



Real Estate Department

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

Date: May 8, 2017  
To: Records Center  
  
From: Margaret Wessel Walker  
[mwalker@itctransco.com](mailto:mwalker@itctransco.com)  
Real Estate  
  
Subject: Vegetation Management Easement  
Parcel ID: **17-34-202-004**  
BW 1311

Attached are papers related to the acquisition of a Vegetation Management Easement dated May 6, 2013 to International Transmission Company (ITC) from Ashley Chynoweth, FKA Ashley Ponke, whose address is 390 Wellsboro, Walled Lake, MI 48390.

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

The easement consideration was **\$22,500.00**

The acquisition was negotiated by Land Matters, LLC.

Please incorporate into Right of Way File No.: **T72810** and cross reference ROW#: **R4802**

Attachment (s)

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

**VEGETATION MANAGEMENT EASEMENT**

On 4 May 6, 2013 for good and valuable consideration, the receipt of which is hereby acknowledged, Ashley Chynoweth, formerly known as Ashley Ponke, a woman ("Grantor") whose address is 390 Wellsboro Street, 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. **Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Grantor's Land. To the extent this Easement grants rights and privileges to either Grantor or Grantee not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.

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.

*(Handwritten initials)*

*(Handwritten initials)*


2013 MAY 13 AM 10:27

OK - AN

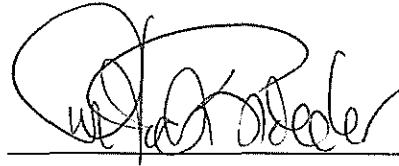
6. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

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**

  
\_\_\_\_\_  
Ashley Chynoweth

Acknowledged before me in Oakland County, Michigan, on this 08 day of May, 2013,  
by Ashley Chynoweth, a woman.

  
\_\_\_\_\_

Deborah S. Poeder, Notary Public  
Ottawa County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 12-25-14

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

EXHIBIT "A"

DESCRIPTION OF "GRANTOR'S LAND," "GRANTOR'S PARCEL,"  
"EASEMENT AREA" AND "EASEMENT DESCRIPTION"

GRANTOR'S LAND/GRANTOR'S PARCEL

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

Lot 75, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plats, Page 35, Oakland County Records.

17-34-302-004

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 N75°12'45"E 201.31 feet; thence N75°11'14"E 858.28 feet to the POINT OF ENDING of said line.

More commonly known as: 390 Wellsboro Street, Walled Lake, Michigan 48390

Parcel ID: 17-34-202-004

pts



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. 63-10119581-SCM

## TITLE INFORMATION REPORT

### DESCRIPTION OF REAL ESTATE

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

Lot 75, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plats, Page 35, Oakland County Records.

Re: 390 Wellsboro Street, Walled Lake  
Tax Item No. 17-34-202-004

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Owner(s): Ashley Ponke

1. Mortgage in the original amount of \$140,000.00, and the terms, conditions and provisions contained therein, executed by Ashley Ponke to Interactive Financial Corporation dated July 5, 2007 and recorded August 1, 2007 in Liber 39418, Page 166.
2. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 520, Page 547 and in Liber 20 Miscellaneous Records, Page 405.
3. PAYMENT OF TAXES: Tax Parcel No.: 17-34-202-004  
2010 County Taxes are Not Examined  
2010 City Taxes 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 8, 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.

Friday, January 07, 2011

Examined By: Eliezer Kaplan

43-35

William O'Flaherty  
to  
Margaret O'Flaherty (his wife).

Warranty Deed, \$1.00 etc.  
Liber 520, Page 547, Deeds.  
Dated May 1, 1926.  
Acknowledged May 1, 1926.  
Recorded June 19, 1926.

Conveys land in the Township of Commerce, Oakland County, Michigan, described as Lot 28 of O'Flaherty's Lakeview Subdivision #1 located in Section 34, town 2 north, range 8 east, as recorded in Liber 43, Page 35, Oakland County Records.

Restrictions attached herewith are made a part hereof.

And as a further consideration for this contract and sale it is hereby agreed by and between the parties hereto that the following restrictions and conditions are made a part hereof, shall run with and forever bind the said land, and each and every said restrictions and conditions are made for the benefit of and may be enforced by the original owners of said plat or any of the owners or occupants of any of the lands mentioned in said subdivision or any municipal corporation within which the said lands may at any time lie, as follows:

Lots 28 to 182, inclusive, (excepting therefrom Lots 35, 36, 45 and 46 shall be used for residence purposes only and no more than one residence may be erected on any lot.

