



Real Estate Department

Work Order No.: A0003123
Circuit Name: Bloomfield-Wixom
Business Unit: ITC

Date: March 1, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Vegetation Management Easement
Parcel ID: **17-34-126-008**
BW 1301

Attached are documents related to the acquisition of a Vegetation Management Easement dated July 10, 2013 July to International Transmission Company (ITC) from Dale R. Lawson and Connie D. Lawson, whose address is 926 Ladd Road, Walled Lake, MI 48390.

The easement was acquired for additional rights needed and located in Part of the N ¼ of Section 34, City of Walled Lake, Oakland County, MI (T2N R8E).

The consideration given for the aforementioned acquisition was **\$3,828.00**

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72808**

Attachment (s)

CC: M. Ely
N. Spencer
S. Gagnon
J. Gruca
K. Jenkins
C. Scott
J. Andree
Fixedassetsgroup@itctransco.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 JUL 26 PM 2: 28

196872
LIBER 46119 PAGE 812
\$16.00 MISC RECORDING
\$4.00 REINUMENTATION
07/26/2013 02:33:37 P.M. RECEIPT# 105617
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On JULY 10, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Dale R. Lawson and Connie D. Lawson, husband and wife ("Grantor") whose address is 926 Ladd Road, Walled Lake, Michigan 48390, conveys and warrants to International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377 ("Grantee"), its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of "Grantor's Land" referred to as the "Easement Area" and/or the "Easement Description," all of which are described on Exhibit "A" attached hereto.

1. **Purpose:** The purpose of this Easement is to provide Grantee with the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Area.
2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Area in accordance with best management practices for utility rights of way.
3. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
4. **Existing Rights:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges which may have been granted to, acquired by, or which already exist in favor of, Grantee or The Detroit Edison Company relative to the Easement Area or the Grantor's Land as described on the attached Exhibit "A."
5. **Damage Repair:** Grantee shall pay for any actual damage to Grantor's Land or Grantor's personal property resulting from Grantee's exercise of any of Grantee's rights under this Easement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results in whole, or in part, from Grantor's negligence. The term actual damage as used in this section is not intended to, nor does it, include damage to vegetation within the Easement Area as contemplated in paragraph 1.
6. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

(Grantor's signature and acknowledgement appear on the following page.)

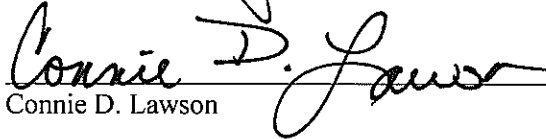
FILE
T72808

30
E

OK - LG

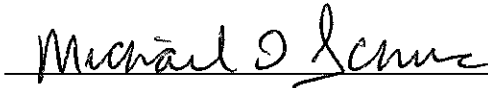
GRANTOR


Dale R. Lawson


Connie D. Lawson

Acknowledged before me in OAKLAND County, Michigan, on this 10th day of July, 2013, by Dale R. Lawson and Connie D. Lawson, husband and wife.

MICHAEL D. SCHIRA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 17 2018
ACTING IN COUNTY OF OAKLAND


_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires _____

Drafted by:
Patricia Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
NSI Consulting & Development
24079 Research Drive
Farmington Hills, MI 48335

1301

**DIRECTION REGARDING DISPOSITION OF VEGETATION
UPON INITIAL CLEARING**

Dale Lawson ("Owner") is the owner(s) of the property located at
926 Ladd, Walled Lake, Oakland County, Michigan. (the
"Property");

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, with an address
of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("ITC") has an easement on
the Property;

ITC or its agents have the right at any time to cut, trim, remove, destroy or otherwise control any
or all trees, bushes or brush in accordance with the terms of the Easement; and

To the extent ITC cuts, trims, removes or destroys trees, bushes or brush ("Vegetation") in
accordance with the terms of the Easement, Owner has requested that all such Vegetation be handled by
ITC in the following manner:

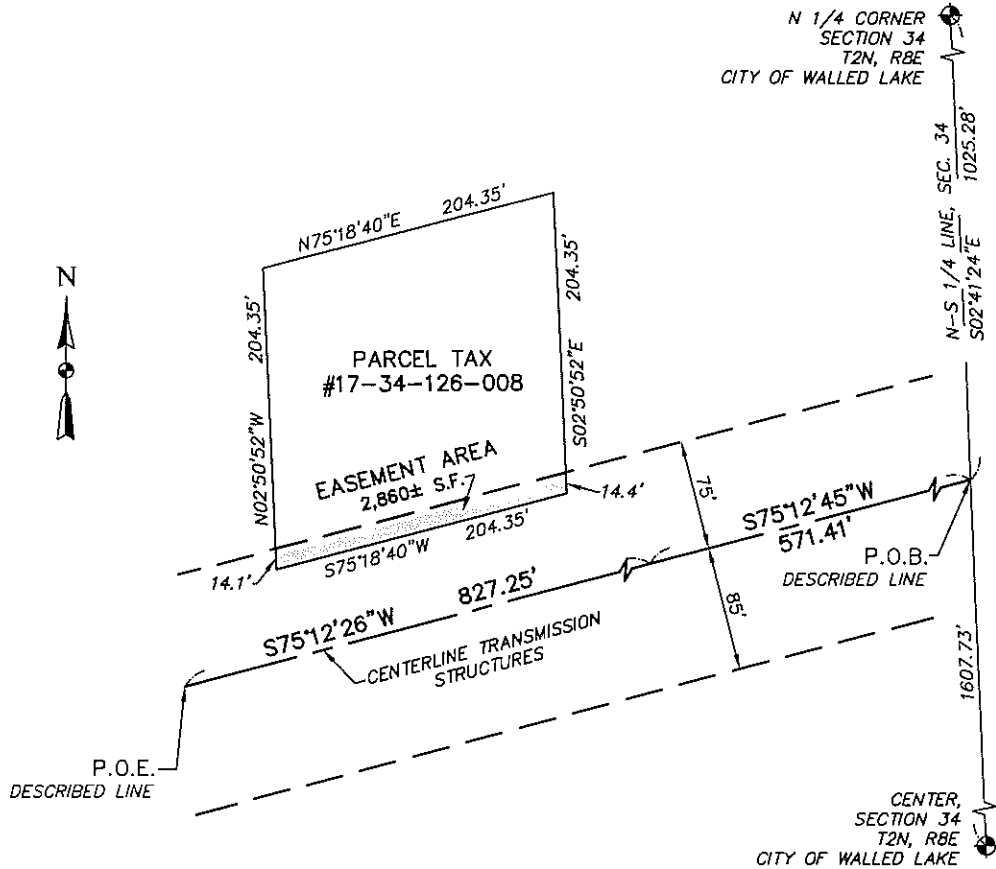
- Stack all Vegetation (greater than 6 inches d.b.h.) off the Easement Area
and leave on Property as noted below.
- Chip Vegetation (under 6 inches d.b.h.) and broadcast on Easement Area.
- Remove all Vegetation from the Property except small debris, as such small
debris is defined in ITC's sole discretion.
- Other: _____

Nothing in this document shall be deemed to modify, alter or amend the easement in any way.
This document shall not be assigned by Owner, shall not be recorded, and does not run with the land. As
is consistent with standard utility practice, it is understood that ITC does not grind or remove stumps. I
understand that trees that are removed will be cut as close to the ground as possible given the surrounding
terrain, fences, rocks, etc. The cambial layer of stumps shall be treated with an herbicide to limit
sprouting. Further, I acknowledge that ITC or its agents may need to make ingress/egress onto my
property with vehicles and/or equipment necessary to effectuate the option that I have chosen above.

Signed this _____ day of _____, 2013.

OWNER:


#1301



GRANTOR'S LAND

(PER SEAVER TITLE AGENCY, LLC, FILE No. 63-10119387-SCM)

Situated in the City of Walled Lake, County of Oakland, State of Michigan, as follows:

Property situated in City of Walled Lake, Oakland County, Michigan, as follows: Town 2 North, Range 8 East, Section 34, The East 200 feet of the West 435 feet (more or less) of the South 200 feet of that part of the East 1/2 of the Northwest 1/4 lying Northerly of the Grand Trunk Railroad Right of Way.

