

NSI Consulting & Development

24079 Research Drive
Farmington Hills, MI 48335
(248) 987-7180



Search Finished to:
Kim Lagrou
International Transmission Company
27175 Energy Way
Novi, MI 48377

Line Name: Lincoln NE-NW Towerlin
NSI Site:
Parcel ID: 25-22-302-001
Property Address: 220 E Lincoln Ave
Royal Oak, MI 48067

FOR INFORMATIONAL PURPOSES ONLY

Date Ordered: 4/27/2023 **Effective Date:** 4/25/2023
Instructions: Pull title to determine parties sufficient to voluntarily grant an easement.
Township: 01N **Range:** 11E **Section:** 22
Tax Legal: T1N, R11E, SEC 22 ASSESSOR'S PLAT NO 26 LOT 3 EXC E 10 FT OF N 108 FT
Record Owner: Jaymac, Inc., a Michigan corporation
Vendee/Lessee: N/A

Inventory of Documents						
Liber #	Page #	Instrument #	Date	Grantor	DocType	Grantee
16287	512	0122648	5/21/1996	Comerica Bank	DischM→	Jaymac Incorporated
13827	368	0210661	8/3/1993	Luje Land Co	Aff→	
13803	649	0201616	7/27/1993	Luje Land Co	WD→	Jaymac Incorporated
13803	650	0201617	7/27/1993	Jaymac Incorporated	M→	Comerica Bank
06838	162	0007274	1/26/1977	Harmat Company, MI	QCD→	Luje Land Company, MI partnership
06764	773	0081330	10/1/1976	Erb Lumber Co., MI fka Eresbo, Inc., DE	WD→	Harmat Company, MI
06034	638	012940	2/14/1973	Harmat Co, MI	QCD→	E Curtis Matthews (80.238%) Jeanne W Hargreaves (9.881%) Lucille W Matthews (9.881%)
06034	640	012941	2/14/1973	E Curtis Matthews & Lucille, hw Jeanne W Hargreaves Lucille W Matthews, tic	QCD→	Luje Land Co, a partnership
05758	810	0086845	11/3/1971	Eresbo Inc., DE, s/ Eresbo Inc & Lawson	LC→	The Harmat Co., MI
05259	854	0066529	10/1/1968	Lawson Estates Inc, MI	WD→	Lawson Lumber and Builder Supplies Inc, M
03864	433		8/22/1958	Lawson Estates Inc, MI	Agmt→	Detroit Edison Co
03027	235		7/22/1953	Lawson Estates Inc, MI	Agmt→	Detroit Edison Co
02433	0465		7/8/1949	Lawson Estates Inc, MI	RoW→	Detroit Edison Co

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220 E LINCOLN Block 999 Royal Oak, MI 48067 (Property Address)

Parcel Number: 72-25-22-302-001 Account Number: 4817900001



Property Owner: JAYMAC INC

Summary Information

- > Assessed Value: \$225,750 | Taxable Value: \$113,270
- > Property Tax information found
- > Utility Billing information found
- > 1 Special Assessment found
- > 12 Building Department records found

Item 1 of 1 1 Image / 0 Sketches

Parcel is Vacant

Owner and Taxpayer Information

Owner	JAYMAC INC 27550 WOODWARD AVE ROYAL OAK, MI 48067-0929	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2023

Property Class	201 COMMERCIAL-IMPROVED	Unit	72 City of Royal Oak
School District	SCH DIST CITY OF ROYAL OAK	Assessed Value	\$225,750
ITOnly	POST	Taxable Value	\$113,270
PPBusCode	0	State Equalized Value	\$225,750
User Alpha 1	<i>Not Available</i>	Date of Last Name Change	<i>No Data to Display</i>
User Alpha 3	<i>Not Available</i>	Notes	<i>Not Available</i>
Historical District	<i>Not Available</i>	Census Block Group	<i>Not Available</i>
User Alpha 2	<i>Not Available</i>	Exemption	<i>No Data to Display</i>

Principal Residence Exemption Information

Homestead Date *No Data to Display*

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$225,750	\$225,750	\$107,880
2021	\$156,160	\$156,160	\$104,440
2020	\$156,160	\$156,160	\$103,000

Land Information

Zoning Code	Mix Use 1	Total Acres	2.826
Land Value	\$307,760	Land Improvements	\$143,754
Renaissance Zone	No	Renaissance Zone Expiration Date	<i>No Data to Display</i>
ECF Neighborhood	IS3 - INDUSTRIAL SOUTH	Mortgage Code	00000
Lot Dimensions/Comments	EFF DEPTH=GIS SF/FF	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	380.27 ft	323.72 ft
Total Frontage: 380.27 ft		Average Depth: 323.72 ft

Legal Description

T1N, R11E, SEC 22 ASSESSOR'S PLAT NO 26 LOT 3 EXC E 10 FT OF N 108 FT

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

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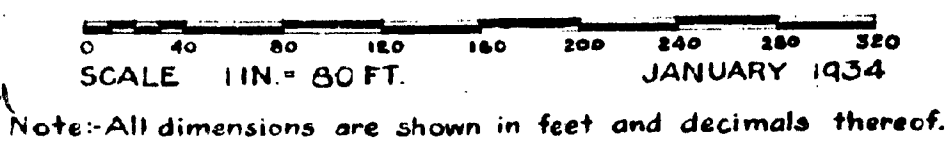
Oakland
 Assessor's Plat No 26
 Feb 14 1934
 Henry J. McLaughlin

"ASSESSOR'S PLAT No. 26"

PART OF THE W. 1/2 OF THE W. 1/2 OF SEC. 22, T. 1 N., R. 11 E.
 CITY OF ROYAL OAK,
 OAKLAND COUNTY, MICH.

Feb 14-1934
 Geo. P. Sawyer

DEDICATION
 Know all men by these Presents, That Duncan McRae
 Assessor of the City of Royal Oak, Oakland County, State of Michigan, by virtue
 of the authority in me vested by Section 13248 Compiled Laws of 1929,
 having been duly authorized by the City Commission, have caused the
 land described in the annexed plat to be surveyed, laid out, and platted, to be
 known as "ASSESSOR'S PLAT No. 26" of the City of Royal Oak, Michigan, and I
 certify that the said municipality has acquired title to the highways, streets,
 alleys, and public places shown on said plat



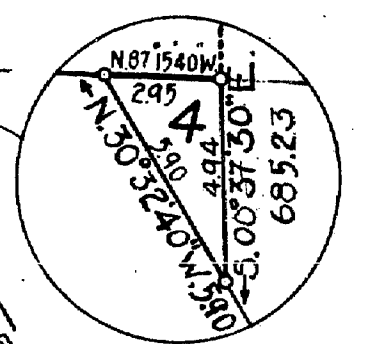
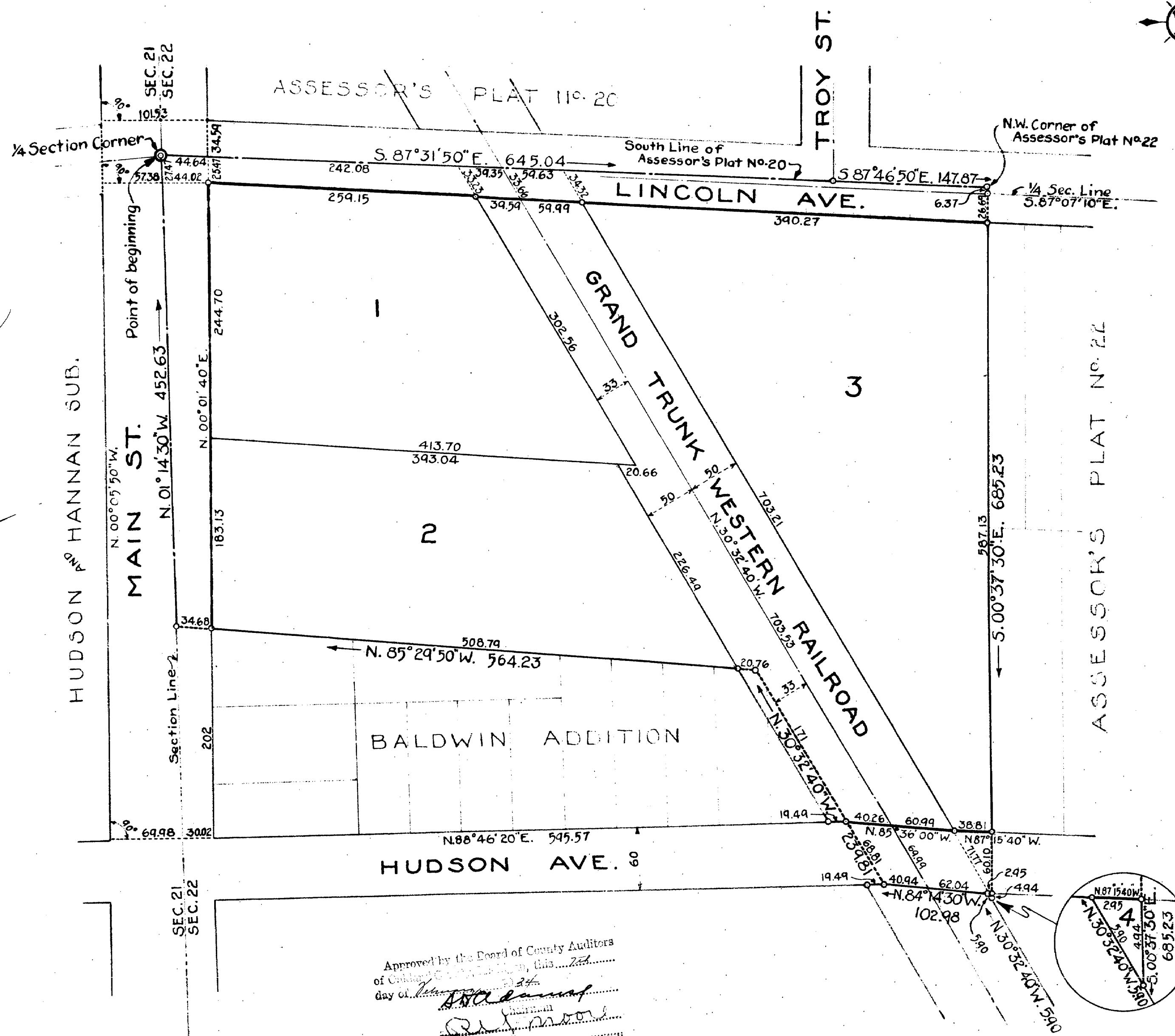
by prior dedication, purchase and adverse possession
 Witness: Duncan McRae (A.S.)
 City Assessor
Max Nyg
Maxine Taylor

STATE OF MICHIGAN } 55
 COUNTY OF OAKLAND }
 On this 31 day of January, A. D.
 1934, before me, a Notary Public in and for said county, personally came the
 above named Duncan McRae, Assessor of the City of
 Royal Oak, Michigan, known to me to be the person who executed the above cer-
 tificate and acknowledged the same to be his free act and deed as such Assessor.
W. J. Shaw
 Notary Public, Oakland County, Mich.
 My Commission Expires Feb. 9, 1934

CERTIFICATE OF MUNICIPAL APPROVAL
 This plat was approved by the CITY COMMISSION of the
 CITY OF ROYAL OAK, MICHIGAN, at a meeting held
February 5, 1934
H. Lloyd Dawson, Mayor.