On Lots 28 to 46, inclusive, excepting Lots 35, 36, 45 and 46 and 147 to 182 inclusive, no residence shall be erected costing less than \$3000.00.

On Lots 47 to 65 and 113 to 146 inclusive, no residence shall be erected costing less than \$2000.00.

On Lots 66 to 112, inclusive, no residence shall be erected costing less than \$1000.00.

No part of any residence shall be erected within 20 feet of the front line of the lot, nor within 5 feet of the side line of the lots. Porches shall not be considered as part of the building, but is specifically provided that no porch or similar structure in front of the building shall be built extending to a greater width than 8 feet.

No temporary building shall be used for residence purposes.

Only inside sanitary toilets, properly constructed, shall be permitted.

~~No lot on this subdivision shall be occupied by any person of Negro, or Hebrew extraction.~~

The following clause should be inserted immediately after the description of the property to be conveyed, namely.

"Also the perpetual use over a parcel of land 45 1/2 feet in width off the east side of Lot 15 of Block 2, according to the plat of the Village of Walled Lake, Oakland County, Michigan, in common with all the other owners and occupants of said subdivision known as O'Flahertys Lakeview Subdivision No. 1 for the purpose of passing on foot to and from the waters of Walled Lake.

43-35  
164480

1088921 ME 453  
DECLARATION OF RESTRICTIONS

DATE: 03-24-73

ACKNOWLEDGED:

RECORDED:

LITER: PAGE

Real Management Management Company  
Owner: Parcel 5

Franklin Miller and Cynthia Weiser, his wife  
Owner: Parcel 5

5-C-1  
Publications, Inc.  
Owner: Parcel 5

AS TO:

Lot 29 and 30, Plat of O'Flaherty's Lake View  
Subdivision No. 1, as recorded in Liber 43, Page  
35 of Plats, Oakland County Records. SEE ATTACHED  
LEGAL DESCRIPTION.

THIS DECLARATION made this 24<sup>th</sup> day of March, 1973, by and between  
the undersigned hereinafter referred to as "OWNERS"  
WHEREAS, the undersigned are the Owners in fee simple of all the parcels  
of land hereinafter described, and  
WHEREAS, the undersigned have collectively become proprietors of the  
Premises described as  
Lot 29 and 30, Plat of O'Flaherty's Lake View  
Subdivision No. 1, as recorded in Liber 43, Page  
35 of Plats, Oakland County Records.

AND WHEREAS, it is the purpose and intention of this declaration that all  
of the parcels of the lots shall be conveyed, mortgaged or encumbered by the  
OWNERS, subject to reservations, easements, building and use restrictions,  
provided to establish a general plan of uniform restrictions in respect  
to said lots, and to insure the commercial purposes, and to secure to each  
lot owner full benefits and enjoyment of his parcel, and to preserve the general  
character of the lots.

IT IS HEREBY DECLARED that the following general restrictions are con-  
veyed running with the land, binding on the heirs, personal representatives,  
successors and assigns of the OWNERS and the CHARITIES of all individual parcels  
in said lots for the time limited to this instrument.

USES OF PROPERTY

1. COMMERCIAL LOTS: All parcels in said lots shall be known and de-  
scribed as business or commercial lots.
2. PARCEL SIZE: No parcel shall be reduced in size by any method wher-  
soever without the prior written consent of all the OWNERS or their duly  
authorized representatives.

This document is subject to a preliminary, final or  
intermediate order of the court, and the court may  
cancel such restrictions without any further notice.

1088921 ME 454  
MAINTENANCE

3. REFUSE AND STORED MATERIALS: No parcel shall be used or maintained  
as a dumping ground or for outside storage for rubbish, trash, garbage or  
other materials.

4. WATER AND SEWER: The total water and sewer bills for the lots shall  
be divided equally among the OWNERS of said parcels, provided however, that  
each PARCEL OWNER may be excused from paying his share if said PARCEL OWNER  
shall install and pay for his own water and/or sewer meters.

5. STRUCTURAL MAINTENANCE: The total cost of maintenance or replacement  
of the roof and other structural components of the building located on said  
lots shall be divided equally among all the PARCEL OWNERS, each paying 25%  
of the total cost, except in the event that said maintenance or repair arises  
out of the conduct of one of the PARCEL OWNERS, in which case said PARCEL  
OWNER shall bear the total cost of any maintenance or repair.

