

(81 137186)

HAWK LAKE APARTMENTS

Detroit Edison

'85 MAY 14 16:33

'84 DEC 18 13:43

Right of Way Agreement

CLERK-REGISTRAR

DEC 12, 1984

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Walled Lake, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

1

Said easements shall be Ten (10) feet in width unless otherwise indicated and their route is described as follows: Underground lines are to be located in accordance with attached drawing No. 07823 which is made a part hereof.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
- 2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
- 3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
- 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses:

Grantors:

Jerome A. Isler
JEROME A. ISLER

Daniel Gill
Daniel Gill

James D. McDonald
JAMES D. McDONALD

Sophie Gill
Sophie Gill, his wife

Prepared By:

James McDonald
The Detroit Edison Company
30400 Telegraph, Room 264
Birmingham, Michigan 48010

Address:

19404 Addison
Southfield, Michigan 48075

15.00

"This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto."

H.00
K.H.

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, ~~572 OAKDE~~ 264 O. D. 14y
BIRMINGHAM, MICHIGAN 48010

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

SS: JEROME A. ISLER

Personally came before me this 12th day of December 1984, the above named Daniel Gill and Sophie Gill, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Jerome A. Isler
JEROME A. ISLER

My Commission Expires: 7-12-86 Notary Public, OAKLAND County, Michigan

①

Lot 26 of Clarence Subdivision as recorded in Liber 25, Page 2, of plats Oakland County Records, part of the southwest 1/4 of Section 23, Town 2 North, Range 8 East.

TAX PARCEL No. 17-23-377-010

25002

RECORDED RIGHT OF WAY NO. 35547

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>JM</i>	<i>12-17-84</i>
INS. DEPT.		
LEGAL DEPT.		
RE & RIV DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		



RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, ~~872~~ OFFICE
 BIRMINGHAM, MICHIGAN 48010

264 O.D. Hy

LAW OFFICES OF
JOSEPHSON & TENNEN
1163 FIRST NATIONAL BUILDING
DETROIT, MICHIGAN 48226

JOEL W. JOSEPHSON
HARVEY F. TENNEN
CARL L. RUBIN

AREA CODE 313
WOODWARD 3-3876

September 26, 1972

Ms. Lorraine S. Cooper
25665 Catalina Drive
Southfield, Michigan 48075

Dear Ms. Cooper:

RE: Land Contract
Sylvia Schneider
and Sophie Gill

In reply to your letter of August 28, 1972, we have in contact with Mr. Gill. We have informed him that it to his best interest to make his interest payment along with the principal semi-annually. To this extent he has agreed. If you would contact Mr. Gill so that you could work out the balances due and owing as of this time, I would appreciate it very much.

Very truly yours,

JOSEPHSON AND TENNEN

Harvey F. Tennen

HFT/sh

cc: David Gill

RECORDED RIGHT OF WAY NO. 35544



FORM OF

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

TO

THE
ALTERNATE TAX AND INSURANCE
PAYMENT METHOD

A choice of methods for payment of taxes and insurance is provided by this contract.

FIRST METHOD—*Direct payment by Purchaser*

If the purchaser is to pay taxes and insurance, the blank space in Paragraph 2 (e) should be left blank.

SECOND METHOD—*Installment Payment to Seller*

If the purchaser is to pay taxes and insurance to the Seller in installments, the estimated monthly installment should be entered on the blank space in Paragraph 2 (e).

Accounting: Such installments should be included with principal payments and deducted from the unpaid principal when paid. When the Seller pays taxes or insurance, the amount paid should be added to the unpaid principal, and a note of the item paid should be made in the margin.

If this Second Method is used, it may be desirable for the Purchaser, at the time of closing, to advance enough money for taxes and insurance, so that said advancement plus installments to become due will be sufficient to cover the first year's taxes and insurance.

CITY OF DETROIT TAXES become a lien on July 15th and are payable from that date to August 31st without penalty. This tax may be paid in two parts, without interest, if one-half is paid on or before August 15th, and the second half paid on or before January 15th. The fiscal tax year is July 1st to June 30th.

WAYNE COUNTY TAXES become a lien on December 1st and are payable from that date to January 15th without penalty. The fiscal tax year is December 1st to November 30th.



