

Remit Payment To:

LANGUELL ABSTRACT & TITLE CORP.
26 W FRANKLIN ST. P.O. BOX#24
SPENCER, INDIANA 47460

INVOICE

Billed To:

Susan Adinamis
250 E. 96th St. Suite 150
Indianapolis, Indiana 46240

Invoice No.:

Invoice Date: August 8, 2017
Please Pay Before: August 8, 2017
Our File Number: 2016010016
Your Reference Number: HILTON H. SMITH

Property:

4517 State Rd. 42
Cloverdale, IN 46120
Owen County

Brief Legal: PT SE S21 T12 R4; 15.77A

DESCRIPTION	AMOUNT
Updated Title Search & Examination	100.00
Invoice Total Amount Due	\$ 100.00

By virtue of I.C. 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 fees should be designated in the 1100 series of the HUD forms as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

THANK YOU !!!

COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE A

1. Commitment Date: July 25, 2017 at 08:00 AM
2. Policy to be issued:
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 Hilton H. Smith
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

LANGUELL ABSTRACT & TITLE CORP.

By: *Mary A. Herrington*
LANGUELL ABSTRACT & TITLE CORP.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

**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.
 1. Instrument created the estate or interest to be insured must be executed and filed for record, to-wit:
 - a Compliance with Owen County Zoning and Subdivision Control Ordinances.
 - b Execution and recording of Personal Representative's Deed to proposed insured owner.
 - c Return to Title Agent of properly executed and notarized Vendors Affidavit. Said Affidavit need not be recorded.
 2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
 3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
 5. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
 6. Compliance with the Estate of Hilton H. Smith which is pending in the Circuit Court of Clay County, under Cause Number 11CO1-0205-EU-042.
 7. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.

**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.

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SCHEDULE B
(Continued)

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. Owen County Zoning and Subdivision Control Ordinances effective May 26, 2003. – Subject to the arbitrary decision of the Owen County Auditor, Owen County Commissioners and the Owen County Attorney as to the transferability of the herein described real estate.
4. Any easement or servitudes, if any, appearing in the public records.
5. Building setback lines, if any, appearing in the public records.
6. Any Covenants, conditions, and restrictions, if any, appearing in the public records.
7. Assessments for homeowner's association, if any, appearing in the public records.
8. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
9. Municipal assessments, if any, assessed against the land.
10. This Company DOES NOT insure any loss or damage arising out of Indiana State Tax Warrants filed in the Clerk's Office.
11. Judgments of the Federal District Court not transcribed to Owen County, Indiana.
12. 12.77A
Real estate taxes for the year 2016 due in 2017 and all taxes thereafter.
Legal: PT SE S21 T12 R4; 12.77A
1st Installment due 5/10/2017 \$438.52 Paid
2nd Installment due 11/13/2017 \$438.52 Unpaid
TAX ASSESSMENTS:
Township - Jackson
State Tax Parcel Id: 60-03-21-400-900.000-019
Value/Land:\$39,500.00
Value/Improvements:\$1,500.00

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SCHEDULE B
(Continued)

