

Cover page for:

Preliminary Title Insurance Schedules

Preliminary title insurance schedules prepared by:

Metropolitan Title of Indiana, LLC

(File Number: 231453A)

Auction Tract 1 (Kosciusko County, Indiana)

For September 5, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Bart's Water Ski Center, Inc., et al.



First American

Commitment

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 231453A

COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company
NOTICE**

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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

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

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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; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 231453A

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Fort Wayne, IN 46825

Commitment No.: 231453A

Issuing Office File No.: 231453A

Property Address: Epworth Forest Road, North Webster, IN 46555

Revision:

Printed Date: 07/11/2023

SCHEDULE A

1. Commitment Date: July 03, 2023 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear
Proposed Policy Amount: \$500.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Bart's Water Ski Center, Inc.

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(877)269-7670 or fax to (877)270-0534
9604 Coldwater Road
Fort Wayne, IN 46825

INSURANCE FRAUD WARNING by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 231453A

Commitment No.: 231453A

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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee 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. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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First American

Schedule BI & BII (Cont.)

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File No: 231453A

11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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First American

Schedule BI & BII (Cont.)

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Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 231453A

Commitment No.: 231453A

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or 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.

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

Parcel No.: 43-08-10-100-105.000-023
May Installment of \$184.13 PAID
November Installment of \$184.13 UNPAID

Tax Year: Current Year 2022 due 2023

Land:	\$36,400.00
Improvements:	\$0
Homeowners Exemption:	\$0
Mortgage Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$0

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2023 due in May and November, 2024.

8. Submit to the Company a Resolution authorizing the sale of subject real estate and directing the proper officials to execute the deed on behalf of the Bart's Water Ski Center, Inc..
9. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
10. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
11. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
12. 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.

Note: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

VESTING DEED:

Grantor:	Estate of Elizabeth B. Baker
Grantee:	Bart's Water Ski Center, Inc.
Date of Recording:	June 29, 1983
Recorded:	Deed Record 300, page 289

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NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:
Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9-06)
Environmental Protection Lien Endorsement (ALTA 8.1-06)

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First American

Schedule C

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 231453A

Commitment No.: 231453A

The land referred to in this Commitment, situated in the County of Kosciusko, State of Indiana, is described as follows:

A part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, in Tippecanoe Township, Kosciusko County, Indiana, more particularly bounded and described as follows:

Beginning at an iron stake found this survey buried in the surface of County Road 800 East marking the Northeast corner of said Northeast Quarter of Section 10; thence South 00 degrees 00 minutes 00 seconds (assumed bearing) along the East line of said Northeast Quarter, a distance of 1743.19 feet to a railroad spike set this survey in the surface of County Road 800 East and on the Northerly right-of-way line of the Epworth Forest Road; thence North 88 degrees 04 minutes 40 seconds West, along said Northerly right-of-way line a distance of 560.70 feet; thence North 88 degrees 37 minutes 05 seconds West along said Northerly right-of-way line a distance of 767.16 feet to a 1/2 inch x 20 inch iron pipe, set this survey; thence North 00 degrees 10 minutes 59 seconds East along the East line of a tract of land now owned by Jerry Lee Moore and Delores Mae Moore, which tract is described in Deed Record 234, on page 227 in the Office of the Recorder of Kosciusko County, Indiana, a distance of 1737.21 feet to a railroad iron corner post set on the North line of said Northeast Quarter; thence South 88 degrees 38 minutes 35 seconds East along the North line of said Northeast Quarter a distance of 1322.13 feet to the Point of Beginning, said to contain per deed, 52.87 acres, more or less.

LESS AND EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED TRACTS:

EXCEPTION NO. 1:

Part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing), on and along the East line of said Northeast Quarter, being within the right -of-way of County Road 800 East, a distance of 1743.19 feet to a railroad spike found at the point of intersection with the Easterly projection of the Northerly right-of-way line of Epworth Forest Road; thence North 88 degrees 04 minutes 40 seconds West, on and along said Easterly projection and on and along said Northerly right-of-way line, a distance of 560.70 feet; thence North 88 degrees 37 minutes 05 seconds West, on and along said Northerly right-of-way line, a distance of 22.16 feet to the true Point of Beginning; thence continuing North 88 degrees 37 minutes 05 seconds West, on and along said Northerly right-of-way line, a distance of 745.0 feet to an iron pipe found; thence North 00 degrees 10 minutes 59 seconds East, on and along the East line of a certain tract of land, as recorded in Deed Record 234, page 227 in the records of Kosciusko County, Indiana, a distance of 584.8 feet; thence South 88 degrees 37 minutes 05 seconds East, a distance of 745.0 feet ;thence South 00 degrees 10 minutes 59 seconds West, a distance of 584.8 fee to the true Point of Beginning and said to contain per deed, 10.000 acres of land, more or less.