TITLE INSURANCE
ABSTRACTS
ESCROWS

DETROIT AREA OFFICES

WAYNE COUNTY	DOWNTOWN	DEARBORN	EAST SIDE	WEST SIDE
350 Congress St., East	751 Griswold St.	23520 Michigan Ave.	10440 Whittier Ave.	19260 Grand River
DETROIT 48226	DETROIT 48226	DEARBORN, MICH. 48128	DETROIT 48224	DETROIT 48219
Phone 964-5000 (Area Code 313)	Phone 964-5000 (Area Code 313)	Phone 562-7017 (Area Code 313)	Phone 527-7323 (Area Code 313)	Phone 863-2800 (Area Code 313)

MICHIGAN REGIONAL OFFICES

CALHOUN COUNTY 15½ Capital Avenue, N.E. BATTLE CREEK, MICHIGAN 49014 Phone 965-2313 (Area Code 616)	CHEBOYGAN COUNTY 318 Main Street CHEBOYGAN, MICHIGAN 49721 Phone 627-7181 (Area Code 616)	CLINTON COUNTY 119 N. Clinton Street ST. JOHNS, MICHIGAN 48879 Phone 224-3294 (Area Code 517)
GENESEE COUNTY 1221 Beath Street FLINT, MICHIGAN 48503 Phone 239-4646 (Area Code 313)	INGHAM COUNTY Suite 5A Southland Complex 633 E. Jolly Road, LANSING, MICH. 48910 Phone 393-8000 (Area Code 517)	JACKSON COUNTY 414 South Jackson Street JACKSON, MICHIGAN 49201 Phone 789-6113 (Area Code 517)
KENT COUNTY One, The Trust Bldg. GRAND RAPIDS, MICHIGAN 49502 Phone 451-2591 (Area Code 616)	LAPEER COUNTY 279 North Court LAPEER, MICHIGAN 48446 Phone 664-8547 (Area Code 313)	LENAWEE COUNTY 118 West Maple Avenue ADRIAN, MICHIGAN 49221 Phone 265-6104 (Area Code 313)
MACOMB COUNTY 118 Cass Avenue MT. CLEMENS, MICHIGAN 48043 Phone 463-8623 (Area Code 313) 8242 12 Mile WARREN, MICHIGAN 48089 Phone 757-1640 (Area Code 313)	MUSKEGON COUNTY 1042 Terrace Street MUSKEGON, MICHIGAN 49443 Phone 772-1121 (Area Code 616)	OAKLAND COUNTY 1550 North Woodward Avenue BIRMINGHAM, MICHIGAN 48011 Phone 647-2100 (Area Code 313) 4626 W. Walton Blvd. DRAYTON PLAINS, MICHIGAN 48020 Phone 334-4906 (Area Code 313)
SAGINAW COUNTY 406 First Savings & Loan Bldg. SAGINAW, MICHIGAN 48607 Phone 755-7704 (Area Code 517)	WASHTENAW COUNTY 116 North Fourth Avenue ANN ARBOR, MICHIGAN 48108 Phone 663-9395 (Area Code 313)	

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS
FORM 1155 11-70 50M



This Contract, Made this 21st day of August, 1971
between SYLVIA SCHNEIDER, SURVIVOR of herself and BEN S. SCHNEIDER,
her dead husband, whose death cert. is recd. in L. 5490, P. 582, O.C.R. hereinafter referred to as the "Seller,"
whose address is 13665 Catalina, Southfield, Michigan
and DANIEL GILL and SOPHIE GILL, his wife

hereinafter referred to as the "Purchaser,"
whose address is 19404 Addison, Southfield, Michigan

Witnesseth:

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Walled Lake
County, Michigan, described as:

lots 17, 21 through 25, 27 and 28, Clarence
Subdivision, as recorded in Liber 15 of
Plate, Page 2, Oakland County Records.

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures,
shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

now on the premises,
and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:
SIX THOUSAND FIVE HUNDRED AND 00/100 (\$ 6,500.00) DOLLARS,
of which the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 (\$ 1,500.00) DOLLARS,
has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of FIVE
THOUSAND AND 00/100 (\$ 5,000.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Seven (7) %

per cent. per annum while the Purchaser is not in default, and at the rate of _____ (%) per cent.
per annum when and as often as the Purchaser is in default. The balance of purchase money and interest shall be paid
in monthly installments of 500.00 (\$ 500.00) DOLLARS

PIVE HUNDRED AND 00/100 beginning FEBRUARY 21, 1971; said payments to be applied
each, or more at Purchaser's option, on the XXXXX Interest paid in addition thereto day of each month.

beginning five years from the date hereof, anything herein to the contrary notwithstanding.