6. MAJOR IMPROVEMENTS: The cost of any major improvements to the build-  
ing shall be divided equally among all the PARCEL OWNERS, provided said improve-  
ments shall benefit all the PARCEL OWNERS, each paying 25% of the total cost.

7. GENERAL MAINTENANCE: Lawn care, snow removal from the parking lots,  
resurfacing of parking lot, repainting of the parking lot and repainting of the  
building shall be performed at commercially reasonable intervals such that  
building shall be maintained in good repair and use in not impaired and that the premises be  
the general business purpose and use in not impaired and that the premises be  
maintained at all times in an attractive manner to further the business  
activities of the PARCEL OWNERS. Costs of said maintenance shall be shared  
equally among the PARCEL OWNERS, each paying 25% of the total cost.

8. INTERIORS AND LIGHT CLEAN-UP: Each PARCEL OWNER shall be responsible  
for the maintenance of the interior of his own parcel; window cleaning, sweeping  
sidewalks, snow removal on sidewalks and setting of sidewalks shall be the  
responsibility of each PARCEL OWNER.

9. COST OF MAINTENANCE: All the PARCEL OWNERS shall be assessed a monthly  
fee (assessment) which shall be based upon the annual cost of maintenance for  
the said building shared equally by the PARCEL OWNERS, and prorated on a  
monthly basis. Any PARCEL OWNER shall have the right to compel any other  
PARCEL OWNER to pay his pro-rata assessment as provided herein through any  
action at law or in equity.

OWNERS ASSOCIATION

10. OWNERS ASSOCIATION: There is hereby established the TRAIL PLAZA  
ASSOCIATION, a lot owner association, to consist of the owners of the parcels  
in said lots. Membership in the association shall be mandatory for each parcel  
owner and any successive owner of a commercial parcel in the described lots.  
Said TRAIL PLAZA ASSOCIATION shall be organized as a non-profit corporation  
for perpetual term under the laws of the STATE OF MICHIGAN. Such association  
shall also have powers and functions as set forth in its by-laws.

Transactions involving a mortgage, including a deed, are based on the date when the deed is recorded in the public records, not the date when the deed is signed or the date when the deed is filed with the county clerk.

8921 455

authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the provisions established by Michigan law. The Association, acting on behalf of all co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the parcel. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the co-owner in default and shall be secured by the lien on the unit. In the event of default by any co-owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to take possession of the parcel if the parcel is not occupied by the co-owner and to lease the parcel and collect and apply the rental therefrom.

16. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:  
(a) The notice of lien shall set forth the legal description of the parcel or parcels to which the lien attaches, the name of the co-owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.  
(b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.  
(c) The notice of lien shall be recorded in the office of the register of deeds in the County in which the parcel is situated and shall be served upon the delinquent co-owner by first class mail, postage prepaid addressed to the last known address of the co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

17. Upon the sale or conveyance of a parcel, all unpaid assessments against the parcel shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature - except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the parcel and (b) payments due under the first mortgage having priority thereto. A purchaser of a parcel is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the parcel and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the parcel be subject to any lien for any amounts in excess of the amount set forth in the written statement.

8921 455

The BOARD OF DIRECTORS shall elect a board of directors within thirty (30) days following the recording of these restrictions and such board shall proceed to adopt suitable by-laws for the government of the association.

ENFORCEMENT

12. ENFORCEMENT: Enforcement shall be by proceeding at law or inequity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to breach occurring prior to subsequent thereto.

LIENS

13. LIENS: The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of Eleven (11%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be personally liable for the payment of all assessments levied against the unit. Some assessed to a co-owner which are unpaid constitute a lien upon the parcel or parcels in the property owned by the co-owner at the time of the assessment before other liens except tax liens on the parcel in favor of any state or federal taxing authority and liens unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided hereafter in section 16 of this agreement have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each parcel owned by the co-owner shall be in the amount assessed against the parcel, plus a proportionate share of the total of all other unpaid assessments attributable to parcel no longer owned by the co-owner but which became due while the co-owner had title to the parcel. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Association on behalf of the other co-owners.

14. No co-owner shall be exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the parcels or by the abandonment of a parcel.

