87 111128

LIBER 9483 PAGE 578

86110814

Detroit Edison

Right of Way Agreement

_	-		
11.		1 1	10
LIBER 995	59 PAGE 626	July	<i>22</i> , 19 <u>86</u>
For valuable consideration, the receipt of who convey to CONSUMERS POWER COMPANY Michigan, THE DETROIT EDISON COMPANY, of the States of Michigan and New York, of 200 BELL TELEPHONE COMPANY, a Michigan of hereinafter referred to as "UTILITIES", the easy underground facilities consisting of wires, cable nances including the necessary above ground a time to time be required for transmitting and disfacilities with the usual services connections and the City of Madison Height described on the attached Appendix "A"; with the the purposes of this grant, and the further right easements herein described.	f, a Michigan corporate a corporation organize to Second Avenue, Decorporation, of 444 Michigan to erest, conduits, fixtures, pequipment, connection stributing electricity, per diaccessories in under \$\frac{0akland}{2}\$ and the UTILITI to trim, cut down or ot	ation of 212 Michigal and existing concurted and existing concurted, Michigan 48226 chigan Avenue, Detroit, lay, maintain, recoiping, venting, gas fis, poles and accessoroviding communicat, upon; over and acro County, Michigan, a ES of ingress and egrapherwise control brush	in Avenue, Jackson, crently under the laws and the MICHIGAN roit, Michigan 48226 construct and replace acilities and appurted in services and gas as the land located in and more particularly essupon said land for and trees within the
described as follows: The exact location recorded 90 days after construction.		will be shown on	a drawing to be
In order to provide for the proper maintenal agree that:	nce and protection of t	JTILITIES, the under	signed covenant and
 The easements will be graded to within for and this ground elevation must be maintained a around above ground UTILITIES equipment. 	ur (4) inches of final gra after installation of utili	ade before the UTILIT ties to avoid the pool	IES lines are installed ling of water in, on or
2. No buildings or structures other than UTI granted. No excavation is to be permitted within	n said easement with	out approval of UTIL	IIIES.
3. If the lines or facilities of UTILITIES' are contractors, repairs shall be made by the Utility care defined as those persons owning the land	company so damaged a	it the cost and expens	agents, employes or Best of Owners. Owners
4. No shrubs or foliage shall be planted o switching cabinet enclosures. UTILITIES shall no plant life planted in front of said door or within the of their equipment.	ot be responsible to Ov	vners for damages to	or removal or tees or o
THIS GRANT is declared to be binding up parties hereto.	oon the heirs, success	sors, lessees, license	s and assigns of the 5
IN WITNESS WHEREOF, the undersigned	d have hereunto set th	neir hand and seal or	this date:
Witnesses:	Grantors:	Mawya Masri, A	
PAUL 6. NICOSIA. MAY Ann ZAURANULA		Tanga Ma	
MARY ANN ZAWJERYCHA		B#92 REG/DEEL 0001 JUN.16'87 8435 MISC	
Prepared By: Stuart Chipman The Detroit Edison Compa 30400 Telegraph Road, #2 Birmingham, MI 48010		33112 Ione Sterling Height	ts, MI 48077
This easement is re-recorded for purpo	oses of showing th		

centerlines of easements granted as shown on drawing attached hereto.

DE 963-4188 11-79CS (DE-CP-MBTURD)

LIBER 9959 PAGE 627

State of Michigan) SS. County of Oakland)

(LIBER 9483 PAGE 579

On this 22nd day of July	, A.D. 1986, before me, the
undersigned, a notary public an and for s	aid county, personally appeared MAWYA
MASRI, A Married Woman known to me to be	the person who executed the foregoing
instrument, and acknowledged the same to	be her free act and deed.
	1
My Commission Expires:	Mary Ann Zaliter Kas
	Natural Park I and All
	Notary Public Alle Mary Ann Zawierucha
	Notary Public, Oakland County, MI
Witnesses:	Grantors: My Commission Expires Oct. 19, 1988
	In the second second
(Kell 6. Nessa	Merrill R Spancer
Maria	O
1/ Wy unn zuwilluche	Judith A. Spencer, His Wife
MARY/ANY ZAMIERUCHA	oudith A. Spencer, his wire
	217 Jeffrey
	Royal Oak, MI
	Royal Oak, MI
	RIGHT
State of Michigan) _{SS} . County of Oakland)	7 OF
4	
On this 22nd day of July	, A.D. 1986, before me, the
// //	aid county, personally appeared MERRILL R.
SPENCER AND JUDITH A. SPENCER, His Wife ki	• • • • • • • • • • • • • • • • • • • •
the foregoing instrument, and acknowledged	1
	196 July 196
My Commission Expires:	Mary ann Zawetrucke
	Notary Public Mellingenity, Michigan
	MARY ANN ZAWIERUCHA
	Notary Public, Oakland County, Mi My Commission Expires Oct. 19, 1988
	A American Exhites Acr 17 1888
	•