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or
mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's
assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements
and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein
set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omis-
sions of persons other than the Seller or his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or
Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this con-
tract, and issued by the BURTON ABSTRACT AND TITLE COMPANY of Detroit. The Seller shall have the right to retain posses-
sion of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledg-
ing of a reasonable security.

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental
authority.

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches
thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings
now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and
to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para-
graph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not
inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d)
shall be effective.

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____

DOLLARS, which is an estimate of the monthly cost of the taxes,
assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance
due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's
account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any
penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the
principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted
from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and
insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the
Purchaser upon the Seller's demand.

(f) That he has examined a Title Insurance Policy dated July 13, 1971
covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined
the above described premises and is satisfied with the physical condition of any structures thereon.

Parties

Description
of Premises

Terms of
Payment

Seller's
Duty to
Convey

To furnish
Title
Evidence

Purchaser's
Duties

To Pay Taxes
and keep
Premises
Insured

Alternate
Payment
Method

Insert amount,
if advance
monthly
installment
method
of taxes and
insurance is
to be adopted

Acceptance
of Title and
Premises

RECORDED RIGHT OF WAY NO

35547

Maintenance of Premises

(g) To keep and maintain the premises and the buildings thereon in a good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

Mortgage by Seller

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

Notice to Purchaser

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

Additional Clauses

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and received for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

(l) _____

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of:

Henry A. Penner

Sylvia Schneider
SYLVIA SCHNEIDER aka Sylvia Wintfeld

BY: *Lorraine S. Cooper*
LORRAINE S. COOPER, her Atty.
in fact, by Power of Atty.
recorded in L-5509, P. 120, O.C.R.

Edward Auel
Sophie Gil.

RECORDED RIGHT OF MAY NO. 35571

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN } ss.
 COUNTY OF OAKLAND

On this 20th day of AUGUST in the year One Thousand Nine Hundred SEVENTY-ONE

before me, the subscriber, a Notary Public in and for said County, appeared LORRAINE S. COOPER, Attorney in Fact for SYLVIA SCHNEIDER, whose Power of Attorney is recorded in L. 5589, P. 120, Oakland County Records.

to me known to be the person described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be her free act and deed, and who have sworn that they are over 21 years of age.

My commission expires _____

Notary Public,
 County, Michigan

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN } ss.
 COUNTY OF _____

On this _____ day of _____ in the year One Thousand Nine Hundred _____

before me, the subscriber, a Notary Public in and for said County, personally appeared _____

and _____, to me personally known, who being by me duly sworn did say that they are the _____ and _____ of the _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and _____ and _____

acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires _____

Notary Public,
 County, Michigan

Drafted by: Josephson and Tennen

Business address: 1163 First National Bldg. Detroit, Michigan 48226

PAYMENT SCHEDULE

PAYABLE AT _____

Unless notified by Seller in writing to the contrary.

DATE	PRINCIPAL PAYMENTS	BALANCE OF PRINCIPAL	INTEREST PAYMENTS		PAYING INTEREST TO	SIGNATURE
			Rate	%		
		5000				
2/21 72	500	4500	175		2/21 72	<i>[Signature]</i>
Aug 3 72	500	4000	157	50		<i>[Signature]</i>
Feb 73	500	3500	297	50	797.50	check # 4196 Feb 2-73
Aug 73	500	3000	122	50	600.50	check # 4473 Aug 2-73
Feb 74	500	2500	105	00	605.00	check # 4184 Feb 4-74
8-21 74	500	2206	94	74	594.74	
2-21 75	500	1706	77	24	577.24	
		2706				
4-4 74	206	2500	00	00	9.16	check # 4676 April - 1974
8-21 74	500	2000	87	50	567.50	check # 4632 Sep - 6 - 1974
2-21 75	500	1500	70	00	587.50	
April 3 74	206					

Separate payment schedules will be furnished upon request by the BURTON ABSTRACT AND TITLE Co.

RECORDED AND RIGHT OF WAY NO. 355747

Gill, Daniel (David) & Sophie, H/w
 Clarence Sub.
 Lots 17, 21-25 incl. 27 & 28 City of Willard Lake

Lawyers Title Insurance Corporation

5 yr. L.C.

Received Payment on the within Contract as follows:

Payments of \$500 plus int. due semi-annually on Feb. 21 & Aug. 21 of ea year.

