



**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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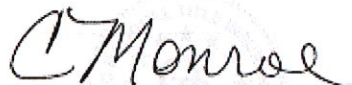
Issued through the office of:  
Bosse Title Company, LLC  
501 Main Street, Suite 101  
Evansville, IN 47708

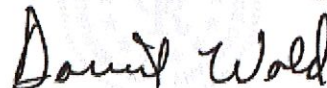
Bosse Title Company, LLC

Jeffrey H. Bosse, President

Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

## 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.

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- (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.

**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 <http://www.alta.org/arbitration>.

**SCHEDULE A**  
**ALTA COMMITMENT**

1. Commitment Date: December 27, 2019 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount: \$0.00
  - (b) ALTA Loan Policy (06/17/06)  
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Tracts One, Two, Three, Four and Five:

Marcia S. Lynn, Bryan S. Martin and Barry A. Martin, as Co-Trustees of the Irrevocable Income-Only Trust for the benefit of Dorothy E. Martin, subject to the rights of Dorothy E. Martin, Trustee of the Dorothy E. Martin Revocable Trust dated November 20, 2003, life estate tenant for Tract Four

Tract Six:

Melba DeMuth, Donald E. Martin and Darwin P. Martin, Heirs at law

5. The Land is described as follows:

**Tract One:** (Tax Code Nos. 82-02-33-009-039.007-030 and Part of 82-02-34-009-040.002-030)

Part of the East One,Half of Section Thirty-three (33), Township Four (4) South, Range Ten (10) West and part of the Northwest,Quarter of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, in Vanderburgh County, Indiana, all more particularly described as follows:

Beginning at the half mile comer on the East side of said Section Thirty-three (33), thence South sixteen and fifty hundredths (16.50) chains; thence West twenty (20) chains; thence North thirteen and twenty-six hundredths (13.26) chains to the middle of Old State Road running from Evansville to Princeton thence Northwardly along the middle of said road with 66 meanders thereof to a point twenty-four and ninety-eight hundredths (24.98) chains South of the North line of said Section Thirty-three (33); thence East twenty-six and fifty-seven hundredths (26.57) chains; thence South fifteen and twenty hundredths (15.20) chains to the half section line passing East and West through the center of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, thence West along said half section line thirteen. and forty hundredths (13.40) chains to the place of beginning.

EXCEPTING THEREFROM the following previously conveyed,Parcels all of which are recorded in the Office of the Recorder of Vanderburgh County, Indiana:

- A. By Warranty Deed dated January 29, 1968, conveyed by Albinus F. Martin and Dorothy A. Martin, husband and wife, to Donald E. Martin and Dorothy E. Martin and recorded March 15, 1968, in Deed Record 115, Page 244; and
- B. By Warranty Deed dated July 20, 1978, conveyed by Albinus F. Martin and Dorothy A. Martin,

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## SCHEDULE A

(Continued)

husband and wife, to Dan R. DeMuth and Melba J. DeMuth, husband and wife, recorded July 25, 1978, in Deed Record 667, Page 373; and

- C. Tract Four by that certain Warranty Deed dated September 5, 1987, conveyed by Dorothy A. Martin to A. Byrdell Martin, Melba J. DeMuth, Donald E. Martin and Darwin P. Martin, all of Vanderburgh County, Indiana, as Trustees and not individually, under a certain Trust Agreement dated September 5, 1987, and recorded September 8, 1987, in Deed Drawer 3, Card 10026, containing a acre, more or less.
- D. By Warranty Deed dated April 16, 1962, conveyed by Mildred C. Gruebel and Austin Gruebel, wife and husband etal to Dorothy Martin and Albinus Martin, her husband, recorded May 7, 1962, in Deed Book 442, Page 481 all in the Office of the Recorder of Vanderburgh County, Indiana.

