



Real Estate Department

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

Date: March 1, 2017  
To: Records Center  
From: Margaret Wessel Walker  
[mwalker@itctransco.com](mailto:mwalker@itctransco.com)  
Real Estate  
Subject: Vegetation Management Easement  
Parcel ID: 18-01-255-010  
BW 1244

Attached are documents related to the acquisition of a Vegetation Management Easement dated June 2, 2014 to International Transmission Company (ITC) from Nicholas B. Cappa, whose address is 2407 Avondale Street West, Sylvan Lake, MI 48320.

The easement was acquired for additional rights needed and located in Part of the NE ¼ of Section 1, West Bloomfield, Oakland County, MI (T2N R9E).

The consideration given for the aforementioned acquisition was \$1,425.19

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72811**

Attachment (s)

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

OAKLAND COUNTY  
REGISTER OF DEEDS

2014 JUN -5 PM 12:57

106283  
LIBER 47096 PAGE 676  
\$13.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
06/05/2014 12:57:57 P.M. RECEIPT# 52814  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### VEGETATION MANAGEMENT EASEMENT

On JUNE 2, 2014 for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Nicholas B. Cappa, a single man, of 2407 Avondale Street West, Sylvan Lake, Michigan 48320.

**Grantee** is: International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Land** is in the City of Sylvan Lake, County of Oakland and State of Michigan and is described as follows:

Lot 87, Sherwood Forest Subdivision No. 3, as recorded in Liber 175 of Plats, Pages 1 through 4, inclusive, Oakland County Records.

More commonly known as: 2407 Avondale Street West, Sylvan Lake, MI 48320

Parcel ID: 18-01-255-010

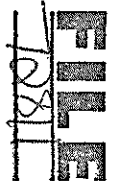
Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

**The Easement Strip** is within Grantor's Land, and is described as:

A strip of land beginning at the **Southeasterly** line of Grantor's Land and continuing to a line lying **75 feet Northwesterly** of, and parallel to, the centerline of the electric transmission structures currently located on or adjacent to Grantor's Land.

1. **Purpose:** The purpose of this Easement is to allow Grantee 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 Strip.

2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.



OK - LG

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 Easement Strip. To the extent this Easement grants rights and privileges to either party 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. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

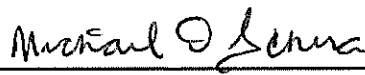
This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

**GRANTOR**

  
\_\_\_\_\_  
Nicholas B. Cappa

Acknowledged before me in OAKLAND County, Michigan, on this 2<sup>ND</sup> day of JUNE, 2014, by Nicholas B. Cappa, a single man.

**MICHAEL D. SCHIRA**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 17 2016.  
ACTING IN COUNTY OF

  
\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
OAKLAND County, Michigan  
Acting in OAKLAND County, Michigan  
My Commission Expires 5-17-2016

*Prepared by:*  
Patricia T. 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

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

NICK CARRA ("Owner") is the owner(s) of the property located at  
2407 AVONDALE SYLVAN LAKE OHIO County, Michigan. (the  
"Property");

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


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

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

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

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

Signed this 2 day of JUNE, ~~2015~~ 2014

OWNER:  
  
\_\_\_\_\_

5/30/2014

Nicholas Cappa

\*\*1,425.19

One Thousand Four Hundred Twenty-Five and 19/100\*\*\*\*\*

Nicholas Cappa  
2407 Avondale Street West  
Sylvan Lake, MI 48320

easement 1244

Nicholas Cappa  
2028 · Easement Acquisition

easement 1244 Bloomfield-Wixom

5/30/2014

1,425.19

ITC Chase Escrow      easement 1244

1,425.19

1751

Nicholas Cappa  
2028 · Easement Acquisition

easement 1244 Bloomfield-Wixom

5/30/2014

1,425.19

PAYMENT  
RECORD

ITC Chase Escrow      easement 1244

1,425.19



e-recorded

LIBER 46837 PAGE 470

0035096

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.

Mar 05, 2014

Sec. 135, Act 206, 1893 as amended  
ANDREW E. MEISNER, County Treasurer

1.00 E-FILE

LIBER 46837 PAGE 470  
\$13.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
\$0.00 TRANSFER TX COMBINED  
03/05/2014 04:57:00 PM RECEIPT# 21089  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds



COVENANT DEED

Fannie Mae aka Federal National Mortgage Association organized and existing under the laws of the United States of America ("Grantor"), whose address is P.O. Box 650043, Dallas, TX 75265-0043 convey(s) to: Nicholas B Cappa, a single man, ("Grantee"), whose address is 2515 Peters St, Lake Orion, MI, 48359, The following described real-property situated in the City of Sylvan Lake, County of Oakland; and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT "A"

Commonly Known as: 2407 Avondale St W  
Parcel ID No.: 18-01-255-010

For the full consideration of One Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$186,850.00)

Subject to easements, building and use restrictions, and restrictive covenants of record, if any.

Grantor covenants to Grantee and agrees that Grantor has not done, committed or willingly suffered to be done or committed, anything that would cause the premises granted in this deed, or any part of them, to be charged or encumbered in title, estate, or otherwise.

Grantee herein shall be prohibited from conveying captioned property for a sales price of greater than \$224,220.00 for a period of 3 months from the date of the recording of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$224,220.00 for a period of 3 months from the date of the recording of this deed. These restrictions shall run with the land and are not personal to grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

Dated: ~~FEB 26 2014~~ Feb 26, 2014

Signed:

\*Print name below signature in black ink only.