LIBER 9959 PAGE 628

(IBER 9483 PAGE 580

APPENDIX "A"

Parcel 1 - Part of the northwest 1/4 of Section 12, beginning at a point on the north line of Section 12, T1N., R11E., said point being 417.40 feet north 89°57' east of the northwest corner of said section; thence North 89°57' East along the North line of said section 131.20 feet; thence South and parallel to the West line of said section 663.20 feet; thence South 89°54'08" West 131.20 feet; thence North 663.72 feet to the place of beginning, excepting therefrom the North 43 feet as deeded to the Board of County Road Commissioners Oakland County by Deed recorded in Liber 5954, page 213. Tax #25-12-101-051.

R.D.

Parcel 2 - Part of the West 1/2 of the Northwest 1/4 of Section 12, T1N., R11E., City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant North 89°57'00" East 679.80 feet from the Northwest corner of said section 12; thence North 89°57'00" East 131.20 feet; thence South 663.36 feet; thence South 89°54'00" West 262.40 feet; thence North 200.00 feet; thence North 89°54'08" East 131.20 feet; thence North 463.48 feet to the point of beginning. Tax #25-12-101-053.

MECORDED RIGHT OF MAY NO.



July 1, 1986

Abe Masri 16375 Woodward Detroit, MI 48203

Gentlemen:

RE: ___Masri Manor Apartments and Townhouses

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010. Attn: Stuart R. Chipman, Room 264.

Sincerely,

Stuart R. Chipman, Representative Real Estate, Rights of Way & Claims

SRC: 1hp Enclosures

Detroit Edison

Application for U.R.D. Easements

DE 963-5145 9-73CS (RR 11)

To (Supervisor, RE & R/W)	For	RE & R/W Dept. Use	L-23-F6	OE/Bell/CP. No.	- 22
DAKLAND	Date	-20-86	Application No		
We have included the following necessary material and informat Material: A. Proposed Subdivision 1 copy of complete final proposed plat - All pages	tion:		<u> </u>		
B. Other than proposed subdivision (condo., apts. mobile home — other) 1. Property description 2. Site plan. 3. title information (deed, title commitment, contract with title commitment, or title search). Note: Do not submit application for URD easements until all abortications.					
material has been acquired.					
MASKI MANOR APTS. 4-	TOWN	Houses	County	AND	
MADISON HEIGHTS			Section No.	4 SEC 1	2
Type of Development Proposed Subdivision Subdivision Mobile Hon			☐ Condominium ☐ Other		
ABE MASRI			Phone No 868	-5252	
Owner's Propresentative	DE	TROIT	MI 48	3203	
Date Service is Wanted					
4. Entire Project will be developed at one time				Yes	No
5. Joint easements required — Michigan Bell Telephone — Consumers Power				Yes Yes	□ No
Name of Other Utilities II Not Mit higan Bell Telephone or Consumers Power			•		
Other Unity Engineer Names			Phone Numbers		RICORDED
280, 284, 286 13	MILE	RDE			
i. Additional Information or Comments					RIGHT
					9
					H XVA
		نى			i
Note: Trenching letter attached will be submitted lat		ed (Sarvice Planping Syp	ervisor)		
D. OTZMAN	argne	10 (out of Limited and	Bau	-	1
Phone No 645 - 4157 Address					,

STATUTORY FORM

KNOWALL MEN BY THESE PRESENTS: That Dominic Tringali, Trustee Under The Dominic Tringali Trust dated August 6, 1979
whose address is 60651 Mound Road, Washington, Michigan 48094

City of Madison Heights, a Municipal Corporation

whose street number and postoffice address is 300 West Thirteen Mile Road, Madison Heights

City of Madison Heights the following described premises situated in the County of and State of Michigan, to-wit:

The north 60 feet of the following described parcel:

City of Madison Heights beginning at a point of the north line Part of the northwest 1/4 of section of section 12, town I north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes east of the northwest corner of said section; thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.60 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north

663.72 feet to the place of beginning. 25-12-101-051 NW14

YOUR REAL ESTATE TRANSPERS SAFE BY USING BURTON TITLE INSUBANCE (RECORDED) together with all and singular the tenements, hereditaments and appurtenances thereunto belonging the sum of One Dollar Dated this 1474 19 86 . March day of Signed in the presence of: Signed by:
Dominic Tringali, Trustee Under the Dominic Tringali Trust dated August 6, 1979 Dominic Tringali

STATE OF MICHIGAN COUNTY OF Oakland

March The foregoing instrument was acknowledged before me this

19 86 by By Dominic Tringali, Trustee Under the Dominic Tringali Trust dated August 6, 1979.

MAGDALENE R. RASMUSSEN Notary Public, Wayne Çgunty, MI My Commission Expires Nov. 29, 1987 My Commission expires

Notary Public, County, Michigan Acting in Oakland

When Recorded Return To: Grantee

City Clerk's Office 300 W. 13 Mile Madison Hgts MI 48071 Send Subsequent Tax Bills To: Grantee

Drafted by: Michael A. Hanna Business Address

Q

Tax Parcel # Ca: Cily Rosesson MB-14 C. New Director

450 S. Main Street Clawson, MI 48017 Recording Fee Revenue Stamps

jurton abstract and title company has operated continuously since 1866



Commitment No. 63-239123

Escrow No. 25802

· .

ESCROW AGREEMENT

Deposited with you herewith is A Warranty Deed for Parcel #1

For your services as herein specified, you are to receive the sum of

to be held by you in escrow for delivery under the following terms and conditions:
The escrow agent shall release the warranty deed to the purchaser upon receipt of proof that all payments have been made. Proof of payment shall be in the form of a letter from seller, or by seller's failure to respond to the escrow agent within fifteen (15) days of written notice from the purchaser of intention to request release of above deed.

Said notice to be sent to seller by certified mail, return receipt request to sellers last current address. (See reverse side for addresses)

The purchaser is authorized to deduct the applicable state transfer tax required for the recording of said deed from the last payment.

Should deed remain in escrow due to non-payment after May 20, 1989 you are authorized to return the same to the seller upon his written demand.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understand that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

Tifty and 00/100 (\$50.00)

To be paid when escrow agreement submitted for acceptance

Dated: March 7, 1986

In the presence of Merrill R. Spencer Vendor Merrill R. Spencer Vendor Judith A. Spencer Vendor Multiple B. Hanne Judith A. Spencer Vendor Mawya Masri Vendee

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

ST. PAULETITLE INSURANCE CORPORATION:

Authorized Signature

EB-1:12/76 46-006-023 (Rev. 11-79)

Affiliate of THE ST. PAUL COMPANIES WE



Commitment No. 63-239123

Escrow No. 25802-A

ESCROW AGREEMENT

Deposited with you herewith is A Warranty Deed for parcel #2

to be held by you in escrow for delivery under the following terms and conditions:

The escrow agent shall release the warranty deed to the purchaser upon receipt of proof that all payments have been made. Proof of payment shall be in the form of a letter from seller, or by seller's failure to respond to the escrow agent within fifteen (15) days of written notice from the purchaser of intention to request release of above deed.

Said notice to be sent to seller by certified mail, return receipt request to sellers last current address. (See reverse side for addresses)

The purchaser is authorized to deduct the applicable state transfer tax required for the recording of said deed from the last payment.

Should deed remain in escrow due to non-payment after May 20, 1989 you are authorized to return the same to the seller upon his written demand.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

For your services as herein specified, you are to receive the sum of

Fifty and 00/100 (\$50.00)		Dolla
to be paid when escrow agreement submitte	ed for acceptance.	·
Dated: MARCh 13, 1986		
In the presence of	Maniel Same	Vendor
Micirael A, Hanna	Judith A. Spencer	Vendor
Esan Hanane.	Maywa Masri	Vendee

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

FIRST AMERICAN TODA INCUSAR ECOMPANY OF MODERAPINA 1939 V. ORGANIE P. 13 OX 1989 TROM, MORE 4949

ST PAUL TITLE INSURANCE CORPORATION

Authorized Signature

EB-1:12/76 46-006-023 (Rev. 11-79)

	d Enti		
		LIBER	932
	ntract, Made this Merrill R. Spo		
	_{sis} 217 Jeffr ya Masri, a ma		
whose addres	s is . 33112. Ione.	. Sterling	Hts.