DATE	Principal Payments	Balance of Principal	Interest Payments Rate 7%	Paying Interest to	SIGNATURE	AMT. REC'D.	DATE	Principal Payments	Balance of Principal	Interest Payments Rate %	Paying Interest to	SIGNATURE
AUG. 21 71		5000 00										
2-23 72	325 00	4675 00	175 00	2-21-72	JLC	\$500.00						
8-25 72	336 37	4338 63	163 63	8-21-72	JLC	\$500.00						
2-17 73	645 65	3692 98	151 85	2-21-73	JLC	\$797.50						
8-4 73	493 25	3199 73	129 25	8-21-73	JLC	\$622.50						
2-19 74	493 01	2706 72	111 99	2-21-74	JLC	\$605.00						
Exp-8 75	500 ⁵² / ₁₀₀	500	52 52			552 ⁵² / ₁₀₀						

RECORDED RIGHT OF WAY NO. 35544

JOSEPHSON, TENNEN & HARON

ATTORNEYS AT LAW

24800 NORTHWESTERN HIGHWAY, SUITE 408

SOUTHFIELD, MICHIGAN 48075

313 - 355-3344

12/3/84

Detroit Edison Co.
30400 Telegraph Rd., Room 240
Birmingham, Michigan 48010

ATTENTION: MR. JOHN MARTIN

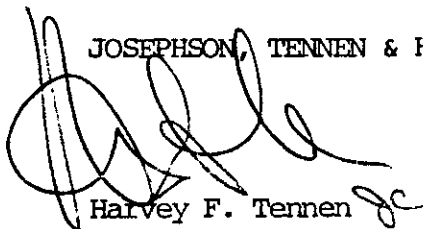
RE: David Gill
Lot 26, Clarence Subdivision
Walled Lake, Michigan

Dear Mr. Martin:

Per your request, enclosed please find copy of deed to Mr. Gill
on the above property, along with copy of Title Commitment.

Yours very truly,

JOSEPHSON, TENNEN & HARON

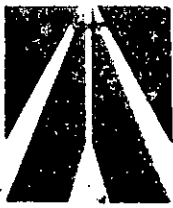


Harvey F. Tennen

HFT: jc
Encl.

RECORDED RIGHT OF WAY NO.

35574



american title insurance company

MIAMI, FLORIDA

THE AMERICAN TITLE INSURANCE COMPANY hereby agrees to issue a policy of title insurance as hereinafter set forth upon receipt of proof satisfactory to it showing compliance with the requirements herein and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exceptions which would otherwise be eliminated by compliance with such requirement. The policy will also contain such further exceptions, if any, as to interests, rights, liens, encumbrances, or taxes, which may arise or be created subsequent to the date hereof and which have not been eliminated to our satisfaction. This commitment is subject to the terms, provisions, conditions and stipulations of the kind of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies with Exceptions will be issued with the standard exceptions set forth on the reverse side hereof.

FORM OF POLICY TO BE ISSUED

OWNER'S POLICY
\$ 6,500.00

A.L.T.A. MORTGAGE POLICY
WITHOUT EXCEPTIONS
\$

MORTGAGE POLICY
WITH EXCEPTIONS
\$

PARTY TO BE INSURED

TO BE NAMED LATER

CITY OF WALLED LAKE

DESCRIPTION OF REAL ESTATE

OAKLAND

County, Michigan

Lots 17, 21, 22, 23, 24, 25, 27 & 28, & all of vacated Granada Street adjacent to the East lot line of Lot 24, and the West lot line of Lots 21, 22, and 23,

CLARENCE SUBDIVISION, as recorded in Liber 25, Page 2, of Plats, Oakland County Records.

vacant

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, AND TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. Owner: DANIEL GILL AND SOPHIE GILL, HIS WIFE as to all lots except Lot 26.

REQUIREMENT: RECORD DEED FROM ABOVE OWNER(S) TO PROPOSED INSURED.

2. Easement for public utilities over vacated portion of Granada Street lying East of the East lot line of Lot 24 and West of the West lot lines of Lots 21, 22, 23, as extended by resolution recorded in Liber 7970, Page 231, Oakland County Records.

REQUIREMENT: NONE. THE ABOVE TO BE SHOWN ON FINAL POLICY.

3. Building and Use Restrictions contained in instrument recorded in Liber 406, Page 48, and in Liber 420, Page 465, Oakland County Records, which are not accompanied by a right of reverter, but omitting any such covenant or restriction based on race, color, religion, or national origin.

REQUIREMENT: NONE. THE ABOVE TO BE SHOWN ON FINAL POLICY.

