



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Sullivan County Abstract Inc  
Issuing Office: 12 South Court Street, Sullivan, IN 47882  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 231204F  
Issuing Office File Number: 231204F  
Property Address: County Road 600 N, Shelburn, IN 47879  
Revision Number:

**SCHEDULE A**

1. Commitment Date: November 22, 2023 @ 8:00AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (7-1-21)  
Proposed Insured: TO BE DETERMINED  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
  - b.  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: Fee Simple
  - c. None  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in: LEEANN MCHUGH and LINDA BAILEY, as joint tenants with right of survivorship
5. The Land is described as follows: AS SHOWN ON SCHEDULE C.

**First American Title Insurance Company**

By: \_\_\_\_\_

Authorized Countersignature

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## 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.

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## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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 1:  
Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.  
Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.  
Parcel No.: 77-03-35-000-010.000-006.  
Legal Description: W SIDE SW SE SEC. 35-9-10, 19.05 A. (partial in FR)  
Taxing unit: FAIRBANKS TOWNSHIP.  
Township code: 06-0610.  
Land: \$10,100.00.  
Improvements: NONE.  
Exemptions: NONE.  
May installment of \$93.67 PAID.  
November installment of \$93.67 PAID.
8. TRACT 2:  
Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.  
Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.  
Parcel No.: 77-03-35-000-009.000-006.  
Legal Description: E SIDE SW SE SEC. 35-9-10, 12 A. (1.88 A in FR).  
Taxing unit: FAIRBANKS TOWNSHIP.

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Township code: 06-0262.  
Land: \$17,200.00.  
Improvements: NONE.  
Exemptions: NONE.  
May installment of \$159.52 PAID.  
November installment of \$159.52 PAID.

**9. TRACT 3:**

Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.

Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.

Parcel No.: 77-03-36-000-008.000-006.

Legal Description: CEN PT W 1/2 SEC. 36-9-10, 90 A. (76.45 A. Reg & 13.55 A. FR).

Taxing unit: FAIRBANKS TOWNSHIP.

Township code: 06-0058.

Land: \$128,500.00.

Improvements: NONE.

Exemptions: NONE.

May installment of \$1191.78 PAID.

November installment of \$1191.78 PAID.

**10. TRACT 4:**

Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.

Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.

Parcel No.: 77-03-35-000-002.000-006.

Legal Description: SW PT NE & NE PT SE NW & S PT S1/2 NE & E1/2 SE SEC. 35-9-10, 208 A. (133.60 A Reg. & 74.40 A. FR).

Taxing unit: FAIRBANKS TOWNSHIP.

Township code: 06-0261.

Land: \$215,100.00.

Improvements: \$150,300.00.

Homestead Exemption: \$45,000.00.

Homestead Supplemental: \$31,115.00.

May installment of \$2682.97 PAID.

November installment of \$2682.97 PAID.

NOTE: The above taxes include additional real estate.

**11. TRACT 5:**

Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.

Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.

Parcel No.: 77-03-26-000-010.000-006.

Legal Description: SW PT S1/2 SE SEC. 36-9-10, 11 A. (1.65 A. Reg. & 9.35 A. FR).

Taxing unit: FAIRBANKS TOWNSHIP.

Township code: 06-0260.

Land: \$600.00.

Improvements: NONE.

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Exemptions: NONE.  
Full Year: \$11.13 PAID.