15. The Association may enforce collection of delinquent assessments by a writ at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the property, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosures of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedure to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the property, shall be deemed to have





**TICOR TITLE INSURANCE**

US# 1189176

91 083007

WARRANTY DEED - Statutory Form  
FORM 1071

KNOW ALL MEN BY THESE PRESENTS: That **MICHAEL A. ERY AND SHARON A. ERY, HUSBAND AND WIFE**  
 whose address is **398 WELLSBORO, WALLED LAKE, MI**  
 Convey(s) and Warrant(s) to **KEVIN L. MCCARTHY AND JANET L. MCCARTHY, HUSBAND AND WIFE**  
 whose address is **398 WELLSBORO, WALLED LAKE, MI**  
 the following described premises situated in the **CITY** of **WALLED LAKE**  
 County of **OAKLAND** and State of Michigan, to-wit:  
**LOT 75 OF O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF**  
**RECORDED IN LIBER 43 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS.**

43035

8492 REG/DEED FEE  
 0001 MAY/31/91 11:47AM  
 8947 DEED 7.00

8492 REG/DEED FEE  
 0001 MAY/31/91 11:47AM  
 8947 FMT FEE 3.00

for the full consideration of **SEVENTY EIGHT THOUSAND AND 00/100**  
**(\$78,000.00)**

subject to **BUILDING AND USE RESTRICTIONS AND EASEMENTS OF RECORD.**

8492 REG/DEED FEE  
 0001 MAY/31/91 11:47AM  
 8947 TRNF TX 85.00

Dated this **15th** day of **MAY** 19 **91**

Witnesses: Signed and Sealed

*Annette Howell* *Michael A. Ery* (L.S.)  
 ANNETTE HOWELL MICHAEL A. ERY

*Ken Rajna* *Sharon A. Ery* (L.S.)  
 KEN RAJNA SHARON A. ERY

STATE OF MICHIGAN }  
 COUNTY OF OAKLAND } (L.S.)

The foregoing instrument was acknowledged before me this **15th** day of **MAY** 19 **91**  
 by **MICHAEL A. ERY AND SHARON A. ERY, HUSBAND AND WIFE**

My commission expires *Annette Howell*  
**AUGUST 24, 1992** ANNETTE HOWELL  
 NOTARY PUBLIC - STATE OF MICHIGAN WAYNE County, Michigan  
 Prepared by **WILLIAM LAW** Address **33312 GRAND RIVER**  
**FARMINGTON, MI**

County Treasurer's Certificate	City Treasurer's Certificate
1 cc	88.00
5.29.91	

70%  
 2 1/2%  
 85.00  
 PM

Recording Fee 585.00 When recorded return to GRANTEE  
 State Transfer Tax 0-84532  
 P.N.T.I. Ins. No. 93 Send subsequent tax bills to \_\_\_\_\_  
 Tax Parcel No. 17-34-202-004

84532

(1) (1) - P.

OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

LIBER39414 PG323

JUL 18 2007

PATRICK M. DOHANY, County Treasurer  
Sec. 135, Act 206, 1893 as amended

1.00  
88

006694

168731  
LIBER 39414 PAGE 323  
\$10.00 DEED - COMBINED  
\$4.00 RECONUMENTATION  
\$1,204.00 TRANSFER TX COMBINED  
07/31/2007 12:02:18 P.M. RECEIPT# 79219  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That KEVIN L. MCCARTHY and JANET L. MCCARTHY, husband and wife, whose address is 29286 PERKINS ST LIVONIA Michigan 48154 ("Grantor").

Convey(s) and Warrant(s) to ASHLEY PONKE, a SINGLE woman, whose address is 390 WELLSBORO ST. WALLED LAKE, MICHIGAN 48390 ("Grantee").

The following described premises situated in the City/Township of Walled Lake, County of Oakland and State of Michigan:

LOT 75 OF O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED I LIBER 43 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS. 43035

COMMONLY KNOWN AS 390 WELLSBORO ST. WALLED LAKE, MICHIGAN 48390 PPN 17-34-202-004

for the full consideration of One hundred forty thousand and 00/100 (\$140,000.00) Dollars.

subject to easements, restriction and zoning ordinances of record, if any.

Dated this 05 day of JULY, 2007

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated contains may be used and are protected by the Michigan Right to Farm Act.

THE DRAFTER OF THIS DEED DOES NOT REPRESENT THE PARTIES TO THIS TRANSACTION. ALL PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO ACCEPTING OR SIGNING THIS DEED. PLEASE SIGN IN BLACK INK EXACTLY AS SHOWN.

