence North 38 ¾ degrees West, 16.66 chains to a stake; thence North 51 ½ degrees East, 5.40 chains to a stake; thence South 38 ¾ degrees East, 16.66 chains to the place of beginning, containing 9 acres more or less. Taken together and containing in all 24.00 acres, more or less, as described in Deed Book 253, Page 486. Also known as Tax I.D. #008-011-D093-000-014.

Tract 3:

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

Tract 4:

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

Exhibit "A" CONTINUED

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

Tract 5:

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

Tract 6:

Part of Donation 77, Township 3 North, Range 9 West, Palmyra Township, bounded described and described as follows, to wit: Beginning at a stake 11.77 chains North 38 3/4 degrees West of the quarter corner of the Southwest line of said Donation 77; thence North 72 degrees 45 minutes East with the line of land formerly owned by the Trustees of Vincennes University and Louis L. Langdon, Jr., a distance of 64.8 chains, more or less, to a stake in the Northeast line of said Donation 77; thence North 38 3/4 degrees West with said Northeast line of said Donation 77, a distance of 45.57 chains to the North corner of said Donation 77; thence South 51 1/4 degrees West with the Northwest line of said Donation, a distance of 60 chains, more or less, to the West corner of said donation; thence South 38 % degrees East a distance of 21.90 chains to the place of beginning, containing in all 200 acres, more or less. EXCEPTING FROM TRACT 6 the following described real estate, to wit: Part of Donation 77, Township 3 North, Range 9 West, bounded and described as follows, to wit: Beginning at a one inch pipe on the Northeast line an 2411.82 feet North 38 degrees 45 minutes West from the East corner of said Donation 77; thence North 38 degrees 45 minutes West, 400.00 feet along said Northeast line (witness a bolt spike 200 feet North 38 degrees 45 minutes West), thence South 80 degrees 18 minutes West, 411.82 feet to a one inch pipe; thence South 09 degrees 45 minutes East, 349.70 feet; thence North 80 degrees 18 minutes East, 606.08 feet to the point of beginning, containing 4.085 acres, more or less (witness a one inch pipe at 194.26 feet on this last course). EXCEPTING ALSO FROM TRACT 6 that part of Donation 77, Township 3 North, Range 9 West, bounded and described as follows: Beginning in the center of the highway (County) 2411,82 feet North 38 degrees 45 minutes West of and 226 feet South 80 degrees 18 minutes West of the East corner of Donation 77; thence South 80 degrees 18 minutes West, 140.0 feet; thence South 09 degrees 45 minutes East, 150.0 feet; thence North 80 degrees 18 minutes East, 140.0 feet to the center of the county highway; thence North 09 degrees 45 minutes West along the center of said highway, 150.0 feet to the place of beginning, containing 0.48 acres, more or less. Taken together and containing in all, 195.435 acres, more or less, as described in Deed Book 253, Page 486. Also known as Tax I.D. # 008-011-D077-000-001.

Tract 7:

Part of Donations 115, 116 and 126 in Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning at the corner of Donations 115, 116, 125 and 126; thence North 51 ½ Degrees East, 41.75 chains to a stake in the road; thence South 38 ¾ degrees East, 14.55 chains to a stake on the South Bank of the ditch; thence South 60 degrees West along the bank of the ditch 46.30 chains to an iron stake on the right of way line of the Vandalia Coal Switch; thence North 22 degrees 39 minutes West on said right of way line 12.60 chains to the line between Donations 116 and 125; thence South 38 ¾ degrees East on said line 3.88 chains to the beginning, containing 45.85 acres, more or less. ALSO, part of Donations 115 and 116 in Township 3 North, Range 8 West, bounded and described as follows, to wit:

Exhibit "A" CONTINUED

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

Tract 8:

Part of Donations 115 and 126 in Township 3 North, Range 8 West, Steen Township, bounded and described as follows, to wit: Beginning at the corner of Donations 114, 115, 126 and 127; thence South 51 1/4 degrees West on Donation Line 37.04 chains to a stake; thence North 38 3/4 degrees West, 36.02 chains to the center of the ditch; thence in the center of the ditch as follows: North 55 degrees East, 9.20 chains; thence North 4 3/4 degrees East, 5.30 chains; thence North 9 1/2 degrees East, 2.10 chains; thence North 28 1/2 degrees East, 2.40 chains; thence North 57 degrees East, 9.70 chains to the East line of the Vandalia Mine Switch; thence North 22 degrees 39 minutes West along said right-ofway line 27.00 chains to an iron stake; thence North 60 degrees East, 12.80 chains to a post; thence South 38 3/4 degrees East, 63.07 chains to the slab road on the Donation Line; thence South 51 1/4 degrees West on the Donation line 9.67 chains to the place of beginning, containing 206.50 acres, more or less. SUBJECT TO the conditions and stipulations as set out in a certain deed executed by Ulysses T. Robinson, an unmarried man, to Indian Creek Coal and Mining Company, dated October 12, 1910, and recorded in Deed Record 49, Page 102 in the Office of the Recorder of Knox County, Indiana. ALSO SUBJECT TO the right of way to Vandalia Railroad Company as appears of record in Deed Record 49, Page 465, in said Recorder's Office. As described in Deed Book 253, Page 486. Also known as Tax I.D. # 009-010-D115-000-005 AND 009-010-D126-000-003.

Tract 9:

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

Tract 10:

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

Exhibit "A" CONTINUED

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

Tract 11:

Part of Donation 93, Township 3 North, Range 9 West, Palmyra Township, bounded and described as follows, to wit: Beginning at the North corner of said Donation 93; thence South 51 degrees West between Donations 93 and 94, 24.10 chains to the center of the Bruceville Road; thence South 17 degrees East, 55.13 chains to Brook's line; White Oak 12 degrees South 57 degrees West, 14 links; thence North 51 1/2 degrees East, 44.16 chains to the Donation line; thence North 37 1/2 degrees West, 51.09 Chains to the beginning, containing 174.67 acres, more or less. EXCEPTING THEREROM: 0.68 acre previously sold to Donald Huffman and Lee Avonne Huffman, being: Part of Donation 93, Township 3 North, Range 9 West, bounded and described as follows, to wit: Beginning 1590.6 feet, South 51 degrees West of, and 2322.6 feet, South 17 degrees East of the North corner of said Donation 93; thence South 17 degrees East, 406 feet to a post; thence North 51 degrees 30 minutes East, 163 feet to a post on the Southwest rightof-way line of Indiana Highway 550; thence in a Northwesterly direction, along said right-of-way line, on a regular 5 degrees 0 minute curve to the right (long chord bears North 40 degrees 40 minutes West, 379 feet to the beginning, containing 0.68 acre, more or less. Taken together and containing in all 173.99 acres, more or less, as described in Deed Book 258, Page 218. Also known as Tax I.D. # 008-11-D093-000-004.

SIGNED FOR IDENTIFICATION:



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

AMENDMENT OF OIL AND GAS LEASE

STATE OF INDIANA) SS COUNTY OF KNOX

KNOW ALL MEN BY THESE PRESENTS:

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

Tract 4

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

Beginning North 38 degrees 45 minutes West 37.84 chains [2,497.44 feet] from the South corner of said Donation; thence North 38 degrees 45 minutes West 20.56 chains [1,356.96 feet] to a stake; thence North 51 degrees 15 minutes East 23.97 chains [1,582.02 feet] to a stake; thence South 39 degrees 10 minutes East 20.55 chains [1,356,3 feet] to a stake; thence South 51 degrees 15 minutes West 24.10 1/2 chains [1,590.93 feet] to the place of beginning, containing 49.39 acres.