Homestead Exemption:\$0.00
Supplemental Deduction:\$0.00
Mortgage:\$0.00

13. Real estate taxes for the year 2016 due in 2017 and all taxes thereafter.
Legal: PT SE S21 T12 R4; 3A
1st Installment due 5/10/2017 \$64.18 Paid
1st Installment Penalty: \$ 6.42 Unpaid
2nd Installment due 11/13/2017 \$64.18 Unpaid
TAX ASSESSMENTS:
Township - Jackson
State Tax Parcel Id: 60-03-21-400.900-001-019
Value/Land:\$6,000.00
Value/Improvements:\$0.00
Homestead Exemption:\$0.00
Supplemental Deduction:\$0.00
Mortgage:\$0.00
14. Oil and Gas Lease from George L. Knoll, Clarence H. Knoll, Hugh W. Knoll, Lila Knoll and Ruth M. Knoll granted to Gulf Pipe Line Company of Pennsylvania dated August 15, 1930, filed for record October 25, 1930 in the office of the Owen County Recorder in Miscellaneous Record 11, page 243 as Instrument Number 1226. **Assignment from Gulf Pipe Line Company to Gulf Refining Company dated December 31, 1956, filed for record March 10, 1958 in Miscellaneous Record 28, page 229 as Instrument Number 0089. **Assignment Gulf Refining Company to Williams Brothers Pipeline Company dated March 8, 1973, filed for record on April 12, 1973 in Miscellaneous Record 37, page 303, as Instrument Number 30279. **Partial Assignment of Rights-of-Way from Williams Pipe Line Company to Williams Telecommunications Company dated October 31, 1986, filed for record on December 1, 1986 in Miscellaneous Record 82, page 246 as Instrument Number 72202. **Amendment of Right-of-Way Agreement to WorldCom Network Services, Inc., to WorldCom dated June 25, 1996, filed for record on September 20, 1996 in Miscellaneous Record 130, page 410 as Instrument Number 111735. **Affidavit of Nonproduction and Request for Cancellation of Record dated July 17, 2017, filed for record on July 18, 2017 in the office of the Owen County Recorder as Instrument Number 209637. ** ** Policy exception to the future conditions of a Appeal of Cancellation and Redemption (Stature 32-23-8-4.)** Policy exception to the conditions of Voiding a Cancellation (Statute 32-23-8-3.)**
15. Oil and Gas Lease from George L. Knoll, Clarence H. Knoll, Hugh W. Knoll, Lila Knoll and Ruth M. Knoll to Universal Gas Company dated November 25, 1929, filed for record on October 7, 1931 in Miscellaneous Record 11, page 537 as Instrument Number 997. **Conveyance, Bill of Sale and Assignment from Universal Gas Company to Kentucky Natural Gas Corporation dated November 30, 1944, filed for record on April 1, 1947 in Miscellaneous Record 20, page 555 as Instrument Number 806. **Conveyance, Bill of Sale and Assignment from Kentucky Natural Gas Corporation to Texas Gas Transmission Corporation dated April 5, 1948, filed for record on April 21, 1948 in Deed Record 109, page 454 as Instrument Number 1084. **Conveyance, Bill of Sale and Assignment by and between Texas Gas Transmission Corporation and Indiana Gas dated November 5, 1992, filed for record on November 15, 1993 in Miscellaneous Record 116, page 102 as Instrument Number 99187. ** ** **Affidavit of Nonproduction and Request For

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SCHEDULE B
(Continued)

Cancellation of Record dated July 17, 2017, filed for record on July 18, 2017 in the office of the Owen County Recorder as Instrument Number 209636.** Policy exception to the future conditions of a Appeal of Cancellation and Redemption (Statute 32-23-8-4.)** Policy exception to the conditions of Voiding a Cancellation (Statute 32-23-8-3.)**

16. Easement from Alfred Lester Daniels and Opal Daniels, husband and wife to Morgan County Rural electric Membership Corporation dated November 9, 1945, filed for record on September 30, 1947 in Miscellaneous Record 21, page 252 as Instrument Number 2854.
17. Right-of-Way Easement from Fred B. Keuthan and Hilton H. Smith to Morgan County Rural Electric Membership Corporation dated September 8, 1988, filed for record on February 28, 1989 in Miscellaneous Record 92, page 543 as Instrument Number 80300.
18. Right-A-Way Easement from Fred B. Keuthan and Hilton H. Smith to Cataract Lake Water Corporation dated April 13, 1989, filed for record on April 18, 1989 in Miscellaneous Record 93, page 424 as Instrument Number 080807.
19. Right-A-Way Easement from Hilton Smith and Fred Keuthan to Cataract Lake Water Corporation dated May 25, 1989, filed for record on June 5, 1987 in Miscellaneous Record 94, page 196 as Instrument Number 081292.
20. Right-A-Way Easement from Hilton Smith and Fred B. Keuthan to Cataract Lake Water Corporation dated June 12, 1989, filed for record on June 12, 1989 in Miscellaneous Record 94, page 269 as Instrument Number 081364.
21. Right-of-Way Easement from Fred B. Keuthan and Hilton H. Smith to Morgan County Rural Electric Membership Corporation dated September 14, 1989, filed for record on February 14, 1990 in Miscellaneous Record 97, page 195 as Instrument Number 083608.
22. Right-of-Way Easement from Fred B. Keuthan and Hilton H. Smith to Morgan County Rural Electric Membership Corporation dated April 8, 1989, filed for record on March 22, 1990 in Miscellaneous Record 97, page 617 as Instrument Number 083972.
23. Right-of-Way Easement from Fred B. Keuthan to Cataract Lake Water Corporation dated June 11, 1994, filed for record on June 20, 1994 in Miscellaneous Record 119, page 42 as Instrument Number 101730.
24. Right-of-Way Easement from Fred Keuthan and Hilton Smith to Cataract Lake Water Corporation dated August 11, 1998, filed for record on August 17, 1998 in Miscellaneous Record 142, page 372 as Instrument Number 122247.
25. Affidavit by Fred B. Keuthan, in person, and being duly sworn upon his oath, and in support of the recordation of a certain partnership agreement between himself and Hilton H. Smith, dated September 8, 2000, filed for record on September 8, 2000 in Miscellaneous Record 157, page 50 as Instrument Number 133977.
26. 24 Month Chain of Title:

The Estate of Hilton H. Smith by Receiver's Deed dated July 6, 2017, filed for record on July 20, 2017 as Instrument Number 209670.

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SCHEDULE B
(Continued)

Fred B. Keuthan and Hilton H. Smith, as tenants in common and not as joint tenants by Warranty Deed dated April 29, 1988, filed for record on May 10, 1988 in Deed Record 155, page 175 as Instrument Number 77354.

27. PLEASE NOTE: The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
28. Rights of the public, State of Indiana, County of Owen and the municipality in and to that part of the premises taken or used for road purposed.
29. Rights of way for drainage tiles, feeders and laterals, if any.
30. "IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal checks in excess of \$500.00 will not be accepted."
31. * By virtue of I.C. 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
32. NOTE: Privacy Policy Attached.
33. NOTE: AN OWNER'S POLICY IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:
 1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
 2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
 3. Unfiled mechanic's or materialmen's liens.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: 2016010016

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

The Following Described Real Estate located in Owen County, in the State of Indiana:

The East one-half of the Northeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West, containing Eighty-one (81) and 66/100 (81.66) acres, more or less.

Also Twenty-five (25) acres, more or less, in the North part of the Northeast Quarter of the Southeast Quarter of said Section above mentioned.

Also Fifty-six and Forty hundredths (56.40) acres, more or less, in the North part of the West Half of the Southeast Quarter of said Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West.

EXCEPT: One acre, more or less, located in the Southwest Corner of a Fifty-six and Forty hundredths (56.40) acre tract which is in the North part of the West Half of the Southeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West, described as follows: Beginning in the center of the old public highway known as the Old Manhattan and Croy's Mill Road, and running East on the South boundary line of said Fifty-six and Forty hundredths (56.40) acre tract Fifteen (15) rods; thence North Ten (10) rods; thence West Seventeen (17) rods to the center of said highway; thence Southeasterly with the center of said highway to the place of beginning, containing one (1) acre, more or less.

EXCEPT: Situate in the State of Indiana, County of Owen, Township Twelve (12) North, Range Four (4) West, Section Twenty-one (21), more particularly described as follows: Beginning at a point on the Putnam-Owen County line, said point being the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 21, Township 12 North, Range 4 West; thence with said county line Easterly 1400 feet, more or less, to the Northeast Corner of said Quarter-Quarter Section; thence with the East line of Section 21 Southerly 2265 feet, to a point; thence severing the subject tract as follows: South 84 Degrees 37 Minutes West 215 feet; North 25 Degrees 30 Minutes East 260 feet; North 8 Degrees 00 Minutes West 430 feet; South 47 Degrees 50 Minutes West 600 feet; South 70 Degrees 45 Minutes West 250 feet; North 39 Degrees 16 Minutes East 1100 feet; North 11 Degrees 00 Minutes West 425 feet; North 77 Degrees 13 Minutes West 260 feet; North 44 Degrees 51 Minutes West 265 feet; South 37 Degrees 30 Minutes West 1015 feet, more or less to a point in the West line of subject tract, a line common to the lands of William Van Scyoc, et al; thence with said property line Northerly 1500 feet, more or less, to the beginning, containing 43.2 acres, more or less.

EXCEPT: Situate in the State of Indiana, County of Owen and being a part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 12 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit: Beginning at a point of intersection of the centerline of State Road 42 with the South line of a 25 acre parcel off the North end of the Northeast Quarter of the Southeast Quarter of Section 21, Township 12 North, Range 4 West, which point of beginning is 826.77 feet South and 128.96 feet West of the Northeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 21; thence from said point of beginning West 358.00 feet; thence North 19 Degrees 34 Minutes East 130.00 feet; thence South 88 Degrees 19 Minutes East 381.9 feet to the centerline of the aforesaid State Road 42; thence Southwesterly 130.00 feet with said centerline to the point of beginning, containing 1.0 acre.