12. TRACT 6:  
Real estate taxes assessed for the year 2022 are a lien and are due in two installments, payable May 10 and November 10, 2023.  
Assessed in the name of: LEANN MCHUGH & LINDA BAILEY L/E VIRGIL E. GERKIN.  
Parcel No.: 77-03-35-000-008.001-006.  
Legal Description: PT NW SE SEC. 35-9-10, 5.67 A.  
Taxing unit: FAIRBANKS TOWNSHIP.  
Township code: 06-1333.  
Land: \$1300.00.  
Improvements: NONE.  
Exemptions: NONE.  
Full Year: \$24.11 PAID.
13. Real estate taxes for the year 2023, payable 2024, are a lien but not yet due and payable.
14. Taxes and special assessments, if any, not yet due and payable.
15. Address is used for informational purposes only and is neither guaranteed nor insured.
16. Acreage is used for informational purposes only and is neither guaranteed nor insured.
17. TRACTS 3, 4 & 5:  
Oil and Gas Lease dated January 2, 1990 between Virgil E. Gerkin and Peggy Gerkin, husband and wife and Mid-Central Production Corporation, for the term of one year from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded January 22, 1990 in Miscellaneous Record 139, Page 62. (This lease has been assigned multiple times.)
18. TRACTS 1, 3 & 4:  
Application for Classification of Land as Forest Land, dated October 8, 1998 and recorded January 17, 1995 in Miscellaneous Record 144, Page 43.
19. TRACT 1:  
Easement granted to Gary Ferree and Joann Ferree, husband and wife, their successors and assigns, for the purpose of ingress and egress, dated July 18, 2001 and recorded July 25, 2001 in Miscellaneous Record 150, Page 363.
20. TRACTS 1, 2, 3, 4 & 5:  
Coalbed Gas Option and Lease dated July 22, 2002 between Virgil Gerkin and Peggy Gerkin and Sullivan County Coalbed Methane, LLC, for the term of 36 months from date and so long thereafter as coalbed is being produced and sold from said land, upon the terms, covenants and conditions therein contained, recorded August 28, 2002 in Miscellaneous Record 151, Page 698. (This lease has been assigned multiple times.)
21. TRACTS 1, 2, 3, 4 & 5:  
Coalbed Gas Option and Lease dated July 22, 2002 between Virgil Gerkin and Peggy Gerkin and Sullivan County Coalbed Methane, LLC, for the term of 3 years from date and so long thereafter as coalbed is being

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produced and sold from said land, upon the terms, covenants and conditions therein contained, recorded February 21, 2006 as Instrument No. 2006000642.

22. TRACT 4:  
Subject to a perpetual easement to utilize the driveway, shown in deed dated October 26, 2023 and recorded October 26, 2023 as Instrument No. 2023002415.
23. TRACT 1:  
Oil and Gas Lease dated February 26, 1952 between Rexie E. Pogue and Erie Pogue and F. L. Runyan, for the term of 1 year from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded April 16, 1952 in Miscellaneous Record 65, Page 554. (This lease has been assigned multiple times.)
24. TRACT 2:  
Oil and Gas Lease dated February 26, 1952 between Rexie E. Pogue and F. L. Runyan, for the term of 1 year from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded April 16, 1952 in Miscellaneous Record 65, Page 552. (This lease has been assigned multiple times.)
25. Right of Way Grant to Sullivan County, Indiana, for the purpose of highway/roadway purposes, dated October 2, 1972 and recorded October 2, 1972 in Miscellaneous Record 112, Page 181.
26. TRACT 2:  
Oil and Gas Lease dated December 6, 1948 between Rexie E. Pogue and Braxton Nash, for the term of 1 year from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded December 8, 1948 in Miscellaneous Record 49, Page 210.
27. TRACT 3:  
Oil and Gas Lease dated May 29, 1913 between S. A. Merrill and J. V. Merrill, her husband and The Ohio Oil Company, for the term of 1 year from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded August 11, 1913 in Miscellaneous Record 14, Page 511. (This lease has been assigned multiple times.)
28. TRACTS 4 & 5:  
Oil and Gas Lease dated January 5, 1912 between Joseph V. Merrill and Sarah A. Merrill, his wife and Casper Miller, for the term of 2 years from date and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded April 1, 1912 in Miscellaneous Record 13, Page 431. (This lease has been assigned multiple times.)
29. TRACT 4:  
Subject to any and all terms, covenants and conditions as shown in a certain Grant of Water Rights and Pipe Line Right of Way granted to The Ohio Oil Company, dated September 18, 1959 and recorded October 6, 1959 in Miscellaneous Record 85, Page 419. (This has been assigned.)
30. TRACT 4:  
Subject to all terms, covenants and conditions contained in a certain Easement Contract to Amoco Pipeline Company, its successors and/or assigns, for the purpose of pipelines pertaining to oil, gas, water, and any

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other substances whether fluid or solid, dated August 24, 1976 and recorded September 16, 1976 in Miscellaneous Record 119, Page 415.