GRANTORS:

*Kevin L. McCarthy*  
KEVIN L. MCCARTHY  
*Janet L. McCarthy*  
JANET L. MCCARTHY

STATE OF MICHIGAN REAL ESTATE  
OAKLAND TRANSFER TAX  
7/31/2007 \$154.00 CO  
79219 \$1,050.00 ST  
477487

RECEIVED  
JUL 30 2007  
Ruth Johnson Register of Deeds  
Oakland County, MI

CHECKING COMPLETED  
AT REGISTER OF DEEDS  
JUL 30 2007  
Ruth Johnson Register of Deeds  
Oakland County, MI

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

Subscribed, sworn to and acknowledged before me by KEVIN L. MCCARTHY and JANET L. MCCARTHY, husband and wife, this 05 day of JULY, 2007:

MATTHEW W. TURNER  
Notary Public, State of Michigan  
County of Monroe  
My Commission Expires May 6, 2011  
Acting in the County of OAKLAND

*Matthew W. Turner*  
MATTHEW W. TURNER, Notary Public  
MONROE County, Michigan  
acting in OAKLAND County  
My commission expires: 05.06.2011

O.K. - MH

IP  
CS  
LP

Return original after recording to Search2Close located at 2400 Corporate Exchange Drive, #200, Columbus, Ohio 43231.

Send subsequent tax bills to ASHLEY PONKE whose address is 390 WELLSBORO ST. WALLED LAKE, MICHIGAN 48390.

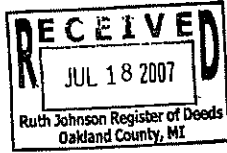
The preprinted portion of this deed was drafted by Grantee with assistance provided by Peter W. Joelson, Esq., of Joelson Rosenberg, PLC., 30665 Northwestern Hwy., Ste. 200, Farmington Hills, Michigan 48334 using information provided by Grantee. PETER W. JOELSON MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE ACCURACY, ADEQUACY, OR COMPLETENESS OF SUCH INFORMATION AND ALL PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO SIGNING OR ACCEPTING THIS DEED.

Recording Fee: \$  
Tax Parcel # 17-34-202-004

State Transfer Tax: \$  
County Transfer Tax: \$

7063962

LIBER 39418 PG 166



169503  
LIBER 39418 PAGE 166  
\$37.00 MORTGAGE  
\$4.00 REMONUMENTATION  
08/01/2007 09:01:42 A.M. RECEIPT# 79655  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

MORTGAGE

After Recording Return To:  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48098  
FINAL DOCUMENTS, MAIL STOP W-530-3

This instrument was prepared by:  
INTERACTIVE FINANCIAL CORP  
15470 S TELEGRAPH  
MONROE, MI 48161

V1 NBOD LOAN # 501540615

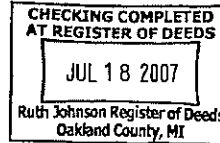
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DEFINITIONS

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 JULY 5, 2007, together with all Riders to this document.
- (B) "Borrower" is ASHLEY PONKE A SINGLE WOMEN AS HER SOLE AND SEPERATE PROPERTY.



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Borrower's address is 390 WELLSBORO  
WALLED LAKE, MI 48390.

Borrower is the mortgagor under this Security Instrument.

(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 INTERACTIVE FINANCIAL CORPORATION.

Lender is a CORPORATION,  
MICHIGAN.  
300, TROY, MI 48084.

organized and existing under the laws of  
Lender's address is 3250 W BIG BEAVER RD,

(E) "Note" means the promissory note signed by Borrower and dated JULY 5, 2007. The Note states that Borrower owes Lender \*\*\*\*\*ONE HUNDRED FORTY THOUSAND AND NO/100 \*\*\*\*\* Dollars (U.S. \$140,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2037.

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

MICHIGAN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
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Form 3023 1/01

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V1 MBCD LOAN # 501540615

(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
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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 [Type of Recording Jurisdiction] of OAKLAND [Name of Recording Jurisdiction]:

SITUATED IN THE CITY OF WALLED LAKE, COUNTY OF OAKLAND, STATE OF MICHIGAN, TO-WIT:

LOT 75 OF O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED I LIBER 43 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS.

COMMONLY KNOWN AS 390 WELLSBORO ST. WALLED LAKE, MICHIGAN 48390

PPN 17-34-202-004

430RS

which currently has the address of 390 WELLSBORO ST, WALLED LAKE,

[Street] [City]

Michigan 48390 ("Property Address"): [Zip Code]

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 interests 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.

BORROWER COVENANTS that Borrower is lawfully seised 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.

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V1 WBCD LOAN # 501540615

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; (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.

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V1 WBCD LOAN # 501540615

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.

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 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

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V1 WBCD LOAN # 501540615

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.

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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



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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).