EXCEPT: Situate in the State of Indiana, County of Owen and being a part of the West Half of the Southeast Quarter of Section 21, Township 12 North, Range 4 West, of the Second Principal Meridian, more particularly describe to-wit: Beginning at a point in the centerline of Indiana State Road 243 which point is 135.00 feet South and 211.00 feet East of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 21, Township 12 North, Range 4 West, thence North 28 Degrees 42 Minutes West 231.53 feet with the centerline of said Indiana State Road 243; thence North 83 Degrees 15 Minutes East

EXHIBIT A
(Continued)

Commitment Number: 2016010016

329.21 feet, thence South 18 Degrees 05 Minutes East 220.00 feet, thence South 83 Degrees 27 Minutes West 285.90 feet to the point of beginning, containing 1.52 acres, more or less.

Containing in all 116.34 acres, more or less.

EXCEPT: A part of the Northeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West, Owen County, Indiana, and more particularly described as follows: Beginning at a point 1328.77 feet North and 1985.14 feet East of the Southwest Corner of the Northeast Quarter of said Section 21, thence North Twenty-eight (28) Degrees, Twenty-three (23) Minutes, Forty-five (45) Seconds East 175.00 feet, thence South Sixty-one (61) Degrees, Thirty-six (36) Minutes, Fifteen (15) Seconds East 65.00 feet, thence South Twenty-eight (28) Degrees, Twenty-three (23) Minutes, Forty-five (45) Seconds West 175.00 feet, thence North Sixty-one (61) Degrees, Thirty-six (36) Minutes, Fifteen (15) Seconds West 65.00 feet to the point of beginning.

Containing 0.26 acres, more or less.

ALSO: A temporary easement for ingress and egress to the above lot. The final easement will be located after the area is subdivided.

EXCEPT: A part of the Northeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West, Owen County, Indiana, and more particularly described as follows: Beginning at a point 1461.56 feet North and 1739.51 feet East of the Southwest Corner of the Northeast Quarter of said Section 21, thence North Twenty-eight (28) Degrees, Twenty-three (23) Minutes, Forty-five (45) Seconds East 175.00 feet, thence South Sixty-one (61) Degrees, Thirty-six (36) Minutes, Fifteen (15) Seconds East 65.00 feet, thence South Twenty-eight (28) Degrees, Twenty-three (23) Minutes, Forty-five (45) Seconds West 175.00 feet, thence North Sixty-one (61) Degrees, Thirty-six (36) Minutes, Fifteen (15) Seconds West 65.00 feet to the point of beginning.

Containing 0.26 acres, more or less.

ALSO: A temporary easement for ingress and egress to the above lot. The final easement will be located after the area is subdivided.

EXCEPT: A part of the Northeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (4) West Owen County, Indiana, and more particularly described as follows: Beginning at a brass monument marking the U.S. Government Fee Taking Line, said monument being 423.05 feet North and 1597.24 feet East of the Southwest Corner of the Northeast Quarter of said Section 21, thence along said Line North Seventy (70) Degrees, Forty-five (45) Minutes, Ten (10) Seconds East 251.01 feet, thence leaving said Line South One (01) Degree, Nineteen (19) Minutes, Four (04) Seconds East 444.14 feet to a spike set in the centerline of a gravel road, thence South Sixteen (16) Degrees, Twenty-three (23) Minutes, Forty (40) Seconds East 182.16 feet to a rebar set, thence North Eight-one (81) Degrees, Eight (08) Minutes, Fifty-three (53) Seconds West 423.53 feet to the centerline of a 40 foot wide Road and Utility Easement, thence along centerline of said easement the following courses and distances: North One (01) Degree, Forty-seven (47) Minutes, Ten (10) Seconds East 155.41 feet, North Nineteen (19) Degrees, Two (02) Minutes, Fifty-three (53) Seconds East 169.79 feet, North Thirty (30) Degrees, Thirty-eight (38) Minutes, Fifty-nine (59) Seconds East 70.00 feet, North (02) Degrees, Twenty-three (23) Minutes, Eight (08) Seconds East 94.88 feet, thence leaving said Road and Utility Easement East 20 feet to the point of beginning.