- 4. TAXES: Sidwell Nos. 17-23-378-001 (Lot 17)
- 17-23-378-005 (Lot 21)
- 17-23-378-006 (Lot 22)
- 17-23-378-007 (Lot 23)
- 17-23-377-012 (Lot 24)
- 17-23-377-011 (Lot 25)
- 17-23-377-009 (Lot 27)
- 17-23-277-008 (Lot 28)
- 12-23-372-010 (Lot 26)

1984 City Tax: Combined \$109.46 PAID all lots except 26.

1984 City Tax Lot 26 \$13.34 PAID.

1983 County Tax: Combined \$238.59 PAID all lots except 26.

1983 County Tax Lot 26, \$27.71 PAID.

CORDED
RIGHT OF WAY NO. 35577

Dated at Michigan,

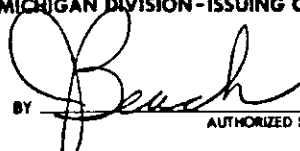
SOUTHFIELD @ 8:00 A.M.
November 21, 1984

This Commitment is valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.

jb/CW

american title insurance company

MICHIGAN DIVISION - ISSUING OFFICE (313) 353-0900

BY  AUTHORIZED SIGNATURE

NOTE: The reverse side hereof is part of this commitment.

6821-652

105122

WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS

WARRANTY DEED

Sylvia Schneider, Victor L. Schneider ^{and} Joyce Schneider, his wife and Lorraine S. Cooper

Address 25665 Catalina Southfield, Michigan 48065

Warranted to Daniel Gill and Sophie Gill, his wife

19404 Addison Southfield, Michigan land in the City of Walled Lake County of Oakland

and State of Michigan, described as Lots 17, 21, 22, 23, 24, 25, 27 and 28.

Clarence Subdivision, City of Walled Lake, Oakland County, Michigan as recorded in Liber 25 Page 2 of Plats, Oakland County Records.

for the sum of Six Thousand Five Hundred Dollars and no cents (\$6500.00)

subject to (1) Building and use restrictions and easements of record as of August 21, 1971

LOTTE TITLE COMPANY

Dated November 26th 1976

SIGNED AND DELIVERED IN PRESENCE OF

Gregory S. Schneider

Jane Giminski

Sylvia Schneider

Victor L. Schneider

Joyce Schneider

Lorraine S. Cooper

STATE OF MICHIGAN

COUNTY OF Oakland

On this 26th day of November 1976 appeared Sylvia Schneider, Victor L. Schneider, Joyce Schneider and Lorraine S. Cooper

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their own

My commission expires December 13, 1978 David Cooper Notary Public Oakland

Instrument Drafted by L. S. Cooper Business Address 25665 Catalina Southfield

REV (Return to) Register of Deeds Office

HERBERT L. KAY ATTORNEY AT LAW SUITE 1430/1717 W. 9 mile Rd. 48065 (When Recorded Return to Grantor)

RECORDED RIGHT OF WAY NO. 135547

MAY 21 1980

7032110A

LIBER 7792 PAGE 213

80 43432

WARRANTY DEED—Statutory Form
CL 1948, 565.151; M.S.A. 26.571

Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That JOHN C. MC LELLAN AND JANET WYNNE MC LELLAN, his wife

whose address is 2145 Oltesvig, Highland, Michigan

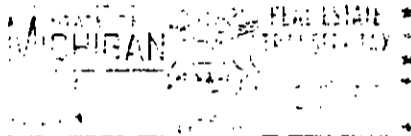
Convey(s) and Warrant(s) to DAVID GILL

whose address is 2404 Addison, Southfield, Michigan 48075

the following described premises situated in the City of Walled Lake
County of Oakland and State of Michigan, to-wit:

Lot 26 of CLARENCE SUBDIVISION, as recorded in Liber 25,
Page 2, of Plats, Oakland County Records.

28/23



for the full consideration of THREE THOUSAND DOLLARS AND 00/100 (\$3,000.00)

subject to Building and Use Restrictions and Easements of record, if any.