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or 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 provided 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 can cure such a default and, if 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,

LIBER39418 PG 72

V1 NBOD LOAN # 501540615

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 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 futura 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 (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

LIBER39418 PG173

V1 MBCD LOAN # 501540615

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 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.

LIBER39418 PG174

V1 WBCD LOAN # 501540615

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.

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.

Ashley Ponke (Seal)  
ASHLEY PONKE

State of MICHIGAN

County of OAKLAND

The foregoing instrument was acknowledged before me this 05, JULY 2007 (date) by ASHLEY PONKE A SINGLE WOMAN AS HER SOLE AND SEPERATE PROPERTY

(name of person acknowledged).

Matthew W. Turner  
Signature of Person Taking Acknowledgment

Notary Public  
Title or Rank

MATTHEW W. TURNER  
Notary Public, State of Michigan  
County of Monroe  
My Commission Expires May 6, 2011  
Acting in the County of OAKLAND

Serial Number, if any

LIBER 39418 PG 175

*Exhibit A - Legal Description*

SITUATED IN THE CITY OF WALLED LAKE, COUNTY OF OAKLAND, STATE OF MICHIGAN, TO-WIT:

LOT 75 OF O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF  
RECORDED I LIBER 43 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS.

COMMONLY KNOWN AS 390 WELLSBORO ST. WALLED LAKE, MICHIGAN 48390

PPN 17-34-202-004

*AP*

(7063962.PFD/7063962/22)

JUNE 9 1980

7799 PAGE 234

PHILIP R. SEAVER TITLE COMPANY, Inc.

WARRANTY DEED—Statutory Form  
C.L. 1948, 845.131 M.S.A. 20.571

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 — (313) 338-7135  
32290 Five Mile Road / Ironia, Michigan 48151 / (313) 428-0700  
223 W. Grand River / Howell, Michigan 48843 / (817) 840-8989

46844

KNOW ALL MEN BY THESE PRESENTS: That Griesmer-O'Riley Company, a Michigan Co-Partnership  
whose address is 5541 Lakeview, Bloomfield Hills, MI 48033

Convey(s) and Warrant(s) to John A. Watson d/b/a Lumberjack Builders,  
whose address is 532 S. Lapeer Road, Lake Orion, MI 48035

the following described premises situated in the City of Walled Lake  
County of Oakland and State of Michigan, to wit:

Lot 75, O'Flaherty's Lake View Subdivision, as recorded in Liber 45 of Plats,  
Page 35, Oakland County Records

2/24

for the full consideration of Five Thousand Seven Hundred Fifty and 00/100 (\$5,750.00)  
subject to all encumbrances and restrictions of record

55 JUN 9 PM 2 27

Dated this 21st day of May 1980

Witnesses:  
Roger E. Ferguson  
Roger E. Ferguson  
Karen Bolley  
Karen Bolley

Blended and Beaslet  
Griesmer-O'Riley Company  
A Michigan Co-Partnership  
By: Donald H. Griesmer (L.S.)  
Donald H. Griesmer

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 21st day of May 1980  
by Donald H. Griesmer, Griesmer-O'Riley Co. A Michigan Co-Partnership  
My commission expires August 12, 1980  
Roger E. Ferguson  
Notary Public, Oakland County, Michigan

Instrument created by: Roger E. Ferguson Business Address: 532 S. Lapeer Rd., Lake Orion, MI 48035

County Treasurer's Certificate  
I HEREBY CERTIFY that there are no  
liens or claims of any kind against  
this instrument and the same is  
correctly recorded in the public  
records of the State of Michigan.

City Treasurer's Certificate  
STATE OF MICHIGAN  
REAL ESTATE TRANSFER TAX  
Dept. of Taxation  
\$ 0 8 00

Recording Fee: 63.00 When recorded return to: Granted

State Transfer Tax: 6.60 Send subsequent tax bills

Tax Parcel: 17-34-202-004 16829.00

OCTOBER 6 1981



LIBER 8088 PAGE 756  
PHILIP R. SEAVER TITLE COMPANY, Inc.

WARRANTY DEED—Statutory Form  
C.L. 1946, §§151 M.S.A. 24.571

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 — (313) 636-7138  
32280 Five Mile Road / Livonia, Michigan 48151 / (313) 428-8700  
223 W. Grand River / Howell, Michigan 48843 / (517) 948-8324

81 77905

KNOW ALL MEN BY THESE PRESENTS: That John A. Watson and Patricia D. Watson, his wife

whose address is 532 S. Lapeer Road, Lake Orion, MI 48035

Convey(s) and Warrant(s) to Jon T. Joyce and Margo Joyce, his wife

whose address is 390 Wellsboro, Walled Lake, MI 48088

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

Lot 75, O'Flaherty's Lake View Subdivision, No. 1  
as recorded in Liber 43 of Plats, Page 35,  
Oakland County Records.