### **TRACT TWO:** (Part of Tax Code No. 82-02-34-009-040.002-030)

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-four (4), Township Four (4) South, Range Ten (10) West, in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Southeast comer of said Quarter Quarter Section; thence West six and fifty hundredths (6.50) chains; thence North thirteen and eighty-nine hundredths (13.89) chains; thence East six and fifty hundredths (6.50) chains; thence South thirteen and ninety-three hundredths (13.93) chains to the place of beginning;

SUBJECT HOWEVER, to a certain access easement, for ingress and egress, more particularly described as follows;

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-hour (34), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana, and more particularly described as follows:

Beginning at a point on the East line thirteen and eighty-nine hundredths (13.89) chains North of the Southeast corner of said Quarter Quarter Section; thence West along an existing property line four hundred twenty-nine (429.00) feet; thence North along an existing property line three hundred three (303.00) feet to an iron; thence West thirty (30.00) feet, thence South three hundred thirty-three (333.00) feet; thence East four hundred fifty-nine (459) feet to a point on the East line of said Quarter Quarter Section; thence North along said East line thirty (30.00) feet to the point of beginning.

EXCEPTING THEREFROM, Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-hour (34), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana, and more particularly described as follows:

Commencing at a 4 inch by 6 inch stone found marking the Southeast Comer of the Southwest Quarter of the Northwest Quarter of Section 34; thence along the East line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 428.26 feet to the point of beginning of said easement; thence North 85 degrees 27 minutes 48 seconds West 1764.32 feet; thence South 71 degrees 23 minutes 35 seconds West 127.15 feet; thence South 66 degrees 18 minutes 15 seconds West 108.05 feet; thence North 88 degrees 40 minutes 58 seconds West 164.72 feet; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence South 88 degrees 40 minutes 58 seconds East 161.00 feet; thence North 66 degrees 18 minutes 15 seconds East 105.15 feet; thence North 71 degrees 23 minutes 35 seconds East 131.25 feet; thence South 85 degrees 27 minutes 48 seconds East 1827.29 feet; thence South 01 degrees 18 minutes 04 seconds West 20.00 feet; thence North 85 degrees 27 minutes 48 seconds West 60.00 feet to the point of beginning.

### **TRACT THREE:** (Tax Code No. 82-02-34-009-040.013-030)

ALSO, Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), Part of the Southwest

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## SCHEDULE A

(Continued)

Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and Part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, Scott Township, Vanderburgh County, Indiana and more particularly described as follows:

Beginning at a 4 inch by 6 inch stone found marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section; thence along the West Line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 862.94 feet to a 5/8 inch Iron pin with cap inscribed "Fred Kuester IN RLS S0137" (hereinafter referred to as a Kuester pin) set; thence South 88 degrees 21 minutes 45 seconds East 904.67 feet to a Kuester pin set; thence South 01 degrees 20 minutes 49 seconds West 337.42 feet to a point in a ditch; thence along said ditch the following courses and distances: South 86 degrees 53 minutes 39 seconds East 23.39 feet; thence South 51, degrees 14 minutes 37 seconds East 46.45 feet; thence South 69 degrees 38 minutes 29 seconds East 38.08 feet; thence South 73 degrees 32 minutes 24 seconds East 54.15 feet; thence South 45 degrees 07 minutes 29 seconds East 21.33 feet; thence South 73 degrees 15 minutes 40 seconds East 47.58 feet; thence South 32 degrees 25 minutes 26 seconds East 70.48 feet; thence South 85 degrees 09 minutes 09 seconds East 36.21 feet; thence South 52 degrees 59 minutes 35 seconds East 58.18 feet; thence South 18 degrees 05 minutes 05 seconds East 35.40 feet; thence South 51 degrees 58 minutes 47 seconds East 45.76 feet; thence South 73 degrees 49 minutes 58 seconds East 31.22 feet; thence North 81 degrees 14 minutes 35 seconds East 61.74 feet; thence North 87 degrees 46 minutes 32 seconds East 142.06 feet; thence North 87 degrees 50 minutes 22 seconds East 82.04 feet; thence South 86 degrees 42 minutes 35 seconds East 141.09 feet; thence South 88 degrees 39 minutes 17 seconds East 291.82 feet; thence South 88 degrees 34 minutes 44 seconds East 209.09 feet; thence South 86 degrees 10 minutes 26 seconds East 136.39 feet; thence North 84 degrees 00 minutes 35 seconds East 65.42 feet; thence North 70 degrees 45 minutes 44 seconds East 88.32 feet; thence North 81 degrees 08 minutes 34 seconds East 45.83 feet; thence North 61 degrees 38 minutes 15 seconds East 62.56 feet; thence North 70 degrees 54 minutes 31 seconds East 25.24 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section; thence leaving said ditch and along said East line South 01 degrees 13 minutes 51 seconds West 392.02 feet to a 1 1/4 inch iron pipe found marking the Northeast Corner of the West Half of the Southeast Quarter of said Section; thence along the East line of said Half Quarter Section South 01 degrees 13 minutes 50 seconds West 15.00 feet to a Kuester pin set; thence North 88 degrees 27 minutes 10 seconds West 1320.29 feet to a Kuester pin set on the West line of said Half Quarter Section; thence North 01 degrees 19 minutes 27 seconds East 15.00 feet to a 5/8 inch iron pin found marking the Southeast Corner of the Southeast Quarter of the Northwest Quarter of said Section; thence along the South Line of said Quarter Quarter Section North 88 degrees 09 minutes 18 seconds West 1328.97 feet to the point of beginning.

