TITLE DATA											
Reservation from Sale of Land				MICHIGAN (STATE)	Lake (COUNTY)	Eden (TOWNSHIP)				CONSUMERS POWER CO.	
Land Contract	10-19-73					3 (SECTION)	T20N (TOWN)	R13W (RANGE)		TRACT 22-DX1-1	
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE	MUNICIPALITY				PLAT OR AREA	MAP 15	

RESERVATION FROM SALE OF LAND FOR TREES

R.M. # 74-01
Item XII

T 73-53

LAND CONTRACT

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THIS CONTRACT, Made this 19th day of October, 1973 Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, (successor by merger to Consumers Power Company, a Maine corporation), herein called first party,

and 16 JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his Wife, of 230 West Shore Drive, Cadillac, Michigan 49601,

herein called second parties,

1. Said first party in consideration of the sum of Twelve Thousand Four Hundred and no/00 ---------- Dollars ($12,400.00) to be paid by second parties to first party and of the covenants to be performed by second parties, as hereinafter expressed, hereby agrees to sell to second parties all that certain piece or parcel of land situate in the Township of Eden, County of Lake, State of Michigan, described as follows:

Government Lot No. 1 of Section 3, T20N, R13W, excepting therefrom a strip of land 132 feet in width being 36 feet distant W'ly of and 96 feet distant E'ly of the center line of Consumers Power Company's existing electric transmission line which said center line of said electric transmission line is described as follows: To find the place of beginning of said center line, commence at the Northwest corner of Government Lot No. 3 of Section 2, T20N, R13W, run thence N 02° 17' 45" E along the East line of said Government Lot No. 1 111.99 feet to the place of beginning of said center line of said existing electric transmission line, running thence N 33° 12' 25" W 1206.93 feet to a place of ending of said center line of said existing electric transmission line on the North line of said Government Lot No. 1.

Excepting and reserving to first party, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 69 feet in width which lies within Government Lot No. 1 of Section 3, T20N, R13W, along, adjoining, adjacent and measured at right angles to the NE'ly line of the strip of land 132 feet in width which is described as the excepted land in the above description, and standing on all that portion of a strip of land 69 feet in width which lies within Government Lot No. 1 of Section 3, T20N, R13W, along, adjoining, adjacent and measured at right angles to the SW'ly line of said strip of land 132 feet in width which is described as the excepted parcel of land in the above description, and also the right to reenter upon said strips of land from time to time, to keep said strips of land clear of trees and brush.

Saving, excepting 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 land herein conveyed, with full and free liberty and power to the said 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 said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said 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 said land and retaking the same; also, saving and reserving unto said first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

2. Said second parties in consideration of the covenants herein made by first party, agree to purchase from first party the above-described premises and to pay therefor to first party or its legal representatives, at Jackson, Michigan, the sum of Twelve Thousand Four Hundred and no/00 ---------- Dollars ($12,400.00), as follows: The sum of Four Thousand Two Hundred and no/00 ---------- Dollars ($4,200.00) shall be paid to first party upon the execution hereof and the balance of Eight Thousand Two Hundred and no/00 ---------- Dollars ($8,200.00) shall be paid on or before five years from and after the date hereof, in monthly installments of One Hundred Sixty-Four and 32/00 ---------- Dollars ($164.32) or more each month thereafter, which said monthly payments shall be first applied in payment of interest upon the sums remaining from time to time unpaid hereon, at the rate of seven and one-half percent (7-1/2%) per annum, the balance to be applied upon the principal sum due hereunder. Principal or interest not paid when due shall bear interest until paid, at seven and one-half percent (7-1/2%) per annum.

3. Second parties may apply to first party for a conveyance of part of the land herein described, and first party agrees to convey to second parties that part of said land for which conveyance is requested, provided that all of the following conditions are fulfilled: (i) this contract shall be in full force and effect with all covenants and agreements of second parties fully performed as of the date of such application; (ii) a mortgage release shall have been secured as provided in Paragraph 4; (iii) second parties shall provide to first party a sufficient legal description of the land for which conveyance is requested; (iv) each parcel for which conveyance is requested shall be in excess of 10 acres in size and shall be bounded on the North by the North line of the land herein described, on the South by the South line of the land herein described, on the East by the East line of the land herein described or a line drawn parallel thereto, and on the West by the West line of the land herein described or a line drawn parallel thereto; and (v) second parties shall pay to first party an additional sum of Two Hundred Dollars ($200.00) per acre for such land requested to be conveyed, which sum shall be applied by first party in reduction of the principal sum then due under this contract. Payments made by second parties pursuant to this paragraph shall not affect the obligation of second parties to make payments of monthly installments as provided in Paragraph 2 hereof.

4. It is mutually understood and agreed that the above-described premises is encumbered by a mortgage, dated September 1, 1945, now held by First National City Bank, trustee, as amended and supplemented. Upon receipt of the down payment herein provided, first party agrees to apply for a release and discharge of said premises from said mortgage. In the event first party is unable to secure such release and discharge within one hundred twenty (120) days from the date hereof or within such additional time as the parties hereto agree upon in writing, then this contract shall cease and terminate without further notice or action and all moneys paid to first party on this contract shall be refunded to second parties, less a reasonable sum, which the parties hereto fix at One Dollar ($1.00) per day from the date hereof until possession shall be actually restored to first party, and less cost and expense as first party may incur in obtaining possession. Said parties agree in the event first party is unable to secure such mortgage release and discharge within the time herein provided, to forthwith upon the expiration of such time quit, surrender and deliver up possession of said premises to first party, without notice or demand therefor, and such possession of said second parties after the expiration of such time shall be deemed that of a trespasser.

5. Said second parties shall enter said premises for taxation in their names and shall well and faithfully pay when due all taxes and assessments, ordinary and extraordinary, that may for any purpose be levied or assessed on said premises,

SEE NOTE #1 FOR FULFILLMENT OF L.C.