First American Title Insurance Company
Mid-America

BURTON ABSTRAC	OR BIVID TO	111RF
54 9		ATTO
3 -		

hereinafter referred to as the "Seller."

now on the premises.

LIBER DECEMBER OF STREET	PARCEL	# one

This Contract, Made this	7th		March		, ₁₉ <u>8</u> 6
between Merrill R. Si	encer & Jud	dith A. Spencer,	his wife		

... hereinafter referred to as the "Purchaser," lichigan

Michigan 4807.7........ 3EC 08

Witnesseth: 1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of . Madison Heights.

Oakland County, Michigan, described as.

City of Madison Heights Parcel 1 Part of the northwest 1/4 of sec 12 beginning at a point on the north line of section 12, town 1 north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes east of the northwest corner of said section thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.20 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north 663.72 feet to the place of beginning, excepting therefrom the north 43 feet as deeded to the Board of County Road Commissioners Oakland

County by Deed recorded in Liber 5954, page 213. * 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 Vacant

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:

Ninety Thousand Dollars and no/100 (\$ 90,000.00....) DOLLARS. of which the sum of Twenty, Five Thousand Dollars and no/loo (\$ 25,000.00) DOLLARS. has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of

(\$ 65,000,00) DOLLARS. Sixty Five Thousand Dollars and no/100 is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of ten per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of

One Thousand Two Hundred Dollars and no/100 (\$ 1200.00. .) DOLLARS each, or more at Purchaser's option, on the day of each month,

April 7 , 19 86 ; said payments to be applied first upon interest and the balance on principal, PROVIDED, the entire purchase money and interest shall be fully paid within

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 omissions of persons other than the Seller or his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Gollar's option, either a Policy of Title Insurance insuring Purchaser of Abstract of Title, the effective date of the policy or cortification date of Abstract to be approximately the date of this contract, and issued by the First American Title Insurance Company of Mid-America, If the address of side is an Abstract of Title during the life of this contract and upon demand; shall lend it to Purchaser upon 13.00

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest theron 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 governg

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

It the amount of the estim**ated mo**nthly cost of Taxes. Assessments and Insurance is inserted in the following Pa<u>m</u>graph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted 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 Purchaser. To pay separately DOLLARS, which is an estimate of the monthly coal of the taxes, assessments and insurance is not in default under the terms of this contract, the Seller shall say for the Purchaser's account, the taxes, and suite principal balance of this contract. The taxes are monthly payment, under this paragraph 2(d) above when due and before any penalty attaches, and suite principal balance of this contract. The taxes we monthly payment, under this paragraph, may be adjusted from time to time so that the amount receives the form of the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on defining the total sum required annually for taxes, assessments and insurance. This demand. demand.

timent shall be made on defined by the private and any state of the private and the private an covering the above described to the above described premises and is with *Tax Item No 2 25-12-101-051

of Premise

fice fice MA BETTER INVIDUAL BEST TAYES OF TAYES

Terms of

Seller's Duty to Convey

To turnish Title Evidence

Purchaser's

To Pay Taxes and keep Premises

Alternate Payment Method

insert amount. if advance monthly installment method of taxes and to be adopted

Acceptance of Tule and

47-040-023

Maintenance

Mortgage by Seller

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

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

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 principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); 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. If 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 refuse to accept such registered mail neterioristic 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 first maturing hereon, with interest at the rate provided in Paragraph 1 (b) 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

Assignment by Purchaser

Possession

Right to Fortest

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Acceleration Ciause

Notice to

Additional Clauses

- (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 land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in Paragraph 1 (b) hereof.
- (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.
- (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 a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
- (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 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, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within time. that time
- (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.
- (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.
 - (i) Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to 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 first class 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 receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

	Φ.		566	ac	tacn	ea a	aaa	enai	m.		 					 		,				.2	
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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 plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successor of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written. $\mathcal{O}_{\mathcal{O}}$

Signed in the presence of:

Merrill R. Spencer
Judith A. Spencer

Mari Mawyo Mawya Masri

Purchaser

Saller Seller U

Use this Acknowledg-	STATE OF MIR)	5 5.			• '		JACCA38J) PACE U.S.							
ment Form* for	COUNTY OF.	Oakland ^{\$}		,			•									
Individuels	The foregoing instrument was acknowledged before me this day ofMarch															
,	19.86 by	Merrill	R. Spe	ncer and	Jug	lith A. S	pend	cer, and Ma	wya Masri							
						Ba	J,	ara s	Belancer	ر						
I						Barbar	a E.	Belanger	Notary Public, land County, Michiga	nā						
	My Commissio	on expires	July	, 29			, 19	, <u>.8</u> 7	Tand County, Michiga	,,						
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ADDENDUM TO: LAND CONTRACT

LIBER 9320 PAGE 515

Sellers: Merrill R. Spencer and Judith A. Spencer

Purchaser: Maywa Masri

Property: Parcel #1

This Addendum is incorporated in and made a part of the Land Contract dated March 7, 1986.

- 1. On the third anniversay date of this Land Contract, Purchaser shall pay a principal payment to Seller in the amount of \$4500.00.
- 2. Simultaneously with the execution of this Land Contract Seller and Purchaser have executed a Land Contract for an adjacent parcel of property described as:

City of Madison Heights

Parcel 2

Part of the west 1/2 of the northwest 1/4 of section 12, town 1 north, range 11 east, City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant north 89 degrees 57 minutes 00 seconds east 679.80 feet from the northwest corner of said section 12; thence north 89 degrees 57 minutes 00 seconds east 131.20 feet; thence south 663.36 feet; thence south 89 degrees 54 minutes 00 seconds west 262.40 feet; thence north 200.00 feet; thence north 89 degrees 54 minutes 08 seconds east 131.20 feet; thence north 463.48 feet to the point of beginning Tax Item No. 25-12-101-053

It is agreed that the land contracts are interdependent, and a default in either shall be a default of the other.

3. Sellers shall escrow a warranty deed to the subject property with First American Title Insurance Company for release to Seller upon full payment of all principal and interest due under this land contract. The release of the Warranty Deed to Purchaser for Parcel 1 is contingent upon full payment of all principal and interest due for the land contract for parcel 2 as per item #2 above.

RECORDED RIGHT OF WAY NO.

WHEREFORE the parties have read, understood and agreed to be bound to to the land contract and this addendum thereto.

In the presence of:

SAM HAMANE

Mustar D. Manns.

Dated: Mark 13, 48%

Sellers:

Merrill R. Spencer

Judith a. Spencer

Purchaser:

Moranda Misson

Maywa Masti

First American Title Insurance Company of Mid-America

now on the premises.

BURTON ABSTRACT DIVISION

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

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Description

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> Terms of Payment 007634

Seller s Duty to Convey

To turnish Evidence

Purchaser's Duties

To Pay Taxes and keep Premises Insured

Payment Method

Insert amount. il advance monthly installment of taxes and insurance is to be adopted

of Title and

Acceptance

47-040-023

•	EIBER 3020 F	AUE OTTO	PARCEL	#700
This Contract, Made this				
between Merrill R. Spencer	& Judith A. Spenc	er, his wife		-
217 7-66		here	einafter referred i	s the "Seller,"
whose address is 217 Jeffrey, R and Mawya Masri	char hak' Wichila	·		
		hereinaf	iter referred to as	્રામ the Purchaser,'
whose address is 33112 Ione, S	terling Hts., MI	48077	28	<u>, 3</u>
Witnesseth: 1. THE SELLER AGREES AS FOLLOWS	XVIJAO K.Y. cartecurea (K.		10:	3
(a) To sell and convey to the Purchaser		Madison Heights	<u> </u>	g
. Oakland Coun	ty, Michigan, described as			
City of Madison Heights				
w		~ ^		

Parcel 2
Part of the west 1/2 of the northwest 1/4 of section 12, town 1 north, range 11 east, City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant north 89 degrees 57 minutes 00 seconds east 679.80 feet from the northwest corner of said section 12; thence north 89 degrees 57 minutes 00 seconds east 131.20 feet; thence south 663.36 feet; thence south 89 degrees 54 minutes 00 seconds west 262.40 feet; thence north 200.00 feet; thence north 89 degrees 54 minutes 08 seconds east 131.20 feet; thence north 463.48 feet to the point of beginning

Tax Item No. 1625-12-101-053 together with all tenembrits, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and Vacant

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: One Hundred Thousand Dollars and no/100