SURVEYOR'S CERTIFICATE
 I hereby certify that the plat hereon delineated is a correct one and that
 permanent metal monuments of not less than one inch in diameter and fifteen
 inches in length, set in a concrete base at least four inches in diameter and
 forty-eight inches in depth have been placed at points marked thus \circ
 as thereon shown at all angles in the boundaries of the land platted, at all the
 intersections of streets, intersections of alleys, or of streets and alleys, and at
 the intersections of streets and alleys with the boundaries of the plat as shown
 on said plat.
E. M. Shafter
 Registered Civil Engineer.

DESCRIPTION OF LAND PLATTED
 The land embraced in the annexed plat of "ASSESSOR'S PLAT No. 26"
 being part of the W. 1/2 of the W. 1/2 of Section 22, T. 1 N., R. 11 E., City of
 Royal Oak, Oakland County, Michigan, is described as follows: Beginning
 at the West 1/4 Corner of said Section 22; thence S. 87° 31' 50" E., 645.04
 feet along the south line of Assessor's Plat No. 20; thence S. 87° 46' 50" E., 147.87
 feet to the N.W. corner of Assessor's Plat No. 22; thence S. 00° 37' 30" E., 685.23
 feet along the west line of Assessor's Plat No. 22; thence N. 30° 32' 40" W., 590 feet;
 thence N. 84° 14' 30" W., 102.98 feet; thence N. 30° 32' 40" W., 239.81 feet;
 thence N. 85° 29' 50" W., 564.23 feet to the west line of said Section 22;
 thence N. 01° 14' 30" W., 452.63 feet along the west line of said Section
 22 to the point of beginning.



25939



Feb 16-1934
 Geo. P. Sawyer

28117

Assessor's Plat No. 26

Oakland County
Royal Oak, MI

Legend

-  Exception Boundaries
-  Lot boundaries



300 ft

The undersigned hereby certifies that a certain Continuing Collateral Mortgage dated July 15, 1993, made and executed by JayMac, Inc., a Michigan Corporation of 550 N. Woodward, Royal Oak, Michigan 48067 as Mortgagor to COMERICA BANK, a Michigan banking corporation, of 100 Renaissance Center, Detroit, Michigan as Mortgagee and recorded in the Register of Deeds Office on July 27, 1993, in Liber 13803, on Page 650, Oakland County Records, is discharged and satisfied as to land described as:

LOT 3, EXCEPT THE EAST 10 FEET OF THE NORTH 108.0 FEET OF "ASSESSOR'S PLAT NO. 26, AS RECORDED IN LIBER 54, PAGE 26 OF PLATS, OAKLAND COUNTY RECORDS.

Sidwell No. 25-22-302-001
A/K/A 220 East Lincoln, Royal Oak, Michigan 48067
This document is dated May 6, 1996.

54026

WITNESSES:

Denise L. Bivens
Denise L. Bivens

Mary E. Richards
Mary E. Richards

COMERICA BANK

By: June A. Luca
June A. Luca

Its: 21 MAY 96 1:11 P.M. RECEIVED BY PAID RECORDED - OAKLAND COUNTY LYNN D. ALLEN, CLERK/REGISTER OF DEEDS \$ 2.00 REINSTATEMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on May 6, 1996, by June A. Luca, an Assistant Vice President of COMERICA BANK, a Michigan banking corporation, on behalf of the corporation.

Mary E. Richards
Notary Public
County, Michigan
My Commission Expires: _____

DRAFTED BY: Denise L. Bivens (4307776187)

RETURN TO:
Brenda L. Idemudia
Comerica Bank M/C3028
100 Renaissance Center
Detroit, Michigan 48243
dlb/90760/jaymac

MARY E. RICHARDS
NOTARY PUBLIC - WAYNE COUNTY MI
ACTING IN _____ CO. MI
MY COMMISSION EXPIRES 5/7/98

7.30
+2.00
JLB

O.K. - LM

MAY 21 1996

LIBER 138276368

AFFIDAVIT

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The undersigned being first duly sworn deposes and says as follows:

1. He is the managing partner of Luje Land Company, a Michigan partnership. He is also the former president of the Harmat Company, a dissolved Michigan corporation.

2. On or about December 21, 1976, the undersigned and the late E. Curtis Matthews as the former president and secretary of the Harmat Company, a dissolved Michigan corporation executed and delivered a deed to Luje Land Company, a Michigan partnership of which the undersigned is the managing partner. That deed was recorded on January 26, 1977, in Liber 6838 at Page 162 of Oakland County Records and covered land in the City of Royal Oak, County of Oakland described as:

Lot 3, except the easterly 10 feet of the northerly 108 feet, Assessor's Plat No. 26, as recorded in Liber 54 of Plats, Page 16, Oakland County Records.

3. Tax Id 25-22-302-001 - ⁵⁴⁰¹⁶ ~~Due to a scrivener's error~~ ^{City of Royal Oak} the grantee, Luje Land Company, was described as a Michigan corporation. Luje Land Company on December 21, 1976 and at all times subsequent thereto up until the date hereof has been a Michigan partnership.

4. The undersigned as managing partner of Luje Land Company has authority to sell real estate of the partnership including with limitation the real estate covered by the above referenced deed.

Further affiant saith not.

Jane C. Hasse
Jane C. Hasse

LUJE LAND COMPANY
William B. Hargreaves
WILLIAM B. HARGREAVES
Managing Partner

Patrice M. Cole
Patrice M. Cole

Subscribed and sworn to before me this
1st day of July, 1993.

Jane C. Hasse
Notary Public Jane C. Hasse
Oakland County, Michigan
My commission expires: 3/7/94

JANE C. HASSE
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 1994

0476 RECORDS PAID
0001 AUG 03 '93 11:25AM
6788 MISC 7.00

0476 RECORDS PAID
0001 AUG 03 '93 11:25AM
6788 PRT FEE 2.00

Prepared by and when recorded return to:

James H. LoPrete, Esq.
1700 N. Woodward Ave., Ste. A
Bloomfield Hills, MI 48304

7.00
2.00 mt
Dlt
OK - G. B.

FIRST AMERICAN TITLE INSURANCE COMPANY OF MID-WEST · BURTON ABSTRACT DIVISION · SERVING YOU SINCE 1886

The Grantor **Luje Land Company**
Michigan Partnership - corporation, whose address is
2000 East Twelve Mile Road, Royal Oak, Michigan 48073
conveys and warrants to
Jaymac, Inc., A Michigan Corporation
whose address is
550 North Woodward Avenue, Royal Oak, Michigan 48067
the following described premises situated in the City
of **Royal Oak**, County of **Oakland**
and State of Michigan:

Lot 3, except the East 10 feet of the North 108 feet, Assessor's
Plat No. 26, as recorded in Liber 54, Page 16 of Plats, Oakland County Records.

More commonly known as: 220 East Lincoln Street, Royal Oak, Michigan 48067

PAID REG/DEEDS F&B
0001 JUL 27 93 094220M
4732 85505 2.00

PAID REG/DEEDS F&B
0001 JUL 27 93 094220M
4732 85505 2.00

PAID REG/DEEDS F&B
0001 JUL 27 93 094220M
4732 TRANS TX 330.00

for the sum of **Three Hundred Thousand (\$300,000.00) and 00/100**
subject to easements and building and use restrictions of record and further subject to

Dated this 12th day of **July**, 19 **93**

Signed in presence of:

Jane C. Hasse
Jane C. Hasse
James H. LoPrete
James H. LoPrete

Luje Land Company
(Name of Corporation **Partnership**) GRANTOR
By: William B. Hargreaves
Its Partner
By: Jeanne W. Hargreaves
Its Partner

STATE OF MICHIGAN. } SS
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 12th day of **July**
19 **93** by **William B. Hargreaves** and **Jeanne W. Hargreaves**
(Name(s) of Officer(s)) **Partners**

the _____ and _____ of **Luje Land Company**
(Title(s) of Officer(s)) **Partners** (Name of Corporation) **Partnership**
Michigan Partnership corporation, on behalf of the corporation
(State of Incorporation)

Jane C. Hasse
JANE C. HASSE
Notary Public, Oakland County, MI
Michigan My Commission Expires **Mar. 7, 1994** County.
My commission expires 3/7/94

County Treasurer's Certificate
100
7-26-93

City Treasurer's Certificate
MICHIGAN
330.00
330.00
Del. B

When Recorded Return To Jaymac, Inc. (Name) 550 North Woodward Avenue (Street Address) Royal Oak, Michigan 48067 (City and State)	Send Subsequent Tax Bills To: Jaymac, Inc. 550 North Woodward Avenue Royal Oak, Michigan 48067	Drafted By R.S. Elessa/ced/DT 2087-93 Business Address: 20100 Civic Center Drive Suite 100 Southfield, Michigan 48076
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Tax Parcel # **25-22-302-001** Recording Fee **\$10.00** Transfer Tax **\$330.00**
OK-G.K.

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING FIRST AMERICAN TITLE INSURANCE COMPANY OF MID-WEST



LIBER 138037650

Continuing Collateral Mortgage

This Continuing Collateral Mortgage ("Mortgage") is made July 15, 1993, by JayMac, Inc., a Michigan Corporation (individually and collectively if more than one party "Mortgagor"), located at 550 N. Woodward, Royal Oak, Michigan 48067, to Comerica Bank ("Mortgagee"), located at 100 Renaissance Center, Detroit, Michigan 48243.

THIS IS A FUTURE ADVANCE MORTGAGE.

