

Derbield Twp. Sev. 30 LIBER 0 934 PABE 0 020

OVERHEAD EASEMENT (RIGHT OF WAY) NO. 17269/2

On <u>yea</u>, 1995, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Kim Sutherby and Sherri Sutherby, husband and wife, 4732 Fifth St., Columbiaville, MI 48421 Paradize Properties, by Robert A. Faba, Jr., 700 S. Main St., Suite 119, Lapeer, MI 48446

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Deerfield Township, Lapeer County, Michigan described as:

Part of the West 1/2 of the Southeast 1/4 of Section 30, T9N-R10E, described as beginning at a point on the North-South 1/4 line that is North 00°04'07" West 991.49 feet from the South 1/4 corner of said Section 30; thence continuing North 00°04'07" West 331.50 feet; thence North 89°28'15" East 1331.83 feet; thence along the centerline of Skelton Road, South 331.50 feet; thence South 89°28'15" West 1331.43 feet to the point of beginning.

The "Right of Way Area" is a part of Grantor's Land and is described as:

A 12' wide easement as shown on Exhibit "A", which is attached hereto and made a part hereof.

- 1. Purpose The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
- 2. Access Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
- 4. Trees, Bushes, Branches or Roots Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
- 5. Restoration If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
- 6. Successors This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

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REGISTER OF BEEDS LAPEER COUNTY, MICHIGAN ש ברובה בו מולה שם ----

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Witnesses: (type or print name below signature)	Grantor: (type or print name below signature)
Laura J. Ring	Sherri Sutherby & His WIFE
Betty J. DeAN	Robert A Tabo for Paradize Properties
Acknowledged before me in Supers by Kim Sutherby and Sherri Sutherby, husband and wi	County, Michigan, on Wec 4th, 1995 ife.
LAURA J. RING Notary's Standary Public - LAPEER COUNTY, MI Notary's Signature MY COMMISSION EXPIRES 04/01/00	Laura J. Ring
Acknowledged before me in	County, Michigan, on Dec 4 4t, 1995
Notary Public, Lapeer County, Mi My Commission Expires Jan. 9, 1999 Notary's Stamp	Betty J. Deans
	pri

Prepared by and Return to: Betty J. Dean, 1075 Suncrest Drive, Lapeer, MI 48446/jmm

. 1995

Parties

This Contract, made this

SEPTEMBER

between PARADIZE PROPERTIES

hereinafter referred to as "Seller", whose address is 700 S. MAIN ST., SUITE 119, LAPEER, MICHIGAN 48446

and KIH SUTHERBY AND SHERRI SUTHERBY. HUSBAND AND WIFE.

hereinafter referred to as "Purchaser", whose address is 4732 FIFTH ST., COLUMBIAVILLE, MICHIGAN 48421

Milnenneth:

1. Beller Agrees:

(a) To sell and convey to Purchaser land in the TOWNSHIP LAPEER . County of

οſ DEERFIELD

. Michigan, described as:

Description of Land

> PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWN 9 NORTH, RANGE 10 EAST, DEERFIELD TOWNSHIP, LAPEER COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH SOUTH QUARTER LINE THAT IS NORTH O DEGREES 4 MINUTES 7 SECONDS WEST 991.49 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30; THENCE CONTINUING NORTH O DEGREES 4 MINUTES 7 SECONDS WEST 331.50 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 15 SECONDS EAST 1331.83 FEET; THENCE ALONG THE CENTERLINE OF SKELTON ROAD, SOUTH 331.50 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 15 SECONDS WEST 1331.43 FEET TO THE POINT OF BEGINNING.