Dated this 19th day of May 19 80

Witnesses:

Signed and Sealed:

Betty J. Schram
BETTY J. SCHRAM
Rosamund H. Intihar
ROSAMUND H. INTIHAR

John C. Mc Lellan
JOHN C. MC LELLAN
Janet Wynne Mc Lellan
JANET WYNNE MC LELLAN

STATE OF MICHIGAN }
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 19th day of May 1980
by John C. Mc Lellan and Janet Wynne Mc Lellan, his wife

My commission expires

October 5, 1981

Betty J. Schram
Betty J. Schram
Notary Public Oakland County, Michigan

Type name of Grantor

Instrument G. Raymond Janisse

Business Address 2390 S. Commerce Rd, Walled Lake

Drafted by G. Raymond Janisse
OAKLAND COUNTY TREASURER'S CERTIFICATE
COUNTY TREASURER'S CERTIFICATE
INDIVIDUALS BEARING THE WITHIN DESCRIPTION AND
ALL TAXES on same are paid for two year
previously to the date of this instrument, it
appears by the records in this office except
as stated

City Treasurer's Certificate

10803

Recording Fee 3.00
State Transfer Tax 3.30

When recorded return to Grantee
Send subsequent tax bills to

ES C R O W S 517-23-327-010

RECORDED RIGHT OF WAY NO. 35547
TITLE INSURANCE ESCROWS

To (Supervisor, RE & R/W) JAMES ROBERTSON	For RE & R/W Dept. Use	Date Received ¹²⁻⁵⁻⁸⁴ 11-20-84	DE/Bulk/C.P. No. 2021
Division OAKLAND R/W	Date	Application No. Φ 7823	

We have included the following necessary material and information:

Material:

- A. Proposed Subdivision
 1. copy of complete final proposed plat - All pages
 or
 B. Other than proposed subdivision (condo. apts mobile home park - other)
 1. Property description.
 2. Site plan.
 3. Title information (deed, title commitment, contract with title commitment, or title search).

PF #H2449

J.L. Φ 1003

OE-84-30J

Note: Do not submit application for URD easements until all above material has been acquired:

Information

1. Project Name HAWK LAKE APARTMENTS	County OAKLAND
City/Township/Village WALLED LAKE	Section No. 23

Type of Development <input type="checkbox"/> Proposed Subdivision <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Apartment Complex <input type="checkbox"/> Mobile Home Park <input type="checkbox"/> Condominium <input type="checkbox"/> Other
--

2. Name of Owner DAVID GILL	Phone No. 624-5999
---------------------------------------	------------------------------

Address 1505 OAKSHADE DR. (OFFICE) WALLED LAKE
--

Owner's Representative	Phone No.
------------------------	-----------

Date Service is Wanted 12-3-84 (BLDG. IS UP & WAITING FOR SERV.)
--

4. Entire Project will be developed at one time.....	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
--	---	-----------------------------

5. Joint easements required — Michigan Bell Telephone	SHIRLEY LESSL 540-0201	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
— Consumers Power	NOT GOING JOINT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

a. Name of Other Utilities if Not Michigan Bell Telephone or Consumers Power NONE

b. Other Utility Engineer Names MBT SHIRLEY LESSL	Phone Numbers 540-0201 EXT. 25
---	--

Addresses

6. Additional information or Comments

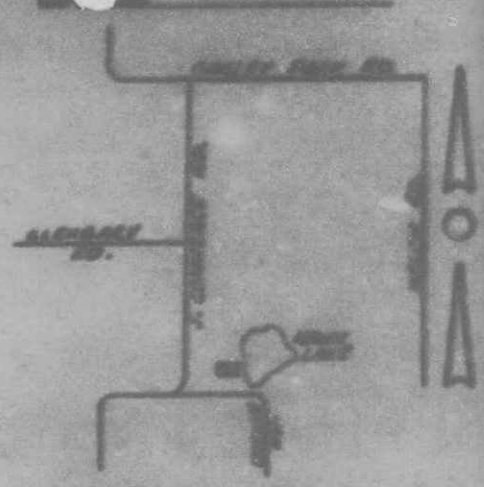
RECORDED RIGHT OF WAY NO. 35574

Note: Trenching letter attached will be submitted later

Service Planner JOHNNIE MARTIN	Signed (Service Planning Supervisor) X John M. Bachler
Phone No. 645-4108	Address 30400 TELEGRAPH RM. 240