CONTAINING 32.00 ACRES, MORE OR LESS.

With a 20 foot wide easement for ingress and egress in Part of the North Half (N 1/2 of Section Thirty-Four (34) and Part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), all in Township Four (4) South, Range Ten (10) West, Scott Township, Vanderburgh. County, Indiana and more particularly described as follows:

Commencing at a 4 inch by 6 inch stone found marking the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 34; thence along the East line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 428.26 feet to the point of beginning of said easement; thence North 85 degrees 27 minutes 48 seconds West 1764.32 feet; thence South 71 degrees 23 minutes 35 seconds West 127.15 feet; thence South 66 degrees 18 minutes 15 seconds West 108.05 feet; thence North 88 degrees 40 minutes 58 seconds West 164.72 feet; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence South 88 degrees 40 minutes 58 seconds East 161.00 feet; thence North 66 degrees 18 minutes 15 seconds East 105.15 feet; thence North 71 degrees 23 minutes 35 seconds East 131.25 feet; thence South 85 degrees 27 minutes 48 seconds East 1827.29 feet; thence South 01 degrees 18 minutes 04 seconds West 20.00 feet; thence North 85 degrees 27 minutes 48 seconds West 60.00 feet to the point of beginning.

**TRACT FOUR:** (Tax Code No. 82-02-33-009-039.017-030)

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**SCHEDULE A**

(Continued)

ALSO, All that part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 4 South, Range 10 West, described and bounded as follows:

Commencing at a point in the center of the Old State Road 198 feet South of the Half Section Line running East and West through said Section and from said point of beginning, running East parallel with said Half Section line 193 feet, thence at right angles South 130 feet; thence at right angles West to the center of Old State Road, thence North along the center of Old State Road to the point of beginning; containing one-half acres, more or less, located in Vanderburgh County, Indiana.

**TRACT FIVE:** (Tax Code No. 82-02-33-009-039.021-030)

Part of the South Half of the Northeast Quarter of Section Thirty-three (33), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana and more particularly described as follows:

Commencing at an iron marking the Northwest corner of said South Half; thence 89 Degrees 45 Minutes East along the North line of said South Half One Thousand Seven Hundred Forty-three and Seventy-five (75) Hundredths (1743.75) feet to a rail road spike in the center line of Old State Road; thence South 05 Degrees 57 Minutes East along said center line Six Hundred Two and Ten Hundredths (602.10) feet to a rail road spike marking the initial point of beginning of the following described real estate; thence North 89 Degrees 45 Minutes East One Hundred Fifty-six Ninety-one Hundredths (156.91) feet to an iron; thence South 00 Degrees 15 Minutes East One Hundred Forty-one and Sixty-two Hundredths (141.62) feet to an iron; thence North 89 Degrees 45 Minutes East Thirty-four and Twenty Hundredths (34.20) feet to an iron; thence South 01 Degree 06 Minutes West One Hundred Thirty-two and Thirty-seven Hundredths (132.37) feet to an iron; thence South 89 Degrees 45 Minutes West One Hundred Sixty and Sixty-five Hundredths (160.65) feet to a rail road spike in the center line of Old State Road; thence North 05 Degrees 57 Minutes West along said center line Two Hundred Seventy-five and Thirty Hundredths (275.30) feet to a rail road spike at the point of beginning, Said to contain 1.00 acre more or less.