Containing 4.05 acres, more or less.

SUBJECT TO: A 20 foot wide Road and Utility Easement on entire West side of aforementioned property.

EXCEPT: A part of the Southeast Quarter of the Northeast Quarter and a part of the Northeast Quarter of the Southeast Quarter

EXHIBIT A
(Continued)

Commitment Number: 2016010016

of Section Twenty-one (21), Township Twelve (12) North, Range Four (04) West, Owen County, Indiana, and more particularly described as follows: Beginning 11.12 feet South and 2462.79 feet East of the Southwest Corner of the Northeast Quarter of said Section and in the Centerline of a Forty (40) foot wide Road and Utility Easement, thence South Eleven (11) Degrees, Fifty-five (55) Minutes, Fifty-eight (58) Seconds East 110.00 feet to a point, thence South Eleven (11) Degrees, Fifty-seven (57) Minutes, Fifty (50) Seconds West 282.57 feet to a point, thence north Eight-four (84) Degrees, Sixteen (16) Minutes, Twenty-seven (27) Seconds West 460.00 feet to a pipe found, thence North Eleven (11) Degrees, Fifty-three (53) Minutes, Twelve (12) Seconds East 288.31 feet to a point, thence North Eleven (11) Degrees, Fifty (50) Minutes, Twenty-seven (27) Seconds West 110.00 feet to a spike set in the Centerline of a Forty (40) foot wide Road and Utility Easement, thence along said Easement the following courses and distances; South Seventy-eight (78) Degrees, Fifty-one (51) Minutes, Twelve (12) Seconds East 92.70 feet to a rebar found, thence South Eighty-six (86) Degrees, Forty-five (45) Minutes, Forty-eight (48) Seconds East 264.90 feet to a rebar found, thence South Seventy-nine (79) Degrees, Thirty (30) Minutes, Forty-eight (48) Seconds East 103.01 feet to the point of beginning.

Containing 4.10 acres, more or less.

SUBJECT TO: A (20) foot wide Road and Utility Easement on entire North side of aforementioned property.

EXCEPT: A part of the Northeast Quarter of the Southeast Quarter of Section Twenty-one (21), Township Twelve (12) North, Range Four (04) West, Owen County, Indiana, and more particularly described as follows: Beginning 11.12 feet South and 2462.79 feet East from the Southwest Corner of the Northeast Quarter of the said Section and at the Northeast Corner of a 4.10 acres tract of land and on the centerline of a roadway, thence South Eighty-four (84) Degrees Four (04) Minutes, Twenty-four (24) Seconds East on the said roadway 101.93 feet to a spike, thence South Seventy-nine (79) Degrees, Fifty (50) Minutes, Fifty-three (53) Seconds East on the said roadway 70.32 feet to a spike and to the East line of said Section, thence South Zero (00) Degrees, Fifty-six (56) Minutes Two (02) Seconds West on the said East line 185.50 feet, thence North Eighty-two (82) Degrees, Twenty (20) Minutes, Fifty-five (55) Seconds West 163.04 feet to the East line of said 4.10 acres tract of land, thence on the said East line North Eleven (11) Degrees, Fifty-seven (57) Minutes, Fifty (50) Seconds East 80.82 feet to a rebar, thence North Eleven (11) Degrees, Fifty-five (55) Minutes, Fifty-eight (58) Seconds West 110.00 feet to the place of beginning.

Containing 0.67 acres, more or less.

EXCEPT: Cataract Highland Phase V, Section Twenty-one (21), Township Twelve (12) North, Range Four (04) West, Owen County, Indiana as per recorded plat thereof recorded in Plat Book 2, page C-12 in the office of the Recorder of Owen County, Indiana.

Containing 16.59 acres, more or less.

EXCEPT: Cataract Highland Phase VI, Section Twenty-one (21), Township Twelve (12) North, Range Four (04) West, Owen County, Indiana, as per recorded plat thereof recorded in Plat Book 2, page C-13 in the office of the Recorder of Owen County, Indiana.

Containing 19.40 acres, more or less.

EXCEPT: Cataract Highland Phase VII, Section Twenty-one (21), Township Twelve (12) North, Range Four (04) West, Owen County, Indiana, as per recorded plat thereof recorded in Plat Book 3, page 15 in the office of the Recorder of Owen County, Indiana.

Containing 39.60 acres, more or less.