LOCATION SECTION



TRANSFORMER SPEC. 2-7-261

FEDERAL SPEC. _____

NO. OF FEEDERS 1

NO. OF TERNARY CABLE SYSTEMS _____

TERNARY CABLE NUMBER SPEC. _____

SECONDARY CONNECTION SPEC. _____

TRANSFORMER DATA

UDT. NO.	SIZE	ED. STL. NO.
H2445-1	100 KYA	

— CODE —

- TEMPORARY SECONDARY FEDERAL TERNARY CABLE SYSTEM
- OFF DEAD FRONT TYPE
- ▣ SET OVER EXPOSING—LIVE FRONT TYPE
- ◇ SET EXPOSING—LIVE FRONT TYPE
- ▽ DIRECTION OF TRANSFORMER CABLE OPENING
- SECONDARY FEDERAL
- SECONDARY CONNECTION SPEC.
- CABLE POLE
- PRIMARY SWITCH CABINET
- BUNDLED PRIMARY CABLE—ALL VOLTAGES
- BUNDLED SECONDARY CABLE
- BUNDLED SECONDARY SERVICE CABLE
- DETENT BENCH TRENCH ONLY
- TELEPHONE TRENCH ONLY
- OTHER
- PROPOSED CONDUIT
- 2P CONN CABINET

CABLE SUMMARY

TYPE 1	1000' x 1 1/2" Ø	70000' - 156'
TYPE 2	4000' x 1 1/2" Ø	70000' - 47'
TYPE 3	4000' x 1 1/2" Ø	70000' -

TRENCH SUMMARY

JOINT USE ----- 40' 50"

DL ONLY _____

TL ONLY _____

ED ONLY _____

OTHER _____

TOTAL ----- 40' 50"

SEE SPEC. _____

— GENERAL NOTES —

TRENCHING TO BE DONE BY D.E. CO.

TRENCH AND CABLE LAYOUTS ARE APPROXIMATE.

SEE SECTION 40 OF THE CONSTRUCTION SPECIFICATIONS FOR TRENCH AND CABLE LAYOUTS.

SEE SECTION 40 OF THE CONSTRUCTION SPECIFICATIONS FOR PLACEMENT OF CABLES.

TRANSFORMERS AND FEEDERS TO BE INSTALLED.