**TRACT SIX:** (Tax Code No. 82-02-33-009-039.008-030)

Part of the East one-half (E-1/2) of Section Thirty-three (33), Township 4 South, Range 10 West. described as follows:

Commencing at a point in the center of Old State Road, which point of beginning is found as follows: Beginning at the half mile corner of the east side of said section. township and range running; thence South 16.5, chains; thence West to the center of the Old State Road to the place of beginning and from said point of beginning East 1.37 feet; thence North 62 feet; thence West of the center of the Old State Road; thence. in a Southerly direction along the center of said road to the point of beginning.

NOTE: The proposed insured is only acquiring a portion of the real estate set out above. However, said real estate has been set out in its entirety due to a lack of survey description.

n  
LJ

Bosse Title Company, LLC



Jeffrey H. Bosse, President

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## SCHEDULE B-I ALTA COMMITMENT

### 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.
5. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
6. Title Company must be provided evidence that the Homeowners Association fees are paid current.

NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.

7. Recording of Affidavit of Heirship establishing the heirs and devisees at law of Albinus F. Martin, Dorothy A. Martin, A. Byrdell Martin, deceased, in the Office of the Recorder of Vanderburgh County, Indiana.
8. Quitclaim Deed from Melba DeMuth, Donald E. Martin and Darwin P. Martin vesting fee simple title in Dorothy E. Martin, Trustee of the Dorothy E. Martin Revocable Trust dated November 20, 2003. (as to Tract Six)
9. Trustee's Quitclaim Deed from Dorothy E. Martin, Trustee of the Dorothy E. Martin Revocable Trust dated November 20, 2003, and Dorothy E. Martin, individually vesting fee simple title in TBD for any interest she may own in the real estate and to relinquish any rights she may have as a life estate tenant.
10. Trustee's Deed from Marcia S. Lynn, Bryan S. Martin and Barry A. Martin, as Co-Trustees of the Irrevocable Income-Only Trust for the benefit of Dorothy E. Martin, vesting fee simple title in TBD.
11. Company must be furnished that portion of Dorothy E. Martin Trust, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
12. Company must be furnished that portion of Dorothy E. Martin Irrevocable Income-Only Trust, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
13. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.

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## SCHEDULE B-I

(Continued)

14. Because this transaction represents a split of a parcel and its Parcel ID No., the company requires the following:
1. Seller or Insured to contact the Vanderburgh County Area Plan Commission.
  2. Prior approval from Vanderburgh County Area Plan Commission for a minor subdivision or parcelization plat.
  3. Satisfactory evidence of fulfillment of Vanderburgh County Area Plan Commission's requirements for approval of said split.

Note for Information: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 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.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

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 (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

## 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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any liens, or right to a liens, for services, labor, or material hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Tract One:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-33-009-039.007-030; Assessed in the name of Donald E. Martin & Dorothy E. Martin Trustees; Assessed as Other Agricultural Use; Assessed Value of Land \$30,300; Assessed Value of Improvements \$20,700; Mortgage Exemption \$None; Homestead Exemption \$None; Homestead Supplemental \$None; May installment \$585.56 paid; November installment \$585.56 paid.

Pond Flat Main Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-33-009-039.007-030; Assessed in the name of Donald E. Martin & Dorothy E. Martin Trustees; May installment \$9.70 paid; November installment \$None.

Assessed on PT E1/2 33-4-10 35.39A

Tract Two:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-34-009-040.002-030; Assessed in the name of Dorothy E. Martin Revocable Trust; Assessed as Vacant Land; Assessed Value of Land \$45,900; Assessed Value of Improvements \$None; Mortgage

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## SCHEDULE B, PART II

(Continued)

Exemption \$None; Homestead Exemption \$None; Homestead Supplemental \$None; May installment \$497.44 paid; November installment \$497.44 paid.

