

13

TITLE DATA

167205

CONSUMERS POWER COMPANY 16

Ailene Zolman, Widow

TRACT 249-DX85-1*

Warranty Deed 2/25/52 3/31/52 1144 424

ACCOUNT NO. 100.110-340.000

MAP 15-74

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

RECORDED IN DEEDS

Parcel No. 27

Recorded at... of Deeds, Page...

WARRANTY DEED - 891 (PHOTO COPY FORM)

Register of Deeds.

This Indenture, made this 25th day of February 19 52 BETWEEN Ailene Zolman, widow and over twenty-one years of age

Consumers Power Company, a corporation duly authorized to do business in Michigan and having its principal office at 212 West Michigan Avenue, Jackson, Michigan

Witnesseth. That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do as by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors heirs and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Tuscarora County of Cheboygan and State of Michigan, and described as follows, to-wit:

Lot Number five (5) of Block "D" Indian Riverside Resort, being a subdivision of a part of Government Lot Number two (2) and a part of Government Lot Number one (1) of Section nineteen (19), Township thirty-five (35) North, Range two (2) West, according to the recorded plat thereof as recorded in Liber 3 of Plats on Page 12.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors heirs and assigns, FOREVER. And the said Ailene Zolman party of the first part, for her heirs, executors and administrators, do as covenant, grant, bargain and agree to and with the said party of the second part its successors heirs and assigns, that at the time of the sealing and delivery of these presents she is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that she will, and her heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Ailene Zolman (Ailene Zolman) (L. S.)

Harry L. Bacon (Harry L. Bacon) (L. S.)

OFFICE OF Treasurer of Cheboygan County Cheboygan, Mich. 3/31/1952

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on the same paid for the years previous to the date of instrument, as appears by the records.

Indiana STATE OF ALABAMA

On this 25th day of February 19 52 before me, Rhea Stanley, notary public in and for said County, personally appeared Ailene Zolman, widow and over twenty-one years of age

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed. My commission expires January 1, 19 55

Rhea Stanley (Rhea Stanley) Notary Public, Indiana Dekalb County, Michigan

SEE NOTE #1 FOR SALE OF ABOVE LAND, EXCEPTING MINERAL RIGHTS, REVERTER RIGHTS & BASEMENT RIGHTS FOR DOCUMENTARY STAMPS

SEE FOOT NOTES ON OTHER SIDE.

Michigan Cheboygan Tuscarora STATE COUNTY TOWNSHIP 19 T 35 N R2W MUNICIPALITY INDIAN RIVERSIDE RESORT SECTION TOWN RANGE PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost, Land Sold, and various taxes.

22 57

18

32

MAPPED AND CHECKED

1

GENERAL ENGINEERING MAP REFERENCES			
Line Map No. <u>15047</u>	Sheet 6	of 8	Sheets
Plan & Profile No. <u>P-15047A</u>	Sheet 7	of 15	Sheets
Survey Map No. <u>H-S-15316-B</u>	Sheet	of	Sheets

NOTE #1

(By Sale No. 147.802) Consumers Power Company conveyed the land on the caption of this of this tract, excepting mineral rights, reverter rights and easement rights for transmission lines as follows:

- | | | |
|----------------------------|-----------------|-------|
| 1. Consumers Power Company | | |
| 8-23-60 | Quit-Claim Deed | WX-1* |
| 2. State of Michigan | | FX-1* |

Forever, the following described pieces or parcels of land to be used for limited access highway purposes, said land being situated in the Township of Tuscarora, County of Cheboygan, and State of Michigan:

Lots 3, 4 & 5 of Blk "D" of Indian Riverside Resort, being a subdivision of a part of Government Lot 2 & a part of Government Lot 1 of Sec 19, T35N, R2W, according to the recorded plat thereof as recorded in Liber 3 of Plats on Page 12, Cheboygan County Records.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract yes
2. Opinions of Title yes
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers - yes
6. Other Document - Death Certificate - Lester L. Zolman

Excepting & Reserving to the party of the 1st part, its successors & assigns, Forever, the easement & right to erect & maintain 1 or more transmission and/or telephone lines as now or hereafter constructed, consisting of poles & anchors (provided sd poles & anchors are set in such locations as not to interfere with the traveled portion of sd hwy), wires, cables, conduits & other fixtures and appurtenances for the purpose of transmitting & distributing electricity and/or conducting a communication business on, over, along, under & across the premises herein conveyed, including all public hwy upon or adj to sd pcls of ld.

The rte to be taken by sd lines, consisting of poles, anchors, wires, cables & conduits, on, over, alg, under & across sd ld, being more specifically desc as follows:

In an E'ly & W'ly direction, & also in a NE'ly & SW'ly direction on, over, alg, under & across sd ld, on lines as now or hereafter located & constructed.

The sd party of the 1st party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon the ld herein conveyed, which may interfere or threaten to interfere with the sd electric and/or telephone lines of 1st party.

It is understood that no trees or shrubs shall at any time be planted or otherwise grown upon the pcls of ld hereby conveyed within 50 ft on either side of the sd electric and/or telephone lines of sd party of the 1st part as now or hereafter constructed, & no buildings or other structures shall be erected thereon.

It is further understood that nonuse or a limited use of this easement by party of the 1st party shall not prevent party of the 1st part from later making use of the easement to the full extent herein reserved.

Also Saving, Excepting & Reserving to 1st party, its successors & assigns, Forever, all minerals, coal, oil & gas lying & being within or under the ld hereby conveyed, with full & free liberty & power to the sd 1st party, & to its successors & assigns, lessees, agents & workmen & all other persons by its or their authority or permission whether already given or hereafter to be given at any time, & from time to time to take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable & taking away the said minerals, coal, oil & gas & other minerals & for storing & re-storing oil, gas & other minerals under sd ld & taking & retaking the same, together with the right to lay pipelines under sd premises from the wells, mines or shafts sunk upon adj

(continued)

TITLE HISTORY

1. Ailene Zolman, Widow
Date 2/25/52 Rec. 3/31/52 L. 144 P. 424 Warranty Deed
2. Consumers Power Company

NOTE #1 (continued)

lds for the purpose of removing the oil, gas or other minerals from the above-desc premises or storing & re-storing oil, gas or other minerals under sd above-desc ld & retaking the same; it being understood & agreed that 1st party, in removing the oil, gas or other minerals from the said above-desc premises or storing & re-storing oil, gas or other minerals under sd ld & retaking the same, shall make no use whatsoever of the surface of the ld herein conveyed, for the purposes set forth in this paragraph.

It is understood & agreed that in the event the sd ld herein conveyed shall cease to be used for hwy purposes by party of the 2nd part, its successors or assigns, for a period of 1 year after sd ld has been 1st used for such purposes, then & in that event, all right, title & interest hereby conveyed shall terminate & revert to & vest in sd 1st party, its successors & assigns.