

TITLE DATA

Arthur J. Brow, Jr. and wife, Cleota

TRACT 296-D307-12

Warranty Deed | 7-16-68 | 9-6-68 | 298 | 875 |

ACCOUNT NO. W.O. 8241

MAP 7

RECORDED IN DEEDS # 25
Recorded September 6, 1968
at 11:45 o'clock A.M.
Liber 298 of Deeds, Page 875
Blaine Hefquist
Register of Deeds

MICHIGAN Grand Traverse Blair
STATE COUNTY TOWNSHIP
SECTION 16 TOWN 26N RANGE 11W
MUNICIPALITY Net 21.53 acres
PLAT OR AREA

WARRANTY DEED BOARDMAN - LUDINGTON
This Indenture, made July 16, 1968
BETWEEN ARTHUR J. BROW, JR. and CLEOTA BROW, his wife,
of 542 West Third Street,
Mesa, Arizona,
parties of the first part.
and CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201,
party of the second part.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Most cells are empty.

Witnesseth, That the said party of the first part, for and in consideration of the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$17,500.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Blair County of Grand Traverse and State of Michigan, and described as follows, to-wit:

A parcel of land described as the (E 1/2 of the SW 1/4) and the N 1/2 of the NW 1/4 of the SW 1/4 of Section 16, T26N, R11W, excepting 1 square acre in the Northwest corner of the SW 1/4 of said section.
SEE NOTE #1 FOR SALE OF PART OF ABOVE LD to Northwestern Mich. Fair

METC



STATE OF MICHIGAN, County of Grand Traverse, ss., Traverse City SEP 6 1968
I hereby certify, that there are no tax liens or titles held by the State or by individuals on the land herein described in the within instrument, and that all taxes due thereon have been paid for the five years preceding the date of said instrument as appears by the records in my office. This does not cover taxes in process of collection by Township, Cities or Villages.
Kunda Rauter, Sep Grand Traverse County Treasurer

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 party of the first part, for himself, his 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 delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.
In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of
Ernie Baker
Elizabeth L. Miller
Arthur J. Brow, Jr.
Cleota Brow

STATE OF ARIZONA
County of Maricopa, ss. On July 16, 1968
before me, a Notary Public of Maricopa County, Arizona, acting in Arizona
County, personally appeared Arthur J. Brow, Jr. and Cleota Brow

to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.
My commission expires 7-51-71
Elizabeth L. Miller
Notary Public, Maricopa County, Arizona
PREPARED BY D. R. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

Formerly 1867-D46-12



OTHER DATA AND NOTES

NOTE #1

(By Sale No. 189.214-0;T70-202) Consumers Power Co. conveyed a part of the ld on the caption of this tract, exc mineral rights, as follows:

GENERAL ENGINEERING MAP REFERENCES
 Line Map No. F-16874 Sheet 1 of 13 Sheets
 Plan & Profile No. _____ Sheet _____ of _____ Sheets
 Survey Map No. _____ Sheet _____ of _____ Sheets

1. Consumers Power Co.
11-18-71 X-12 Land Contract
2. Northwestern Michigan Fair Association

All that certain piece or pcl of ld situate in the Twp of Blair, Co of Grand Traverse, State of Mich, desc as follows:

A pcl of ld desc as the $E\frac{1}{2}$ of the $SW\frac{1}{4}$, and the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Sec 16, T26N, R11W, exc 1 square acre in the NW cor of the $SW\frac{1}{4}$ of sd sec, also exc a strip of ld desc as beg on the W ln of sd sec 330.04' S of the W $\frac{1}{4}$ post of sd sec, th S $89^{\circ} 19' 10''$ E para to the E and W $\frac{1}{4}$ ln of sd sec 2,325.29', th N $29^{\circ} 16' 20''$ E, 375.83' to the E and W $\frac{1}{4}$ ln of sd sec, th S $89^{\circ} 19' 10''$ E alg sd $\frac{1}{4}$ ln to the ctr of sd sec, th S $00^{\circ} 19' 50''$ W alg the N and S $\frac{1}{4}$ ln of sd sec 413.75', th S $29^{\circ} 16' 20''$ W, 280.45', th N $89^{\circ} 19' 10''$ W, para to the E and W $\frac{1}{4}$ ln of sd sec, 2,516.04' to the W ln of sd sec, th N $00^{\circ} 13' 30''$ W alg the W ln of sd sec 330.04' to the pob.

Saving, exc and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the ld herein conveyed, with full and free liberty and power to the sd first party, and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon sd ld and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressign, making merchantable, and taking away the sd coal, oil and gas and other nonmetallic minerals and for storing, re-storing and WX protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said ld and taking and retaking the same, together with the right to lay pipelines on, over, under or across sd premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying sd ld and retaking the same; also, saving and reserving unto sd first party, the right of ingress and egress over and across the above-mentioned ld, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon sd property at any time hereafter.

In the file is a Quitclaim Deed dated October 6, 1976, executed pursuant to and in complete fulfillment of the terms of the above Land Contract, dated November 18, 1971 and said Land Contract as amended by amendment to land contract entered into between the parties hereto on the 25th day of August, 1975.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENT:

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____