More commonly known as: 926 Ladd, Walled Lake

Tax ID: 17-34-126-008

EASEMENT DESCRIPTION:

All that part of the above described Grantor's Parcel which lies within Eighty-Five (85) feet South of and Seventy-Five (75) feet North of the following described line:

Commencing at the North 1/4 corner of Section 34, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan; thence S02°41'24"E 1025.28 feet along the North-South 1/4 line of said Section 34 to the POINT OF BEGINNING of said line; thence S75°12'45"W 571.41 feet; thence S75°12'26"W 827.25 feet to the POINT OF ENDING of said line.

LEGEND	
N00°W	DESCRIBED LINE DIMENSIONS
N00°W	PARCEL DIMENSIONS
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING

NOTES:

1. BEARING BASIS: GRID NORTH, MICHIGAN STATE PLANE, NAD 83
2. SKETCH PREPARED WITH BENEFIT OF SEAVER TITLE AGENCY, LLC FILE NO. 63-10119387-SCM

PROJECT: WIXOM - BLOOMFIELD TRANSMISSION LINE

CLIENT: ITC HOLDINGS CORP.



METRO CONSULTING ASSOCIATES

6001 SCHOONER DRIVE
 BELLEVILLE, MICHIGAN 48111
 PHONE: 734.483.1427 FAX: 734.483.3431
 www.metroca.net

JOB: 1037-11-5482
DWG: 1301 17-34-126-008
ISSUE DATE: 3-15-12
REV.: 5-24-2012
REV.:
DRAWN BY: MT
CHECK BY: DN
SHEET: 1 OF 1

SCALE: 1" = 100'

7/9/2013

Dale R. & Connie D. Lawson

**3,828.00

Three Thousand Eight Hundred Twenty-Eight and 00/100*****

Dale R. Lawson
926 Ladd Road
Walled Lake, MI 48390

easement 1301 3123 507-508

Dale R. & Connie D. Lawson
2028 · Easement Acquisition

easement 1301 3123 507-508

7/9/2013

3,828.00

ITC Chase Escrow easement 1301 3123 507-508

3,828.00

Dale R. & Connie D. Lawson
2028 · Easement Acquisition

easement 1301 3123 507-508

7/9/2013

1689
3,828.00

PAYMENT
RECORD

ITC Chase Escrow easement 1301 3123 507-508

3,828.00





SEAVER TITLE AGENCY

SEAVER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph: (248) 338-7135 Fax: (248) 338-3045

Record Search furnished to:
NSI Consulting and Development
26657 Woodward Avenue, Suite 100
Huntington Woods, MI 48070

File No. 63-10119387-SCM

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

Situated in the City of Walled Lake, County of Oakland, State of Michigan, as follows:

Property situated in City of Walled Lake, Oakland County, Michigan, as follows: Town 2 North, Range 8 East, Section 34, The East 200 feet of the West 435 feet (more or less) of the South 200 feet of that part of the East 1/2 of the Northwest 1/4 lying Northerly of the Grand Trunk Railroad Right of Way.

Re: 926 Ladd Road, Walled Lake
Tax Item No. 17-34-126-008

Owner(s): Dale R. Lawson and Connie D. Lawson, husband and wife

1. Mortgage in the original amount of \$142,000.00, and the terms, conditions and provisions contained therein, executed by Dale R. Lawson and Connie D. Lawson, husband and wife to Quicken Loans, Inc. dated November 21, 2005 and recorded November 30, 2006 in Liber 38452, Page 1.
2. Right of Way for ingress and egress recited in Deeds recorded in Liber 3380, Page 192 and in Liber 11920, Page 897.
3. Easement for water main to the County of Oakland recorded in Liber 5257, Page 786.
4. PAYMENT OF TAXES: Tax Parcel No.: 17-34-126-008

2010 County Taxes in the amount of are Not Examined

2010 City Taxes in the amount of are Not Examined

Special Assessments: Not Examined

The amounts shown as due do not include collection fees, penalties or interest.

COUNTERSIGNED:
SEAVER TITLE AGENCY, LLC

Elie Kaplan
AUTHORIZED SIGNATORY

This information compiled as of an effective date of **December 15, 2010 at 8:00 A.M.**

NOTE: In consideration of the reduced rate at which this report is furnished, it is understood that the information contained herein is only such as may be obtained in the office of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

Wednesday, January 12, 2011

Examined By: Eliezer Kaplan

TICOR TITLE INSURANCE

LOTR 124206220

32 056051

WARRANTY DEED - Statutory Form
FORM 1071

KNOW ALL MEN BY THESE PRESENTS: That **GEORGE BENJAMIN AND BARBARA BENJAMIN, HUSBAND AND WIFE**

whose address is **8187 SAN CARLOS BLVD SE, FORT MYERS, FL 33912**

Convey(s) and Warranty to **DALE R. LAWSON AND CONNIE D. LAWSON, HUSBAND AND WIFE**

whose address is **926 LADD ROAD, WALLED LAKE, MI**

the following described premises situated in the **CITY** of **WALLED LAKE**

County of **OAKLAND** and State of Michigan, to-wit:

PARCEL A:
THE EAST 200 FEET OF THE WEST 435 FEET OF SOUTH 200 FEET OF THAT PART OF EAST 1/2 OF THE NORTHWEST 1/4 LYING NORTHERLY OF GRAND TRUNK RAILROAD RIGHT OF WAY, TOWN 2 NORTH, RANGE 8 EAST, SECTION 34.

PARCEL B:

WEST 200 FEET OF EAST 425 FEET OF THAT PART OF WEST 1/2 OF ^{NORTHWEST} 1/4 LYING NORTHERLY OF GRAND TRUNK RAILROAD RIGHT OF WAY EXCEPT THE NORTH 928 FEET, ALSO EXCEPT THE SOUTHERLY 200 FEET, TOWN 2 NORTH, RANGE 8 EAST, SECTION 34.

MORE COMMONLY KNOWN AS: 926 LADD
TAX ID #17-34-126-00A, AS TO PARCEL B
TAX ID #17-34-126-00B, AS TO PARCEL A

for the full consideration of **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)**

subject to **BUILDING AND USE RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.**

Dated this 2nd day of January

Lorayne B. Bruckmann
LORAYNE B BRUCKMANN
Solomane D. Jackson
SOLOMANE D JACKSON

George Benjamin
GEORGE BENJAMIN
Barbara Benjamin
BARBARA BENJAMIN

STATE OF MICHIGAN
COUNTY OF 4

The foregoing instrument was acknowledged before me this

by **GEORGE BENJAMIN AND BARBARA BENJAMIN, HUSBAND AND WIFE**

My commission expires

C. Forrest Westman
Notary Public

Prepared by **GEORGE BENJAMIN**

Address **8187 SAN CARLOS BLVD SE, FORT MYERS, FL**

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee **\$10.00**
State Transfer Tax **\$42.50**
P.N.C.I. Ins. No.

When recorded return to **CHANCELLERS**
AS ABOVE
Send subsequent tax bills to

Tax Parcel No **23 23-201-009**
100 - FAIRM

RD OR RAILROAD ROAD BY TITLE CO

91 093886

11920898

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That LINDA FELTY, a single woman, whose address is 6660 Crest Avenue, Cocoa, Florida 32927 Convey(s) and Warrant(s) to GERALD PLAS whose address is 901 Benstein Road, Walled Lake, Michigan 48390 the following described premises situated in the Township of Commerce, County of Oakland, State of Michigan, to-wit:

CITY OF WALLED LAKE Part of the NW 1/4 of Sec. 34 T2N, R8E, Commerce Twp., Oakland County Michigan, described as beginning at a point which is S. 924 Ft., along the W. 1/8 line of Sec. 34, beginning in the center line of Ladd Road, and S 89 degrees 36 minutes E. 433.85 ft. from the W. 1/8 corner on the N. line of said Sec. 34; thence continuing S 89 degrees 36 minutes E. 224.40 ft; thence S. 0 degrees 19 minutes W 163.00 ft. to the N. line of the Grand Trunk Railroad right of way; thence S 78 degrees 25 minutes 30 seconds W along the N. line of said right of way 229.32 ft; thence N. 0 degrees 19 minutes E 210.65 ft. to the point of beginning. Together with a 30 ft. right of way for ingress and egress from above described property to Ladd Road said right of way being described as beginning at the N.W. corner of first above described parcel; thence S. along W line of said parcel 30 ft. thence N. 89 degrees 36 minutes W. 400.85 ft. to E. line of Ladd Rd. thence N. along said E. line, 30 ft; thence S 89 degrees 36 ft. E 400.85 ft. to point of beginning.

