

133

TITLE DATA  
Charles M. French and wife, Cressy M.  
NAME OF GRANTOR  
Warranty Deed | 3/21/52 | 8/18/52 | 144 | 639 |  
KIND OF INSTRUMENT | DATE OF INST | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 100.110-340.000

TRACT  
MAP 16-96 & 16

RECORDED IN DEEDS

Recorded at \_\_\_\_\_ o'clock  
Liber \_\_\_\_\_ of Deeds, Page \_\_\_\_\_  
Register of Deeds.

WARRANTY DEED - Form 891  
(Printed Copy Form)

This Indenture, made this twenty-first day of March 19 fifty-two  
BETWEEN  
Charles M. French and Cressy M. French, his wife,  
of the first part,  
and Consumers Power Company, a corporation authorized to do business in Michigan, having  
its principal office therein at 212 West Michigan Avenue, Jackson, Michigan,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable considerations  
to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do  
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 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:

A parcel of land in the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of  
Section twenty-four (24), and the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4)  
of Section twenty-five (25), Township thirty-five (35) North, Range three (3) West,  
more specifically described as beginning at the intersection of the Westerly line of the  
New York Central Railroad right of way and the Southerly line of the plat of F. E. Martin's  
2nd Addition to the Village of Indian River, running thence Southerly along the Westerly  
line of said New York Central Railroad right of way to a point approximately two hundred  
(200) feet South of the North line of said Section twenty-five (25), thence Westerly  
(measured at right angles to said railroad right of way) fifty (50) feet, thence Northerly  
parallel with said railroad right of way and fifty (50) feet distant therefrom to a point  
on the Southerly side of the plat of F. E. Martin's 2nd Addition, thence Easterly along  
the Southerly line of said F. E. Martin's 2nd Addition to the place of beginning.

Together with all and singular the hereditaments and appurtenances therunto 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 Charles M. French and Cressy M. French parties  
of the first part, for themselves, their heirs, executors and administrators, do 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 executing and delivery of these presents they are well seized of the above described premises in fee  
simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors, and administrators shall warrant and defend the  
same against all lawful claims whatsoever.

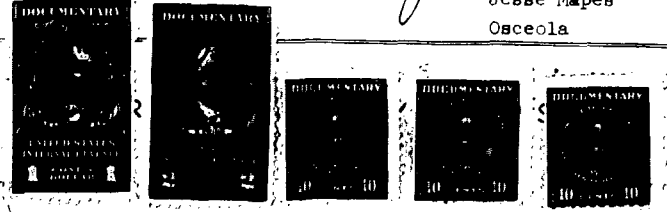
In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day  
and year first above written.

Signed, Sealed and Delivered in Presence of  
Jesse Mapes  
Myrtle Mapes  
Charles M. French  
Cressy M. French

SEE NOTE #1 FOR SALE OF PART OF ABOVE LAND, EXCEPTING MINERAL  
RIGHT, REVERTER RIGHTS AND EASEMENT RIGHTS

STATE OF MICHIGAN, )  
COUNTY OF Cheboygan ) ss. On this 21st day of March 19 52  
before me, a Notary Public of Osceola County, acting in  
and for said County, personally appeared Charles M. French and Cressy M. French

to me known to be the same persons described in and who executed the within instrument, who each  
acknowledged the same to be their free act and deed.  
My commission expires April 15 1955  
Jesse Mapes  
Osceola County, Michigan.



DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1952	200	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	2,921.93		2,921.93
Apr. 1961	551	Land Sold (See Note # 1)		668.50	2,253.43
Apr. 1961	551	Cost assigned to Min. and Rev. Rts, exc. and res. in sale, trfd. See Tract WX-1		( 2.00)	2,251.43

MAPPED AND CHECKED

NOTE #1

(By Sale No. 147.887) Consumers Power Company conveyed a part of the land on the caption of this tract, excepting mineral rights, reverter rights and easement rights for transmission line as follows:

GENERAL ENGINEERING MAP REFERENCES			
Line Map No. <u>15047</u>	Sheet 6	of 8	Sheets
Plan & Profile No. <u>P15047 A</u>	Sheet 7	of 15	Sheets
Survey Map No. <u>H3-15316A</u>	Sheet	of	Sheets

1. Consumers Power Company  
9-28-60 Quit-Claim Deed WX-1
2. State of Michigan

FOREVER, all that certain piece or parcel of land situate in the Township of Tuscarora, County of Cheboygan and State of Michigan, known and described as follows:

All that part of the following desc Pcl "A" which lies S'ly of a line: To find the place of beg of sd line, comm at the NE cor of Sec 25, T35N, R3W; run th S 53'38" E 595.38 ft th N 68°40'33" W 90.9 ft, th N 37°15'23" W 768.03 ft to the place of beg of sd line, run th S 52°44'34" W 200 ft to a pt of ending.

Pcl "A" - A pcl of ld in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec 24 & the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec 25, T35N, R3W, more specifically desc as beg at the intersection of the W'ly line of the NYC RR r/w & the S'ly line of the Plat of F.E. Martin's 2nd Addition to the Vlg of Indian River; run th S'ly alg the W'ly line of sd NYC RR r/w to a pt approx 200 ft S of the N line of sd Sec 25, th W'ly (measured at right angles to sd railroad r/w) 50 ft, th N'ly para with sd railroad r/w & 50 ft distant therefrom to a pt on the S'ly side of the Plat of F. E. Martin's 2nd Addition, th E'ly alg the S'ly line of sd F. E. Martin's 2nd Addition to the place of beg.

Excepting & Reserving to the 1st party, its successors & assigns FOREVER, the easement & right to erect, lay & maintain lines consisting of towers, poles, wires, cables, conduits & other fixtures & appurtenances, & for the purpose of transmitting & distributing electricity and/or conducting a communication business on, alg, over, under & across the premises herein conveyed, including all public hwy upon or adj to sd pcl of ld. DX-1

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

In a NW'ly & SE'ly direction on, over, alg, under & across sd ld on lines as now or hereafter located & constructed.

It is understood that no trees or shrubs shall at any time be planted or otherwise grown upon the ld hereby conveyed, & no buildings or other structures shall be erected thereon. It is further understood that nonuse or a limited use of this easement by 1st party shall not prevent 1st party from later making use of the easement to the full extent herein reserved.

## TITLE HISTORY

1. Charles M. French and wife Cressy M.  
Date 3/21/52 Rec. 8/18/52 L. 144 P. 639 Warranty Deed
2. Consumers Power Company

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 sd 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 lds for the purpose of removing the oil, gas or other minerals from the above-desc premises, or storing & restoring 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 sd above-desc premises, or storing & re-storing oil, gas or other minerals under sd ld & re-taking the same, shall

(continued)

NOTE #1 (continued)

make no use whatsoever of the surface of the land 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 party, its successors or assigns, for a period of 1 year after the 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 and assigns.