

William H. Lutzke and wife, Jean A.

Warranty Deed | 3/13/68 | 5/8/68 | 143 | 256 |

ACCOUNT NO. 100.8337

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

244 TITTABAWASSEE-LIVINGSTON (2733) RECORDED IN DEEDS (2314)

Recorded May 8, 1968 at 10:45 o'clock Lib. 143 of Deeds, Page 256

WARRANTY DEED

143 PAGE 256

This Indenture, made March 13th 1968 BETWEEN

WILLIAM H. LUTZKE and JEAN A. LUTZKE, his wife, of 10200 Dice Road, Saginaw, Michigan,

parties of the first part. and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Four Thousand Six Hundred and no/100

Dollars (\$4,600.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Moffatt County of Arenac and State of Michigan, and described as follows, to-wit:

A parcel of land in the SE 1/4 of the NW 1/4 of Section 8, T20N, R3E, described as follows: To find the place of beginning of this description commence at the W 1/4 post of said section; run thence N 89° 37' 00" E along the East and West 1/4 line of said section 1311.94 feet to the West 1/8 line of said section and the place of beginning of this description; thence continuing N 89° 37' 00" E along said East and West 1/4 line of said section 1114.73 feet to the W'ly line of the New York Central Railroad right of way; thence N 26° 44' 05" W along said W'ly line of said railroad right of way 1468.21 feet to the North 1/8 line of said section; thence S 89° 30' 42" W along said North 1/8 line of said section 418.14 feet; thence S 01° 34' 20" W, 1315.65 feet to the place of beginning.

Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said parcel of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first parties herein, their heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

Also excepting and reserving to first parties for a period of one (1) year from and after the date hereof, the right to repurchase the herein-after described parcel of land at a price of Two Hundred Dollars (\$200) per acre. In the event said right to repurchase shall not be exercised within said one-year period, all right to repurchase shall terminate, and second party shall be free to dispose of said land to other parties. Said land subject to first parties' right to repurchase for said period of one year from and after the date hereof is described as follows:

SEE NOTE #1 FOR PARTIAL SALE OF ABOVE LAND A parcel of land in the SE 1/4 of the NW 1/4 of Section 8, T20N, R3E, described as follows: To find the place of beginning of this description commence at the W 1/4 post of said section; run thence N 89° 37' 00" E along the East and West 1/4 line of said section 1642.13 feet to the place of beginning of this description; continuing thence N 89° 37' 00" E along said East and West 1/4 line of said section 784.54 feet to the W'ly line of the New York Central Railroad right of way; thence N 26° 44' 05" W along said W'ly line of said railroad right of way 1468.21 feet to the North 1/8 line of said section; thence S 89° 30' 42" W along said North 1/8 line of said section 87.93 feet; thence S 01° 34' 20" W, 1316.26 feet to the place of beginning.

A proper certificate was furnished in compliance with section 3957 Compiled Laws of 1897, as amended.

MAPPED AND CHECKER

MICHIGAN STATE ARENAC COUNTY MOFFATT TOWNSHIP SECTION 8 TOWN 20 N RANGE 3 E

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten notes: '23.140 PLAT OR AREA', '-13.17 9.97 acres remaining', and 'Township 1202-D145-6'.



ACCOUNT NO.

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

246  
4A

IBCR 143 PAGE 257

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

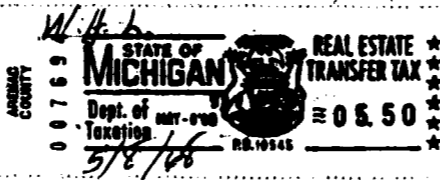
and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.  
In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

*Fred J. Coolbaugh*  
Fred J. Coolbaugh  
*Marjorie S. Coolbaugh*  
Marjorie S. Coolbaugh

*William H. Lutzke*  
William H. Lutzke  
*Jean A. Lutzke*  
Jean A. Lutzke



STATE OF MICHIGAN, ) ss.  
County of Saginaw ) On March 13th, 19 68  
before me, a Notary Public of Kent County, Michigan, acting in Saginaw  
County, personally appeared William H. Lutzke and Jean A. Lutzke

to me known to be the same person s described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed:

My commission expires May 3rd, 19 69  
*Fred J. Coolbaugh*  
Fred J. Coolbaugh, Notary Public,  
Kent County, Michigan.

STATE OF MICHIGAN, ) ss.  
County of ) On 19  
before me, a Notary Public of ) County, Michigan, acting in )  
County, personally appeared )

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.

My commission expires 19  
Notary Public,  
County, Michigan.

PREPARED BY: D. N. ROOD, CONSUMERS POWER CO.  
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

RETURN TO LAND & MIN. DEPT.  
CONSUMERS POWER CO.  
212 MICHIGAN AVE WEST  
JACKSON, MICHIGAN

WARRANTY DEED

*William H. & Jean A. Lutzke*

TO  
Consumers Power Co.

REGISTER'S OFFICE.  
COUNTY OF *Areneac*  
This instrument was presented and received for record this *8th* day of *May*, A. D. 19 *68* at *10:45* o'clock *A.* M. and recorded in Liber *143* of Deeds, on page *256 + 257*, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

*Louise Tompkins*  
Register of Deeds

MAPPED AND CHECKED