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX 36.30

Tax I.D. # 17-34-126-005 Twp of Commerce (92) 17-34-126-009 City of Walled Lake

for the full consideration of Thirty Three Thousand and NO/100 (\$33,000.00) Dollars

subject to zoning restrictions and easements of record

Dated this 28th day of December, 1990

WITNESSES: Shelia M. McLean, Justina Johnson

SIGNED AND SEALED Linda Felty (L.S.)

STATE OF FLORIDA) COUNTY OF Brevard) ss.

1.00 2.00 RMT 36.30

The foregoing instrument was acknowledged before me this 28th day of December, 1990 by LINDA FELTY.

My commission expires: Shelia M. McLean Notary Public Brevard County, Florida

Instrument Drafted By: Kurt E. Schnelz Business Address: 8800 Commerce Road, Suite 3, Union Lake, Michigan 48387

County Treasurer's Certificate City Treasurer's Certificate

Recording Fee State Transfer Tax When recorded return to: O.K. - TS

Tax Parcel #: 17-34-126-005 009 Send subsequent tax bill to: Gerald Plas 931 Benstein, Apt., Walled Lake, MI 48390



WT 11920.897
PHILIP R. SEAVER TITLE COMPANY, Inc.

91 093885
WARRANTY DEED—Statutory Form
CL 1948, 565.151 M.S.A. 26.571

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 — (313) 338-7136

KNOW ALL MEN BY THESE PRESENTS: That Marguerite H. Shigenoto, formerly known as Marguerite Burn Nowie, a married woman, whose address is 755-B Lincoln Avenue, Alameda, California,

Convey(s) and Warrant(s) to Jean L. Chester, a single woman, the survivor of herself & Robert N. Chester, her deceased husband, whose address is 6475 Stillwater, Cocoa, Florida 32927

the following described premises situated in the City of Walled Lake & Township of Commerce, County of Oakland and State of Michigan, to-wit: 932 LADD

Part of the NW 1/4 of Sec. 34 T2N, R2E, Commerce Twp., Oakland County, Michigan, described as beginning at a point which is S. 924 ft. along the W. 1/8 line of Sec. 34, being in the center line of Ladd Road, and S. 89° 36' E. 433.85 ft. from the W. 1/8 corner on the N. line of said Sec. 34; thence continuing S. 89° 36' E. 224.40 ft.; thence S. 0° 19' W. 163.00 ft. to the N. line of the Grand Trunk Railroad right of way; thence S. 78° 25' 30" W. along the N. line of said right of way 229.32 ft.; thence N. 0° 19' E. 210.65 ft. to the point of beginning. Together with a 30 ft. right of way for ingress and egress from above-described property to Ladd Road said right of way being described as beginning at the NW corner of first above-described parcel; thence S. along W. line of said parcel 30 ft. thence N. 89° 36' W. 400.85 ft. to E. line of Ladd Rd. thence N. along said E. line, 30 ft.; thence S. 89° 36' E. 400.85 ft. to point of beginning.
Being Tax I.D. Nos. (E) 17-34-126-005 & (E) 17-34-126-009, respectively.
for the full consideration of \$11,920.00
Eleven Thousand, Nine Hundred Twenty & 00/100 (\$11,920.00)

Building and use restrictions and easements of record, if any, and also subject to acts or omissions of parties other than the grantor from and since the 3rd day of January, 1966, the date of a certain land contract covering the premises pursuant to which this deed is given.

Dated this 29th day of December

Witnesses:

[Signatures of witnesses]

REG/REELS FRIID 7.00
JUN 17 1991 03:35PM
2154 TMSF TX 17.20
MARGUERITE H. SHIGENOTO
REG/REELS FRIID 2.00 RMT
JUN 17 1991 03:35PM
2154 TMSF TX 17.20

STATE OF CALIFORNIA
COUNTY OF ALAMEDA



The foregoing instrument was acknowledged before me this 29th day of December by Marguerite H. Shigenoto
My commission expires October 25th, 1991

Notary Public ALAMEDA County, California
Address 990 Decker, Walled Lake, Michigan 48088
(313) 628-6330

Instrument Drafted by Emery E. Jacques, Jr., Esq.
OAKLAND COUNTY TREASURER'S CERTIFICATE
1.00
6/17/91 P.H.J. S.S. Long drw

CITY TREASURER'S CERTIFICATE
STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
Dept. of Taxation JUN 17 1991
13.20

Recording Fee
State Transfer Tax
Tax Parcel #

When recorded return to Gerald DKS
901 Benstein Apt 1
Walled Lake, MI 48390

O.K. - TS

027755

RAMCO FORM 112718478

This Quit-Claim Deed, Executed this 15th day of February . A. D. 19 90 . by

FRED FELTY, JR. AND LINDA L. FELTY, His Wife
 first party, to 6660 CREST AVE. COCOA, FLA. 32927
 LINDA L. FELTY, A Single Person
 whose postoffice address is 6660 Crest Avenue Cocoa, Florida 32927

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, male, female, representative, and any or all individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby rent, re-lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of OAKLAND State of MICHIGAN to-wit:

Part of the NW 1/4 of Sec. 34, T2N, R8E, Commerce Twp Oakland County Michigan, described as beginning at a point which is 5 924 Ft. along the W 1/8 line of Sec. 34, being in the center line of Ladd Road and S 89° 36' E. 433.85 feet from the W 1/8 corner of the N. line of said Sec. 34; thence continuing S 89° 36' E 224.40 ft; thence S 0° 19' W. 163.00 feet to the N. line of the Grand Trunk Railroad right of way; thence S 78° 25' 30" W. along the N. line of said right of way 229.32 ft; thence N 0° 19' E 210.65 ft. to the point of beginning. Together with a 30 ft. right of way for ingress and egress from above described property to Ladd Road said right of way being described as beginning at the N.W. corner of first above described parcel; thence S. along W. line of said parcel 30 ft. thence N. 89° 36' W, 400.85 ft. to E. line of Ladd Rd. thence N along said E. line, 30 ft; thence S 89° 36' E. 400.85 ft. to point of beginning.

17-34-12L-605
669

M335 REG/FEES PAID
0901 FEB-23-90 09:26AM
9195 FEES 5.00

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Sharon Chappel *Fred Felty, Jr.*
 WITNESS FRED FELTY, JR. OS
Shelia McLane *Linda L. Felty*
 WITNESS LINDA L. FELTY OS

STATE OF FLORIDA,
 COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared FRED FELTY, JR., AND LINDA L. FELTY, His Wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State first aforesaid this 15th day of February A. D. 19 90

Shelia McLane
 Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
 MY COMMISSION EXPIRES: JUNE 17, 1995.
 BONDED TO THE FLORIDA PUBLIC TRUSTEES.

This instrument prepared by: AND RETURN TO:
 Address Linda L. Felty
 6660 Crest Avenue
 Cocoa, Florida 32927

OK. . . JH

JANUARY 22 1981

THIS FORM NOT PREPARED FOR USE IN TRANSACTIONS FALLING WITHIN MICHIGAN LAND SALES ACT.