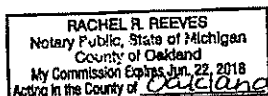
Fannie Mae aka Federal National Mortgage Association organized and existing under the laws of the United States of America, Grantor

By: Jennifer V. Sayegh, Trott & Trott P.C,  
as Attorney-In Fact pursuant to Limited Power of Attorney dated 12/05/2013 recorded 01/06/2014 in Liber 46679 page 347, Oakland County Records

State of : Michigan )  
County of : Oakland ) SS.

The foregoing instrument was acknowledged to me on this 26<sup>th</sup> day of Feb, 2014 by Fannie Mae aka Federal National Mortgage Association organized and existing under the laws of the United States of

America by Jennifer V. Sayegh of Trott & Trott P.C, as Attorney-In Fact pursuant to Limited Power of Attorney dated 12/05/2013 recorded 01/06/2014 in Liber 46679 page 347, Oakland County Records.



[Signature]  
Notary Public: \_\_\_\_\_  
Notary County: \_\_\_\_\_, State: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Acting In: \_\_\_\_\_

This instrument is exempt from county transfer tax pursuant to 12 U.S.C. 1723a(c) and MCL 207.505(c)

This instrument is exempt from state transfer tax pursuant to 12 U.S.C. 1723a(c) and MCL 207.526(c)

Instrument Drafted by:  
Kenneth E. Kurel, Trott & Trott P.C,  
31440 Northwestern Hwy, Suite 200  
Farmington Hills, MI 48334  
File No.: 63-12260800-REO

Attorneys Title Agency, LLC  
Send subsequent tax bills and recorded deed to:  
Nicholas B Cappa  
2407 AVONDALE ST W 2515 PETERS ST  
SYLVAN LAKE, MI, 48320-1608  
LAKE ORION 48359

**EXHIBIT "A"**

City of Sylvan Lake, County of Oakland; and State of Michigan:

Lot 87, Sherwood Forest Subdivision No. 3, according to the plat thereof as recorded in Liber 175 on Page(s) 1, 2, 3 and 4 of Plats, Oakland County Records.

Commonly Known as: 2407 Avondale St W  
Parcel ID No.: 18-01-255-010

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. 63-10111196-SCM

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

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

Lot 87, Sherwood Forest Subdivision No. 3, as recorded in Liber 175 of Plats, Pages 1 through 4, inclusive, Oakland County Records.

Re: 2407 Avondale Ave West, Sylvan Lake, 48320  
Tax Item No. 18-01-255-010

Owner(s): Robert G. Rodgers

1. Discharge of the mortgage executed by Robert G. Rodgers to America's Wholesale Lender dated December 13, 2010 and recorded January 7, 2002 in Liber 24397, Page 601. Said mortgage executed in the original amount of \$128,000.00.
2. Easements over subject property as shown on the recorded plat.
3. Covenants, conditions, easements 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 7975, Page 877.
4. Easement for electric, gas and communications lines to Consumers Power Company, The Detroit Edison Company and Michigan Bell Telephone Company recorded in Liber 7463, Page 262.
5. PAYMENT OF TAXES: Tax Parcel No.: 18-01-255-010

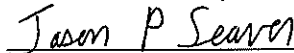
2010 County Taxes are Not Examined

2010 City Taxes are Not Examined

Special Assessments: None

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

COUNTERSIGNED:  
SEAVER TITLE AGENCY, LLC



Jason P. Seaver  
AUTHORIZED SIGNATORY

This information compiled as of an effective date of November 19, 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.

Monday, December 27, 2010

Examined By:



T 86-311542

166431231

SEP 30 96 240405

WARRANTY DEED  
STATUTORY FORM  
FOR INDIVIDUALS

KNOW ALL MEN BY THESE PRESENTS: That Thaddeus P. Brutwa and Yvonne B. Brutwa, husband and wife whose street number and postoffice address is 2407 Avondale West, Sylvan Lake, Michigan 48320 convey and warrant to Robert G. Rodgers, a single man whose street number and postoffice address is 5564 Drake Hollow Drive East, West Bloomfield, Michigan 48322

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

Lot 22, Sharrowood Forest Subdivision No. 3, as recorded in 1975, Pages 1, 2, 3 and 4, of Plat, Oakland County Records.

Item No. 12-01-258-010

17500

1.00 DEED  
2.00 REINSTATEMENT  
\$ 1655.50 TRANSFER TAX (CORRECTED)  
20 SEP 96 2:00 P.M. RECEIVED  
RECEIVED - OAKLAND COUNTY  
SEP 20 4:16 PM RECEIVED OF DEEDS

More commonly known as: 2407 Avondale West, Sylvan Lake, Michigan 48320

for the sum of ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND 00/100, (\*\*\$192,500.00) Dollars

subject to zoning ordinances, building and use restrictions, if any, and assessments of record

Dated this 6th day of September, 1996

Witnessed and sealed in presence of  
*Cynthia Lorch*  
Cynthia Lorch

Signed and Sealed:  
*Thaddeus P. Brutwa*  
Thaddeus P. Brutwa  
*Yvonne B. Brutwa*  
Yvonne B. Brutwa

STATE OF Michigan )  
COUNTY OF Oakland ) vs.