> > , hereinafter referred to as "the

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

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

36,000.00

SIX THOUSAND AND NO/100-) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby (\$ 6,000.00 acknowledged, and the additional sum of

Terms of Payment

> per cent per annum while Purchaser is not in default, and at the rate of ELEVEN(11%) per cent sate of ELEVEN (11%) per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of THREE HUNDRED FIFTY AND NO/100-----) dollars each, or more at Purchaser's option, on the 15TH day of each month, beginning cs 350.00 OCTOBER 15. , 1995; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within FIVE (5) years from the date hereof, anything herein to the

contrary notwithstanding

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all office encumbrances, except such as may be firefin set forth or shall have account or attached since the date hereof through the acts or unissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a pursuant thereto insuring Purchaser or abstract of title covering the land, furnished by LAWYERS TITLE INSURANCE CORPORATION. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

Furnishing Evidence of Title

Seller's

Duty to Convey

2. Unrehnner Antern:

Purchaser's Duties

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

Maintenance of Premises

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

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

(d) To keep and maintain the land and the buildings in as 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 Seller's security, without the written consent of Seller.

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

To Pay Taxes and Keep . Pramises Insured

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Alternate Payment Method

Insert amount if advance monthly Installment method of tax and insurance payment is to be adopted

Acceptance of Title and **Premises**

Mortgage by Seller

Encumbrances on Seller's

Non-payment of Taxes or Insurance

Disposition of Insurance **Proceeds**

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

If an amou presenting estimated monthly costs of taxes, special assessme d insurance is inserted in Paragraph 2 (f). then the meth vayment of these items therein indicated shall be adopted. If. n amount is not inserted, then Paragraph 2 (f) shall be u, effect and the method of payment provided in Paragraph 2 (e) shall apply.

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of

(\$) dottars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to 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, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Called's demand. be paid by Purchaser upon Seller's demand.

evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. Beller und Purchager Aufmally Agree:

- (a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser by certified their promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser's shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.
- (b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at \$1.00 % per annum on payments so made. If proceedings are commerced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase moncy lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter 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 inaturine hereon. When the amount owine hereon is reduced to that owing upon such contract or mortgage or purchase the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.
- (c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 11,00 per annum. This provision shall be effective only if Paragraph 2 (e) applies.
- (d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.
- (e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mall to Seller and receipt therefor obtained. 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 or acceptance thereon
- (f) That Purchaser shall have the right to possession of the land 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. If the land is vacant or unimproved, 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.
- (g) That should Purchaser fall to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid incremeder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.
- (h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.
 - (i) That time shall be deemed to be of the essence of this contract.
- (f) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.
 - SEE LAND CONTRACT ADDENDUM

	•		
Dower Rights	If the wife of Seller has dower rights in the land, she agrees, by joining deed to be given in fulfillment hereof.	In the execution of this contract, to	join in executing the
Capacity of Parties	Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.		
Interpretation of Contract	The pronouns and relative words herein used are written in the masculi the execution hereof as Selier or Purchaser, or either party be of the feminine in plural, feminine or neuter, respectively. The covenants herein shall bind respective parties.	sex of a corporation, such words shall	De read as n written
Signatures	Signed, scaled and delivered by the parties in duplicate the day and yes	ar first above written.	
	IN PRESENCE OF:		
		PARADIZE PROPERTIES	(L.S.)
		BY: RUBERT A. FABA, JR	(L.S.)
			(L.S.)
·		KIM SUTHERBY	(5.0.)
			(L.S.)
		SHERRI SUTHERBY	
Individual Acknowl- edgement	STATE OF MICHIGAN COUNTY OF LAPEER		
	The foregoing instrument was acknowledged before me this 15TH by PARADIZE PROPERTIES, BY ROBERT A. FABA, JR.	day of SEPTEM KIM SUTHERBY SHER	BER 19 95 RI SUTHERBY
·	My commission expires		
		Notary Public LAPEER	County, Michigan
Corporate Acknowl- edgement	STATE OF MICHIGAN COUNTY OF	•	
	The foregoing instrument was acknowledged before me this (1) by	day of	. 19
	(2) (3) of		
	(4) a	Corporation on behalf of	the said corporation.
•	My commission expires		
		Notmy Public	County, Michigan
	My commission expires Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of the commission o	•	

