

Charles R. Gnaster and wife, Anna V.

Warranty Deed | 2/15/68 | 4/22/68 | 143 | 177 | \$158 2/160

ACCOUNT NO. 110. 2337

MAP

10

TITTABAWASSEE-LIVINGSTON RECORDED IN DEEDS \$1,000.00 LIBER 143 PAGE 177

Recorded April 22 1968 at 3:45 o'clock Liber 143 of Deeds, Page 177

MICHIGAN STATE ARENAC COUNTY MOFFATT TOWNSHIP T 20 N R 3 E SECTION 8 PLAT OR AREA 4.37 a

This Indenture, made February 15th 1968 BETWEEN CHARLES R. GNASTER and ANNA V. GNASTER, his wife, of 12067 Lansdowne Street, Detroit, 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 One thousand and no/100 Dollars (\$1,000.00) 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 strip of land 330 feet wide across the N 1/2 of the NE 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; thence N 01° 34' 20" E, 1973.52 feet to the South line of the N 1/2 of the NE 1/4 of the NW 1/4 of said section and the place of beginning of this description; thence continuing N 01° 34' 20" E, 657.9 feet to the North line of said section; thence N 89° 24' 25" E along said North line of said section 330.24 feet; thence S 01° 34' 20" W, 658.22 feet to the South line of the N 1/2 of the NE 1/4 of the NW 1/4 of said section; thence S 89° 27' 34" W along said South line of the N 1/2 of the NE 1/4 of the NW 1/4 of said section 330.22 feet to the place of beginning, excepting therefrom the New York Central Railroad right of way running in a NW'ly and SE'ly direction across said land. NOTE #1 FOR RELEASE OF R/W FOR INGRESS AND EGRESS Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said strip of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossings 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.

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

Charles R. Gnaster, Anna V. Gnaster, Fred J. Coolbaugh, Frank J. Gnaster

A proper certificate was furnished in compliance with Section 3967 Compiled Laws of 1897, as amended.

STATE OF MICHIGAN,) ss. County of Wayne) On February 15th 1968 before me, a Notary Public of Kent County, Michigan, acting in Wayne County, personally appeared Charles R. Gnaster and Anna V. Gnaster.

to me known to be the same person B 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 1969 Fred J. Coolbaugh Notary Public, Kent County Michigan.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

REAL ESTATE TRANSFER TAX STATE OF MICHIGAN DEPT OF TREASURY

889700

The year on this stamp should be '68

MAPPED AND CHECKED

OTHER DATA AND NOTES

NOTE #1

(By Sale No. 189.861-8;T68-315)Consumers Power Co. granted a release of r/w for ingress and egress across the ld on the caption of this tract as follows:

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>F-16944</u>	Sheet	<u>8</u>	of	
Plan & Profile No.	_____	Sheet		of	Sheets
Survey Map No.	_____	Sheet		of	Sheets

- | | | | |
|---------------------------|--------------------|--|-----|
| 1. Consumers Power Co. | | | |
| 5-14-74 | Rel of R/W | | X-8 |
| 2. Alfred A. Eisch, et al | Ingress and Egress | | |

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____

The easement and right for ingress to and egress from sd above-desc ld, sd easement being desc as follows: Beg at the SW cor of sd above-desc ld runn th S 53° 04' 20" W to a pt on the NE'ly ln of r/w of State Trunk Ln Hwy M-76, as located in Sec. 8, T20N, R3E; th NW'ly alg sd NE'ly ln of sd r/w of sd State Trunk Ln Hwy M-76, 67.19'; th N 53° 04' 20" E to a pt on the W ln of sd above-desc ld N 02° 09' 55" E, 85.04' from the pob of sd esmt; th S 02° 09' 55" W, 85.04' to the pob.