

1955, between

of the Township
hereinafter called "As
a Pennsylvania corpo

WITNESSETH
Hundred and no
purpose of assuring the
benefit contained,
property, situated in th
described as follows, to:

Lot
of
East
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This Mortgage
of correcting

TOGETHER
on may hereafter be
or detached, movable
and plumbing fixtures,
or in the; or in
window and door
necessary to the use
incidental hereto
improvements, ways,
buildings, and
thereof, all of the

TO HAVE AN
shall pay the principal
even date through
the amount herein
full effect.

The Mortgagor
I, J. Lee
Phonetic, Inc.,
and now, the terms
of principal and
interest are

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THIS INSTRUMENT, Made this 31st day of August,
1955, Between CONSUMERS POWER COMPANY, a corporation duly authorized to do
business in Michigan, with its principal office therein at Jackson, Michigan,
party of the first part, and GENERAL MOTORS CORPORATION, a Delaware corporation,
duly authorized to do business in Michigan, with an office at 3044 W. Grand
Boulevard, Detroit 2, Michigan, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of
the sum of One Dollar (\$1.00) and other valuable considerations to it in hand
paid by the said party of the second part, the receipt whereof is hereby ac-
knowledged and acknowledged, does by these presents bargain, sell, remise, release,
and forever QUIET-CLAIM unto the said party of the second part and to its
successors and assigns, Forever, all that certain piece or parcel of land
situated in the City of Pontiac, County of Oakland and State of Michigan,
known and described as follows:

The West four hundred fifty (450) feet of the Southeast one-
quarter (SE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section
seventeen (17), Township three (3) North, Range ten (10) East,
except a strip of land fifty (50) feet wide off the West side
thereof and also except the South five hundred (500) feet of the
West one hundred (100) feet of the East four hundred (400) feet
of the West four hundred fifty (450) feet of the Southeast one-
quarter (SE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of said Section
seventeen (17).

Excepting and Reserving to Consumers Power Company, its successors and
assigns, Forever, the easement or right to erect, lay and maintain two
(2) lines of poles, structures and towers running in a Northerly and
Southerly direction as hereinafter more particularly described and one
(1) line of poles running in an Easterly and Westerly direction, together
with wires, cables, conduits and other fixtures and appurtenances for
the purpose of transmitting and distributing electricity and/or conducting
a communication business on, over, along and across the land herein
conveyed, including all public highways upon or adjacent to said land.
The routes to be taken by said lines of poles, structures, towers, wires,
cables and conduits on, over, along and across said land being more
specifically described as follows:

Two (2) lines of structures, towers or poles to run in a Northerly
and Southerly direction East of and not more than two hundred eighty
(280) feet from the West line of the Southeast one-quarter (SE $\frac{1}{4}$) of
the Northeast one-quarter (NE $\frac{1}{4}$) of said Section seventeen (17),
Township three (3) North, Range ten (10) East; one (1) line of
poles to run in an Easterly and Westerly direction South of and
along and not more than six (6) feet South of the North line of
the Southeast one-quarter (SE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$)
of said Section seventeen (17).

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Together with full right and authority to first party, its successors, licensees, lessees or assigns, and its and their agents and employees to enter at all times upon said land for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits, structures, towers, poles and other supports with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may in the opinion of first party, its successors or assigns, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said electric transmission lines. It is expressly understood that non-use or a limited use of the easement herein reserved by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.

It is hereby agreed that should the easement herein reserved or the lines constructed on said easement herein reserved, interfere with the future development of the property by grantee, then and in that event the grantee herein shall, upon the furnishing of satisfactory easements at another location, relocate its lines and facilities to such new location suitable for electrical transmission and distribution line purposes, all of said relocation, however, whether said relocation shall amount to changing, raising or relocating the line in any manner whatsoever to suit the needs of the grantee, its successors or assigns, shall be done at the sole expense of General Motors Corporation, the grantee herein, or its successors or assigns.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

Signed, Sealed and Delivered
in Presence of

Clara R. Donohue
Clara R. Donohue

Ethel McHugh
Ethel McHugh

GENERAL MOTORS CORPORATION

H. S. Richmond
H. S. Richmond Vice President

Attest
E. C. Williams
E. C. Williams Assistant Secretary

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LINE 3397 PAGE 535

III

STATE OF MICHIGAN)
County of Jackson) ss

On this 31st day of August A.D. 1955, before me, a Notary Public in and for said County, personally appeared H. B. [unclear] to me personally known, who, being by me duly sworn, did say that he is a Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. B. [unclear] acknowledged said instrument to be the free act and deed of said corporation.

Edith M. [unclear]
Edith M. [unclear]
Notary Public, Jackson County, Michigan
My commission expires: Sept. 23, 1955



*Revenue stamps
in book of \$9.50
affixed and cancelled
Consumers Power Co.
P. O. [unclear]*

SEP 5 1955
SEP 2 1955

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