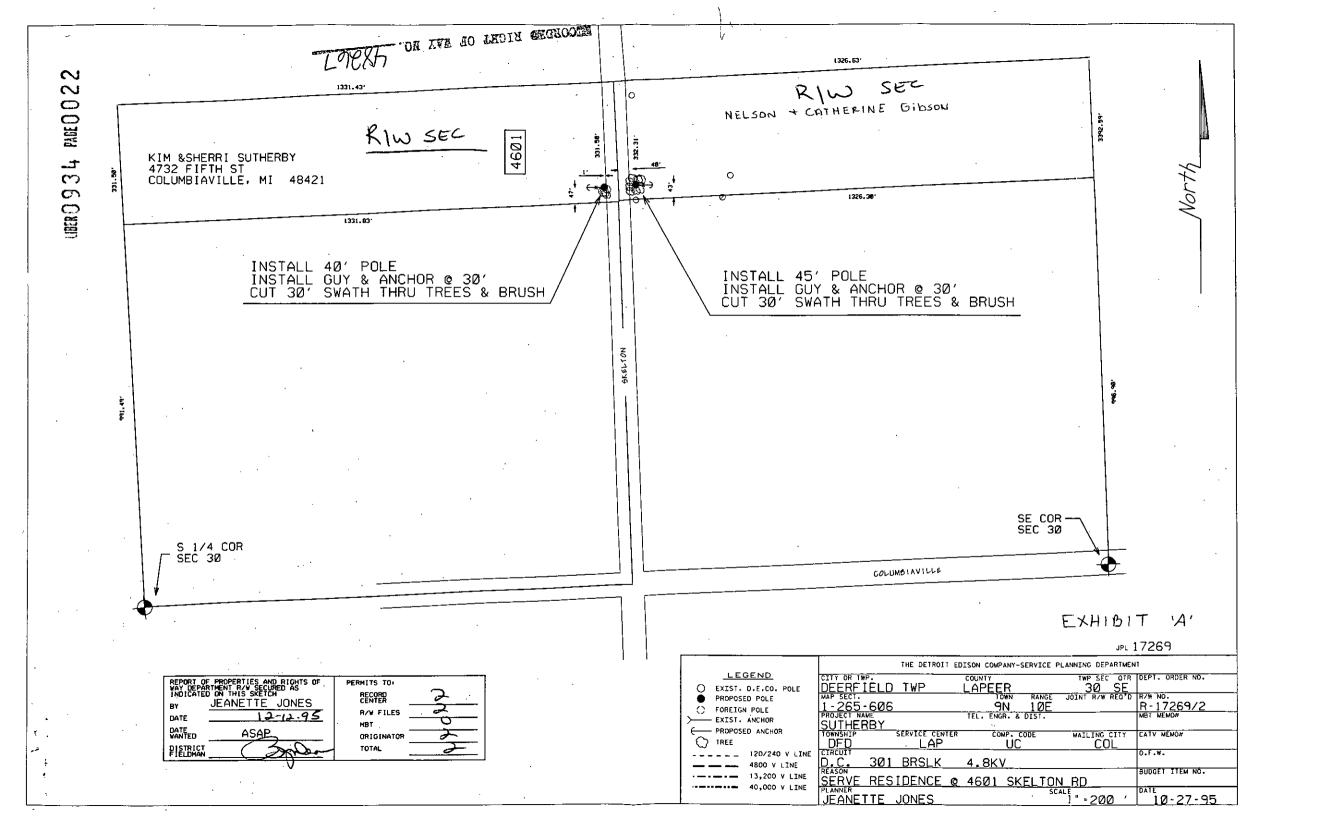
Instrument Drafted by:

THOMAS K. BUTTERFIELD

Notary Public

Business 303 W. NEPESSING ST. Address: LAPEER. MI. 48446

County, Michigan



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