The foregoing instrument was acknowledged before me this 6th day of September, 1996 by Thaddeus P. Brutwa and Yvonne B. Brutwa, husband and wife

MARY K PARDO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 17, 1999  
ACTING IN OAKLAND

*Mary K Pardo*

My Commission expires \_\_\_\_\_ Notary Public, \_\_\_\_\_ County, Michigan

County Treasurer's Certificate  
100  
7.96

CITY OF SYLVAN LAKE  
MICHIGAN  
RECEIVING  
TRANSFER TAX  
OAKLAND  
14 SEP 96  
245

After recording return to:  
Robert G. Rodgers  
2407 Avondale West  
Sylvan Lake, Michigan 48320  
Form No. M-960

Drafted By:  
Mark W. Islander  
Century 21-MJL Corp. Transfer Service  
30110 Orchard Lake Road  
Farmington Hills, Michigan 48334  
311542

O.K. - KB

INR243970601

6018  
LSEEP 21397 PAGE 001  
43.00 MORTGAGE  
42.00 RECONVEYANCE  
11/29/2007 07:11:17 A.M. RECEIVED  
PAID RECORDED - OAKLAND COUNTY  
C. WILLIAM CRECHET, CLERK/REGISTRAR OF DEEDS

MORTGAGE

(Space Above This Line For Recording Data)

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS-SV-79 DOCUMENT PROCESSING  
1800 Tago Canyon  
Simt Valley, CA 93063-8712

Genesis Title  
14139

014139  
(Escrow/Closing #)

000884680043193  
(Doc ID #)

MIN 1000157-0000754792-6

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 DECEMBER 13, 2001, together with all Riders to this document.

(B) "Borrower" is  
ROBERT G RODGERS, AN UNMARRIED MAN *RGR*

Borrower's address is  
2407 AVONDALE STREET, SYLVAN LAKE, MI 48320

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  
AMERICA'S WHOLESALE LENDER  
Lender is a CORPORATION  
organized and existing under the laws of NEW YORK  
4500 Park Granada, Calabasas, CA 91302  
Lender's address is

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
Page 1 of 11  
FORM 3523 1/01  
© 2004 MLI (0005) 01 OHL (02/01) VWP MORTGAGE FORMS - (002421-726)



OK - VALIDATION

USA 243970602

DOC ID # 000084680043193

(B) "Note" means the promissory note signed by Borrower and dated DECEMBER 13, 2001. The Note states that Borrower owes Lender

ONE HUNDRED TWENTY EIGHT THOUSAND and 00/100 Dollars (U.S. \$ 128,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2032

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of OAKLAND  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
LOT B7, SHERWOOD FOREST SUBDIVISION NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 175 ON PAGE(S) 1,2,3, AND 4 OF PLATS, OAKLAND COUNTY RECORDS.  
COMMONLY KNOWN AS: 2407 AVON STREET  
TAX ID NO.: 18-01-255-010

175001

RGR  
Form 3023 1/01

INR2439706603

Parcel ID Number:  
2407 AVONDALE STREET, SYLVAN LAKE

DOC ID # 000084680043193  
which currently has the address of

Michigan 48320 (Property Address):  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter created 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 these 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 cancelling this Security Instrument.

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

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

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

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

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

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

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

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

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

4. **Charges:** Lender, 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

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and subsequent changes 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. This 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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(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.

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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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 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 herein 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

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

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

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.

Witness:  N. Kathleen Taylor (Seal)  ROBERT G. RODGERS (Seal)

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

MG 24397.601

STATE OF MICHIGAN,

OAKLAND

DOC ID # 000084680043193

County ss

The foregoing instrument was acknowledged before me this

12/13/2001

by ROBERT H. RODGERS, AN UNMARRIED MAN.

My Commission Expires: 8/4/03

*[Handwritten Signature]*

Natly Public,

N. KELLEEN TAYLOR

Natly Public, Oakland County, MI

My Commission Expires Aug. 4, 2003

County, Michigan

This instrument was prepared by

T. WESLEY

AMERICA'S WHOLESALE LENDER

400 GALLERIA OFFICENTRE #416, SOUTHFIELD, MI 48034

IRER243970612

(Space Above This Line For Recording Date)

**FIXED/ADJUSTABLE RATE RIDER**  
(LIBOR Twelve Month Index - Rate Caps)

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS 54-79 DOCUMENT PROCESSING  
1800 Tapo Canyon  
Simi Valley, CA 93063-6712

Prepared By:  
TERESA WESLEY

AMERICA'S WHOLESALE LENDER  
400 GALLERIA OFFICENTRE #416  
SOUTHFIELD,  
MI 48034-

014139  
(Escrow/Closing #)

000084680043193  
(Doc ID #)

THIS FIXED/ADJUSTABLE RATE RIDER is made this THIRTEENTH day of  
DECEMBER, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage,  
Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned  
("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to  
AMERICA'S WHOLESALE LENDER  
("Lender") of the same date and covering the property described in the Security Instrument and located at:  
2407 AVONDALE STREET, SYLVAN LAKE, MI 48320  
(Property Address)

CONV  
ARM Fixed Period LIBOR Rider  
200121XX (0401)

Page 1 of 4

Initial: R6R



181R24397PG613

DOC ID # 000084680043193

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.125 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2005, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for twelve month U.S. dollar-denominated deposits in the London market, as published in the The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.125 % or less than 4.125 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.125 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

COHY  
# ARM Fx 11 Pmted L18QR RM11  
PUBSE22X (6/10)

Page 2 of 4

RGK

USER 243970614

DOC ID # 000084680043193

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

*If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be substituted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.*

*To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.*

*If Lender exercises the option to require immediate payment in full, 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.*

