

TITLE DATA

CONSUMERS POWER COMPANY

Michael Szeszulaki and Alice Szesuksli, his wife | 13 |
Warranty Deed | 11-13-1957 | 12-26-1957 | 474 | 48 |
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 78-D117-1

MAP 3

ACCOUNT NO.

Karn - U. S. 21 Parcel # 43

WARRANTY DEED - Short Form

No. 1



This Indenture

Made this 13th day of November in the year of our Lord one thousand nine hundred and fifty-seven

BETWEEN Michael Szeszulaki and Alice Szeszulaki, his wife

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, party of the second part.

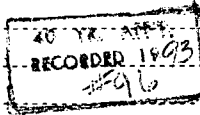
Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and 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 three hundred sixty-three (363) feet of the Northeast quarter (1/4) of the Northwest quarter (1/4) of Section eight (8), Township thirteen (13) North, Range six (6) East.

Said strip of land will be used in the first instance for electric transmission and communication lines; but may be put to such further uses as second party, its successors and assigns, shall at any time so desire. First parties, their heirs and assigns, may continue to use said land for general farming purposes so long as said use shall not be inconsistent with the use of said land by second party, its successors and assigns. The use of said land by first parties shall be at their sole risk and expense and shall continue only until such time as second party, its successors and assigns, shall desire to take exclusive possession.

Excepting and Reserving to the first parties, their heirs and assigns, the right to maintain the now existing farm drain tile across said strip of land and to place and maintain in the future, farm drain tile across said strip 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 parties, their 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.



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 Michael Szeszulaki and Alice Szeszulaki,

part 1st of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part and its successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Nov 1962, Original Cost, and Amount \$9,793.49.