31. TRACT 3:  
Easement granted to Charles Collins and assigned to Sullivan County Rural Electric Membership Corporation, its successors and/or assigns, dated January 3, 1939 and recorded January 10, 1940 in R.E.M.C. Easement Record 1, Page 485.
32. TRACT 6:  
Oil and Gas Lease dated September 11, 1989 between Irwin Reiss and Mary Reiss, husband and wife and Charles Russell, for the term of 1 year and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded September 22, 1989 in Miscellaneous Record 138, Page 544.
33. TRACT 6:  
Oil and Gas Lease dated January 2, 1990 between Irwin Reiss and Mary Reiss, husband and wife and Mid-Central Production Corporation, for the term of 1 year and so long thereafter as oil or gas is produced in paying quantities, upon the terms, covenants and conditions therein contained, recorded January 18, 1990 in Miscellaneous Record 139, Page 56. (This lease has been assigned multiple times.)
34. ALL TRACTS:  
Rights of the public and others entitled to use thereof, any portion of the premises lying under or along all public roads or highways.
35. ALL TRACTS:  
Rights of way for drainage, drainage ditches, feeders, laterals and underground drain tile or pipes, if any.
36. ALL TRACTS:  
Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
37. ALL TRACTS:  
Any covenants, conditions, restrictions, easements or servitudes and mineral reservations or exceptions appearing of record and all visible recorded or unrecorded easements.

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File No.: 231204F

The Land referred to herein below is situated in the County of Sullivan, State of Indiana, and is described as follows:

TRACT 1:

Twenty-eight (28) acres off the west side of the southwest quarter of the southeast quarter of Section 35, Township 9 North, Range 10 West. EXCEPTING THEREFROM the following described real estate, to-wit: All that land lying west and north of the center of Turman Creek and west and south of County Road 500 West located in the southwest quarter of the southeast quarter of Section 35, Township 9 North, Range 10 West.

TRACT 2:

Twelve (12) acres off the east side of the southwest quarter of the southeast quarter of Section 35, Township 9 North, Range 10 West.

TRACT 3:

The south half of the northwest quarter and ten (10) acres off the north side of the southwest quarter all in Section 36, Township 9 North, Range 10 West.

TRACT 4:

The following real estate located in Section 35, Township 9 North, Range 10 West:

The east half of the southeast quarter EXCEPTING THEREFROM the following tract, to-wit: Beginning 296.3 feet east of the east half of the southeast quarter of Section 35, Township 9 North, Range 10 West; thence east 683.9 feet; thence in a northwesterly direction 801.8 feet; thence west 134.2 feet; thence following the east side of the driveway as now in existence, a distance of 891.2 feet to the point of beginning. ALSO, EXCEPTING THEREFROM the following tract, to-wit: Beginning 46.3 feet east of the east half of the southeast quarter of Section 35, Township 9 North, Range 10 West; thence north 452.2 feet; thence in a southeasterly direction 395.6 feet; thence following the west side of the driveway as now in existence in a southwesterly direction 366.7 feet; thence west 232 feet to the point of beginning.

The west half of the northeast quarter.

Thirty-six (36) acres off the south side of the southeast quarter of the northeast quarter.

Seven (7) acres of even width off the west side of the northeast quarter of the northeast quarter.

A strip four (4) rods wide off the north end of seven (7) acres off the west side of the southeast quarter of the northeast quarter.

Beginning at the northeast corner of the southeast quarter of the northwest quarter and running thence south to Turman Creek; thence west following said creek and north with said creek to the north line of said quarter quarter; thence east to the place of beginning, containing five (5) acres, more or less.

TRACT 5:

Ten (10) acres of even width off the south side of the southwest quarter of the southeast quarter of Section 26, Township 9 North, Range 10 West.

TRACT 6:

All that part of the land in the northwest quarter of the southeast quarter of Section 35, Township 9 North, Range 10 West lying east of the center of Turman Creek. EXCEPTING all that land lying west and north of the center of



Turman Creek and west and south of County Road 500 West located in the southwest quarter of the southeast quarter of Section 35, Township 9 North, Range 10 West.

NOTE: Acreage is used for informational purposes only and is neither guaranteed nor insured.

**This commitment or foreclosure guarantee commitment is furnished by First American Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of First American Title Insurance Company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.**