This Mortgage is made to secure all of the following (individually and collectively the "Indebtedness"):

- (i) Payment in the sum of Three Hundred Thousand and No/100ths Dollars (\$ 300,000.00) lawful money of the United States, together with interest, costs and all other sums on that amount, to be paid according to certain note(s), guaranty(ies), letter of credit agreement(s), or other evidence(s) of indebtedness to Mortgagee made as of the date of this Mortgage by the Mortgagor and the following named borrower if other than the Mortgagor: N/A (individually and collectively if more than one party "Borrower"), or made by either the Mortgagor or the Borrower or any or all of them; and any and all extensions, renewals, modifications, substitutions or replacements of the above mentioned note(s), guaranty(ies), letter of credit agreement(s), or other evidence(s) of indebtedness. This reference to a particular dollar amount does not in any way limit the dollar amount secured by this Mortgage.
- (ii) The payment of any and all sums, indebtedness and liabilities of any and every kind now owing or later to become due to the Mortgagee from the Mortgagor and the Borrower or any or all of them during the term of this Mortgage, however created, incurred, evidenced, acquired or arising, whether under the above mentioned note(s), guaranty(ies), letter of credit agreement(s), evidence(s) of indebtedness or under any other instrument, obligation, guaranty, contract or agreement or dealing of any and every kind now existing or later entered into between the Mortgagor or the Borrower and the Mortgagee, or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to become due, together with interest and charges, and including, without limit, all present and future indebtedness or obligations of third parties to the Mortgagee which is guaranteed by the Mortgagor or the Borrower or any or all of them, and the present or future indebtedness originally owing by the Mortgagor or the Borrower or any or all of them, to third parties and assigned by third parties to the Mortgagee, and any and all renewals, extensions, modifications, substitutions or replacements of any of them.
- (iii) The performance of the covenants in this Mortgage and the repayment of all sums expended by the Mortgagee in connection with performance of those covenants.

If (and only if) this Mortgage is a Residential Future Advance Mortgage, as defined by Michigan Compiled Laws, section 565.901 et seq., as amended from time to time (the "Act"), then the following provision shall apply:

THIS MORTGAGE SECURES A MAXIMUM PRINCIPAL AMOUNT OF Three Hundred Thousand and No/100ths DOLLARS (\$ 300,000.00), plus the sum of any Protective Advance(s) (as defined by the Act), including without limitation any advances made by the Mortgagee to preserve the priority of the Mortgage or the value of the mortgaged premises, as defined below, or for attorney fees, collection costs or other expenses which the Mortgagor has agreed to pay, plus all interest on all of the above. If the blank lines for the dollar amount are not completed, then the maximum principal amount shall be deemed to be five (5) times the dollar amount referenced in clause (i) above.

As security for the purposes stated above and elsewhere in this Mortgage, the Mortgagor mortgages and warrants to the Mortgagee, its successors and assigns, the lands, premises and property in the County of Oakland in the State of Michigan, described as follows:

Legal Description: Lot 3, except the east 10 feet of the North 108.0 feet of "Assessor's Plat No. 26 as recorded in Liber 54, Page 26 of Plats, Oakland County Records.

CMC/ID

54026

*2500
3000000*

Parcel Identification No 25-22-302-001 - *city of Royal Oak*
Commonly Known As: 270 East Lincoln, Royal Oak, Michigan 48067
STREET ADDRESS CITY STATE ZIP CODE

Together with:

OK - G.K.

- (a) all related easements, rights-of-way, licenses and privileges;
- (b) all buildings and improvements now or later situated under, upon or over the above described land or any part of it;
- (c) all the tenements, hereditaments, appurtenances, reversions and remainders belonging or pertaining to the above described land and also all other estate, right, title, and interest of the Mortgagor in and to the above described land;
- (d) all the rents, issues, profits, license fees, revenues, charges, accounts and general intangibles arising from the above described land, or relating to any business conducted by the Mortgagor on it, under present or future leases, licenses or otherwise, which are specifically assigned and transferred to the Mortgagee including, without limit, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953, as amended;
- (e) all right, title and interest of the Mortgagor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, adjoining the above described land;

157-15070651

(f) all machinery, apparatus, equipment, goods, fittings, fixtures, and contents of personal property of every kind and nature (other than household goods, as defined by 12CFR227.22, as amended from time to time, unless such good(s) were purchased with the proceeds of any loan or other extension of credit secured by this Mortgage), now or later located in or upon the above described land and used or useable in connection with any present or future operation of the land or any building or buildings now or later on the land and now owned or later acquired by the Mortgagor individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the related machinery, appliances, fixtures and equipment, and all of the right, title and interest of the Mortgagor in and to any equipment which may be subjected to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all equipment is part and parcel of the mortgaged premises and appropriated to the use of the said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagor shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and

(g) any and all awards or payments, including without limit interest on them, and the right to receive them, which may be made with respect to the mortgaged premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss or or damage to any building or other improvement on the above described land, (iv) any other injury to or decrease in the value of the mortgaged premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises or (vi) any refund of utility deposits or right to any tenant deposit. The reasonable attorneys fees, costs and disbursements incurred by the Mortgagor in connection with the collection of these awards or payments shall be additional indebtedness secured by this Mortgage. The Mortgagor agrees to execute and deliver, from time to time, further instruments as may be requested by the Mortgagee to confirm the assignment to the Mortgagee of these awards and payments.

Any reference in this Mortgage to the "mortgaged premises" shall, unless the context requires otherwise, be deemed to include and apply to the above described land, buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments, and appurtenances, awards, payments and all other rights, privileges and interests described above. Notwithstanding the foregoing, this Mortgage shall not secure that part of the indebtedness, if any, which constitutes a consumer loan, other than a loan (which is a consumer loan) made at the same time as this Mortgage and referenced in clause (j) on page one above or otherwise referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof). Without limiting in any way the indebtedness secured by this Mortgage, it is agreed that this Mortgage secures future advances under Act No. 348 of the Michigan Public Acts, as amended. The Mortgagor, on a continuing basis, warrants, covenants and agrees to and with the Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. The Mortgagor will pay to the Mortgagee all indebtedness according to the terms of the relevant instruments or agreements evidencing it, and the Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the indebtedness.
2. The Mortgagor has good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey it; the mortgaged premises are free and clear of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Schedule A (if any) to which this Mortgage is expressly subject, and the Mortgagor will warrant and defend the mortgaged premises against all other claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of the Mortgagee under this Mortgage or any obligation secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes.
3. The Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all taxes, assessments, encumbrances, liens, mortgages, water or sewer charges and other charges and impositions levied, assessed or existing with respect to the mortgaged premises or any part of it, and will deliver to the Mortgagee without demand official receipts showing these payments. If the Mortgagor fails to pay these taxes, assessments, encumbrances, liens, mortgages, charges and impositions when due, or if the Mortgagor fails to pay all interest, collection fees and penalties accrued on them, the Mortgagee, at its sole option, may (but is not obligated to) pay them and the monies paid shall be a lien upon the mortgaged premises added to the amount secured by this Mortgage and payable immediately by the Mortgagor to the Mortgagee, with interest at the higher of (i) the interest rate, if any, charged by the particular entity levying or assessing the tax, assessment or imposition or holding the encumbrance or lien, or (ii) the highest rate charged by the Mortgagee on any of the indebtedness (but in either case not to exceed the maximum interest rate permitted by applicable law).

At the sole option of the Mortgagee, the Mortgagor shall pay to the Mortgagee in advance on the first day of each month a pro rata portion (as determined by the Mortgagee) of all taxes, assessments, liens, encumbrances, mortgages, and other charges levied, assessed or existing on the mortgaged premises. In the event that sufficient funds have been deposited with the Mortgagee to cover the amount of these taxes, assessments, liens, encumbrances, mortgages, and other charges when they become due and payable, the Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, encumbrances, mortgages and other charges at least thirty (30) days prior to the time when they become due and payable, the Mortgagor shall immediately upon request by the Mortgagee pay the amount of the deficiency to the Mortgagee. The Mortgagee shall not be required to keep in a separate account or to pay the Mortgagor any interest or earnings whatever on the funds held by the Mortgagee for the payment of taxes, assessments, liens, encumbrances, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with the Mortgagee in connection with this Mortgage. If an event of default occurs under this Mortgage, any funds then remaining on deposit with the Mortgagee may be applied against the indebtedness immediately upon or at any time after the event of default occurs, and without notice to the Mortgagor. Further, the Mortgagee may make payments from any funds on deposit with the Mortgagee for taxes, assessments, liens, encumbrances, mortgages, or other charges on or with respect to the mortgaged premises notwithstanding that subsequent owners of the premises may benefit as a result. The Mortgagor shall not, and nothing in this Mortgage shall be construed to give the Mortgagor the right to, mortgage or pledge the mortgaged premises or any part of it as security for any other indebtedness or obligations. Nothing in this paragraph shall be considered a consent by the Mortgagee to any lien, mortgage or encumbrance on the mortgaged premises unless set forth on attached Schedule A, if any.

4. The Mortgagor shall keep the buildings and all other improvements now or later existing on the mortgaged premises constantly insured for the benefit of the Mortgagee against fire and other hazards and risks, including without limit vandalism and malicious mischief, as the Mortgagee may require and shall further provide flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the United States Department of Housing and Urban Development, and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended), loss of rents insurance, public liability and product liability insurance and any other insurance as the Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to the Mortgagee. The Mortgagor shall deliver to the Mortgagee the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgage clauses (making all loss payable to the Mortgagee) satisfactory to the Mortgagee. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to the Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving the Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies

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and renewals shall be held by, and are pledged to, the Mortgagee... Should the Mortgagee fail to insure or fail to pay the premiums on any required insurance or fail to deliver the policies or renewals of them as provided above, the Mortgagee may (but is not obligated to) have the insurance issued or renewed (and pay the premiums on it for the account of the Mortgagee) in amounts and with companies and at premiums as the Mortgagee deems appropriate... Application of proceeds by the Mortgagee toward later maturing installments of the indebtedness shall not excuse the Mortgagee from making the regularly scheduled installment payments nor shall such application extend or reduce the amount of any of these payments.