CONV  
\* ARJ Filed 11/08/10 11:08 AM  
SUBSTITXX (04/01)

Page 3 of 4

Initials: RLR

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DOC ID # 000084680043193

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

CONY  
# ARM Filed Permitted L180X H091  
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Page 2 of 4

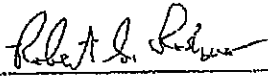
Table 100

RLR

INR24397PG615

DOC ID # 000084680043193

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

  
\_\_\_\_\_  
ROBERT G RODGERS (Seal) - Borrower

\_\_\_\_\_  
(Seal) - Borrower

\_\_\_\_\_  
(Seal) - Borrower

\_\_\_\_\_  
(Seal) - Borrower

CONY  
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20020408 (04/01)

Page 4 of 4

INSTR: 66R



MARCH 16 79

EASEMENT FOR ELECTRIC, GAS AND COMMUNICATION LINES 70 26858

LIB# 7483 PAGE 262

For good and valuable consideration, the easement and right is hereby granted to Consumers Power Company, a Michigan Corporation, 212 Michigan Avenue, Jackson, Michigan, The Detroit Edison Company, a corporation organized and existing consecutively under the laws of the state of Michigan and New York, 2000 Second Avenue, Detroit, Michigan and the Michigan Bell Telephone Company, a Michigan Corporation, 444 Michigan Avenue, Detroit, Michigan hereinafter called "utilities" their successors and assigns, to construct, reconstruct, operate and maintain their underground and overhead, wires, cables, piping, conduits, poles, anchors, fixtures, terminals, cabinets and equipment over, under and across property in the City of AYLAR Lake, County of Oakland State of Michigan, described as follows:

9/2/1

See Appendix "A"

REC'D MAR 16 1979

The rights hereby granted include the right of access to and from the easement and to trim, cut down and control trees, brush and bushes oflier within the easement or upon the lands of the grantor adjoining the easement which, in the utilities opinion, at any time interfere with the construction, maintenance and operation of said utilities facilities.

The width and location of the easements will be 6 feet unless otherwise indicated on the attached drawing. See Appendix "B"

- To provide for the proper maintenance and protection of the utilities facilities the undersigned covenants and agrees that:
1. The easements are graded to within 4 inches of final grade before the utilities lines are installed and this ground elevation will be maintained after installation of utilities to avoid the pooling of water in, on or around above ground utilities.
  2. No buildings or structures other than utilities equipment are to be placed within the easement herein granted.
  3. No shrubs or foliage shall be planted or grown within (5) five feet of the front door of transformer or switching cabinet enclosures.

This grant is declared to be binding upon the heirs, successors, issue, licensees and assigns of the parties hereto,

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 24th day of February, 1979.

WITNESSES:  
Joseph Otto, Jr.  
City of Pontiac

Sam Warwick  
Barnard G. Warwick, Jr.  
Virginia P. Warwick

REGISTERED MAIL AND RECEIVED BY J. DOUGLAS RYI

STATE OF MICHIGAN Address: 26th Orchard Lake Road  
COUNTY OF OAKLAND Pontiac, Michigan, 48053

The foregoing instrument was acknowledged before me this date February 24, 1979 by Barnard G. and Virginia P. Warwick, husband and wife.