Assessed on PT NW 34-4-10 PT NE 33-4-10 39.2A

Tract Three:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-34-009-040.013-030; Assessed in the name of Dorothy E. Martin Revocable Trust; Assessed as Vacant Land; Assessed Value of Land \$43,700; Assessed Value of Improvements \$None; Mortgage Exemption \$None; Homestead Exemption \$None; Homestead Supplemental \$None; May installment \$473.60 paid; November installment \$473.60 paid.

Assessed on PT SE NW & PT SW NE & PT W-1/2 34-4-10 32A

Tract Four:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-33-009-039.017-030; Assessed in the name of Dorothy E. Martin Revocable Trust; Assessed as 1 Family Dwelling; Assessed Value of Land \$20,700; Assessed Value of Improvements \$75,600; Mortgage Exemption \$None; Homestead Exemption \$45,000; Homestead Supplemental \$26,810; May installment \$715.66 paid; November installment \$715.66 paid.

Assessed on PT NE SE 33-4-10 .58A

Tract Five:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-33-009-039.021-030; Assessed in the name of Dorothy E. Martin Revocable Trust; Assessed as Other Residential Structures; Assessed Value of Land \$7,100; Assessed Value of Improvements \$None; Mortgage Exemption \$None; Homestead Exemption \$None; Homestead Supplemental \$None; May installment \$84.87 paid; November installment \$84.87 paid.

Assessed on PT E-1/2 1.00A

Tract Six:

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Scott Township; Tax Code No. 82-02-33-009-039.008-030; Assessed in the name of Donald E. Martin & Dorothy E. Martin Trustees; Assessed as Other Agricultural Use; Assessed Value of Land \$300; Assessed Value of Improvements \$None; Mortgage Exemption \$None; Homestead Exemption \$None; Homestead Supplemental \$None; May installment \$3.26 paid; November installment \$3.26 paid.

Taxes for the year 2019, payable in 2020, and for 2020 payable in 2021, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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## SCHEDULE B, PART II

(Continued)

8. This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions and terms of the commitment.

NOTE: This exception will be deleted on the final title policy.

9. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
10. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Pond Flat Main, a Legal Drain, in accordance with Indiana Drain Code, IC (1981) 36-9-27-33 et seq. (as to Tract One)
11. Title to that portion of the property within the bounds of any roads or highways.
12. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the Vanderburgh County Area Plan Commission.
13. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record, but omitting any covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
14. Any easements or servitudes appearing in the public records.
15. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
17. Underground Coal Rights conveyed to Shell Oil Company dated December 10, 1981 recorded March 1, 1982 in Deed Drawer 1, Card 6336 and as Instrument No. 82-02616. (as to Tract One, Two, Three, Four, Five)
18. Provisions contained in Warranty Deed dated September 5, 1987 in Deed Drawer 3, Card 10026. (as to Tract Three)
19. Right of Way conveyed by Joseph O. Angermeier & Irene C. Angermeier to Albinus R. Martin & Dorothy A. Martin in deed dated July 9, 1958 in Deed Book 406, Page 225. (as to Tract Three)
20. Matters contained on survey by Fred J. Kuester, LS Indiana Reg. No. S0137 dated January 20, 2015. (as to Tract Three)

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## SCHEDULE B, PART II

(Continued)

21. Gas Pipe Line Easement granted to Southern Indiana Gas and Electric Company dated August 3, 1994 and recorded September 9, 1994 in Deed Drawer 8, Card 9920. (as to Tract Four)
22. Electric Distribution Line Easement granted to Southern Indiana Gas and Electric Company dated August 3, 1994 and recorded September 9, 1994 in Deed Drawer 8, Card 9918. (as to Tract Four)
23. Right of Way to Ashland Pipe Line Company dated June 21, 1967 recorded July 31, 1967 in Deed Book 505, Page 599 and as Instrument No. 67-10969.
24. The address, if any, is set forth on this commitment for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
25. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
26. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
27. Any possible charges for sewer services, charges and/or connection charges.
28. Any possible ditch assessments or special assessments.
29. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

NOTE: Upon request of this client and for an additional cost, these easements will be furnished and specifically designated in the title insurance policy; or if we are furnished information from Southern Indiana Gas and Electric Company there are no easements affecting the insured premises, this exception will be deleted.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Vanderburgh County, Indiana.

