

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**IN Title Company**

**(File Number: 20200840)**

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**29.735± ac. in Delaware County, Indiana**

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*For May 7, 2020 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Estate of Paul L. Taylor**

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Fidelity National Title Insurance Company**

*Transaction Identification Data for reference only:*

Issuing Agent: IN Title Company  
Issuing Office: 200 E. Washington St., Muncie, IN 47305  
ALTA® Universal ID: N/A  
Loan ID Number:  
Commitment Number: 20200840  
Issuing Office File Number: 20200840  
Property Address: 5990 N CR 650 E, Albany, IN 47320  
Revision Number:

**1. Commitment Date:** March 20, 2020 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy

\$100,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

(b) ALTA Loan Policy

Proposed Insured:

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

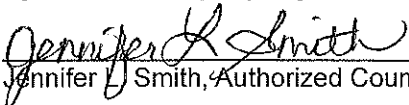
**4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Heirs at law of Paul L. Taylor, deceased

**5. The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**Fidelity National Title Insurance Company  
By IN Title Company, Agent**

  
Jennifer L. Smith, Authorized Countersignature

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File No. 20200840

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Fidelity National Title Insurance Company**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 27, Township 21 North, Range 11 East, Delaware County, Indiana, more particularly described as follows, to-wit: Commencing at a mag nail found at the Northwest corner of said Northeast Quarter; thence South 00 degrees 46 minutes 11 seconds East (GPS bearing and used as the basis of bearings for this description) on and along the West line of said Northeast Quarter, a distance of 1685.40 feet to a mag nail at the true point of beginning, said mag nail being situated North 00 degrees 46 minutes 11 seconds West, a distance of 953.02 feet from a mag nail at the Southwest corner of said Northeast Quarter, thence North 88 degrees 22 minutes 21 seconds East a distance of 710.10 feet to a steel post found; thence North 00 degrees 46 minutes 11 seconds West, a distance of 68.00 feet to a 5/8 inch iron pin capped "Walker"; thence South 87 degrees 32 minutes 42 seconds East, a distance of 540.70 feet to a 5/8 inch iron pin capped "Walker"; thence South 00 degrees 46 minutes 11 seconds East, a distance of 67.61 feet to a 5/8 inch iron pin capped "Walker"; thence North 89 degrees 13 minutes 42 seconds East, a distance of 66.38 feet to an angle iron post found; thence South 15 degrees 41 minutes 35 seconds East, a distance of 24.53 feet to an angle iron post found; thence South 01 degrees 09 minutes 30 seconds East, a distance of 903.20 feet to a mag nail on the South line of said Northeast Quarter; thence South 88 degrees 56 minutes 22 seconds West, on and along the South line, being within the Right-of-Way of County Road 350 North, a distance of 1328.70 feet to a mag nail at the Southwest corner of said Northeast Quarter; thence North 00 degrees 46 minutes 11 seconds West, on and along the West line of said Northeast Quarter, being within the Right-of-way of County Road 650 East, a distance of 953.02 feet to the true point of beginning, containing 29.735 acres of land, more or less.

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File No. 20200840

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I**

ISSUED BY

**Fidelity National Title Insurance Company**

**Requirements**

File No.: 20200840

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:
  - A. Personal Representative's Deed to be executed from Heather A. Burris, as Personal Representative of the Estate of Paul L. Taylor to "BUYERS".
  - B. Pay and release mortgage executed from Paul L. Taylor to Midwest Ag Finance Inc., in the sum of \$95,000.00, dated April 10, 2013 and recorded April 12, 2013 in Instrument No. 2013R05008. Said Mortgage has been assigned to Beacon Credit Union, by Assignment of Mortgage dated December 18, 2015, recorded January 4, 2016, in Instrument No. 2016R00084.
  - C. 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, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  - D. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

Note: Due to county office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our GAP Undertaking to be signed by all parties.

**IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.**

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I**

ISSUED BY

**Fidelity National Title Insurance Company**

**Requirements**

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "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)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Fidelity National Title Insurance Company**

**Exceptions**

File No.: 20200840

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:

**Standard Exceptions:**

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. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore 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.

**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.

**Note:** The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

**Special Exceptions:**

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
8. Taxes for the year 2019 in the amount of \$1,326.59 each installment due May 11 and November 10, 2020. May installment unpaid. November installment unpaid. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-08-27-200-001.000-004

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Fidelity National Title Insurance Company**

**Exceptions**

9. Mississinewa annual ditch assessment in the sum of \$29.74 per year, recorded in Ditch No. 051, next installment of \$14.87 due May 11, 2020.
10. Storm Water assessment in the sum of \$11.40 per year, next installment due May 11, 2020.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
13. Terms and provisions of a(n) pipeline easement in favor of American Louisiana Pipe Line Company dated May 23, 1955 and recorded July 5, 1955 in Deed Record 356, page 119.
14. Terms and provisions of an Oil and Gas Lease, dated June 29, 1903 and recorded August 19, 1903 in Miscellaneous Record R, page 104 from Dean Heirs to James Reilly and so long thereafter as oil and gas may be produced.
15. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

JLS/amb

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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Commitment No. 20200840

**COMMITMENT FOR TITLE INSURANCE ISSUED  
BY  
FIDELITY 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, Fidelity National Title Insurance Company, a Florida 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 **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

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- (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; and
  - (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.

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- (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.

**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>>.

*Fidelity National Title Insurance Company*



By: *[Signature]*

ATTEST

President

*[Signature]*

Secretary

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10446

# RIGHT-OF-WAY CONTRACT

For and in consideration of one dollar per lineal rod - - - - -  
Eighty six dollars - - - - - Dollars (\$ 86.00 ) receipt of which

hereby is acknowledged Jessie Taylor and Charles B. Taylor, husband and wife

(hereinafter called GRANTOR) for themselves, their heirs, executors, administrators, successors and assigns hereby grant to AMERICAN LOUISIANA PIPE LINE COMPANY, a Delaware corporation, its successors and assigns, (hereinafter called GRANTEE) the right to construct, operate, maintain, alter, replace, move and remove a pipe line or pipe lines and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line, the Grantee to have the right to select the route or routes thereof, over, through, upon, under and

across the following real estate situated in Delaware County, State of Indiana, to-wit:

The West half (1/2) of the northeast quarter (NE 1/4) of Section 27, also the northeast quarter (NE 1/4) of the northeast quarter (NE 1/4) of Section 27 and west half of the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) of Section 27, all in Township 21 North, Range 11 East, containing 140 acres, more or less. The East half (E 1/2) of the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) of Section 27, Township 21 North, Range 11 East, containing 20 acres more or less.

The grantee agrees to protect owner and or tenant against future crop damages as may occur as a direct result of said pipeline construction. The Right-of-Way shall be a strip of land through premises not to exceed 75 ft. in width. **ROCKS AND BOULDERS OF SUCH SIZE AS MAY INTERFERE WITH CULTIVATION SHALL BE BURIED BELOW PLOW DEPTH.**

see MR. 214-5389 to 5397

together with the right of ingress and egress at convenient points for such purposes; hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws. Should more than one pipe line be laid under this grant at any time, by Grantee or its assigns, Grantor shall be paid as consideration therefor a sum equivalent to One Dollar (\$1.00) per lineal rod of each additional line. Any additional pipe lines shall be laid parallel and as near as practicable to the first line constructed hereunder.

The said Grantor shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. Grantee covenants and agrees that it will bury all pipe lines constructed hereunder below ordinary plow depth.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Grantee agrees to pay to the owner of said land and to any tenant or lessee thereof, as their respective interests may appear, any damages to fences, growing crops and timber which may be caused by constructing, maintaining, altering, repairing, replacing, moving or removing the pipe lines and appurtenances hereunder authorized.