Notary Public J. Douglas Ryi  
County, Michigan

J. DOUGLAS RYI  
Notary Public, Wayne County, Michigan  
My Commission Expires January 23, 1980

700

My Commission Expires

MARCH 16 79

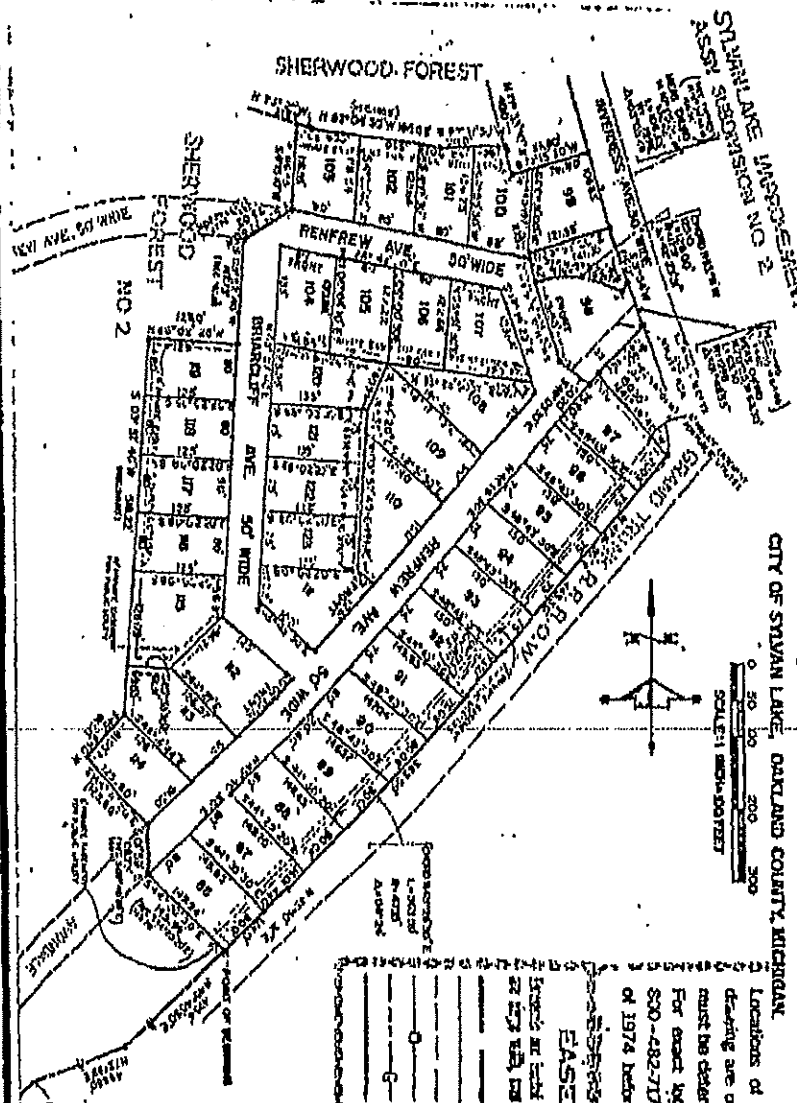
Appendix "A"  
LIBER 7463 PAGE 263

The land embraced in the annexed plat of Sherwood Forest Subdivision No. 3<sup>d</sup>, Part of the N.E. 1/4 Section 1, T.2N., R.9E., City of Sylvan Lake, Oakland County, Michigan, comprising lots 86 to 123 both inclusive. Described as beginning at a point which is distant from the S.W. corner of Section 1, T.2N., R.9E., the following courses: N. 48°03'23" E. 3631.19 Feet, thence N. 72°59'00" E. 490.50 Feet, thence N. 45°40'30" E. 425.4 Feet to the point of beginning; thence N. 45°40'30" E. 124.00 Feet, thence along a curve to the left, radius 4735 Feet, central angle 4°24'00", chord bearing N. 43°28'30" E. 363.50 Feet, arc distance 363.59 Feet, thence N. 41°16'30" E. 243.30 Feet, thence N. 41°19'40" W. 150.30 Feet, thence N. 45°14'00" E. 91.60 Feet, thence along a curve to the right, radius 1998 Feet, central angle 1°48'55", chord bearing N. 20°55'00" W. 63.30 Feet, arc distance 63.30 Feet, thence S. 31°34'00" W. 16.0 Feet, thence along a curve to the left, radius 173 Feet, chord bearing N. 83°11'00" W. 125.10 Feet, central angle 42°23'31", arc distance 128.00 Feet, thence N. 19°19'20" W. 42.0 Feet, thence N. 73°57'20" E. 121.35 Feet, thence along a curve to the right, radius 1998 Feet, central angle 3°31'28", chord bearing N. 14°05'20" W. 106.62 Feet, arc distance 106.63 Feet, thence S. 74°25'10" W. 116.80 Feet, thence N. 73°30'30" W. 40.0 Feet, thence S. 88°47'30" W. 90.0 Feet, thence N. 82°04'30" W. 180.06 Feet, thence N. 73°20'00" W. 21.65 Feet, thence S. 49°15'10" W. 116.55 Feet, thence S. 57°33'50" W. 73.02 Feet, thence S. 3°57'40" W. 117.13 Feet, thence N. 86°02'20" W. 125.0 Feet, thence S. 3°57'40" W. 518.22 Feet, thence S. 45°23'40" W. 81.50 Feet, thence S. 44°16'20" E. 125.60 Feet, thence S. 1°55'00" E. 68.73 Feet, thence S. 44°30'30" E. 149.94 Feet to the point of beginning.

DEPOTED BY AND RETURN TO:  
J. DONALD BOY  
ENGINEER AND SURVEYOR  
212 SUPERIOR BLDG., 1st. Fl.  
DETROIT, MICHIGAN 48226

# MARCH 16 79

APPENDIX 'M' LINE 7400 PAGE 204



*Proposed* SHERWOOD FOREST SUB. NO. 3

PART OF NE 1/4 SECTION 1, T2N, R9E,  
CITY OF SWAN LAKE, OAKLAND COUNTY, MICHIGAN.

SCALE 1" = 50 FEET

**NOTICE**

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DUE ON 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

**EASEMENT LOCATIONS**

- Buried Primary Cables
- Buried Secondary Cables
- Buried Secondary Service Cables
- Telephone Trench Only
- Proposed Curb

MONROE & DOUGLASS BOY  
ENGINEERS & ARCHITECTS  
110 W. WASHINGTON ST., ANN ARBOR, MI 48106

MARCH

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1981

BOOK 7975 PAGE 877

SI 20482

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "SHIRWOOD FOREST SUBDIVISION NO. 3"

THIS DECLARATION, made on this 20th day of March 1981, by SAMUEL G. WARWICK, a single man, of 2674 Orchard Lake Road, Pontiac, Michigan 48051 hereinafter referred to as Developer.

29  
/

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community with forest preservation, and other community facilities for the benefit of the said community.

AND WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvement thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit to said property and each owner thereof.

NOW THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RECORDED  
MAR 20 1981  
PM 2 14

Return Over

31.00

MARCH

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LIBER 7975 PAGE 878  
ARTICLE  
DEFINITIONS

Section 1: "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 2: "Developer" shall mean and refer to Samuel G. Warwlok, a single man, his successors or assigns, or with any successor or assign to all or substantially all his interest in the development of said Properties.

Section 3: "Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 4: "Dwelling House" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6: "Multi Dwellings" shall mean and refer to a structure with two or more living units under one roof.

Section 7: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 8: "Occupant" <sup>LISEE 7975 PAGE 879</sup> shall mean and refer to the occupant of a living unit who shall be the owner,

Section 9: "Parcel" shall mean and refer to all platted subdivisions of one or more lots which are subject to the same Supplementary Declaration.