Bidwell #17-34-202-004

for the full consideration of Forty Five Thousand and 00/100 (\$45,000.00) Dollars  
subject to all easements and restrictions of record.

Dated this 25th day of September 1981

Witness:

Signed and Sealed:

*[Signature]*  
Les Brown  
*[Signature]*  
Karen Bolley

*[Signature]*  
John A. Watson (L.S.)  
*[Signature]*  
Patricia D. Watson (L.S.)  
*[Signature]*  
Daniel Wayne Hoover (L.S.)  
Notary Public

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 25th day of September 1981  
by John A. Watson and Patricia D. Watson, his wife

My commission expires  
May 12, 1984

Daniel Wayne Hoover  
Notary Public Oakland County, Michigan

Instrument Shafled by Karen Bolley Business Address 532 S. Lapeer Road, Lake Orion, MI 48035

MICHIGAN COUNTY TREASURER'S CERTIFICATE  
10-6-81 \$1,000  
1.00  
10-6-81 \$1,000  
MICHIGAN COUNTY TREASURER

City Treasurer's Certificate

A STATE OF MICHIGAN REAL ESTATE TRANSFER TAX  
Dept of 917-681  
Taxation 48.50  
RD.10889

Recording Fee \$3.00  
State Transfer Tax \$49.50

When recorded return to Brighton State Bank  
300 W. North St., Brighton, MI 48116

Send subsequent tax bills to Granlan

Tax Parcel # 17-34-202-004

FORM 8

22754 LA OCT 06 1981

OCT 2 84

N 43934

148797 RDE 96

81 105966

Form 501 8-75

Lawyers Title Insurance Corporation

WARRANTY DEED - Notary Public  
C.L. 1948, 565.151 M.S.A. Jo 571

KNOW ALL MEN BY THESE PRESENTS That JON T. JOYCE and MARGO JOYCE, his wife  
also known Margo R. Joyce  
whose address is 390 Wellsboro, Walled Lake, Michigan

Convey(s) and Warrant(s) to MICHAEL A. FRY AND SHARON A. FRY, his wife

whose address is 28429 Berkshire, Southfield, Michigan

The following described premises situated in the City of Walled Lake  
County of Oakland and State of Michigan, to-wit:

Lot 7E Plat of O'Flaherty's Lake View Subdivision, as recorded  
in Liber 43 of Plats, Page 35, Oakland County Records.

Sidwell Tax #17-34-202-004

for the full consideration of Forty five thousand nine hundred (\$45,900.00)  
subject to Building and use restrictions of record.

CLERK OF DISTRICT COURT  
OAKLAND COUNTY, MICHIGAN

RECORDED  
OAKLAND COUNTY, MICHIGAN  
REGISTER OF DEEDS  
4-30-85

Dated this 20th day of July 1984

1984

Witnesses:

Signed and Sealed:

Cindy Thomas  
Cindy Thomas

Jon T. Joyce (L.S.)

Donna L. Curtis  
Donna L. Curtis

Margo R. Joyce (L.S.)  
alpha Margo R. Joyce (L.S.)

STATE OF MICHIGAN  
COUNTY OF Oakland

(L.S.)

The foregoing instrument was acknowledged before me this 20th day of July 1984  
by JON T. JOYCE and MARGO JOYCE, his wife alpha Margo R. Joyce  
DONNA L. CURTIS  
Donna L. Curtis

My commission expires Notary Public, Macomb County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires January 10, 1987

Notary Public \_\_\_\_\_ County, Michigan  
Business Address 15775 Asbury Park, Detroit, MI 48227

Instrument Drafted by Wallace A. Colwell

County Treasurer's Certificate  
1.00  
10-1-84  
Recording Fee  
State Transfer Tax  
Tax Parcel #

City Treasurer's Certificate  
STATE OF MICHIGAN  
REAL ESTATE  
TRANSFER TAX  
\$ 50.60  
RETURN TO  
Lawyers Title Insurance Corporation  
3270 W. Big Rock Road, Troy, MI 48064  
Send subsequent tax bills to  
Curtis Donna L. Curtis  
N-43734