- 5 The Mortgagee shall promptly repair, restore, replace or rebuild each part of the mortgaged premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by the Mortgagee of the insurance proceeds or eminent domain award to payment of the indebtedness.
6 The Mortgagee shall abstain from commission of waste upon the mortgaged premises, keep the buildings, improvements and equipment on the mortgaged premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the mortgaged premises... The Mortgagee shall reimburse the Mortgagee upon demand for all resulting costs and expenses incurred by the Mortgagee...
7 The Mortgagee shall pay (before the same become liens, encumbrances or charges against the mortgaged premises) any and all obligations, liabilities or debts for repairs or improvements to the mortgaged premises or for any other goods, services, or utilities furnished to the mortgaged premises.
8 In the event the mortgaged premises, or any part of it, is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to the Mortgagee and applied toward reimbursement of all the Mortgagee's costs and expenses incurred in connection with collecting the award...
9 The Indebtedness secured by this Mortgage shall become due and payable immediately, without notice, at the option of the Mortgagee, if the Mortgagee shall convey, assign or transfer the mortgaged premises or any part of it by deed, land contract or other instrument, or if title to the mortgaged premises or any part of it shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of the Mortgagee.

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be obligated to deal with and may enter into any contract or agreement with the successor or successors of interest with reference to this Mortgage in the same manner as with the Mortgagor, without in any manner violating, discharging or otherwise affecting the lien of this Mortgage or the Mortgagor's liability under this Mortgage or upon the Indebtedness.

- 10. This Mortgage shall, as to any equipment, fixtures, accounts, general intangibles and other personal property covered by it, be deemed to grant a security interest in the equipment, fixtures, accounts, general intangibles and other personal property pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon request of the Mortgagee from time to time, to promptly furnish a list of personal property owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagee, to immediately execute, deliver and/or file any mortgage and any amendments to this Mortgage, any separate security agreement and any financing statements to include specifically this list of personal property. Upon the occurrence of any event of default under this Mortgage, the Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require the Mortgagor to assemble the personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. The Mortgagor agrees that any requirement of reasonable notice shall be met if the Mortgagee sends notice to the Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice. The Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by the Mortgagee first to the Mortgagee's reasonable expenses in connection with the disposition including, without limit, reasonable attorneys' fees and legal expenses, and then to payment of the Indebtedness.
- 11. As additional security for the payment of the Indebtedness and performance of this Mortgage, the Mortgagor assigns to the Mortgagee all its right, title and interest in and to all written and oral leases and occupancy agreements, now or later existing, covering the mortgaged premises or any part of it (but without an assumption by the Mortgagee of liabilities of the Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and the Mortgagor assigns to the Mortgagee the rents, issues and profits of the mortgaged premises. If an event of default occurs under this Mortgage, the Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the event of default exists and during the pendency of any foreclosure proceedings and during any redemption period. The Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by the Mortgagee to enforce its rights under this Mortgage. The Mortgagee shall at no time have any obligation whatever to attempt to collect rent or other amounts from any tenant or occupier of the mortgaged premises notwithstanding that such tenants and occupiers may not be paying rent or other amounts to either the Mortgagor or to the Mortgagee. Further, the Mortgagee shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the mortgaged premises to the Mortgagor. No action taken by the Mortgagee under this Mortgage shall make the Mortgagee a "mortgagee in possession." The Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the mortgaged premises or any part of it in excess of one month (other than as a security deposit) and the Mortgagee shall not be bound in any respect by any rent prepayment made or received in violation of this prohibition. As additional security for the Indebtedness, the Mortgagor assigns to the Mortgagee all of the Mortgagor's rights and interest in all licenses and permits affecting the mortgaged premises. This assignment shall not be construed as a consent by the Mortgagee to any license or permit so assigned, or to impose upon the Mortgagee any obligations with respect to any license or permit. The Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the mortgaged premises) without first obtaining the written approval of the Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than the Mortgagor) or its issuer, unless this consent has been obtained or this assignment is ratified by the other party or issuer, nor shall this paragraph be construed as a present assignment of any license or permit that the Mortgagor is required by law to hold in order to operate the mortgaged premises.
- 12. As additional security for the Indebtedness, the Mortgagor grants a security interest to the Mortgagee in all deposit or other accounts with the Mortgagee.
- 13. In the event any tax shall be due with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of the Mortgagee in the mortgaged premises, whether levied against the Mortgagee or otherwise, the Mortgagor shall pay this tax at the time and in the manner required by applicable law. The Mortgagor shall hold the Mortgagee harmless and shall indemnify the Mortgagee against all liability of any nature whatever as a result of the imposition of this tax. In the event payment by the Mortgagor of this tax would result in the payment of interest in excess of the permitted rate, then the Mortgagor shall have no obligation to pay the portion of the tax resulting in this excess; provided, however, that in this event the Mortgagee may declare the entire principal balance of the Indebtedness, and accrued interest on it, immediately due and payable and this shall subject the Mortgagor to any applicable prepayment premium or formula.
- 14. (a) The Mortgagor represents, warrants and covenants that the Mortgagor has not used Hazardous Materials (as later defined) on or affecting the mortgaged premises in any manner which violates Environmental Laws (as later defined), that there is no condition concerning the mortgaged premises which could require remediation pursuant to applicable Environmental Laws, and that, to the best of the Mortgagor's knowledge, no prior owner of the mortgaged premises or any current or prior occupant has used Hazardous Materials on or affecting the mortgaged premises in any manner which violates Environmental Laws. The Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the mortgaged premises in any manner unless done in strict compliance with all Environmental Laws.
- (b) The Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the mortgaged premises, whether caused by the Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. Any remedial, removal or other action by the Mortgagor shall not be deemed a cure or waiver of any breach of this paragraph (14) due to the presence or use of Hazardous Materials on or affecting the mortgaged premises. Additionally, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, shareholders, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, reasonable attorneys' fees) of whatever kind or nature arising out of or related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the mortgaged premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the mortgaged premises, (ii) any personal injury (including without limit wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order related to these hazardous materials, (iv) the cost of removal of all Hazardous Materials from all or any portion of the mortgaged premises, (v) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the mortgaged premises, (vi) complying with all Environmental Laws and/or (vii) any violation of Environmental Laws or requirements of the Mortgagee, which are based upon or in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by the Mortgagee), investigation and laboratory fees, environmental studies required

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by the Mortgagee (whether prior to foreclosure, or otherwise), court costs and litigation expenses. Upon the request of the Mortgagee, the Mortgagee and any guarantor shall execute a separate indemnity consistent with this paragraph.

- (c) The Mortgagee has never received any notice ("Environmental Complaint") of any violation of Environmental Laws with respect to the Mortgagee or the mortgaged premises (and, within five (5) days of receipt of any Environmental Complaint, the Mortgagee shall give the Mortgagee a copy of it), and to the best of the Mortgagee's knowledge, there have been no actions commenced or threatened by any party with respect to the Mortgagee or the mortgaged premises for noncompliance with any Environmental Laws.
- (d) In the event this Mortgage is foreclosed or the Mortgagee tenders a deed in lieu of foreclosure, the Mortgagee shall deliver the mortgaged premises to the Mortgagee, purchaser or grantee, as the case may be, free of any and all Hazardous Materials so that the condition of the mortgaged premises shall not be a violation of any Environmental Laws.
- (e) Upon ten (10) days notice to the Mortgagee (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of the Mortgagee's other rights under this Mortgage or elsewhere, the Mortgagee has the right, but not the obligation, to enter on the mortgaged premises and to take other actions as it deems appropriate to investigate or test for, clean up, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials or Environmental Complaint upon the Mortgagee's receipt of any notice from any source asserting the existence of any Hazardous Materials or an Environmental Complaint pertaining to the mortgaged premises which, if true, could result in an order, suit or other action against the Mortgagee and/or any part of the mortgaged premises which, in the sole opinion of the Mortgagee, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by the Mortgagee in the exercise of any of these rights shall be secured by this Mortgage and shall be payable by the Mortgagee upon demand. Any such actions conducted by the Mortgagee shall be solely for the benefit of and to protect the interests of the Mortgagee and shall not be relied upon by the Mortgagee or any third party for any purpose whatsoever. By conducting any such actions, the Mortgagee does not assume control over the environmental affairs or operations of the Mortgagee nor assume any liability of the Mortgagee or any third party.
- (f) The provisions of this paragraph (14) shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of all sums due under any note or other loan documents executed in connection with this Mortgage and the repayment of all other indebtedness, (ii) the satisfaction of all other obligations of the Mortgagee under this Mortgage and under the other loan documents and evidence(s) of indebtedness, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.
- (g) For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and (ii) "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment including, without limit, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 USC 6901 et seq.), and the Michigan Environmental Response Act, as amended (MCL 299601 et seq.).

15. If this Mortgage encumbers a unit in a condominium or planned unit development, the Mortgagee shall perform in the time and manner required all of the Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development and the bylaws, regulations and constituent documents of the condominium or planned unit development. The Mortgagee shall comply with and perform in the time required all obligations and restrictions imposed upon the Mortgagee or the mortgaged premises under applicable deed restrictions, restrictive covenants, easements or other agreements affecting the mortgaged premises, but this is not a consent by the Mortgagee to take subject to any of these agreements unless specifically set forth on attached Schedule A, if any, and the Mortgagee does not assume any obligations under these agreements.

16. If the Mortgagee fails to perform in the time and manner required the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which affects the Mortgagee's interest in the mortgaged premises including, without limit, eminent domain, environmental bankruptcy, insolvency, building, or zoning proceedings, then the Mortgagee at its option may make such appearances, disburse such sums and take such action as is deemed necessary by the Mortgagee to protect the Mortgagee's interest and the Mortgagee will reimburse the Mortgagee upon demand for all sums disbursed and costs incurred including, without limit, reasonable attorneys' fees and costs of entry upon the mortgaged premises to effect repairs. The Mortgagee shall not be liable in any case for failure to exercise its right or for failure to continue exercising its right once having exercised them.

17. No waiver or forbearance by the Mortgagee of any right or remedy under this Mortgage shall affect or extend to or be deemed a waiver of any other right or remedy of the Mortgagee under this Mortgage nor affect or impair the subsequent exercise of the same right or remedy by the Mortgagee for any future or subsequent default by the Mortgagee under this Mortgage.

18. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, any other agreement or afforded by law, and may be exercised concurrently, independently or successively.