D.E. SERVICE PLANNER: JOHNIE MARTIN - 442-4100

TEL. CO.: SHIRLEY LESLIE - 442-0700

DATE: _____

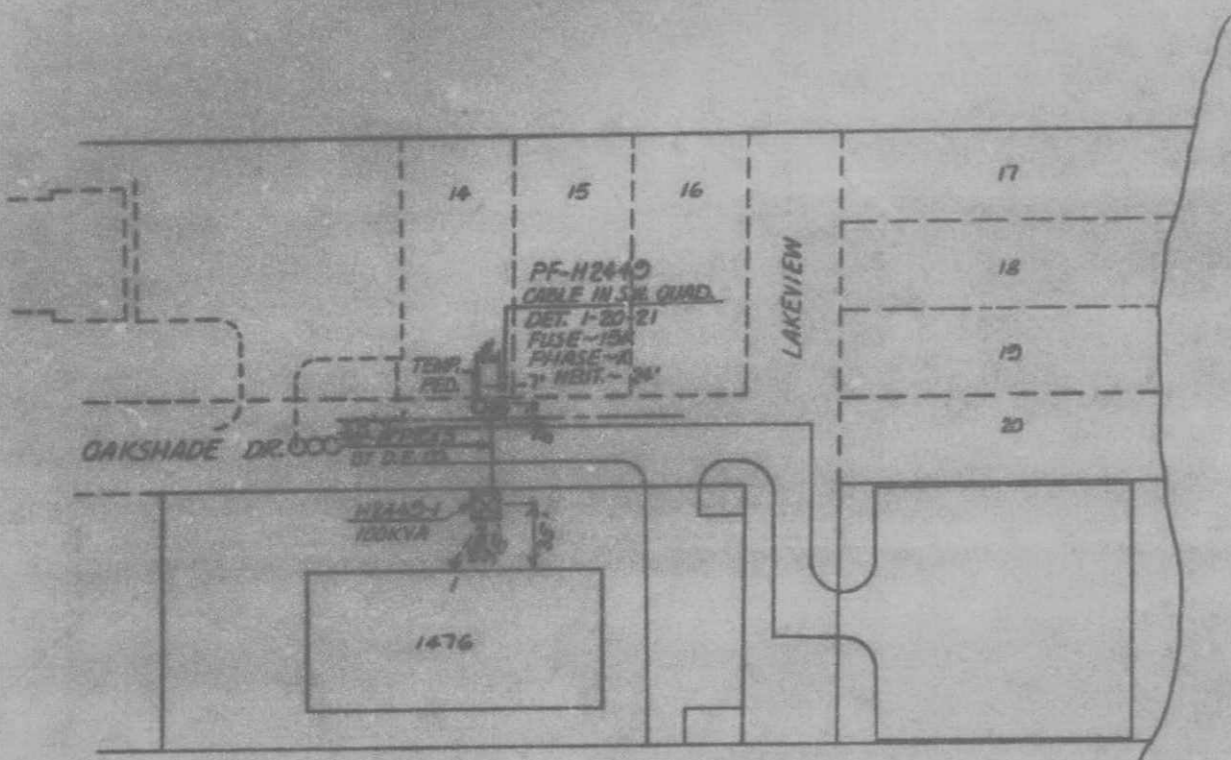
OTHER: _____

CONTACT "MAY DAY" 400-4000 BEFORE WORKING AND OBSERVE ALL REGULATIONS INDICATED BY OUR CONTRACTING AND IN OTHER CALLED CONTRACTS.

PERMITS REQUIRED

CITY: WALLED LAKE

DATE: 2-4-85



HAWK LAKE

RECORDED RIGHT OF WAY

R35547

PP 233

NOTE: AS INSTALLED

V.O.T. 367 24 J 505

S.O.L. 4-6-85

START: 2-4-85

FINISH: 2-4-85

LABOR: D.E.C.

INSURANCE: L. STEPHENS

TOL. & H.W.'S. _____

SUPERVISOR: _____

PERMIT NO. & DATE: _____

CONTRACT NO.: 400 3600

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 264 OAKD
BIRMINGHAM, MICHIGAN 48010

START DATE-2-4-85

C			B			A			REFERENCE			JOB			CITY OF WALLED LAKE			
DESIGNED BY	JOHN STORK	12-27-84	CHECKED BY	JOHN MARTIN	1-27-85	APPROVED BY	JOHN M. MARTIN	2-4-85	PROJECT NO.	400 3600	DATE	2-4-85	PROJECT NAME	HAWK LAKE APARTMENTS	ED. ST. NO.	15	SECTION	23
DESIGNED BY			CHECKED BY			APPROVED BY			PROJECT NO.		DATE		PROJECT NAME		ED. ST. NO.		SECTION	
DESIGNED BY			CHECKED BY			APPROVED BY			PROJECT NO.		DATE		PROJECT NAME		ED. ST. NO.		SECTION	

RECORDED RIGHT OF WAY NO. 35547

35547

LIBER 8963 PAGE 540

LIBER 8982 PAGE 137/13

LIBER 8982 PAGE 138

LIBER 8963 PAGE 541

EASEMENT LOCATIONS

Easements are located where the following symbols are shown. All easements are single width, even where more than one symbol is shown.

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- Gas
- Proposed Conduit

CABLE IN SW QUAD
PF # H 2449
FUSE 15K
X PHASE

1-232-386

NI

RECORDED RIGHT OF WAY NO. 35549

OAK SHADE DR. 40' W.D. R/W

G.V. WELL

H-2449-1
100KVA

250.00 R.

1 STORY
HSE.
#1492
F/R
95.93

111.50' R.

111.50' R.

127'

NOTICE

Locations of underground facilities on this drawing are only approximations. These locations must be confirmed by the utility companies. For example, telephone MISS DIS on the ground. Any excavation for power or laying of cables must be done in accordance with Public Act 53 of 1906.

250.00' R.

- LEGEND**
- FOREIGN POLE
 - EXIST. D.E. CO. POLE
 - PROPOSED POLE
 - EXIST. ANCHOR
 - PROPOSED ANCHOR
 - TREE
 - 120/240 V LINE
 - 4800 V LINE
 - 13,200 V LINE
 - 40,000 V LINE

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP.	COUNTY	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
COMMERCE OAKLAND	E. 12 SW. 14, 23		
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
1-229-386	72N	28E	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME	TEL. ENGR. & DIST.		R/W NO.
HAWK LAKE APTS. SHIRLEY LESSL			07523
CIRCUIT	O.F.W. S.O. (R.P.E. NO.)		PROJ. OR PART NO.
DC 8006 COMBK 13.2 KV			
REASON	BUDGET ITEM NO.		DATE
SERVE NEW APTS BLDG. 1476 OAKSHADE			
PLANNER	SCALE		
JOHNNIE MARTIN	1" = 50'		

LOCATION OF DISPOSITION
DURING THE APPROXIMATE
PERIOD OF DISPOSITION
MUST BE RETURNED TO
RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 CAKDB
BIRMINGHAM, MICHIGAN 48010

264 0.0.74
COMMERCIAL BANK