Section 10: "Supplementary Declaration" shall mean and refer to any declarations of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a parcel and contains such complementary provisions for such parcel as are herein required by this Declaration.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Sylvania, County of Oakland, State of Michigan, and more particularly described in Exhibit A.

ARTICLE III  
MISCELLANEOUS RESTRICTIONS

Section 1: Residential Lots. No building or other structure shall be erected, altered, moved onto or permitted on any lot in Sherwood Forest Subdivision No. 3 other than one single family dwelling house with an attached or integral garage (not to exceed three (3) car capacity), provided that a garden tool shed, swimming pool, tennis court, badminton court, walls or fences and such other auxiliary construction, as in the written opinion of Developer are in harmony and in conformance with the character and aesthetics of Sherwood Forest Subdivision No. 3 and these restrictions, may be erected in such manner and location as Developer in its sole and absolute discretion may permit in writing.

MARCH

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1981

1981 7975 P.M. 880

All attached or integral garages shall be designed and constructed of the same materials as the dwelling and shall conform to the same architectural design. Such single family dwelling house shall be designed and erected for occupation by, and occupied by, one (1) single family. A family shall mean one person or a group of two or more related persons. Dwellings must be constructed prior to construction of any other building. Multiple dwellings may not be erected or placed on any lot.

Section 2: Zoning Ordinances. In addition to the general restrictions contained herein, no building or structure shall be erected, altered or permitted on any part of Sherwood Forest Subdivision No. 3 unless it shall also conform to the provisions of any zoning ordinance enacted by any township, village, city or county wherein such part of Sherwood Forest Subdivision No. 3 may be situated, which may be applicable and in effect at the time of actual construction; provided, that any departure or deviation from the provision of such zoning ordinance permitted as provided by and in accordance with said ordinance may be made with the approval of departure or deviation from any provision of those restrictions other than the requirement of this paragraph.

Section 3: Temporary Structures. No family shall, either before or after the completion of their dwelling house, live in any temporary or detached structure or vehicle of any kind or in any manner.

Section 4: Floor Area Requirements. Each single family dwelling shall have not less than 1200 square feet in a ranch-type home, 1600 square feet in a bi-level type home, 1600 square feet in a tri-level type home and 1600 square feet in a colonial-type home. Garage area shall not be included in square footage calculations. Any other plan of

USE 7075 PAGE 881

a single family dwelling may be submitted to the Developer for its approval or disapproval at its sole discretion.

Section 8: Site and Building Plans. All plans of buildings to be constructed and finished grades must be submitted to the Developer for inspection prior to beginning any construction. A copy of such plan is to be lodged permanently with Developer, its successor, or assignee, who shall not give its written approval of any such proposed dwelling, finished grades, or other construction unless in its opinion, upon being completed in accordance with such plan and specifications, such dwelling or construction shown thereby will comply in all respects with the restrictions set forth herein and the external design, color and materials and location thereof will be in harmony with the character and aesthetics of the topography and grade elevations, not only of the lot upon which the proposed construction is to take place, but also of the neighboring lots and structures. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious high-quality private residential section, and if a disagreement on the points set forth in this paragraph should arise, the decision of Developer, its successor or assignee, shall control. Construction shall not be commenced unless and until the Developer shall have approved the plans and grades by writing, endorsed thereon.

Section 9: Utility easements. There are hereby reserved unto Developer, its successors or assignee, easements and right-of-way as shown on the recorded plat for the installation and maintenance of drains, wires, pipes, poles, guy wires or conduits for supplying drainage, electricity, light, gas, water, heat or any public or quasi-public utility deemed necessary by Developer or any governmental authority



SINCE 7975 PAGE 882

having jurisdiction. The use of such easements or right-of-way may be licensed or allowed to any firm or corporation which shall furnish such service.

It is the intent and purpose of Developer to have all utilities, electric distribution lines, and telephone lines installed underground instead of overhead, with exception of existing power lines located on existing recorded easements, and to provide for certain rights and benefits to the utilities furnishing such service underground.

Developer hereby declares that said promises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations and powers as follows:

(a) Private easements for public utilities have been granted on the plat of Sherwood Forest Subdivision No. 3.

(b) No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind (except small portable structures without foundations and except line fence) shall be allowed within the platted public utility easements of the subdivision. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easement, which is not consistent with the right of the utility; provided, however, that the owner shall not plant trees or large shrubs within the public utility easements. The public utility shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easement and also shall have the right to trim any trees, bushes, or any other plants of any kind outside of said easement which, in the sole opinion of the utility, interferes with the facilities thereto or is necessary for the installation, reinstallation, repair, maintenance, or removal of their facilities in any public

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utility easement of the subdivision. The trimming or removal of such trees, shrubs or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.

(c) No shrubs or foliage shall be permitted on owner's property within five (5) feet of the transformer enclosure or secondary connection potentials.

(d) The original or subsequent owner of lots in this subdivision shall own, install, maintain and replace, at their own expense, the single phase electric service conductors connecting the transformers or secondary connection potentials located in said easements with the residences erected on said lots.

(e) The installation of all underground electric service conductors shall comply and conform to the National Electric Code or other similar electrical code as may be imposed by law and to the specifications of the public utility concerned.