19. The occurrence of any of the following events shall be deemed an event of default under this Mortgage and shall entitle the Mortgagee to exercise its remedies under this Mortgage or as otherwise provided by law:

- (a) Default by the Mortgagee in making payment when due, by acceleration or otherwise, of any principal portion of or interest on the indebtedness or any part of it;
- (b) Any failure by the Mortgagee or any guarantor of all or any part of the indebtedness ("guarantor") to comply with, or breach by the Mortgagee or any guarantor of, any of the terms, provisions, warranties or covenants of this Mortgage or any other agreement or commitment between the Mortgagee or any guarantor and the Mortgagee;
- (c) Any warranty, representation, financial statement or other information made, given or furnished to the Mortgagee by or on behalf of the Mortgagee or any guarantor shall be, or shall prove to be or have been false or materially misleading when made, given or furnished;

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- (d) Default under or institution of foreclosure proceedings of any mortgage or lien or any other lien on the mortgaged premises or any portion of it.
- (e) Any proceeding is instituted against the Mortgagor or any guarantor to enforce payment or liquidation of the outstanding obligations of the Mortgagor or any guarantor to third parties;
- (f) Any loss, theft, substantial damage or destruction to the mortgaged premises, or the issuance or filing of any attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or in respect to the Mortgagor or any guarantor or the mortgaged premises;
- (g) Sale or other disposition by the Mortgagor or any guarantor of any substantial part of its assets or property, or death, dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by the Mortgagor or any guarantor; or commencement of any proceedings under any state or federal bankruptcy or insolvency laws or laws for the relief of debtors by or against the Mortgagor or any guarantor; or the appointment of a receiver, trustee, court appointee, sequestrator or otherwise, for all or any part of the property of the Mortgagor or any guarantor; or if there is any termination, notice of termination or breach of any collateral assignment, guaranty, pledge or subordination agreement relating to all or any part of the indebtedness; or if there is any failure by the Mortgagor or any guarantor to pay when due any of its indebtedness (other than to the Mortgagee) or in the observance or performance of any term, covenant or condition in any document evidencing, securing or relating to its indebtedness;
- (h) Any action, suit or proceeding is initiated against the Mortgagor or any guarantor (or any subsidiary if any is a corporation or any general partner if any is a partnership) under any federal or state controlled substance, gambling, or racketeering statute (including, without limit, the Racketeer Influenced and Corrupt Organization Act of 1970), which action, suit or proceeding could result in the confiscation or forfeiture of any portion of the assets of the Mortgagor or any guarantor (or any subsidiary or general partner); or
- (i) The Mortgagee deems the margin of the collateral for the indebtedness insufficient or itself insecure, in good faith believing that the prospect of payment of the indebtedness or performance of this Mortgage is impaired or shall fear deterioration, removal or waste of any of the mortgaged premises.

20. If the Mortgagee at any time(s) for any reason shall incur or expand any sums including, without limit, court costs and reasonable attorneys' fees, whether or not in connection with any suit, action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect the value of the mortgaged premises, or to protect or enforce or otherwise administer any of its rights under this Mortgage, or to recover any of the indebtedness, or for any appraisal, environmental audit, title examination or title insurance policy relating to the mortgaged premises, or otherwise in any way relating to this Mortgage or the indebtedness including, without limit, sums expended in connection with any suit involving the conduct of the Mortgagor or the Mortgagee with respect to this Mortgage or the indebtedness, all of those sums shall on demand be paid by the Mortgagor to the Mortgagee, together with the interest on those sums at the highest rate charged by the Mortgagee to the Mortgagor on any of the indebtedness (but not to exceed the maximum interest rate permitted by applicable law), and shall be a lien on the mortgaged premises and secured by this Mortgage.

21. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the mortgaged premises may be sold in one parcel and as an entirety, or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

22. Acceleration of the indebtedness as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that at any time after acceleration a tender of payment of the amount necessary to satisfy the entire indebtedness by the Mortgagor, or by anyone on behalf of the Mortgagor or otherwise, must include any applicable prepayment premium or formula.

23. Immediately upon the occurrence of any event of default, the Mortgagee shall have the option, in addition to and not in substitution for all other rights and remedies provided in this Mortgage or other agreement or by law, and is authorized by the Mortgagor, to do any or all of the following:

- (a) Declare the entire unpaid amount of the indebtedness, together with accrued and unpaid interest on it and any applicable prepayment premium or formula, and any and all other charges payable by the Mortgagor to the Mortgagee to be immediately due and payable and, at the Mortgagee's option, (i) to bring suit for the same, (ii) to bring suit for any delinquent payment of or upon the indebtedness, or (iii) to take any, and all steps and institute any and all other proceedings that the Mortgagee deems necessary to enforce payment of the indebtedness and performance of other obligations secured under this Mortgage and to protect the lien of this Mortgage
- (b) Commence foreclosure proceedings against the mortgaged premises through judicial proceedings or by advertisement, at the option of the Mortgagee, pursuant to applicable law. The commencement by the Mortgagee of foreclosure proceedings shall be deemed an exercise by the Mortgagee of its option to accelerate the indebtedness, unless such proceedings on their face specifically indicate otherwise. The Mortgagor grants power to the Mortgagee to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with applicable statutes in a single parcel or in several parcels at the option of the Mortgagee.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE RE-ATED SALE OF THE MORTGAGED PREMISES, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE MORTGAGED PREMISES. THE MORTGAGOR WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

- (c) Cause to be updated an abstract or abstracts and tax histories of the mortgaged premises, procure title insurance or title reports and procure new abstracts and tax histories.
- (d) Obtain a receiver to manage the mortgaged premises and collect the rents, profits and income from it.

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- (e) Enter upon the mortgaged premises and take other actions as the Mortgagee deems appropriate to investigate or test for the presence of any Hazardous Materials and/or to appraise the mortgaged premises. Without limiting what other rights and remedies of the Mortgagee are specifically enforceable, the Mortgagor agrees that the Mortgagee's rights under this paragraph (23)(e) are specifically enforceable since there is no adequate monetary remedy available to the Mortgagee.
- (f) Contest the amount or validity of any taxes applicable to the mortgaged premises by appropriate proceedings either in the Mortgagee's name, the Mortgagor's name or jointly with the Mortgagor. The Mortgagor shall execute and deliver to the Mortgagee, upon demand, whatever documents and information the Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. The Mortgagor shall reimburse the Mortgagee for all costs and expenses, including without limit reasonable attorneys' fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to the Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to the Mortgagor. The Mortgagee and any of its employees is each irrevocably appointed attorney-in-fact for the Mortgagor and is authorized to execute and deliver in the name of the Mortgagor those documents deemed necessary or proper by the Mortgagee to carry out any tax contest proceeding or receive the resulting refunds, if any.
- (g) In the event of any sale of the mortgaged premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as the Mortgagee may elect: to (i) all expenses incurred for the collection of the indebtedness and the foreclosure of this Mortgage including, without limit, reasonable attorneys' fees; (ii) all sums expended or incurred by the Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to the Mortgagor unless a court of competent jurisdiction decrees otherwise.
- 24. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason, then that provision shall be deemed null and void to the extent of the conflict or unenforceability and shall be deemed severable, but shall not invalidate any other provision of this Mortgage.
- 25. In the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies under this Mortgage, the Mortgagor waives any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require the Mortgagee to pursue its remedies against any other assets or any other party which may be liable for any of the Indebtedness.
- 26. Promptly upon the request of the Mortgagee, the Mortgagor shall execute, acknowledge and deliver any and all further conveyances, documents, mortgages and assurances, and do or cause to be done all further acts as the Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.
- 27. If more than one person or party has executed this Mortgage as the mortgagor, the term "Mortgagor" shall include each of the mortgagors individually and collectively, and all warranties, covenants, rights and powers given to or conferred upon the Mortgagee are made or given jointly and severally.
- 28. Nothing contained in this Mortgage is intended, nor should it be construed, to preclude the Mortgagee from pursuing any other remedy provided by law for the collection of the Indebtedness or any portion of it, or for the recovery of any other sum to which the Mortgagee may be or become entitled or breach of this Mortgage by the Mortgagor, nor shall anything contained in this Mortgage reduce or release in any manner any rights, security interests or liens in favor of the Mortgagee contained in any existing or future agreement between the Mortgagor and the Mortgagee.
- 29. Any reference in this Mortgage to attorneys' fees shall be deemed a reference to fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in a workout, in consultation with counsel, or otherwise. All costs, expenses and fees of any nature for which the Mortgagor is obligated to reimburse or indemnify the Mortgagee are part of the Indebtedness secured by this Mortgage and are payable upon demand, unless expressly provided otherwise, with interest until repaid at the highest rate charged by the Mortgagee on any of the Indebtedness (but not to exceed the maximum rate permitted by applicable law).
- 30. With respect to the right, title, interest or lien of any person or entity which is superior to the lien of this Mortgage, the Mortgagee has the right, but not the obligation, to acquire and/or pay off the holder of such right, title, interest or lien and add the amount so paid to the Indebtedness and charge interest on that amount at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate permitted under applicable law).
- 31. This Mortgage constitutes the entire agreement of the Mortgagor and the Mortgagee with respect to the subject matter of this Mortgage. No waiver, consent, modification or change of the terms of this Mortgage shall bind the Mortgagor or the Mortgagee unless in writing and signed by the party, or an authorized officer of the party, against whom enforcement is sought. Each waiver, consent, modification or change shall be effective only for the specific purpose given.
- 32. This Mortgage shall be binding on the Mortgagor and the Mortgagee and on the Mortgagor's and the Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for the Mortgagor. This shall not be deemed a consent by the Mortgagee to a conveyance by the Mortgagor of all or part of the mortgaged premises or of any ownership interest in the Mortgagor.
- 33. The Mortgagor has entered into this Mortgage in good faith for the purpose of inducing the Mortgagee to extend credit or make other financial accommodations to or at the request of the Mortgagor, and the Mortgagor acknowledges that the terms of this Mortgage are reasonable.
- 34. Upon request by the Mortgagee, the Mortgagor shall promptly provide the Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the mortgaged premises and its operations as the Mortgagee, from time to time, may request.