(\$ 100,000.00) DOLLARS, of which the sum of ... Thirty Five Thousand Dollars and no/100 (\$.35,000.00) DOLLARS.

has heretolore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Sixty Five Thousand Dollars and no.100

(\$ 65,000.00) DOLLARS, is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of Ten (10 %)

One Thousand Six Hundred Dollars (\$ 1600.00 ...) DOLLARS

each, or more at Purchaser's option, on the day of each month, , 19 86.; said payments to be applied April 7 beginning first upon interest and the balance on principal, PROVIDED, the entire purchase money and interest shall be fully paid within

. 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 omissions of persons other than

the Seller or his assigns. (d) To deliver to the Purchaser as evidence of title, as the Sallar's aption, either a Policy of Title Insurance insuring Purchaser or Abstract of Title, the effective date of the policy or continuous data of the policy or continuous data of the approximately the date of this contract, and issued by the First American Title Insurance Company of Mid-America. If the evidence of title is an Abstract of Title during the life of this contract and upon contract, and is an abstract of Title during the life of this contract and upon contract and the life of this contract. the pletiging 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 theron 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 government authority.

(d) To pay all taxes and asessments hereafter levied on said premises before any provided and submit receipts to Seller upon request, as evidence of payment thereof; also at all and a submit receipts to Seller upon request, as evidence of payment thereof; also at all and 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 Paragraph 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 Purchaser DOLLARS, which is an estimate of the monthly 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 or the Purchaser's account, the taxes. If the Purchaser is not in default under the terms of this contract, the Seller shall pay or the Purchaser's account, the taxes. If the Purchaser is not in default under the terms of this contract, the Seller shall pay or the Purchaser's account, the taxes. If the Purchaser upon demand is a small paying the principal balance of this contract. the Purchaser upon demand. The amounts so paid shall be added to the second to the sec principal balance of this contra to time so that the amount recei adjustment shall be made on defrien demand.

February 10, 1086 (f) That he has examined (1) That he has examined to premise 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.

19320 page 509

Sr. *Maintenance

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof, reasonable wear and tear excepted, 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.

THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Mortgage by

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; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); 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 mortgage 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 foreg

on Saller's

(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 first maturing hereon, with interest at the rate provided in Paragraph 1 (b) 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

(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 as set forth in Paragraph 1 (b) hereof.

Assignment by Purchases (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 a 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

1

(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, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time. that time

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.
- (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.
 - (i) Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to 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 first class 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 receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Additional
Clauses

Notice to Purchase:

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The pronouns and relative words herein used are written in the masculine and singular only. If more than one jum 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 Wilness Whereof, the parties hereto have executed this contract in duplicate the day and year first above fitten.

Signed in the presence of:

errill R. Spenger Little (Liteach udith A. Spencer Selle Selle

J KWAME

Mawya Masi Purchaser Use this Acknowledgment Form for Lodividuals

Use this Acknowledgment Form for Corporations STATE OF MICHIGAN
COUNTY OF Oakland

LIBER 9320 PAGE 510

					Masri
My Commission	expires July 2	9	Barbara	E. Belanger OAKL	Notary Public, A N D County, Michigan
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			of		orate Name)
	. , 8		ate of Incorporation	corporati	ion, on behalf of the corporation
					Notary Public County, Michigan
My Commission	expires			19	
Drafted by: M	ichael A. Han	ma	usiness address	450 S. Main Clawson, MI	
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ADDENDUM TO LAND CONTRACT

Sellers: Merrill R. Spencer and Judith A. Spencer

LIBER 9320 PAGE 511

Purchaser: Maywa Masri Property: Parcel #2

This Addendum is incorporated in and made a part of the land contract dated March 7, 1986.

- On the third anniversary date of this land contract, Purchaser shall pay a principal payment to Seller in the amount of \$5500.00.
- Simultaneously with the execution of this land contract, Seller and Purchaser have executed a land contract for an adjacent parcel of property described as:

City of Madison Heights Parcel 1

Part of the northwest 1/4 of section 12, beginning at a point on the north line of section 12, town 1 north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes cast of the northwest corner of said section thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.20 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north 663.72 feet to the place of beginning, excepting therefrom the north 43 feet as deeded to the Board of County Road Commissioners Oakland County by Deed recorded in liber 5954, page 213.

It is agreed that the land contracts are interdependent, and a default in either shall be a default of the other.