LIBER 7946 PAGE 397

FORM OF LAND CONTRACT (Revised 1972) F358

Lawyers Title Insurance Corporation

This Contract, made this Nineteenth day of October 81 5526 1981

Parties

Jean L. Chester, a single woman hereinafter referred to as "Seller", whose address is 2044 Maple North, Wilson, Michigan and Fred Felty, Jr. and Linda Felty, his wife hereinafter referred to as "Purchaser", whose address is 932 Ladd, Walled Lake, Michigan

2/34

Description of Land

1. Seller Agrees: (a) To sell and convey to Purchaser land in the Township of Oakland, County of Oakland, Michigan, described as:

Part of the NW 1/4 of Sec. 34 T2N, R8E, Commerce Twp., Oakland County Michigan, described as beginning at a point which is S. 924 Ft., along the W. 1/8 line of Sec. 34, being in the center line of Ladd Road, and S. 89° 36' E. 433.85 ft. from the W. 1/8 corner on the N. line of said Sec. 34; thence continuing S. 89° 36' E. 224.40 ft; thence S. 0° 19' W. 163.00 ft. to the N. line of the Grand Trunk Railroad right of way; thence S. 78° 25' 30" W. along the N. line of said right of way 229.32 ft; thence N. 0° 19' E. 210.65 ft. to the point of beginning. Together with a 30 ft. right of way for ingress and egress from above described property to Ladd Road said right of way being described as beginning at the N.W. corner of first above described parcel; thence S. along W. line of said parcel 30 ft. thence N. 89° 36' W. 400.85 ft. to E. line of Ladd Rd. thence N. along said E. line, 30 ft; thence S. 89° 36' E. 400.85 ft. to point of beginning.

together with all encumbrances, easements, improvements, and appurtenances, including any lighting or plumbing fixtures, meals, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and E 17-34-126-005 92-17-34-126-009

now on the land, subject to any applicable building and use restrictions and to any encumbrances affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is Twenty-Eight Thousand Dollars

(c) 28,000.00 dollars, of which the sum of Twenty-Two Hundred Dollars (d) 2,200.00 dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Twenty-five Eight Hundred Dollars

(e) 25,800.00 dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of 5 per cent per annum while Purchaser is not in default, and at the rate of 5 per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of One Hundred and Thirty Dollars

(f) 130.00 dollars each, by note at Purchaser's option, on the First day of each month, beginning November 1, 1979 such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within years from the date hereof, anything herein to the contrary notwithstanding.

(g) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, free the amount then owing on any unpaid mortgage or mortgages, and the remainder of the proceeds of this contract, a good and sufficient warranty deed conveying title to the land, subject to above-mentioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(h) To deliver to Purchaser as evidence of title, at Seller's option, either an owner's policy of title insurance or abstract of title covering the land, and furnished by Lawyers Title. The effective date of the policy or verification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

2. Purchaser Agrees:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as aforesaid provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, and also at all times to keep the buildings now or hereafter on the land insured against fire and damage, in manner and to an amount approved by Seller, and to deliver the policies as framed to Seller with the premiums fully paid.

Term of Payment 011335

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's Duties

Maintenance of Premises

To Pay Taxes and Keep Premises Insured

7.00

LICER 7946 PAGE 398

<p>Alternate Payment Method</p> <p>Insert amount if advance monthly installment method of tax and insurance payment is to be adopted</p> <p>Acceptance of Title and Premises</p> <p>Mortgage by Seller</p> <p>Encumbrances on Seller's Title</p> <p>Non payment of Taxes or Insurance</p> <p>Disposition of Insurance Proceeds</p> <p>Assignment by Purchaser</p> <p>Possession</p> <p>Right to Forfeit</p> <p>Acceleration Clause</p> <p>Notice to Purchaser</p> <p>Additional Clause</p>	<p>If an amount representing estimated monthly cost of taxes, special assessments and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (c) shall apply.</p> <p>(f) To pay monthly in addition to the monthly payment heretofore stipulated, the sum of _____ dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (a) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.</p> <p>(g) That he has examined a title insurance policy/commitment dated _____ an abstract of title certified to _____ covering the land, and is satisfied with the marketability of title shown therein. Delivery of such title policy or abstract, or an owner's title policy issued pursuant to such commitment, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.</p> <p>(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.</p> <p>3. Seller and Purchaser Mutually Agree</p> <p>(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of not more than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as heretofore provided. The consent obtained, or subordination effected, as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in the manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to over in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.</p> <p>(b) That if the title of Seller is encumbered by land contract or two or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payment shall be credited on the sums matured or first maturing hereon with interest at _____ % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Hereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.</p> <p>(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premium or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller (notwithstanding with interest at _____ % per annum. This provision shall be effective only if Paragraph 2 (e) applies.</p> <p>(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.</p> <p>(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.</p> <p>(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Eviction of anyone by Purchaser on vacant or unimproved property shall not constitute actual possession by him.</p> <p>(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract fulfilled and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and get out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.</p> <p>(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.</p> <p>(i) That time shall be deemed to be of the essence of this contract.</p> <p>(j) That any declaration, notice or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and received for in writing by Seller, and such envelope was deposited in the United States government mail.</p> <p>(k)</p>
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LIBER 7946 PAGE 399

**Down
Rights**

If the wife of Seller has down rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

**Capacity
of Parties**

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

**Interpretation
of Contract**

The purposes and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signatures

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

<p><u><i>Jeanne Degenhardt</i></u> Jeanne Degenhardt</p> <p><u><i>Charles Degenhardt</i></u> Charles Degenhardt</p>	<p><u><i>Jean L. Chester</i></u> (L.S.) Jean L. Chester</p> <p><u><i>Fred Felty, Jr.</i></u> (L.S.) Fred Felty, Jr.</p> <p><u><i>Linda I. Felty</i></u> (L.S.) Linda I. Felty</p>
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**Individual
Acknowledgment**

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this twenty-second day of October, 19 76
by Jean L. Chester, Fred Felty, Jr. and Linda I. Felty, his wife
My commission expires March 6, 1978

Jeanne Degenhardt
Jeanne Degenhardt
Notary Public Oakland County, Michigan

**Corporate
Acknowledgment**

STATE OF MICHIGAN
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____
(1) by _____
(2) _____
(3) of _____
(4) a _____ Corporation on behalf of the said corporation.
My commission expires _____

Notary Public _____ County, Michigan

Note: Insert (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Notary Public _____ County, Michigan

Instrument
Tested by *Jeanne Degenhardt* Business
Jeanne Degenhardt Address: 57255 1/2 Mile
34444 Mile - 48028

net to: Purchaser 48088

MAY 6 1982

Land Contract

UBCR 8180 PAGE 321

Transamerica Title Insurance Services S2 25851

This Contract, Made this Twenty Third day of March 19 82 between Edward Litwin and Sophie Litwin, his wife

whose address is 916 Wolverine Drive, Walled Lake, Michigan 48088 and Dale Royal Lawson, a married man, and Linda Mae MacGorack whose address is 2435 Diamond Ct., Nixon, Michigan 48096

Whereas:

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Walled Lake, Commerce Township, Oakland County, Michigan, described as 920 Ladd Road, Part of the north west quarter of Section 34, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point on the center line of Ladd Road, located South 924.00 ft from the northwest corner of the north east quarter of the north west quarter of said Section 34; thence south 89 degrees 36 minutes 00 seconds East 233.85 feet; thence South 00 degrees 19 minutes 00 seconds West 107.05 feet thence South 80 degrees 57 minutes 00 seconds West 233.29 feet to the centerline of Ladd Road; thence due North along said centerline, 112.96 feet to the point of beginning.

together with all easements, encumbrances, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and Stoves and Refrigerator in each unit now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is Thirty Thousand and no/100 (\$ 30,000.00) DOLLARS, of which the sum of Five Thousand (\$ 5,000.00) DOLLARS has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Twenty Five Thousand (\$ 25,000.00) DOLLARS is to be paid to the Seller, with interest on any part thereof as any time unpaid at the rate of Ten (10) % per cent per annum while the Purchaser is in default, and at the rate of N/A () % per cent per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of Two Hundred and Fifty (250.00) DOLLARS each, or more at Purchaser's option, on the Twenty Third day of each month, beginning April 23, 1982.

(c) Upon receiving payment in full of all sums owing hereon, less the amount then due on any existing mortgage or mortgages, and the balance of the proceeds of the contract, to execute and deliver to the Purchaser of the Purchaser's choice, a deed and sufficient Warranty Deed conveying title to said land, subject to all existing restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached to the said land through the acts or omissions of persons other than the Seller in his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the Transamerica Title Insurance Company. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the payment of a reasonable amount.

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided. (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon. (c) To keep the premises in accordance with all public, sanitary and other regulations imposed by any governmental authority. (d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereon, and submit receipts to Seller upon request, as evidence of payment thereon; also at all times to keep the building free of fire and sufficient Water for fire and convey title to said land, subject to all existing restrictions and easements and to deliver the policies as issued to the Seller with the premium fully paid.

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2 (e) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective.

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of N/A Dollars, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

(f) That he has examined a Title Insurance Policy dated Feb 23, 1982 Commission # 84-142619 covering the above described premises, and is satisfied with the sufficiency of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

Parcel ID: 17-34-126-010 R. R. Sallee

28/54

Vertical text on the left margin, possibly a list of items or a checklist.