LIB 138031657

- 35. At the sole option of the Mortgagee, this Mortgage shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of all or part of the mortgaged premises upon the execution by the Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.
- 36. All notices and demands required or permitted to be given to the Mortgagor shall be deemed given when delivered to the Mortgagor or when placed in an envelope addressed to the Mortgagor at the address above, or at such other address as the Mortgagee may have on its records, and deposited, with postage, in a post office or other depository under the custody of the United States Postal Service. The mailing may be certified, first class or registered mail.
- 37. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Mortgage shall be construed to prevent the Mortgagee from making demand, without notice and with or without reason, for immediate payment of all or any part of that indebtedness at any time or times, whether or not an event of default has occurred.
- 38. Any inspection, audit, appraisal or examination by the Mortgagee or its agents of the mortgaged premises or of information or documents pertaining to the mortgaged premises is for the sole purpose of protecting the Mortgagee's interests under this Mortgage and is not for the benefit or protection of the Mortgagor or any third party. The Mortgagee has no obligation to provide the Mortgagor or any third party designated by the Mortgagor with information concerning or results of any inspection, audit, appraisal or examination by the Mortgagee or its agents. If the Mortgagee, in its sole discretion, discloses information to the Mortgagor this disclosure is for the sole protection of the Mortgagee, does not constitute an agreement to further disclosure and does not create a warranty by the Mortgagee as to the accuracy, sufficiency or any other aspect of the disclosure.
- 39. Upon full and final payment of the Indebtedness and performance by the Mortgagor of all its other obligations under this Mortgage, except as otherwise provided in paragraphs 14(f) and 40 of this Mortgage, the parties shall automatically each fully, finally and forever release and discharge the other from any claim, liability or obligation in connection with this Mortgage and the Indebtedness.
- 40. Notwithstanding any prior revocation, termination, surrender or discharge of this Mortgage, the effectiveness of this Mortgage shall automatically continue or be reinstated, as the case may be, in the event that (a) any payment received or credit given by the Mortgagee in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case this Mortgage shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not the Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is imposed, or sought to be imposed, against the Mortgagee relating to the environmental condition of, or the presence of hazardous or toxic substances, on, in or about, any property given as collateral to the Mortgagee for the indebtedness, whether this condition is known or unknown, now exists or subsequently arises (excluding only conditions which arise after any acquisition by the Mortgagee of any such property, by foreclosure, in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of the Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including without limit reasonable attorneys fees) incurred by the Mortgagee as the direct or indirect result of any environmental condition or hazardous toxic substances. In the event of continuation or reinstatement of this Mortgage, Mortgagor agree(s) upon demand by the Mortgagee to execute and deliver to the Mortgagee those documents which the Mortgagee determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of the Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to the Mortgagee upon demand such documents, the Mortgagee and each Mortgagee officer is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of the Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of the Mortgagor.
- 41. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.
- 42. THE MORTGAGOR AND THE MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.
- 43. Additional provisions, if any:

IN WITNESS WHEREOF, the Mortgagor has signed and delivered this Mortgage the day and year first written above.

RECORDING REQUIREMENTS: Two witnesses are required for each Mortgagor. Type or print name of each Mortgagor, Witness and Notary beneath the respective signature line.

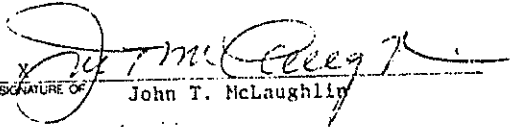
WITNESS.

MORTGAGOR:

LIBER 1380370658

For Corporations or Partnerships:

JayMac, Inc.
NAME OF ENTITY

By: 
SIGNATURE OF John T. McLaughlin

His: President
TITLE

By: _____
SIGNATURE OF

His: _____
TITLE

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

For Individuals:

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

SIGNATURE OF

For Corporations or Partnerships:

STATE OF MICHIGAN) ss.

COUNTY OF Oakland)

LIBER **13803PG659**

The foregoing instrument was acknowledged before me this 10th day of July, 1993 by Thomas T. McLaughlin

and WFB, respectively the President

and WFB of Michigan Corporation

a Michigan Corporation on behalf of said entity.

Notary's Signature: [Signature]

GERALD W. STALB
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires December 5, 1993

Notary Public, _____ County, Michigan

My commission expires: _____

For Individuals:

STATE OF MICHIGAN) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

Notary's Signature: _____

Notary Public, _____ County, Michigan

My commission expires: _____

STATE OF MICHIGAN) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

Notary's Signature: _____

Notary Public, _____ County, Michigan

My commission expires: _____

This instrument was prepared by and when recorded return to:

[Signature]
NAME

Comenca Bank
211 W. Fort St. Box 75000
STREET ADDRESS
Detroit Michigan 48275-1531
CITY STATE ZIP CODE

Jan. 26 77

QUIT CLAIM DEED

STATUTORY FORM FOR CORPORATION 6838 PAGE 162

77 7274

1-11
22

KNOW ALL MEN BY THESE PRESENTS: That THE HARMAT COMPANY, a dissolved Michigan corporation the address of which is 1616 South Main Street, Royal Oak, MI Quit Claim to LUKE LAND COMPANY, a Michigan corporation whose street number and postoffice address is 1616 South Main Street, Royal Oak, MI the following described premises situated in the City of Royal Oak County of Oakland and State of Michigan, to wit:

Lot 3, except the easterly 10 feet of the northerly 108 feet, Assessor's Plat No. 26, as recorded in Liber 54 of Plats, Page 16, Oakland County Records.

BEYTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BEYTON TITLE INSURANCE

Purpose of Deed Reflected on Attached AFFIDAVIT.

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, for the sum of

This Deed is exempt from the transfer tax pursuant to the provision of MCL 1968 PA 327, Section 1(2)

Dated this 21 day of DECEMBER 19 76

Signed in the presence of

Signed by:

Mark J. Sahr
Mark L. Sahr
Conrad M. Nilson

THE HARMAT COMPANY, a dissolved Michigan corporation
by WILLIAM D. HARRONAVES, President
and E. CURTIS MATTHEWS
SECRETARLY

RECORDED
EST. JAN 26 PM 1:30
COUNTY OF OAKLAND

STATE OF MICHIGAN }
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 21 day of DECEMBER, 19 76 by WILLIAM D. HARRONAVES, President, and E. CURTIS MATTHEWS, SECRETARLY of THE HARMAT COMPANY, dissolved Michigan corporation, on behalf of the corporation.

My Commission expires

1-26 19 77

M. VIEAU
Notary Public,
County, Michigan
OAKLAND

When Recorded Return To:
JON H. KINGBEPP
3101 N. Woodward Ave.
Suite 300
Royal Oak, MI 48072

Send Subsequent Tax Bills To:

Trusted by: JON H. KINGBEPP
Attorney at Law
Business Address
3101 N Woodward Ave, Ste 300
Royal Oak, MI 48072

Tax Parcel #

Recording Fee

5.00

Revenue Stamps

Jan. 26 77

NOTARIAL PUBLIC
AFFIDAVIT

STATE OF MICHIGAN)
)
)
COUNTY OF OAKLAND)

The undersigned, being duly sworn, depose and say the following:

1. THE HARMAT COMPANY was a Michigan corporation of which WILLIAM B. HARGREAVES was President, and E. CURTIS MATTHEWS was Vice-President and Secretary at the time of its dissolution.

2. THE HARMAT COMPANY was the Purchaser of a certain Land Contract pertaining to the purchase of the premises described herein, which Land Contract was executed on the 1st day of October, 1971.

3. On the 31st day of December, 1972, THE HARMAT COMPANY did dissolve, transferred its assets to LUJE LAND COMPANY, effective January 1, 1973.

4. The officers and principals of LUJE LAND COMPANY are one and the same as those who were officers and principals of THE HARMAT COMPANY at the time of its dissolution.

Further, you deponents saith not.

WITNESSES:

Mark L. Sehn
Mark L. Sehn

William D. Hargreaves
WILLIAM D. HARGREAVES

Ed Curtis Matthews

E. Curtis Matthews
E. CURTIS MATTHEWS

DAVIS, HAYWARD,
HERTLER, JONES
& KINGSBPP
ATTORNEYS AND COUNSELLORS
3101 N. WOODWARD
SUITE 300
ROYAL OAK, MICH. 48072
(313) 948 6000

Subscribed and sworn to before me this 16 day of November, 1976.

J.M. Hurl
Notary Public, Oakland County,
Michigan
My Commission expires 12-26-77

Prepared by and return to:
Jon H. Kingsbapp
3101 N. Woodward Ave, Ste 300
Royal Oak, MI 48072

QUIT CLAIM DEED
STATUTORY FORM FOR CORPORATION

LIBER 6034 PAGE 638

73 012940

3-1-10
R/L

KNOW ALL MEN BY THESE PRESENTS, That The Harmat Company, a Michigan corporation
the address of which is 1616 South Main Street, Royal Oak, Michigan

Quit Claimed to E. Curtis Matthews, an undivided 80.238% interest, Jeanne W. Hargreaves,
an undivided 9.881% interest, and Lucille W. Matthews, an undivided 9.881% interest
whose street number and postoffice address is 1616 South Main Street, Royal Oak, Michigan

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

See Attached Exhibit No. 1

(This instrument is exempt from Michigan Transfer Tax under
Section 5(a), Act No. 134 of the Public Acts of 1966, as amended
by Act No. 67 of the Public Acts of 1969.)

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,
for the sum of Ten Dollars (\$10.00)

RECORDED IN MICHIGAN
REGISTERED IN LIBER 6034 PAGE 638
JAN 10 1973

Dated this 9th day of January 1973

Signed in the presence of:

Signed by:

Joseph N. Monaghan
Joseph N. Monaghan
John H. Norris
John H. Norris

THE HARMAT COMPANY
William D. Hargreaves
William D. Hargreaves
President
E. Curtis Matthews
E. Curtis Matthews
Secretary

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 9th day of January

19 73 by William D. Hargreaves, President, and E. Curtis Matthews, Secretary
(Individual Name(s) and Office(s) Held)
The Harmat Company
(Corporate Name)

Michigan }
(State of Incorporation) Corporation, on behalf of the corporation.

My Commission expires June 30, 19 74 *John H. Norris* Oakland Notary Public,
County, Michigan

When Recorded Return To: John H. Norris, Esq. 1732 Buhl Building Detroit, Michigan 48226	Bond Subsequent Tax Bills To:	Drafted by: John H. Norris Business Address 1732 Buhl Building Detroit, Michigan 48226
---	-------------------------------	--

Tax Parcel # _____ Recording Fee 5.00 Revenue Stamps _____

LIBER 6034 PAGE 639

EXHIBIT NO. 1

Parcel 1

Lot 3, except the easterly 10 feet of the northerly 108 feet, Assessor's Plat No. 26, as recorded in Liber 54 of Plats, on Page 16, City of Royal Oak, Oakland County Records.

Parcel 2

Lot 72, East 30 feet of Lot 73 and West 40 feet of Lot 74, Hudson and Hannan Subdivision No. 2 of part of the Southeast quarter of Section 21, Town 1 North, Range 11 East, according to the Plat thereof as recorded in Liber 6 of Plats, on Page 14, Oakland County Records.