(f) All property in the subdivision which will receive telephone service by connection with underground telephone facilities located in the easements of the subdivision shall also be subject to the following additional restrictions:

(1) Every owner of property in the subdivision for whose property telephone service is requested shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstatement, maintenance, or repair of telephone facilities from the public utility easement to the residence, as required by the utility. The property owner and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

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(2) No property owner shall make any change in grade in or near such utility easements when the changes in grade, in the opinion of the utility, interfere with the facilities already installed or which may be installed in the future.

(g) The foregoing restrictions, (a) through (f), shall be covenants running with the land and shall not be subject to termination without the consent of the utility hereto concerned.

Section 7: Side Line and Set Back Requirements. No part of any building or structure erected on any lot shall be nearer to the front lot line than thirty-five (35) feet; not nearer than eight (8) feet to one side lot line, with a combined total setback of eleven (11) feet. All buildings on corner lots shall have a street side yard set back of not less than twenty-five (25) feet.

Section 8: Trash Disposal. Every lot owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring lot owners. No outside storage for refuse or garbage or outside incinerator shall be built, maintained or used. No household trash, paper, boxes, garbage or other refuse shall be burned, collected, or permanently accumulated or stored on any lot. Any temporary storage prior to pickup shall be placed in individual containers or receptacles specifically provided for that purpose and concealed from public view. Such containers shall not be placed by the roadside for collection for more than twelve (12) hours prior to pickup and shall be removed from public view within twelve (12) hours after pickup. All trash, garbage and other refuse shall be disposed of in accordance with the statutes of the State of Michigan, and the applicable ordinances, rules and regulations of the City of Elynn Lake and the State Public

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Health Department, as now in effect or hereinafter in force.

Section 9: Antenna No television or radio antenna, other or larger than the normal and conventional type usually attached to dwellings for Metropolitan Detroit reception (with a mast not exceeding eight (8) feet in height and a boom not exceeding six (6) feet in width), shall be erected on or attached to any structure or installed in or upon any land without the prior written consent of the Developer, its successors or assigns.

Section 10: Vehicles No mobile unit or motor vehicle in excess of one (1) ton capacity shall be parked on any lot. Any mobile unit or motor vehicle of less than one (1) ton capacity must be housed in a garage, and not more than three (3) motor vehicles may be parked consistently on any lot. All boats, including sailboards, snowmobiles, or any type of motorized equipment shall be housed in a garage.

Section 11: Signs No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed on any lot, structure or fence therein, except one (and no more) "For Sale" painted sign not to exceed six (6) square feet in area, advertising a single lot or dwelling for sale provided, that signs of larger size may be erected and displayed by Developer's models advertising the initial sale of lots. Such signs as may be permitted must be maintained in good condition at all times.

Section 12: Livestock and Poultry No chickens, fowl, livestock, bees, or other animals shall be kept or maintained in Sherwood Forest Subdivision No. 3 except domestic pets kept by an owner of a lot and members of his immediate family in residence, as personal pets, but

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not for commercial or breeding purposes. No household shall maintain more than three (3) personal pets as limited herein. Any such pets shall have such care as not to be obnoxious or offensive on account of noise, odor, or insanitary conditions and shall always be confined within the rear yard and never allowed loose to roam free in the subdivision. No savage or dangerous animals shall be kept or maintained within the subdivision at any time.

Section 13: Fences. Fences along the side lot line shall not be higher than six (6) feet and materials, construction and design of such fences shall be approved in writing by the Developer at his sole discretion, prior to erection. Fences shall not extend beyond the front lot building line.

Section 14: Landscaping. All portions of an owners premises not occupied by physical structures shall be finished, graded and seeded, sodded or covered with other landscaping within eight (8) months after the residence is substantially completed and has had a final inspection for occupancy by the City of Sylvan Lake Building Department.

All lot grading shall be consistent with the grading plan on file with the City of Sylvan Lake. Each owner shall be responsible for maintaining the surface drainage pattern, and shall not shed surface drainage to adjacent properties.

Section 15: Roofing Materials and Exterior Finish. All roofs shall be of asphalt shingle weighting not less than 235 pounds per roofing square or of such other roofing material as shall be approved by the Developer or its successor. All exteriors must be finished with brick, natural stone, or other siding approved by the Developer. All exteriors except brick or natural stone shall be finished with two (2)

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coats of paint, stain or varnish, unless otherwise approved in writing by the Developer.

Section 16: Use of Motor Vehicles. Motorcycles and motor bikes shall be operated or allowed to be operated only upon public streets and private driveways and shall not be operated or allowed to be operated in an annoying, obnoxious, unlawful or otherwise disturbing manner, and shall be operated only in accordance with the statutes of the State of Michigan and applicable ordinances of the City of Sylvan Lake.

Section 17: Nuisances and Residential Lots. No noxious or offensive activity shall be carried on upon any of the lots in said subdivision but shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All of the lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 18: Occupancy and Sewage Disposal & Water Facilities. The exterior and the interior of all residences shall be completed prior to occupancy.

~~All dwelling units shall be connected to the public sanitary sewer and watermain. No outside toilet facilities shall be permitted on any lot.~~

Section 19: Model Homes and Sales Offices. Nothing herein contained shall be construed to prohibit the Developer or its Sales Agents from temporarily maintaining a real estate sales office in any model residence constructed on any lot within the subdivision.