04660

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94

MAY 6 1982

LINE 8180 PAGE 322

Maintenance of Premises

(A) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to remove, alter, or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

Mortgage by Seller

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller hereby agrees to sell to the Purchaser the premises and the buildings thereon in as good condition as they are at the date hereof and not to remove, alter, or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

Encumbrances as Seller's Title

(b) That if the Seller's interest in that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller and Purchaser may pay the same. Such payments by the Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made.

Non Payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sum provided for in Paragraph 2 (a), or in the delivery of any policy as heretofore provided, the Seller may pay such taxes or premiums or provide such insurance and pay the premiums or premiums thereon, and any sum or sums to paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or attestation thereon.

Forfeiture

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and he covenants to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after seven (7) days of forfeiture of this contract. Execution of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to revoke the same, forfeit and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and erections thereto, and consider and treat the Purchaser as his tenant-holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and pay out. In all cases where a notice of forfeiture is issued upon by the Seller in terminate eight (8) days, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty (40) days or more, and the Seller desires to terminate this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

Notice to Purchaser

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

Additional Clauses

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their status in full force and effect.

(k) Any objections, notices or powers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such notices are enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and accepted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

(l) It is understood by the purchaser that there will be a substantial loan payment remaining at the end of this contract term.

2. The purchaser agrees to pay an additional sum of \$2000.00 to be applied to the principle balance on or before April 1, 1981 and not to remove or tear down the existing structure until this sum has been paid.

3. It is agreed between purchaser and seller that the seller is willing to negotiate an additional five year contract at the end of the existing contract term at not less than the existing contract interest rate.

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or other be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legal heirs, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of: Robert Maxwell, Paula Anderson, Anita Lawson, Edward J. Taylor, Edward Litwin, Sophie Peterson, Sophie Litwin, John J. Dawson, Linda M. MacLennan

MAY 6 1982

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN

COUNTY OF OAKLAND

14

UBER 8180 PAGE 323

On this 23RD day of MARCH in the year One Thousand Nine Hundred 82 before me, the subscriber, a Notary Public in and for said County, appeared EDWARD LEWIN AND SOPHIE LEWIN and Dale H. Lawson and Linda M. McCormick

to me known to be the person described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be THEIR free act and deed, and who have sworn that they are over 21 years of age.

Juneita K. Willett

Notary Public, County, Michigan

My commission expires SEPTEMBER 13, 1982.

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN

COUNTY OF _____

14

On this _____ day of _____ in the year One Thousand Nine Hundred _____ before me, the subscriber, a Notary Public in and for said County, personally appeared _____

and _____ to me personally known, who being by me duly sworn did say that they are the _____ and _____ of the _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, County, Michigan

My Commission expires _____

Drafted by Patricia R. McAlpine Business address: 2100 Bass Lake Rd. Milford, Michigan 48042

PAYMENT SCHEDULE

PAYABLE AT _____

Unless notified by Seller in writing to the contrary.

Table with 6 columns: DATE, PRINCIPAL PAYMENTS, BALANCE OF PRINCIPAL, INTEREST PAYMENTS Rate %, FUTURE PAYMENTS TO, SIGNATURE. Includes handwritten notes and dates like MAY 6 1982.

Reports prepared schedule will be furnished upon request by the Transamerica Title Insurance Company

MAY 6 1982

LIBER 3180 PAGE 324

I, we, Edward Litwin and Sophie Litwin, his wife, and Dale Royal Lawson, a married man, and Linda Mae MacGormick, respectively sellers and purchasers, in a certain land contract, dated March 20, 1982, hereby acknowledge that we are aware that the Walled Lake Consolidated Schools has a four foot encroachment upon the property described in the above mentioned land contract.

Edward Litwin
Edward Litwin

Sophie Litwin
Sophie Litwin

Dale R. Lawson
Dale Royal Lawson

Linda Mae MacGormick
Linda Mae MacGormick

I, we, Dale Royal Lawson and Linda Mae MacGormick, are aware of the above mentioned encroachment as stated in the title insurance policy dated February 24, 1982, (commitment no. 84-142619) and it is our wish that we still proceed with the conveyance from Edward Litwin and Sophie Litwin, his wife, the sellers, to us knowing fully well that said encroachment will be a cloud on our title.

Dale R. Lawson
Dale Royal Lawson

Linda Mae MacGormick
Linda Mae MacGormick

STATE OF MICHIGAN
COUNTY OF OAKLAND

Subscribed and sworn to before me this 3rd day of March, 1982.

JUANITA L. WILLET
Notary Public, Oakland County, Mich.
My Commission Expires Sept. 15, 1982

Juanita L. Willett

JULY 16 83

8413 REG 95 NO 55860



PHILIP R. SEAVER TITLE COMPANY, Inc

FORM OF LAND CONTRACT F328

This Contract, made this 17th day of June 1983 between George A. Benjamin and Barbara A. Benjamin, his wife;

hereinafter referred to as "Seller", whose address is Route 19, Box 73, Apt. 672, Ft. Meyers, FLA 33908;

and Dale R. Lawson and Connie D. Lawson, his wife;

hereinafter referred to as "Purchaser", whose address is 832 Dunreath, Walled Lake, MI 48088.

Witnesseth:

1. Seller Agrees: (a) To sell and convey to Purchaser land in the County of Oakland Michigan, consisting of A) City of Walled Lake B) Township of Commerce

A) T2N, R8E, Sec 34 E 200 FT of W 435 FT of S 200 FT of that part of E 1/2 of NW 1/4 lying NLY of GRR R/W B) T2N, R8E, Sec 34 W 200 FT of E 425 FT of that part of W 1/2 of NE 1/4 of NW 1/4 lying NLY of GRR R/W EXC N 928 FT, also EXC SLY 200 FT

The EASTERLY line of the above described parcel is the WESTERLY line of the parcel conveyed in the Land Contract recorded in Liber 7946, Page 397 of plats, Oakland County.

Tax Item No. 17-34-126-004 and 17-34-126-008.

together with all tenements, hereditaments, improvements, and appurtenances, including any lighting or plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and a certain refrigerator, a certain stove and a certain riding lawnmower

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land

(b) That the full consideration for the sale of the land to Purchaser is: Forty Five Thousand

(c) \$45,000.00 dollars, of which the sum of Five Thousand

is \$5,000.00 dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Forty Thousand

is \$40,000.00 dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of ten (10%) percent per annum while Purchaser is not in default, such additional purchase money and interest is to be paid in monthly installments of Three Hundred Seventy Five (\$375.00) dollars each, or more at Purchaser's option, on the 15th day of each month, beginning August 15, 1983; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within 15 years from the date hereof, anything herein to the contrary notwithstanding; see clause 3 K for additional terms of agreement.

(d) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(e) To deliver to Purchaser as evidence of title, at Seller's option, either an owner's policy of title insurance covering the land, and furnished by Seaver Title Company, or a certified copy of the plat of the land, to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

2. Purchaser Agrees: (a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto (c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority

(d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon or otherwise diminish the value of Seller's security, without the written consent of Seller

(e) To pay all taxes and special assessments in respect levied on the land before and promptly for non-payment attaches thereto, and submit receipts to Seller upon request as evidence of payment thereof, and also a bill times in keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid

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Description of Land
2
1.00

Terms of Payment

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's Duties

Maintenance of Premises

To Pay Taxes and Keep Premises Insured

FORM 11

3092

JUL 1 1983

700

JULY 16 83

8413 180

Alternate Payment Method
Insert amount if advance monthly installment method of tax and insurance payment is to be adopted
Acceptance of Title and Premises
Mortgage by Seller
Encumbrances on Seller's Title
Non-payment of Taxes or Insurance
Disposition of Insurance Proceeds
Assignment by Purchaser
Possession
Right to Forfeit
Acceleration Clause
Notice to Purchaser
Additional Clause

If an amount representing estimated monthly cost of taxes, special assessments and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted in Paragraph 2 (f) it shall be as in effect and the method of payment provided in Paragraph 2 (c) shall apply.

(1) To pay monthly, in addition to the monthly payment hereinbefore stipulated, the sum of \$15.00 Dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums which shall be credited by Seller on the stated fiscal balance owing on the contract. If Purchaser fails to pay the amount under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (f) above then due and before any penalty attaches, and shall notify Seller therefor to Purchaser upon demand. The amount so paid shall be added to the principal balance. The amount of the estimated monthly payment in this paragraph may be adjusted from time to time so that the amount received shall approximate the amount required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

(g) That he has examined a title insurance policy (commitment form) covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such title policy or abstract, or an owner's title policy issued pursuant to such commitment to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and is satisfied with any and all claims on account of any encumbrances on the land or on any encumbrances adjacent thereto.

3. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and interest not in excess of those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may put such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgage as hereinbefore provided. The consent obtained or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgage, except as to amendments which would increase the mortgage amount so one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payment of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 10 per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premium or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 10 per annum. This provision shall be effective only if Paragraph 2 (e) applies.

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance hereof.

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which constructive right shall cease and terminate after service of a notice of forfeiture of this contract. Deviation of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and convey and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and quit. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

(j) That any declarations, notices or orders necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States post office.

It is agreed upon and understood that an additional lump sum of Five Thousand (\$5,000.00) Dollars shall be paid by Purchaser to Seller prior to January 31, 1984. This sum is in addition to payments set forth in clause 1 B. Said payment shall be a reduction of principal only. Should payments not be made by the 25th of each month, an additional fee of \$5.63 per day beginning on the 26th of each month, shall be due and owing Seller by Purchaser over and above any prior obligations under this Contract. 30

JULY 16 83

1). It is agreed upon and understood that this Land Contract shall not be paid off in its entirety until the expiration of ten (10) years from the date of this contract.

URS 3413 100

Dower Rights

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment thereof.

Capacity of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation of Contract

The pronouns and relative words herein used are written in the masculine and singular, if, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legal heirs, successors and assigns of the respective parties.

Signatures

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

William E. Ziem
WILLIAM E. ZIEM

George A. Benjamin (L.S.)
GEORGE A. BENJAMIN

Susan H. Bell
SUSAN H. BELL

Barbara A. Benjamin (L.S.)
BARBARA A. BENJAMIN

William E. Ziem
WILLIAM E. ZIEM

Dale R. Lawson (L.S.)
DALE R. LAWSON

Susan H. Bell
SUSAN H. BELL

Cornie D. Lawson (L.S.)
CORNIE D. LAWSON

Individual Acknowledgment

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 27th day of June, 1983, before me appeared George A. Benjamin, Barbara A. Benjamin, Dale R. Lawson and Cornie D. Lawson, his wife to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires 19

Susan H. Bell
Notary Public, County, Michigan

Corporate Acknowledgment

STATE OF MICHIGAN
COUNTY OF

On this _____ day of _____ appeared _____ to me personally known, who being by me sworn, did (1) say that (2) _____

of _____ the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said _____

acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 19

Note: If more than one affixes acknowledges insert at (1) "each for himself," and (2) "they are respectively."

William E. Ziem
Notary Public, District No. 44
My Comm. Expires Feb. 12, 1985

Notary Public, County, Michigan

Instrument Dated by: William E. Ziem, Esq.

Business Address: 2410 South Commerce

Galien Lake, MI 48088

When recorded, return to drafter

RECORDED
JUL 27 1983
5-20-83
SUSAN H. BELL

NOV 28 83

FORM 8533 REV. 81



PHILIP R. SEAVER TITLE COMPANY, Inc.

FORM OF LAND CONTRACT

7133

This Contract, made this 22nd day of November 1983

between Fred Felty, Jr. and Linda Felty, his wife

hereinafter referred to as "Seller", whose address is 225 Jablo Street Cocoa, Florida

and Plas-Han Co., a Michigan Limited Partnership

hereinafter referred to as "Purchaser", whose address is 901 Benstein Road, Walled Lake, MI

Seller's:

1. Seller Agrees:

City of Walled Lake

(a) To sell and convey to Purchaser land in the Township of Commerce

County of Oakland

Michigan, described as:

Part of the NW 1/4 of Sec. 34 T2N, R0E, Commerce Twp., Oakland County, Michigan, described as beginning at a point which is S. 924 feet along the W 1/8 line of Sec. 34, being in the center line of Ladd Road, and S 89° 36' E 433.85 feet from the W 1/8 corner on the N line of said Sec. 34; thence continuing S 89° 36' E 224.40 feet; thence S 0° 19' W 163 feet to the N. line of the Grand Trunk Railroad right of way; thence S 78° 25' 30" W along the N line of said right of way 229.32 feet; thence N 0° 19' E 210.65 feet to the point of beginning. Together with a 30 feet right of way for ingress and egress from above described property to Ladd Road said right of way being described as beginning at the NW corner of first above described parcel; thence S along W line of said parcel 30 feet thence N 89° 36' W 400.85 feet to the E line of Ladd Road; thence N along said E line, 30 feet; thence S 89° 36' E 400.85 feet to point of beginning. Tax Item No. 17-34-126-005 8247-34-126-009 land, together with all interests, easements, improvements, and appurtenances, including any lighting or plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and

now on the land, subject to any applicable building and use restrictions and to any mortgages affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

Thirty-Three Thousand Three Hundred and No/100 (\$33,300.00) dollars, of which the sum of

Seven Thousand Five Hundred and No/100 (\$7,500.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which

is hereby acknowledged, and the additional sum of Twenty-Five Thousand Eight Hundred and No/100

(\$25,800.00) dollars is to be paid to Seller, with interest on any part thereof as any time unpaid at the rate of seven per cent per annum while Purchaser is in default, and at the rate of seven per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of One Hundred Sixty and No/100 (\$160.00) dollars each, or more at Purchaser's option, on the 1st day of each month, beginning December 15, 1983;

such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within SEVEN years from the date hereof, anything herein to the contrary notwithstanding.

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to above-mentioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title at Seller's option, either an owner's policy of title insurance or abstract of title covering the land, and furnished by the effective date of this policy or certification of title of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

2. Purchaser Agrees:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or diminish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings hereon hereafter on the land insured against fire and damage in marine and in an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

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11-28-83

Terms of Payment

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's Duties Maintenance of Premises

To Pay Taxes and Keep Premises Insured

FORM 11

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NOV 28 1983

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NOV 28 1983

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LEON 8592 PAGE 82

Alternate Payment Method

Insert amount if advance monthly installment method of tax and insurance payment is to be adopted

Acceptance of Title and Premises

Mortgage by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Disposition of Insurance Proceeds

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clause

If an amount representing estimated monthly cost of taxes, special assessments and insurance is inserted in Paragraph 2 (I), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (I) shall be of no effect and the method of payment provided in Paragraph 2 (J) shall apply.

(I) To pay monthly in addition to the monthly payment heretofore stipulated, the sum of

(K) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the mortgage. If Purchaser is in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (K) above within 10 days before any penalty attaches, and submit receipts thereof to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

(L) That he has examined the title insurance policy, contract and abstract covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such title policy or abstract, or an owner's title policy issued pursuant to such commitment, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence hereto contained.

(M) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any adjoining adjacent thereto.

J. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned undelivered, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting after which Purchaser's rights shall be subordinated to such mortgage or mortgages as heretofore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in the manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided hereto.

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at % per annum on payments so made. If proceeds are commingled to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior in the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or insurance and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at % per annum. This provision shall be effective only if Paragraph 2 (K) applies.

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

(f) That the Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof until so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession, only, which constructive possession shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

(g) That should Purchaser fail to perform this contract or any part thereof, Seller (immediately after such default) shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without provision and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of ninety-five (95) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That there shall be deemed to be of the essence of this contract.

(j) That any declaration, notice or power necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and received for in writing by Seller, and such envelope was deposited in the United States government mail.

(k) The Purchaser shall pay a balloon payment in the amount of \$2,500.00 to Sellers on or before three years from the date of the land contract, which sum shall be deducted from the principal balance at the time of payment.

(l) This land contract shall be paid in full seven years from the date hereof and Sellers make no representations to purchaser as regards the possibility of financing at the time the final balloon payment is

NOV. 28 83

1983 NOV 28 83

(M) The parties agree that this is a third land contract and purchaser may pay the underlying land contract monthly payments and deduct said amounts from the monthly payment required by the terms hereof.

Dower Rights

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

Capacity of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation of Contract

The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The provisions herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signatures

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

Barbara Jean Fox
Barbara Jean Fox

Fred Felty, Jr. (U.S.)
FRED FELTY, JR.