Parcel 3

All other interests in land which the grantor may have in the City of Royal Oak, Oakland County, Michigan.

QUIT CLAIM DEED
STATUTORY FORM

3-10
226

KNOW ALL MEN BY THESE PRESENTS: That E. Curtis Matthews and Lucille W. Matthews, his wife, Jeanne W. Hargreaves and Lucille W. Matthews, as tenants-in-common the address of which is 1616 South Main Street, Royal Oak, Michigan

Quit Claim to Laje Land Company, a partnership

whose street number and postoffice address is 1616 South Main Street, Royal Oak, Michigan

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

See Attached Exhibit No. 1

(This instrument is exempt from Michigan Transfer Tax under Section 5(a), Act No. 134 of the Public Acts of 1966, as amended by Act No. 67 of the Public Acts of 1969.)

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

together with all and singular the tenements, hereditaments and appurtenances thereunto in anywise appertaining, for the sum of Ten Dollars (\$10.00)

RECORDED
FEB 14 1973
OAKLAND COUNTY MICHIGAN

Dated this 9th day of January 1973

Signed in the presence of:

Signed by:

Joseph H. Monaghan
Joseph H. Monaghan

E. Curtis Matthews
E. Curtis Matthews

John H. Norris
John H. Norris

Lucille W. Matthews
Lucille W. Matthews, his wife

Jeanne W. Hargreaves
Jeanne W. Hargreaves

Lucille W. Matthews
Lucille W. Matthews

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 9th day of January

1973 by E. Curtis Matthews and Lucille W. Matthews his wife, Jeanne W. Hargreaves and Lucille W. Matthews

My Commission expires June 30, 1974

John H. Norris
John H. Norris
Notary Public,
Oakland County, Michigan

When Recorded Return To:
John H. Norris, Esq.
1732 Duhl Building
Detroit, Michigan 48226

Send Subsequent Tax Bills To:

Drafted by: John H. Norris

Business Address: 1732 Duhl Building
Detroit, Michigan 48226

Tax Parcel # _____ Recording Fee \$ 5.00 Revenue Stamps _____

LIBER 6034 PAGE 641

EXHIBIT NO. 1

Parcel 1

Lot 3, except the easterly 10 feet of the northerly 108 feet, Assessor's Plat No. 26, as recorded in Liber 54 of Plate, Page 16, City of Royal Oak, Oakland County Records.

Parcel 2

Lot 72, East 30 feet of Lot 73 and West 40 feet of Lot 74, Hudson and Hennen Subdivision No. 2 of part of the Southeast quarter of Section 21, Town 1 North, Range 11 East, according to the plat thereof as recorded in Liber 6 of Plate, on Page 14, Oakland County Records.

Parcel 3

All other interests in land which the grantor may have in the City of Royal Oak, Oakland County, Michigan.

VLL
22

Land Contract

LIBER 5758 PAGE 810



WITH ALTERNATE TAX AND INSURANCE PROVISIONS
FORM (1971) 7-70 MM

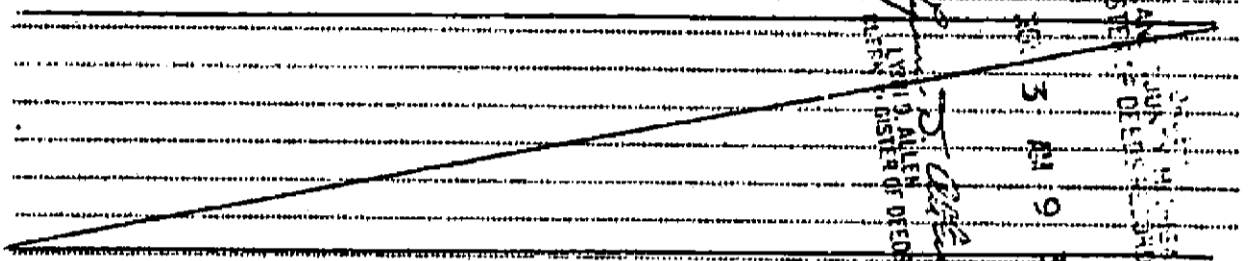
This Contract, Made this 1st day of October, 1971
between ERESBO, INC., a Delaware Corporation the Survivor of a Merger
between Eresbo, Inc. and Lawson Lumber & Builder Supplies, Inc.,
a Michigan Corporation hereinafter referred to as the "Seller,"
whose address is P.O. Box 439, Birmingham, Michigan
and THE HARMAT CO. a Michigan Corporation

hereinafter referred to as the "Purchaser,"
whose address is 1616 S. Main Street, Royal Oak, Michigan

Witnesseth:

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Royal Oak
Oakland County, Michigan, described as: Lot 3, except the easterly
10 feet of the northerly 108 feet, Assessor's Plat No. 26, as
recorded in Liber 54 of Plats, Page 16, Oakland County Records.



together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:
One Hundred Twenty One Thousand Six Hundred / Seventy Five (121,675.00) DOLLARS,
of which the sum of Thirty One Thousand Six Hundred / Seventy Five (31,675.00) DOLLARS,
has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of
Ninety Thousand and 00/100 (90,000.00) DOLLARS,
is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Eight (8%)

per cent. per annum while the Purchaser is not in default, and at the rate of per cent. (per cent.) per cent. per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in quarterly installments of

Four Thousand Six Hundred (4,600.00) DOLLARS each, or more at Purchaser's option, on the _____ day of each month, beginning January 1, 1972, 19_____ said payments to be applied

first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within Five (5) years from the date hereof, anything herein to the contrary notwithstanding.

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

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

2. THE PURCHASER AGREES AS FOLLOWS:

- (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.
- (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.
- (d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

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

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

(f) That he has examined a Title Insurance Policy dated Commitment #63-207120
an Abstract of Title Certified to Dated September 16, 1971
covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

Parties

Description of Premises

Terms of Payment

Seller's Duty to Convey

To furnish Title Evidence

Purchaser's Duties

To Pay Taxes and keep Premises Insured

Alternate Payment Method

Insert amount, if advance monthly installment method of taxes and insurance is to be adopted

Acceptance of Title and Premises

227825.00

Maintenance of Premises

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

Mortgage by Seller

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

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

Non-payment of Taxes or Insurance

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

Assignment by Purchaser

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

Possession

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

Right to Forfeit

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

Acceleration Clause

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

Notice to Purchaser

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

Additional Clauses

(i) Time shall be deemed to be of the essence of this contract.
(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

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

(l) Subject to the rights of tenants in possession.

m. To cover the cost of revenue stamps, the purchaser herein is hereby authorized to deduct the sum of \$134.20 from the final payment.

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

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

Signed in the presence of:

Patricia A. Purdo
Ernest L. Gryka
Ernest L. Gryka
V. R. ALLEN

ERESBO, INC.

By: Fred A. Erb, President

THE HARMAT CO.

By: W. B. Hargreaves, Pres.

WARRANTY DEED

LIBER 5259 PAGE 8, A

68 66529

STATUTORY FORM FOR CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That Lawson Estates, Incorporated, a Michigan Corporation
 the address of which is 605 South Main Street, Royal Oak, Michigan
 Conveys and Warrants to LAWSON LUMBER and Builder Supplies, Inc., a Michigan Corporation
 whose street number and postoffice address is 605 South Main Street, Royal Oak, Michigan
 the following described premises situated in the City of Royal Oak County of Oakland and State of Michigan, to-wit:

Lot 3 except the Easterly 10 feet of the Northerly 100 feet, Assuzora Plat No. 26, in Section 22, Town 1 North, Range 11 East, part of the West half of the West half of Section 22, City of Royal Oak, Oakland County, Michigan, according to the plat thereof as recorded in liber 54 of Plats, page 16, Oakland County Records.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of Eighty thousand and no/100 Dollars (\$)

subject to

SEE ATTACHED RIDER

Dated this 26th

day of

September

1968

Signed in the presence of

Signed by

Carolyn H. Hutton
 Carolyn Hutton

Lawson Estates, Incorporated,
 a Michigan Corporation

Stephen W. Jones
 Stephen W. Jones

Arthur T. Lauffe
 ARTHUR T. LAUFFE
 President

RIDER

Subject to building and use restrictions and easements of record and subject to a right of way granted to the Detroit Edison Company, as recited in Liber 2433, page 465, Oakland County Records, route to be in a Northerly and Southerly direction over the Easterly part of subject property described above in this agreement. Said right of way was renewed by instruments recorded in Liber 3027, page 235 and Liber 3864, page 433, both of Oakland County Records.

COMPANY HAS OPERATED CONTINUOUSLY SINCE 1904

STATE YOUR REAL ESTATE TRANSACTION SAFE BY USING

BURTON ABSTRACT AND TITLE COMPANY

BY USING BURTON TITLE INSURANCE

and
TAXES 525.00 PAID 8.00

STATE OF MICHIGAN
County of Oakland

On this 26th day of September 1968 before me, a Notary Public
in and for said County, personally appeared Arthur T. Laurie

known, who being by me duly sworn, did say that he is
the President

of Lannon Estates, Incorporated, a Michigan Corporation
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the
corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority
of its board of directors and said
acknowledged said instrument to be the free act and deed of said corporation.

Stephen W. Jones
Stephen W. Jones
Notary Public,
Oakland, Michigan

My Commission expires 7-29-69

NOTES—It may also be a matter of knowledge as to "each for himself" and as to "they are respectively."

County Treasurer's Certificate
OAKLAND COUNTY TREASURER'S CERTIFICATE
I hereby certify that the within instrument is a true and correct copy of the original as filed in my office on this 27th day of September 1968.
James C. Spector
James C. Spector, County Treasurer

City Treasurer's Certificate
STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
Dept. of Taxation
88.00
RE-11400

When recorded return for
Arthur T. Laurie
605 S. Main St.
Royal Oak, Mich.

Recording Fee 200.00
Dated by: Stephen W. Jones
Business address: 521 Washington Sq.
Building
Royal Oak, Mich.
10/16/68

Recording Fee 200.00
Dated by: Stephen W. Jones
Business address: 521 Washington Sq.
Building
Royal Oak, Mich.
10/16/68

*See note re P.A. 1962, No. 156, on reverse side.

