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Rose M. Smith

TITLE DATA

167205

CONSUMERS POWER COMPANY 16

TRACT 251-DX85-3\*

WARRANTY DEED 1 4/3/52 1 5/12/52 1 144 1 487 1  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
 U 540104

MAP 15-74

Parcel No. 28  
 RECORDED IN DEEDS  
 WARRANTY DEED - SHORT - 891  
 (PHOTO COPY FORM) DOWN (CAT. NO. 8 & CO. KALAMAZOO, MICH.)

This Indenture, made this 3rd day of April 19 52  
 BETWEEN Rose M. Smith  
 and Consumers Power Company, a corporation authorized to do business in Michigan, with 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 es by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, all those certain piece s or parcel s of land situate and being in the Township of Tuscarora County of Cheboygan and State of Michigan, and described as follows, to-wit:

Lots three (3) and four (4) of Block "D" of Indian Riverside Resort, being a subdivision of Lot two (2) and a part of Lot 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 Page 12, Cheboygan County Records.

OFFICE OF  
 Treasurer of Cheboygan County Cheboygan, Mich.  
 I hereby certify that there are no Tax Liens or Tolls held by the State or any individual against the within description, and all Taxes on same are paid for the years previous to the date of instrument, as appears by the records in my office.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, FOREVER. And the said Rose M. Smith party of the first part, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part its successors and assigns, that at the time of the enrolling 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  
 James F. Miller (Notary Public)  
 Alice L. Smith (Witness)  
 Rose M. Smith (Grantor)

STATE OF MICHIGAN, ss. On this 3rd day of April 19 52  
 COUNTY OF Cheboygan before me, a Notary Public  
 in and for said County, personally appeared Rose M. Smith  
 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 June 7 19 53  
 James F. Miller  
 Notary Public,  
 Cheboygan County, Michigan.

NOTARY STAMPS  
 SEE FOOT NOTES ON OTHER SIDE  
 SEE NOTE #1 FOR SALE OF ABOVE LAND, EXCEPTING MINERAL RIGHTS, REVERTER RIGHTS & EASEMENT RIGHTS

Michigan Cheboygan Tuscarora  
 STATE COUNTY TOWNSHIP  
 19 T 35 N R 2 W  
 MUNICIPALITY SECTION TOWN RANGE  
 INDIAN RIVERSIDE RESORT  
 PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1952	200	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	\$ 657 77		\$ 657 77
Feb. 1961	551	Land Sold (See Note # 1)		\$ (525 77)	132 00
Feb. 1961	551	Cost assigned to Elec. Dist. Esmt, exc. and res. in sale, trfd, See Tract FX-3*		( 50 00)	82 00
Feb. 1961	551	Cost assigned to Min & Rev Rts, exc. and res. in sale, trfd, see Tract WX-3*		( 2 00)	80 00

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MAILED AND CHECKED

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NOTE #1

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

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

- |                            |                 |       |
|----------------------------|-----------------|-------|
| 1. Consumers Power Company | Quit-Claim Deed | WX-3* |
| 8-23-60                    |                 |       |
| 2. State of Michigan       |                 | FX-3* |

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 \_\_\_\_\_

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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, alg, under & across the premises herein conveyed, including all public highways upon or adj to sd pcls of land.

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 part 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 party 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 & 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 lands 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

## TITLE SEARCH

1. Rose M. Smith  
Date 4/3/52 Rec. 5/12/52 L. 144 P. 481 Warranty Deed
2. Consumers Power Company

(continued)

NOTE #1 (continued)

other minerals from the sd 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.

MAPPED  
AND  
CHECKED