Evelyn Felty
Evelyn Felty

Linda Felty (U.S.)
LINDA FELTY

Michael W. Reeds
Michael W. Reeds

Gerald Plas (U.S.)
GERALD PLAS, General Partner
Plas-Han Co., a Michigan
Limited Partnership. (U.S.)

Susan R. Worth
Susan R. Worth

Individual Acknowledgment

STATE OF MICHIGAN
COUNTY OF Oakland

On this 22nd day of November 1983 before me appeared Gerald Plas, General Partner, Plas-Han Co., a Michigan Limited Partnership to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires June 27, 1987

Susan R. Worth
SUSAN R. WORTH
Notary Public, Oakland County, Michigan

Individual Acknowledgment

STATE OF FLORIDA
COUNTY OF BREVARD

On this 15th day of November 1983 before me appeared Fred Felty, Jr. and Linda Felty, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires September 11 1987

Barbara Jean Fox
Barbara Jean Fox
Notary Public, BREVARD County, FLORIDA

Drafted by and return to: Michael W. Reeds
1038 East West Maple Road
Walled Lake, Michigan 48088

e-recorded

LIBER: 38452 PAGE: 1

0289867

LIBER: 38452 PAGE: 001
\$65.00 MORTGAGE
\$4.00 REMONUMENTATION
11/30/2006 05:06:08 P.M. RECEIPT# 0134945
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

MORTGAGE

2390859

7279638103

Return To:
Sharyn Leiby
Puttken Loans Inc.
20355 Victor Parkway
Livonia, MI 48150

10

Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

MTN 100039072796381038

A# 2400135

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated November 21, 2006 together with all Riders to this document.
- (B) "Borrower" is Dale R. Lawson and Connie D. Lawson, husband and wife

Borrower's address is 926 Ladd Rd, Walled Lake, MI 48390

Borrower is the mortgagor under this Security Instrument.

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3023 1/01

VMP -6A(MI) (0000)
Page 1 of 16

1211570762

VMP MORTGAGE FORMS - (800)521-7251



LIBER: 38452 PAGE: 2

7279638103

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.

(D) "Lender" is Quicken Loans Inc.

Lender is a Corporation organized and existing under the laws of the State of Michigan. Lender's address is 20555 Victor Parkway, Livonia, MI 48152

(E) "Note" means the promissory note signed by Borrower and dated November 21, 2006. The Note states that Borrower owes Lender One Hundred Forty Two Thousand and 00/100 Dollars (U.S. \$142,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2036.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify) Legal Attached

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

WALDEN-BANK (MI) 1000001

Page 2 of 16

Form 3023 1/01



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LIBER: 38452 PAGE: 3

7279638103

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County of Oakland :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 17-34-126-008, 17-34-126-004 which currently has the address of
926 Ladd Rd [Street]
Walled Lake [City], Michigan 48390 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

2006-BA(MI) 10006

Page 3 of 16

Initials: *[Signature]*

Form 3023 1/01



LIBER: 38452 PAGE: 4

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

SA(MI) (0005)

Page 4 of 15

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Form 3023 1/01



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LIBER: 38452 PAGE: 5

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(c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

2008-5A(MI) 0000

Page 6 of 15

1/1/01

Form 3023 1/01



LIBER: 38452 PAGE: 6

7279638103

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

2006-6A(MI) 100061

Page 6 of 15

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Form 3023 1/01



LIBER: 38452 PAGE: 7

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work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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Page 7 of 15

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Form 3023 1/01



LIBER: 38452 PAGE: 8

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

2006-6A(MI) (0005)

Page 8 of 15

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Form 3023 1/01



LIBER: 38452 PAGE: 9

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower cures such a default and, if

GA(MI) (0008)

Page 9 of 15

Form 3023 1/01



LIBER: 38452 PAGE: 10

7279638103

acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly

GA (M) 100028

Page 10 of 15

Initials: *MP*

Form 3023 1/01



LIBER: 38452 PAGE: 11

7279638103

notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

LAO -CA(MI) (0005)

Page 11 of 15

Initials:

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Form 3023 1/01



LIBER: 38452 PAGE: 12

7279638103

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any

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Page 12 of 15

Form 3023 1/01



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LIBER: 38452 PAGE: 13

7279638103

Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 15. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

GM 5A(MI) (0002)

Page 13 of 16

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[Handwritten initials]

Form 3023 1/01

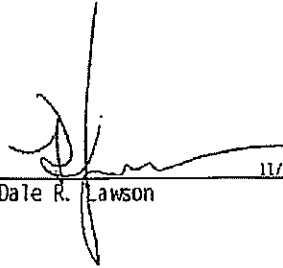


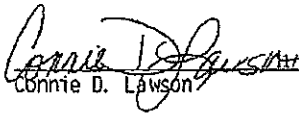
LIBER: 38452 PAGE: 14

7279638103

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


Date 11/21/2006 (Seal)
Dale R. Lawson -Borrower


11/21/2006 (Seal)
Connie D. Lawson -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

6243-6A(MI) (0005)

Page 14 of 15

Form 3023 1/01



LIBER: 38452 PAGE: 15

7279638103

STATE OF MICHIGAN,

Oakland

County ss:

The foregoing instrument was acknowledged before me this November 21, 2006
by Dale R. Lawson and Connie D. Lawson, husband and wife

My Commission Expires:

Rosemary Cusumano
Notary Public, ROSEMARY CUSUMANO
County, Michigan

This instrument was prepared by Tuere Johnson
Quicken Loans Inc.
20555 Victor Parkway
Livonia, MI 48152

ROSEMARY CUSUMANO
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires April 25, 2012
Acting in the County of *Monroe*

2000 - 6A (MI) (0006)

Page 16 of 16

Initials: *DL*

Form 3023 1/01



LIBER: 38452 PAGE: 16

EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number: 17-34-126-008

Tax ID Number: 17-34-126-004

Land situated in the City of Walled Lake in the County of Oakland in the State of MI

Land situated in the Township of Commerce in the County of Oakland in the State of MI

PARCEL A:

The East 200 feet of the West 435 feet of South 200 feet of that part of East 1/2 of the Northwest 1/4 lying Northerly of Grand Trunk Railroad right-of-way, Town 2 North, Range 8 East, Section 34.

PARCEL B:

West 200 foot of East 425 feet of that part of West 1/2 of Northeast 1/4 of Northwest 1/4 lying Northerly of Grand Trunk Railroad right-of-way except the North 928 feet. Also except the Southerly 200 feet, Town 2 North, Range 8 East, Section 34.

Commonly known as: 926 Ladd Road, Walled Lake, MI 48390

APRIL 5 1984

WR 8634 PAGE 815

GRANT OF EASEMENT

8-1 33819

26/9
① #

KNOW ALL MEN BY THESE PRESENTS: That Plas-Han Co., a Michigan limited partnership, the address of which is 201 Beretola Road, Walled Lake, Michigan, sometimes hereinafter referred to as Grantor, for a consideration of the sum of \$ 2,500.00, paid to it by RALPH SCOTFIELD, whose address is 5494 Putnam, West Bloomfield, Michigan, sometimes hereinafter referred to as Grantee, does hereby grant to said Ralph Scofield an easement to construct, operate, maintain, repair and/or replace a sanitary sewer across and through the northerly 15' of the easterly 200', except the portion occupied by a presently existing residential building, of part of the 1/4 of Sec. 34, T 2 N, R 2 E, Commerce Twp., Oakland County, Michigan, described as beginning at a point which is S 924 feet along the W 1/8 line of Sec. 34, being in the center line of Ladd Road, and S 89° 36' E 433.85 feet from the W 1/8 corner on the N line of said Sec. 34; thence continuing S 89° 36' E 224.40 feet; thence S 0° 19' W 163 feet to the N line of the Grand Trunk Railroad right of way; thence S 78° 25' 30" W along the N line of said right of way 229.32 feet; thence N 0° 19' E 210.65 feet to the point of beginning.

FURTHER, Grantor grants to Grantee a temporary easement which shall terminate 120 days from date hereof covering the southerly 20' of the northerly 35' of the E 200' of the above described parcel, except for the portion occupied by an existing dwelling and an area extending 6' from the exterior walls of such building, such temporary easement to also give Grantee the right to take materials and equipment around the southerly side of said residential structure.