98210



JUNE 11 1980

QUIT CLAIM DEED  
STATUTORY FORM  
FOR INDIVIDUALS

LIBER 7801 PAGE 126

50 47434

KNOW ALL MEN BY THESE PRESENTS: That Donald H. Griesmer as Trustee under trust agreement dated March 16, 1972 for Donald H. Griesmer

whose street number and postoffice address is 3341 Lakeview Drive, Bloomfield Hills, Michigan 48013

Quit Claims to GRIESMER-O'RILEY COMPANY, a Michigan Co-Partnership

whose street number and postoffice address is 3341 Lakeview Drive, Bloomfield Hills, Michigan 48013

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

Lot 75, O'Flaherty's Lakeview Subdivision according to the plat thereof as recorded in Liber 43 of Plate, Page 35, Oakland County Records.

2.8  
34

RECORDED  
JUN 11 1980

This instrument is exempted from Michigan Property Tax under Section 5(3) Act. #134 of the P.A. of 1966 as amended by Act #67 of P.A. of 1969.

Dated this 6th day of June 19 80

Signed and Sealed in presence of

Signed and Sealed

Eileen P. Adair  
Eileen P. Adair  
Carol A. Gaudin

Approved H. Griesmer  
Donald H. Griesmer

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 6th day of June 19 80 by Donald H. Griesmer, Trustee under trust agreement dated March 16, 1972 for Donald H. Griesmer

Eileen P. Adair  
Eileen P. Adair  
Notary Public, Oakland County, Michigan

My Commission expires September 27, 19 83

\*Note: (1) Insert date (2) Insert name of person(s) acknowledged grantor(s) (3) Signature of person taking acknowledgment

Please note the following:

1. Marital status of each male grantor must be indicated.
2. The name of each person who signs this instrument shall be legibly printed, typewritten or otherwise written, with immediate knowledge beneath the signature of each person.
3. If the material act is performed outside the State of Michigan, the acknowledgment must show the date or date and hour and minute, if any, of the person taking the acknowledgment. The official seal of the person performing the material act outside the State of Michigan should be affixed to the deed.

Drafted by: W. D. O'Riley  
Business address: 2780 Rochester Rd. Troy, MI 48064

JUN 11 1980  
16529

3.00 Grantor?

JUNE 11 1980

QUIT CLAIM DEED  
STATUTORY FORM  
FOR INDIVIDUALS

LIBER 7801 PAGE 127

80 47435

KNOW ALL MEN BY THESE PRESENTS That Wilbert G. O'Rilley, Trustee under trust agreement dated October 18, 1971 for Wilbert G. O'Rilley whose street number and postoffice address is 5341 Lakeview Drive, Bloomfield Hills, MI 48013

Quit Claims to GRIMSMEY-O'RILLEY COMPANY, a Michigan Co-Partnership

whose street number and postoffice address is 3541 Lakeview Drive, Bloomfield Hills, Michigan 48013

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

Lot 75, O'Flaherty's Lakeview Subdivision according to the plat thereof as recorded in Liber 43 of Plate, Page 35, Oakland County Records.

28/34

RECORDED  
JUN 11 1980

This instrument is exempted from Michigan Property Tax under Section 5(j) Act #134 of the P.A. of 1966 as amended by Act #67 of P.A. of 1969.

Dated this 6th day of June 19 80

Signed and Sealed in presence of

Signed and Sealed

Eileen P. Adair  
Eileen P. Adair  
Carol A. Candella  
Carol A. Candella

Wilbert G. O'Rilley  
Wilbert G. O'Rilley

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 6th day of June 19 80 by (1) Wilbert G. O'Rilley, trustee under trust agreement dated October 18, 1971 for Wilbert G. O'Rilley

Eileen P. Adair  
Eileen P. Adair  
Notary Public, Oakland County, Michigan

My Commission expires September 27, 19 83

\*Note (1) Insert date (2) Insert name of person(s) acknowledged (grantor) (3) Signature of person taking acknowledgment

Please note the following:

1. Market value of each single parcel must be indicated.  
2. The name of each person who signs this instrument shall be legibly printed, typewritten or stamped upon this instrument immediately beneath the signature of such person.

3. If the initial act is performed outside the State of Michigan, the acknowledgment must show the date of this quit claim number, if any, of the county taking the acknowledgment. The official seal of the person performing the initial act outside the State of Michigan should be attached to the deed.

Drafted by W. G. O'Rilley  
Business address 2780 Rochester Rd,  
Troy, MI 48064

After recording return to  
Grantor

JUN 11 1980

3.00 \$  
16529