EXCEPTION NO. 2:

Part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes West (assumed bearing), on and along the East line of said Northeast Quarter, a distance of 1639.19 feet to a

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P.K. nail set at the true Point of Beginning; thence continuing South 00 degrees 00 minutes West, on and along said East line, being within the right-of-way of Hass Hill Road (County Road 800 East), a distance of 104.0 feet to a railroad spike found at the point of intersection with the Easterly projection of the Northerly right-of-way line of Epworth Forest Road; thence North 88 degrees 04 minutes 40 seconds West, on and along said Easterly projection and on and along said Northerly right-of-way line, a distance of 303.0 feet to an iron pin set; thence North 00 degrees 00 minutes East, parallel to said East line, a distance of 104.0 feet to an iron pin set; thence South 88 degrees 04 minutes 40 seconds East, parallel to said Northerly right-of-way line, a distance of 303.0 feet to the true Point of Beginning, said to contain per deed 0.723 acres of land, more or less.

EXCEPTION NO. 3:

A part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, in Tippecanoe Township, Kosciusko County, Indiana, more particularly described as follows:

Beginning at an iron stake in the surface of County Road 800 East marking the Northeast corner of said Northeast Quarter of Section 10; thence West 00 degrees South, 949.63 feet to the true Place of Beginning; thence continuing West, 00 degrees South 372.5 feet to a point; thence South 00 degrees East, 1153.21 feet to a point; thence East, 00 degrees North 372.5 feet to a point; thence North 00 degrees West, 1153.21 feet to the Place of Beginning, said to contain per deed 10 acres, more or less.

EXCEPTION NO. 4:

Part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found at the Northeast corner of said Northeast Quarter; thence North 88 degrees 36 minutes 15 seconds West (recorded West 00 degrees South), on and along the North line of said Northeast Quarter, a distance of 949.63 feet to an iron pin at the Northeast corner of a certain 9.860 acre tract of land as recorded in Document Number 98-04-0621 in the records of Kosciusko County, Indiana; thence South 00 degrees 10 minutes 59 seconds West, on and along the East line of said 9.860 acre tract of land, a distance of 1078.21 feet to an iron pin at the true Point of Beginning; thence continuing South 00 degrees 10 minutes 59 seconds West, on and along said East line, a distance of 75.0 feet to an iron pin found at the Southeast corner of said 9.860 acre tract of land, said iron pin being on the North line of a certain 10.000 acre tract of land as recorded in Deed record 339, page 618 in said records; thence South 88 degrees 37 minutes 05 seconds East, on and along said North line, a distance of 135.0 feet to an iron pin; thence North 00 degrees 10 minutes 59 seconds East, a distance of 75.0 feet to an iron pin; thence North 88 degrees 37 minutes 05 seconds West, a distance of 135.0 feet to the true Point of Beginning, said to contain per deed, 0.232 acres of land, more or less.

EXCEPTION NO. 5:

Part of the Northeast Quarter of Section 10, Township 33 North, Range 7 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found at the Northeast corner of said Northeast Quarter; thence North 88 degrees 36 minutes 15 seconds West (recorded West 00 degrees South), on and along the North line of said Northeast Quarter, a distance of 949.63 feet to an iron pin at the Northeast corner of a certain 9.860 acre tract of land as recorded in Document Number 98-04-0621 in the records of Kosciusko County, Indiana; thence South 00 degrees 10 minutes 59 seconds West, on and along the East line of said 9.860 acre tract of land, a distance of 1003.21 feet to an iron pin at the true Point of Beginning; thence continuing South 00 degrees 10 minutes 59 seconds West, on and along said East line, a distance of 75.0 feet to an iron pin, said iron pin being situated North 00 degrees 10 minutes 59 seconds East, a distance of 75.0 feet from an iron pin found at the Southeast corner of said 9.860 acre tract of land; thence South 88 degrees 37 minutes 05 seconds East, a distance of 135.0 feet to an iron pin; thence North 00 degrees 10 minutes 59 seconds East, a distance of 75.0 feet to an iron pin; thence North 88 degrees 37 minutes 05 seconds West, a distance of 135.0 feet to the true Point of Beginning, said to contain per deed 0.232 acres of land, more or less.

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