ARTICLE IV  
GENERAL PROVISIONS

Section 1: Enforcement. Any owner shall have the right to enforce, by an proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the pro-

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visions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

By his acceptance of title each lot owner shall be held to vest in Developer or its successors, and it shall be deemed to have the right and power in its own name to take, prosecute, and enforce pursuant to Act 230 of P. A. of 1967, all suits legal, equitable or otherwise, which they may deem necessary or advisable. Upon violation of any restriction or breach of any covenant, Developer or its successor may enforce them by writ for money judgment, or by an action in equity seeking a mandatory injunction, and the exercise of any one of them shall not be deemed to constitute an election of remedies. In addition to all other remedies, the Developer may enter upon the land on to which such violation or breach exists, and summarily abate and remove at the expense of the owner thereof any construction or other violation that may be or exist thereon contrary to the intent and provisions hereof, and Developer or its successors shall not thereby become liable for trespass, abatement, removal or in any other manner. Any and all rights and remedies which Developer or its successors may have under this Declaration or by operation of law, either at law or in equity, upon any violation or breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Developer and/or any lot owner or their heirs, successors or assigns, or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 2: Severability. In the event that any part of provisions

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of the restrictions contained in this Declaration should be void ineffective or invalid for any reason by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.

Section 3: Amendments. The conditions, covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of fifteen (15) years. This Declaration may be amended during the first thirty (30) year period and during each successive fifteen (15) year period thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners and the City of Sylvan Lake. Any amendment changing or modifying this Declaration in whole or in part must be recorded in the office of the Registrar of Deeds of Oakland County, Michigan.

Section 4: The masculine pronouns and relative words used in this agreement shall be read as though written in masculine, feminine, neuter or plural form respectively as the context requires or permits.

Section 5: Developer may at any time assign and convey all or part of its reserved rights, power, privileges, and duties which are herein reserved to it to a Homeowners Association, and upon the execution and recording of the appropriate instruments of appointment, the Association shall thereupon have and exercise all the rights, powers, privileges and duties so assigned and Developer shall be fully released and discharged from further obligations and responsibilities in connection therewith.



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IN WITNESS WHEREOF, the respective parties have hereunto affixed their hands and seals the day and date first written above.

WITNESSED:

*Gwendolyn F. Shelly* *Samuel G. Warwick*  
Gwendolyn F. Shelly Samuel G. Warwick, a single man

*Gary J. Mastick*  
Gary J. Mastick

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On the 20th day of March, 1981, before me the subscriber, a Notary Public in and for said County, appeared Samuel G. Warwick, being by me duly sworn, did say that said instrument consisting of fourteen (14) pages was signed by him and acknowledged said instrument to be his free act and deed.

*Gwendolyn F. Shelly*  
Gwendolyn F. Shelly, Notary Public  
Oakland County, Michigan  
My Commission expires November 27, 1983

DRAFTED BY:

RETURN TO:

SAMUEL G. WARRICK  
2674 Orchard Lake Road  
Pontiac, Michigan 48053

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EXHIBIT "A"

"Blosswood Forest Subdivision No. 3" a part of the Northeast 1/4 of Section 1, T. 2N., R. 09., City of Sylvan Lake, Oakland County, Michigan, according to the plat thereof as recorded in Liber 178, Pages 1, 2, 3 & 4 of Oakland County Records. Consisting of 30 lots, numbered 88 through 123, both inclusive, in 12.236 acres.

RECORDED  
INDEXED  
MARCH 20 PM 2 13  
*[Signature]*  
CLERK OF COURTS





SHEET 3 OF 4 SHEETS  
LINE 175 PAGE 3

## "SHERWOOD FOREST SUBDIVISION NO.3"

A PART OF THE NORTHEAST 1/4 OF SECTION 17, T.2N., R.9E.,  
CITY OF SYLVAN LAKE, OAKLAND COUNTY, MICHIGAN

**OWNER'S CERTIFICATE**  
I, JAMES P. FRANK, Surveyor, certify that I have surveyed, divided and located the land shown in this plat, described as follows:

That I have made each block, tract, division and plot by the direction of the survey of 1878 1/2.

That each plot is a correct representation of all the sections heretofore of the land conveyed and the subdivision of it.

That the recorded instruments and the surveys have been located in the ground as required by Section 103 of our Act.

That the accuracy of survey is within the limits required by Section 103 of our Act.

That the sections shown on this plat are correct as required by Section 103 of our Act and the plat of Section 17, T.2N., R.9E., is correct.

Given at Jackson, Mich., this 22nd day of August, 1927.

James P. Frank, Surveyor  
1224 N. Michigan Avenue  
Detroit, Michigan 48227

**NOTARIAL CERTIFICATE**  
I, James P. Frank, Surveyor, do hereby certify that I have surveyed, divided and located the land shown in this plat, described as follows:

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Given at Jackson, Mich., this 22nd day of August, 1927.

James P. Frank, Surveyor  
1224 N. Michigan Avenue  
Detroit, Michigan 48227

**INVESTIGATOR'S CERTIFICATE**  
I, James P. Frank, Surveyor, do hereby certify that I have surveyed, divided and located the land shown in this plat, described as follows:

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Given at Jackson, Mich., this 22nd day of August, 1927.

James P. Frank, Surveyor  
1224 N. Michigan Avenue  
Detroit, Michigan 48227

**WITNESSES**  
James P. Frank, Surveyor  
1224 N. Michigan Avenue  
Detroit, Michigan 48227

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Given at Jackson, Mich., this 22nd day of August, 1927.

James P. Frank, Surveyor  
1224 N. Michigan Avenue  
Detroit, Michigan 48227

**NOWAK & FRANK CORP.**  
CITY OF SYLVAN LAKE  
1224 N. MICHIGAN AVE. DETROIT, MICH. 48227