The grant of this easement is further conditioned and subject to the agreements hereinafter stated:

- A. The sewer to be constructed by Grantee shall be for services of not more than an area of 100 acres owned or to be owned or controlled by Grantee and his associates and shall be of a diameter of 4" unless governmental regulations require a larger diameter, but in no event more than 10" in diameter. Grantor may tap into the catch basin.
- B. All costs in connection with construction, installation, operation, and maintenance of the easement facilities shall be borne by Grantee.
- C. Grantee shall restore the surface of the property covered by both the permanent and temporary easements after Grantee's installation is complete, shall promptly repair any damage to the residential building that may be caused by Grantee's activities, and shall continually maintain the area of the permanent easement from any damage that may be caused by settling or otherwise from the installation of the sewer. Easement will not be used for ingress or egress except for the purposes contemplated hereby. *INSTALLATION OF SEWER REPAIR*
- D. Grantor is the holder of land contract purchaser's interest in the subject land and makes no warranties, express or implied, as to the title and to suitability of the subject land for the purpose of this easement, and shall be held harmless by Grantee for any cost, obligation, or expense which might be incurred by Grantor by reason of the granting of this easement.

Dated: March 24, 1984

Signed in the Presence of
[Signature]
Notary Public, Oakland County, Michigan

By: *[Signature]*
Gerald Plas, General Partner
PLAS-HAN CO.

STATE OF MICHIGAN
COUNTY OF Oakland
REAL ESTATE *
TRANSFER TAX *
\$ 02.75 *
SS.

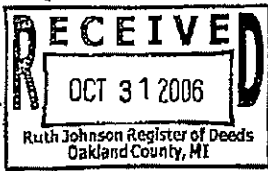
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MAY 5 9 38
MAY 10 1984
MICHIGAN
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this 24th day of March, 1984, by Gerald Plas, General Partner of Plas-Han Co., a Michigan limited partnership, on behalf of the partnership.

My Commission Expires: 8/9/87
Notary Public, Oakland County, Michigan

The undersigned Grantee hereby accepts and agrees to the terms and conditions stated in the above Grant of Easement.
[Signature]
RALPH SCOTFIELD

Drafted by: Royal E. Thompach, Attorney-at-Law, Suite 1880, 333 West Fort Blvd., Detroit, Michigan 48226
AG+VAA TO PAUL A. WIDA
3820 W. HOPKIN
TROY MI 48060



LIBER 38325 PG 008

266942
LIBER 38325 PAGE 8
\$16.00 MISC RECORDING
\$4.00 REDEMPTION
10/31/2006 03:16:37 P.M. RECEIPT# 123305

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

CLAIM OF LIEN (CONSTRUCTION LIEN)

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

Notice is hereby given that on the 18th day of July, 2006, Cadillac Asphalt, LLC., whose address is 51777 W. 12 Mile Rd., Wixom, MI 48393, first provided labor and/or material for an improvement to the following described property: Town 2 North, Range 8 East, Section 34 that part of Following described Parcel lying in City of Walled Lake part of Northwest 1/4 Beginning at Point Distant South 924 feet from Northwest corner of Northeast 1/4 of Northwest 1/4, thence South 89 deg 36 min 00 sec East 233.85 feet, thence South 00 deg 19 min 00 sec West 107.05 feet, thence South 88 deg 57 min 00 sec West 233.29 feet to Center Line of Ladd Road, thence North 112.96 feet to Beginning. 0.19 ACRES. Parcel ID #17-34-126-010 920 Ladd - City of Walled Lake

The owner or lessee of said property is Dale Royal Lawson.

(Name of owner or lessee from notice of commencement if notice was provided; or from other source of title data)

The name and address of the party with whom the lien claimant has a contract: H. G. Sartor P.O. Box 543, Walled Lake, MI 48390.

The last day of providing the labor and/or material was the 28th day of July, 2006.

To be completed by a lien claimant who is a contractor, sub-contractor, or supplier:

The lien claimant's contract amount, including extras, is: \$6,872.51.

The lien claimant has received payment thereon in the total sum of: \$0.00.

AND THEREFORE CLAIMS A CONSTRUCTION LIEN UPON THE ABOVE-DESCRIBED REAL PROPERTY IN THE AMOUNT OF: (\$6,872.51) Six thousand eight hundred seventy two & 51/100 DOLLARS, PLUS ADDITIONAL TIME-PRICE DIFFERENTIAL OR FINANCE CHARGE TO DATE ON WHICH PAYMENT IS MADE.

Date: October 30, 2006

NAME OF LIEN CLAIMANT:
ADDRESS OF PARTY SIGNING CLAIM OF LIEN:

Cadillac Asphalt, LLC.
51777 W. 12 Mile Rd.
Wixom, MI 48393

SIGNATURE OF CLAIMANT, AGENT OR ATTORNEY:
(Print Name Beneath Signature)

Lori Gonja, Agent for Cadillac Asphalt, LLC.

Subscribed and sworn to before me by: Lori Gonja
Agent for Cadillac Asphalt, LLC.
On the 30th day of October, 2006

Steven J. Ross, Notary Public OAKLAND County, Michigan
Acting in Oakland County
My commission expires: January 29, 2013

Lori Gonja, Agent
DRAFTED BY AND RETURN TO:
Cadillac Asphalt, LLC.
51777 W. 12 Mile Rd.
Wixom, MI 48393

OK-G.K.

IBER38325 pg009


PROOF OF SERVICE OF NOTICE OF FURNISHING

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss

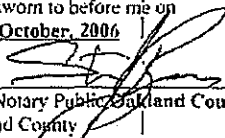
Lori Gonia, a person of suitable age and discretion, as the duly authorized agent for Cadillac Asphalt, LLC, 51777 W. 12 Mile Rd., Wixom, MI 48393, being first duly sworn in accordance with the law, deposes and says:

That on the 30th day of October, 2006 he/she mailed a Notice of Furnishing (a true and exact copy of which is attached hereto) by U.S. Certified Mail and with postage fully prepaid thereon to the following persons(s) with the certified number as indicated:

<u>Addressee and Address</u>	<u>Certified Number</u>	<u>Party Designation</u>
Dale Royal Lawson 926 Ladd Walled Lake, MI 48390-3028	7005 3110 0001 2062 5436	Owner
H. G. Sartor P.O. Box 543 Walled Lake, MI 48390	7005 3110 0001 2062 5429	Contractor



Lori Gonia, Agent for:
Cadillac Asphalt, LLC.

Subscribed and sworn to before me on
the 30th day of October, 2006


Steven J. Ross Notary Public, Oakland County, Michigan
Acting in Oakland County
My commission expires: January 29, 2013

NOTICE OF FURNISHING P60 1.0

TO: Dale Royal Lawson
926 Ladd
Walled Lake, MI 48390-3028
(Name and Address of owner.)

Please take notice that the undersigned is furnishing to (Name & Address of other contracting party):

Name: H. G. Sartor
Street Address: P.O. Box 543
City, State, Zip code: Walled Lake, MI 48390


Certain Labor or material for: **Building Materials**

In connection with the improvement of the real property described by the notice of commencement,²a copy of which is attached or which is recorded in Oakland County records or a copy of the legal description of the real property subject to this lien is attached hereto.

SEE BELOW

WARNING: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENT TO YOUR PROPERTY.
Town 2 North, Range 8 East, Section 34 that part of Following described Parcel lying in City of Walled Lake part of Northwest 1/4 Beginning at Point Distant South 924 feet from Northwest corner of Northeast 1/4 of Northwest 1/4, thence South 89 deg 36 min 00 sec East 233.85 feet, thence South 00 deg 19 min 00 sec West 107.05 feet, thence South 88 deg 57 min 00 sec West 233.29 feet to Center Line of Ladd Road, thence North 112.96 feet to Beginning. 0.19 ACRES.

Name of Lien Claimant: Cadillac Asphalt, LLC.
Street Address: 51777 W. 12 Mile Rd.
City, State, Zip code: Wixom, MI 48393


By: Lori Gonia, Agent
(Name & capacity of party signing for lien claimant)
Date: October 30, 2006

¹ If no designee is named in the Notice of Commencement, use owner or lessee named. If no notice of commencement recorded or given, use name and address from County records.

² If liber and page of recording are not available, a copy of the Notice of Commencement may be attached. If no Notice of Commencement is available or if legal description therein is not correct, a correct legal description should be attached.

³ Notice of Furnishing is required to be provided to the General Contractor, if any, as named in the Notice of Commencement.