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

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## SCHEDULE B, PART II

(Continued)

2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics' or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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**EXHIBIT A**  
**ALTA COMMITMENT**

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

**Tract One:** (Tax Code Nos. 82-02-33-009-039.007-030 and Part of 82-02-34-009-040.002-030)

Part of the East One,Half of Section Thirty-three (33), Township Four (4) South, Range Ten (10) West and part of the Northwest,Quarter of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, in Vanderburgh County, Indiana, all more particularly described as follows:

Beginning at the half mile comer on the East side of said Section Thirty-three (33), thence South sixteen and fifty hundredths (16.50) chains; thence West twenty (20) chains; thence North thirteen and twenty-six hundredths (13.26) chains to the middle of Old State Road running from Evansville to Princeton thence Northwardly along the middle of said road with 66 meanders thereof to a point twenty-four and ninety-eight hundredths (24.98) chains South of the North line of said Section Thirty-three (33); thence East twenty-six and fifty-seven hundredths (26.57) chains; thence South fifteen and twenty hundredths (15.20) chains to the half section line passing East and West through the center of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, thence West along said half section line thirteen. and forty hundredths (13.40) chains to the place of beginning.

EXCEPTING THEREFROM the following previously conveyed,Parcels all of which are recorded in the Office of the Recorder of Vanderburgh County, Indiana:

- A. By Warranty Deed dated January 29, 1968, conveyed by Albinus F. Martin and Dorothy A. Martin, husband and wife, to Donald E. Martin and Dorothy E. Martin and recorded March 15, 1968, in Deed Record 115, Page 244; and
- B. By Warranty Deed dated July 20, 1978, conveyed by Albinus F. Martin and Dorothy A. Martin, husband and wife, to Dan R. DeMuth and Melba J. DeMuth, husband and wife, recorded July 25, 1978, in Deed Record 667, Page 373; and
- C. Tract Four by that certain Warranty Deed dated September 5, 1987, conveyed by Dorothy A. Martin to A. Byrdell Martin, Melba J. DeMuth, Donald E. Martin and Darwin P. Martin, all of Vanderburgh County, Indiana, as Trustees and not individually, under a certain Trust Agreement dated September 5, 1987, and recorded September 8,1987, in Deed Drawer 3, Card 10026, containing a acre, more or less.
- D. By Warranty Deed dated April 16, 1962, conveyed by Mildred C. Gruebel and Austin Gruebel, wife and husband etal to Dorothy Martin and Albinus Martin, her husband, recorded May 7, 1962, in Deed Book 442, Page 481 all in the Office of the Recorder of Vanderburgh County, Indiana.

**TRACT TWO:** (Part of Tax Code No. 82-02-34-009-040.002-030)

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-four (4), Township Four (4) South, Range Ten (10) West, in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Southeast comer of said Quarter Quarter Section; thence West six and fifty hundredths (6.50) chains; thence North thirteen and eighty-nine hundredths (13.89) chains; thence East six and fifty hundredths (6.50) chains; thence South thirteen and ninety-three hundredths (13.93) chains to the place of beginning;

SUBJECT HOWEVER, to a certain access easement, for ingress and egress, more particularly described as follows;

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-hour (34), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana, and more particularly described as follows:

Beginning at a point on the East line thirteen and eighty-nine hundredths (13.89) chains North of the Southeast corner of said Quarter Quarter Section; thence West along an existing property line four hundred twenty-nine (429.00) feet; thence North along an existing property line three hundred three (303.00) feet to an iron; thence

## EXHIBIT A

(Continued)

West thirty (30.00) feet, thence South three hundred thirty-three (333.00) feet; thence East four hundred fifty-nine (459) feet to a point on the East line of said Quarter Quarter Section; thence North along said East line thirty (30.00) feet to the point of beginning.