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

Tract 8

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

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

Page 1 of 4

2013R02481

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

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

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

Tract 4

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

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

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

Tract 8

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

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

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

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

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

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

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

4

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

[Signature page to follow]

	ATLAS ENERGY INDIANA, LLC Lessee:
	By: D.O. Guldanks, Vice President of Land
CORPORATE AC	CKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS)
personally appeared B. O. Eubanks, vice President of I	, 2013, before me, a notary public, the undersigned officer, and for Atlas Energy Indiana, LLC, known to me to be the ment, and acknowledged that he executed the same in the
In witness whereof, I hereunto set my hand and official s	seal
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Jacqueline D. Zarnich, Notary Public Brighton Twp., Beaver County My Commission Expires June 2, 2015 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	Cacqueline D. Zorrica. Notary Public
ROBERT O. FULFORD	LUELLA F. FULFORD
Lessor:	Lessor:
By: Robert O. Fulford, as Tenant in Common	By Lucila 7 Julion Common Lucila F. Fulford, as Tenantyn Common
STATE OF INDIANA PENNS YEVEN INTO SS COUNTY OF YORK)	
personally appeared Robert O. Fulford and Luella F. F.	, 2013, before me, a notary public, the undersigned officer, ulford, Tenants in Common, acting in their own right, title whose names are subscribed to the within instrument, and y and for the purposes berein contained.
In witness whereof, I hereunto set my hand and official s	eal Shard Gritants
NOTARIAL SEAL DAVID W ZENTZ Notary Public HAMPDEN TWP., CUMBERLAND CNTY My Commission Expires Dec 10, 2013	Notary Public

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



BRENDA J. HALL
KNOX COUNTY RECORDER
VINCENNES, IN
RECORDED ON
11/23/2010 08:00:56AM
REC FEE:16.00

PAGES: 3

RIGHT-OF-WAY GRANT

(South Knox Project) 1835

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

Township 3 North- Range 8 West- Donation 113: (Steen Township) - 69.00 acres, more or less, Tax ID #009-010-D113-000-005. And 54.55 acres of land, more or less, Tax ID #009-010-D113-000-007.

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

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

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

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

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

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

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

> 1294 1294 GL0028

3085 15 OR

KNOX COUNTY RECORDER 2010R05815 1 of 3

ROWAMD.2008

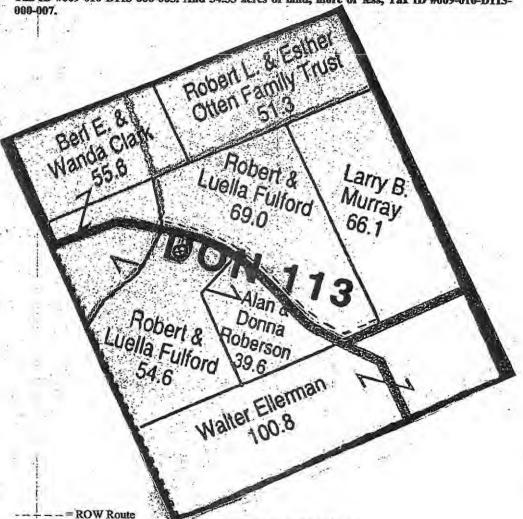
Right-of-Way Grant Page 2 of 2

Dated effective as of this ______ day of October, 2010. Robert O. Fulford Luella F. Fulford ACKNOWLEDGMENT STATE OF INDIANA COUNTY OF KNOX The foregoing instrument was acknowledged before me this 27th day of Robert O. Fulford and Luella F. Fulford, as tenants in common, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed. Jeffre Smith Notary Public Harrison County, IN Acting in Knox County, IN NOTARY PUBLIC State of Indiana Jeffrey J. Smith My commission expires: 1/04/2013 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Prepared by: Jeffrey J. Smith, ATLAS ENERGY INDIANA, LLC, 10691 Carter Road, Suite 201, Traverse City, MI 49684 After recording return to Linda Kessner, ATLAS ENERGY INDIANA, LLC, 10691 Carter Road, Suite 201, Traverse City, MI 49684

EXHIBIT"A"

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

Township 3 North- Range 8 West- Donation 113: (Steen Township) - 69.00 acres, more or less, Tax ID #009-010-D113-000-005. And 54.55 acres of land, more or less, Tax ID #009-010-D113-000-007.



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

* Thent O. Fulford

Robert O. Fulford

Luella + Fulford

Lucila F. Fulford