3. Sellers shall escrow a warranty deed to the subject property with First American Title Insurance Company for release to Seller upon full payment of all principal and interest due under this land contact. The release of the warranty deed to purchaser for parcel 2 is contingent upon full payment of all principal and interest due for the land contract for parcel 1 as per item #2 above.

In the presence of:

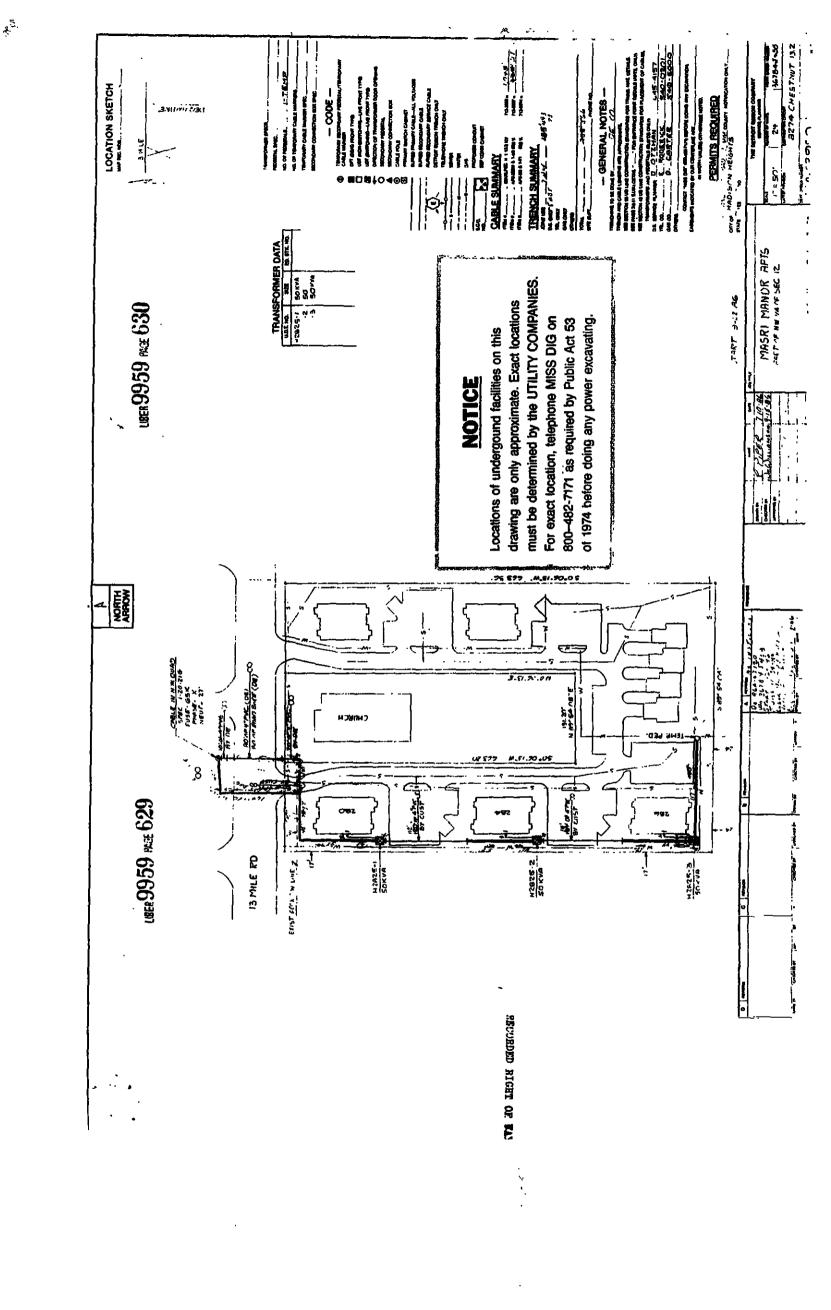
Scillers:

Purchaser:

MEMORANDUM ORDER POR GENERAL USE SE FORM US 77 12-53	TO DAVE C	TZMAN DATE 7-28-86 TIME
RE:	Underground Service - >	MATRI MANOR APTS
	Agreement and Easements	obtained - OK to proceed with construction.
COPIES TO:		signed Stu Cham
REPORT		, Stu Chipman, Aepresentative Real Estate, R/W & Claims
		264 Oakland Division Headquarters
. :	'	
DATE RETURNED	TIME	SIGNED

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