EXCEPTING THEREFROM, Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana, and more particularly described as follows:

Commencing at a 4 inch by 6 inch stone found marking the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 34; thence along the East line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 428.26 feet to the point of beginning of said easement; thence North 85 degrees 27 minutes 48 seconds West 1764.32 feet; thence South 71 degrees 23 minutes 35 seconds West 127.15 feet; thence South 66 degrees 18 minutes 15 seconds West 108.05 feet; thence North 88 degrees 40 minutes 58 seconds West 164.72 feet; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence South 88 degrees 40 minutes 58 seconds East 161.00 feet; thence North 66 degrees 18 minutes 15 seconds East 105.15 feet; thence North 71 degrees 23 minutes 35 seconds East 131.25 feet; thence South 85 degrees 27 minutes 48 seconds East 1827.29 feet; thence South 01 degrees 18 minutes 04 seconds West 20.00 feet; thence North 85 degrees 27 minutes 48 seconds West 60.00 feet to the point of beginning.

**TRACT THREE:** (Tax Code No. 82-02-34-009-040.013-030)

ALSO, Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), Part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and Part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Four (4) South, Range Ten (10) West, Scott Township, Vanderburgh County, Indiana and more particularly described as follows:

Beginning at a 4 inch by 6 inch stone found marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section; thence along the West Line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 862.94 feet to a 5/8 inch Iron pin with cap inscribed "Fred Kuester IN RLS S0137" (hereinafter referred to as a Kuester pin) set; thence South 88 degrees 21 minutes 45 seconds East 904.67 feet to a Kuester pin set; thence South 01 degrees 20 minutes 49 seconds West 337.42 feet to a point in a ditch; thence along said ditch the following courses and distances: South 86 degrees 53 minutes 39 seconds East 23.39 feet; thence South 51, degrees 14 minutes 37 seconds East 46.45 feet; thence South 69 degrees 38 minutes 29 seconds East 38.08 feet; thence South 73 degrees 32 minutes 24 seconds East 54.15 feet; thence South 45 degrees 07 minutes 29 seconds East 21.33 feet; thence South 73 degrees 15 minutes 40 seconds East 47.58 feet; thence South 32 degrees 25 minutes 26 seconds East 70.48 feet; thence South 85 degrees 09 minutes 09 seconds East 36.21 feet; thence South 52 degrees 59 minutes 35 seconds East 58.18 feet; thence South 18 degrees 05 minutes 05 seconds East 35.40 feet; thence South 51 degrees 58 minutes 47 seconds East 45.76 feet; thence South 73 degrees 49 minutes 58 seconds East 31.22 feet; thence North 81 degrees 14 minutes 35 seconds East 61.74 feet; thence North 87 degrees 46 minutes 32 seconds East 142.06 feet; thence North 87 degrees 50 minutes 22 seconds East 82.04 feet; thence South 86 degrees 42 minutes 35 seconds East 141.09 feet; thence South 88 degrees 39 minutes 17 seconds East 291.82 feet; thence South 88 degrees 34 minutes 44 seconds East 209.09 feet; thence South 86 degrees 10 minutes 26 seconds East 136.39 feet; thence North 84 degrees 00 minutes 35 seconds East 65.42 feet; thence North 70 degrees 45 minutes 44 seconds East 88.32 feet; thence North 81 degrees 08 minutes 34 seconds East 45.83 feet; thence North 61 degrees 38 minutes 15 seconds East 62.56 feet; thence North 70 degrees 54 minutes 31 seconds East 25.24 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section; thence leaving said ditch and along said East line South 01 degrees 13 minutes 51 seconds West 392.02 feet to a 1 1/4 inch iron pipe found marking the Northeast Corner of the West Half of the Southeast Quarter of said Section; thence along the East line of said Half Quarter Section South 01 degrees 13 minutes 50 seconds West 15.00 feet to a Kuester pin set; thence North 88 degrees 27 minutes 10 seconds West 1320.29 feet to a Kuester pin set on the West line of said Half Quarter Section; thence North 01 degrees 19 minutes 27 seconds East 15.00 feet to a 5/8 inch iron pin found marking the Southeast Corner of the Southeast Quarter of the Northwest Quarter of said Section; thence along the South Line of said Quarter Quarter Section North 88 degrees 09 minutes 18 seconds West 1328.97 feet to the point of beginning.



## EXHIBIT A

(Continued)

CONTAINING 32.00 ACRES, MORE OR LESS.

