

John Diener & wife, Florence

TITLE DATA

Warranty Deed 6/22/72 8/20/72 689 153

ACCOUNT NO. W.O. # 9052

MAP 3

HAMILTON-QUANICASSIE-THELFORD LIBER 689 PAGE 153

RECORDED IN DEEDS

Recorded at... o'clock... of Deeds, Page... Register of Deeds.

WARRANTY DEED

This Indenture, made 22nd June, 1972 BETWEEN

JOHN DIENER, also known as JOHN DIENER, JR. and FLORENCE DIENER, his wife, of RFD 1, Reese, Michigan,

party of the first part.

and CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan,

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Thirty-four Thousand Eight Hundred and no/100

Dollars (\$34,800.00) 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 Merritt, County of Bay and State of Michigan, and described as follows, to-wit:

18 The West 350 feet of the E 1/2 of the SW 1/4 of Section 36, T13N, R6E.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the East 40 feet of the NW 1/4 of the SW 1/4 of Section 36, T13N, R6E, and also the right to re-enter, from time to time, upon said parcel of land described in this paragraph, to keep said parcel of land described in this paragraph clear of trees and brush.

Excepting and reserving to first party, his heirs or assigns, the easement and right to cross at right angles said parcel of land in an E'ly and W'ly direction 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 party herein, his 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 party, his heirs or assigns, the right to maintain the now existing farm drain tile across said parcel of land and to place and maintain in the future, farm drain tile across said parcel of land in such locations as may be necessary; said future locations and tiling, however, shall be placed so they will not interfere with the use of the land herein conveyed for electric transmission, distribution and/or communication or other public utility purposes. The placing and maintaining of said farm drain tile shall be at the sole expense and risk of first party, his heirs and assigns, except that second party shall be responsible for any damage to said existing or future farm drain tile resulting from its negligence.

MICHIGAN REAL ESTATE TRANSFER TAX 8105 Dept. of 3850 taxation RB.10551

RECORDED

1972 AUG 30 AM 11:10

Registrar of Deeds Bay County, Mich.

MICHIGAN STATE

Bay COUNTY

Merritt TOWNSHIP

MUNICIPALITY

SECTION 36

TOWN T13N

RANGE R6E

21.16 ACRES PLAT OR AREA

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

MAPPED AND CHECKED

Neo

GENERAL ENGINEERING MAP REFERENCES

Map No. F-17574 Sheet 3 of 4
Profile No. Sheet of
Map No. Sheet of

Sheet
62446

8

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract YES
2. Copies of Title YES
3. Title Search
4. Mortgage Release
5. Trust Vouchers
6. Other Documents

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

ACCOUNT NO. _____

MAP 3

INSTR 689 PAGE 154

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

Miss Armelia Diener
Miss Armelia Diener
Martin T. Patterson
Martin T. Patterson

John Diener
John Diener

Florence Diener
Florence Diener

STATE OF MICHIGAN, }
COUNTY OF WAY } ss.

The foregoing instrument was acknowledged before me this 22nd day of June, 1972,
by John Diener and Florence Diener.

My commission expires 5-19- 1975
Martin T. Patterson
Martin T. Patterson, Notary Public,
Kent, Michigan.

STATE OF MICHIGAN, }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

My commission expires _____, 19____
_____, Notary Public,
_____, Michigan.

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

att. *C. B. Blinn*
ATTORNEY TO LAND & E/W DEPT
CONSUMERS POWER CO,
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

TO _____

REGISTER'S OFFICE, _____

County of _____

This instrument was presented and received for record this _____ day of _____, A. D. 19____, at _____, M., and recorded in Liber _____ of Deeds, on page _____, as a proper certificate, was furnished in compliance with Section 1631, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Register of Deeds