TO HAVE AND TO HOLD said Right-of-Way unto said Grantee, its successors and assigns forever.

The rights herein granted may be assigned in whole or in part. It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this the 23 day of May, 1955.

Witnesses:

Paul A. Sampson

Charles B. Taylor  
Charles B. Taylor

Jessie Taylor  
Jessie Taylor

In consideration of \$1.00 and other valuable consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by the foregoing right-of-way contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Tenant

FILED FOR RECORD  
2:30 o'clock P.M. '55

JUL - 3 1955

2<sup>nd</sup> Ed. Book 356 Page 119

Betty Pittenger  
Recorder Delaware County

STATE OF INDIANA

COUNTY OF Delaware ss.

Personally appeared before me the undersigned, a Notary Public in and for said County and State

Charles B. Taylor and Jessie Taylor

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed

Witness my hand and notarial seal this 23<sup>rd</sup> day of May

My Commission Expires:

Feb 6 - 1957

John W. Juett Notary Public (Seal)

In consideration of the sum of One dollar the receipt of which is hereby acknowledged, Samuel Dean, H A Dean, Daniel, Thomas C, Mary L and Clark Dean of Delaware Township Delaware County, Indiana of the first part hereby grant unto James Heilly second party, all the oil, gas and other minerals found in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating and to erect and maintain all buildings and structures; and the exclusive right to lay all pipes or conduits necessary for the production and transportation of Oil, gas or other minerals taken from the said premises. Excepting and reserving, however, to the first part one sixth (1/6) part of all oil, or other minerals produced and saved from said premises, to be delivered in the pipe line by the second party, namely: All that certain lot of land situated in the Township of Delaware County of Delaware in the state of Indiana bounded and described as follows, to wit:

E 1/2 of the south east 1/4 of the north east 1/4 of section 27 Town 21 Range 11 no well to be drilled nearer than Two hundred feet of dwelling damage done by drilling shall be fully paid. Containing 20 acres, more or less.

If gas only is found in quantities large enough to transport, then parties of the first part are to receive one hundred and fifty dollars for the product of each and every well so transported, and also free gas for dwelling on the above described land, for heating and lighting purposes. This agreement holds good as long as oil or gas is found in paying quantities on the above land.

The party of the second part agrees to drill a well within ninety days or, pay annually thereafter the sum of One dollar per acre.

All money due, to be deposited to the credit of the first part in the Union National Bank at Muncie Indiana.

The second party shall have the free use of sufficient gas, oil and water to run all machinery for operating the wells on the above premises and adjoining farms operated by second party, and also the right to remove all property at any time, and may cancel and annul this contract agreement or any undrilled portion thereof at any time, and be released from all claims, by paying the first party the consideration of One dollar and cancelling this agreement. If no well is producing gas or oil in paying quantities on the above land within five years, then this agreement is to become void and given back to first party.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to their heirs, successors, executors and assigns.

In Witness Whereof, the parties have hereunto set their hands and seals this 29th day of June A D 1903.

Witnesses.	Samuel Dean /s/	Daniel Dean Seal
Chas L Goontz	H A Dean /s/	Clark Dean Seal
Lyman C Scott	Mary L Dean /s/	James Heilly Seal
	Thomas C Dean /s/	

State of Indiana County of Delaware SS

I Lyman C Scott a Notary Public of Howard County do certify that Sam Dean, H A Dean, Mary E Dean, Thomas C Dean, Daniel Dean and Clark Dean whose names are signed to the foregoing writing, bearing date on the 29th day of June 1903 have this day acknowledged the same before me in Delaware County.

Given under my hand this the 29th day of June 1903.

( U S )

Lyman C Scott

My commission expires Jan 26th 1904.

Filed for record August 19-1903-8;30 A. M.

By

*Geo E. Heilly*  
*William Heilly*  
 Deputy.

R D C