With a 20 foot wide easement for ingress and egress in Part of the North Half (N 1/2 of Section Thirty-Four (34) and Part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), all in Township Four (4) South, Range Ten (10) West, Scott Township, Vanderburgh. County, Indiana and more particularly described as follows:

Commencing at a 4 inch by 6 inch stone found marking the Southeast Comer of the Southwest Quarter of the Northwest Quarter of Section 34; thence along the East line of said Quarter Quarter Section North 01 degrees 18 minutes 04 seconds East 428.26 feet to the point of beginning of said easement; thence North 85 degrees 27 minutes 48 seconds West 1764.32 feet; thence South 71 degrees 23 minutes 35 seconds West 127.15 feet; thence South 66 degrees 18 minutes 15 seconds West 108.05 feet; thence North 88 degrees 40 minutes 58 seconds West 164.72 feet; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence South 88 degrees 40 minutes 58 seconds East 161.00 feet; thence North 66 degrees 18 minutes 15 seconds East 105.15 feet; thence North 71 degrees 23 minutes 35 seconds East 131.25 feet; thence South 85 degrees 27 minutes 48 seconds East 1827.29 feet; thence South 01 degrees 18 minutes 04 seconds West 20.00 feet; thence North 85 degrees 27 minutes 48 seconds West 60.00 feet to the point of beginning.

**TRACT FOUR:** (Tax Code No. 82-02-33-009-039.017-030)

ALSO, All that part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 4 South, Range 10 West, described and bounded as follows:

Commencing at a point in the center of the Old State Road 198 feet South of the Half Section Line running East and West through said Section and from said point of beginning, running East parallel with said Half Section line 193 feet, thence at right angles South 130 feet; thence at right angles West to the center of Old State Road, thence North along the center of Old State Road to the point of beginning; containing one-half acres, more or less, located in Vanderburgh County, Indiana.

**TRACT FIVE:** (Tax Code No. 82-02-33-009-039.021-030)

Part of the South Half of the Northeast Quarter of Section Thirty-three (33), Township Four (4) South, Range Ten (10) West in Vanderburgh County, Indiana and more particularly described as follows:

Commencing at an iron marking the Northwest corner of said South Half; thence 89 Degrees 45 Minutes East along the North line of said South Half One Thousand Seven Hundred Forty-three and Seventy-five (75) Hundredths (1743.75) feet to a rail road spike in the center line of Old State Road; thence South 05 Degrees 57 Minutes East along said center line Six Hundred Two and Ten Hundredths (602.10) feet to a rail road spike marking the initial point of beginning of the following described real estate; thence North 89 Degrees 45 Minutes East One Hundred Fifty-six Ninety-one Hundredths (156.91) feet to an Iron; thence South 00 Degrees 15 Minutes East One Hundred Forty-one and Sixty-two Hundredths (141.62) feet to an iron; thence North 89 Degrees 45 Minutes East Thirty-four and Twenty Hundredths (34.20) feet to an iron; thence South 01 Degree 06 Minutes West One Hundred Thirty-two and Thirty-seven Hundredths (132.37) feet to an iron; thence South 89 Degrees 45 Minutes West One Hundred Sixty and Sixty-five Hundredths (160.65) feet to a rail road spike in the center line of Old State Road; thence North 05 Degrees 57 Minutes West along said center line Two Hundred Seventy-five and Thirty Hundredths (275.30) feet to a rail road spike at the point of beginning, Said to contain 1.00 acre more or less.

**TRACT SIX:** (Tax Code No. 82-02-33-009-039.008-030)

Part of the East one-half (E-1/2) of Section Thirty-three (33), Township 4 South, Range 10 West. described as follows:

Commencing at a point in the center of Old State Road, which point of beginning is found as follows: Beginning at the half mile corner of the east side of said section. township and range running; thence South 16.5, chains; thence West to the center of the Old State Road to the place of beginning and from said point of beginning East

## EXHIBIT A

(Continued)

1.37 feet; thence North 62 feet; thence West of the center of the Old State Road; thence. in a Southerly direction along the center of said road to the point of beginning.

NOTE: The proposed insured is only acquiring a portion of the real estate set out above. However, said real estate has been set out in its entirety due to a lack of survey description.