11/2

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44759

THIS AGREEMENT, made this 21st day of July, A.D. 1958, by and between LAWSON ESTATES, INC., hereinafter referred to as "LAWSON," and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter referred to as "EDISON,"

WHEREAS, LAWSON did on June 28, 1948 execute a written instrument granting to EDISON the right to construct, operate and maintain its overhead lines for the transmission and distribution of electricity and EDISON communication facilities upon, over and across the following described property located in the City of Royal Oak, County of Oakland and State of Michigan, to wit:

Lot 3 of Assessor's Plat #26 of part of the west half of the west half of Section 22, Town 1 North, Range 11 East, according to the plat thereof recorded in Liber 54 of Plats, page 16, Oakland County Records, excepting from said Lot 3 the North 108 feet of the East 10 feet; and

WHEREAS, said instrument was recorded in the office of the Register of Deeds for Oakland County, Michigan on July 8, 1949 in Liber 2433, page 465-8 of Oakland County Register of Deeds records, and

WHEREAS, in accordance with the provisions contained therein said grant was extended for an additional five (5) years from June 28, 1953, which instrument was recorded in the office of the Register of Deeds for Oakland County, Michigan, on July 22, 1953 in Liber 3027, page 235-236, of Oakland County Register of Deeds Records, and

WHEREAS, on June 27, 1958, said grant as extended terminated, and

WHEREAS, notwithstanding the fact that said grant as extended has terminated the parties hereto are mutually willing and agreeable to extend said right for an additional five (5) years from June 28, 1958.

NOW, THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00) and other valuable considerations by EDISON to LAWSON, receipt of which is hereby acknowledged by LAWSON, LAWSON does by these presents extend the time for the termination of the aforementioned grant for an additional period of five (5) years from and after June 28, 1958.

1958 AUG 22 PM 51
RECORDED
MICHIGAN
REGISTER OF DEEDS
OAKLAND COUNTY RECORDS

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 12761

In all other respects, said grant dated June 28, 1948, and recorded in Liber 2433, page 465-8 of Oakland County Register of Deeds Records, shall remain the same as when written.

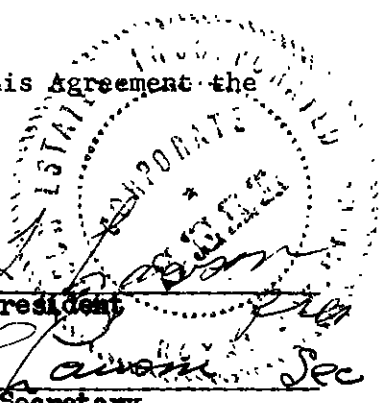
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

In the Presence of:

Lois Montfils
Lois Montfils
Fred A. Weber
Fred A. Weber

LAWSON ESTATES, INC.

By Clyde L. Lawson
Clyde L. Lawson, President
By Arthur L. Lawson
Arthur L. Lawson, Secretary



ACCEPTED:

THE DETROIT EDISON COMPANY

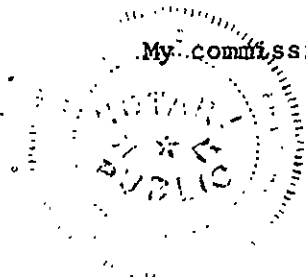
BY Richard H. Taylor
Richard H. Taylor, Director
Real Estate and Rights of Way Dept.

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 21 day of July, A.D. 1958, before me appeared Arthur L. Lawson and Clyde L. Lawson to me personally known, who being by me severally duly sworn, did say that they are respectively Secretary and President of LAWSON ESTATES, INC. a corporation created and existing under the laws of the State of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Arthur L. Lawson and Clyde L. Lawson acknowledged the said instrument to be the free act and deed of the said corporation.

Thelma McElmurry
Thelma McElmurry, Notary Public, Oakland County, Michigan

My commission expires October 26, 1958
Notary Public, Oakland County, Michigan
My Commission Expires October 26, 1958



RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 12461

THIS AGREEMENT, made this 16th day of June, A.D. 1953, by and between LAWSON ESTATES, INC., hereinafter referred to as "LAWSON," and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter referred to as "EDISON,"

WHEREAS, LAWSON did on June 28, 1948 execute a written instrument granting to EDISON the right to construct, operate and maintain its overhead lines for the transmission and distribution of electricity and EDISON communication facilities upon, over and across the following described property located in the City of Royal Oak, County of Oakland and State of Michigan, to-wit:

Lot 3 of Assessor's Plat #26 of part of the west half of the west half of Section 22, Town 1 North, Range 11 East, according to the plat thereof recorded in Liber 54 of Plats, page 16, Oakland County Records, excepting from said Lot 3 the North 108 feet of the East 10 feet; and

WHEREAS, said instrument was recorded in the Office of the Register of Deeds for Oakland County, Michigan on July 8, 1949 in Liber 2433, page 465-8 of Oakland County Register of Deeds records, and

WHEREAS, said grant, in accordance with the provisions contained therein, shall terminate five (5) years from June 28, 1948, and

WHEREAS, the parties hereto are willing and agreeable to extending said right for an additional five (5) years from June 28, 1953.

NOW, THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00) and other valuable considerations by EDISON to LAWSON, receipt of which is hereby acknowledged by LAWSON, LAWSON does by these presents extend the time for the termination of the aforementioned grant for an additional period of five (5) years from and after June 28, 1953.

In all other respects, said grant dated June 28, 1948 and recorded in Liber 2433, page 465-8 of Oakland County Register of Deeds Records, shall remain the same as when written.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 16 day and year first above written.

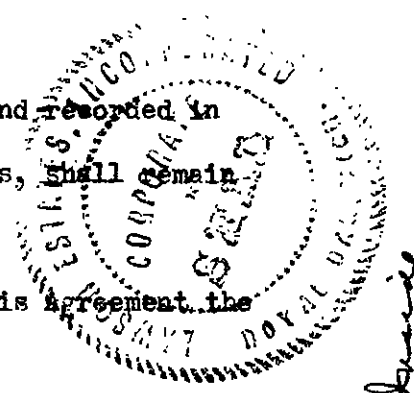
In the Presence of:
Fred A. Weber
Fred A. Weber
B. F. Wagner
B. F. Wagner

L. G. Hedden
L. G. Hedden

LAWSON ESTATES, INC.
By Clyde L. Lawson Pres.
Clyde L. Lawson
By Arthur L. Lawson Sec.
Arthur L. Lawson

ACCEPTED: THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H. Taylor
Director
Rights-of-Way Department

RIGHT OF WAY FILE NO. 12461



33800

W 1/2 OF W 1/2 OF SEC. 22

0451

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

On this 16th day of June, A.D. 1953, before me appeared CLYDE L. LAWSON and ARTHUR L. LAWSON to me personally known, who being by me severally duly sworn, did say that they are respectively PRESIDENT and SECRETARY of LAWSON ESTATES, INC., a corporation created and existing under the laws of the State of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said CLYDE L. LAWSON and ARTHUR L. LAWSON acknowledged the said instrument to be the free act and deed of the said corporation.

B. F. Wagner
 B. F. Wagner
 Notary Public, ~~Oakland~~ Wayne County, Michigan
 ACTING IN OAKLAND COUNTY

My commission expires: Jan. 15, 1953

REGISTER OF DEEDS } JUL 22 1953
 Oakland County, Mich. }
 Received for record at 4 o'clock P. M. and recorded in Liber 3027 Page 235-36 of Oakland County Register of Deeds Records.

	APPROVED	DATE
REAL ESTATE AGENT		
RIGHT OF WAY	<u>J. S. Hadden</u>	<u>6-16-53</u>
PROFESSIONAL ENGINEER		
SURVEYOR		
ATTORNEY	<u>Wm. H. H. Hadden</u>	<u>6/12/53</u>

Orrin McQuaid
 ORRIN McQUAID, Register of Deeds

RIGHT OF WAY FILE NO. 12461

RETURN TO
 RICHARD H. TAYLOR
 The Detroit Edison Company
 2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

Date June 28th 1948

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, LAWSON ESTATES, INC. (hereinafter referred to as "LAWSON") hereby grants to THE DETROIT EDISON COMPANY (hereinafter referred to as "EDISON"), its successors and assigns, the right to construct, operate and maintain its overhead lines for the transmission and distribution of electricity and Edison communication facilities, including two (2) towers each having a base of approximately twenty (20) feet square to be erected in the locations shown on the attached drawing, fixtures, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation upon, over and across that portion of the below-described property as per drawing attached hereto and made a part hereof, located in the City of Royal Oak, County of Oakland, State of Michigan, and described as follows:

Lot 3 of Assessor's Plat #26 of part of the west half of the west half of section 22, town 1 north, range 11 east, according to the plat thereof recorded in Liber 54 of Plats, page 16, Oakland County Records, excepting from said Lot 3 the North 108 feet of the East 10 feet.

The route of the overhead lines shall be as follows:

In a Northerly and Southerly direction across the East part of above-described property.

Edison, its successors and assigns, covenants and agrees that it will reimburse Lawson for all damage caused by its agents, servants and employes, teams, trucks and other vehicles and equipment in entering said property for the purposes set forth herein.

Edison, its successors and assigns, covenants and agrees to save and keep Lawson, its successors and assigns, harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Lawson harmless of and from any loss, cost, damage or expense,

COPY OF MAY FILE NO. 12461

2433
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Liber 2433 Page 465

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including attorneys' fees, arising out of or from any accident or other occurrence on or about the premises above described, causing injury to any person or property whomsoever or whatsoever, arising by reason of the construction, operation and maintenance of said towers, fixtures, wires and equipment on the premises described above. Edison further covenants and agrees to protect, indemnify and save Lawson harmless of and from any and all claims, and against and from any and all loss, cost, damage or expense, including attorneys' fees, arising out of any failure of Edison in any respect to comply with and perform all of the terms and provisions contained herein.

Edison, for itself, its successors and assigns, covenants and agrees to relocate its towers, fixtures, wires and equipment upon a six months' notice from Lawson, its successors or assigns, so to do, should the future use of the property by Lawson, its successors or assigns, be such as to require relocation. Upon termination of the rights herein granted by expiration of the five (5) year period here stipulated, or in the event Edison abandons or discontinues the use of said overhead lines for the purposes stated above within said period, it shall, at its own cost and expense, remove said towers, bases, fixtures, wires and equipment, and restore the premises to the same condition as they were on the date hereof.

Notwithstanding anything to the contrary herein stated, it is agreed that the rights herein granted to the Edison shall terminate in five (5) years from the date hereof. Any extension of time at the end of said period shall be at the option of Lawson and shall be subject to negotiation in the light of conditions then existing.

In addition to the above consideration, Edison, or its successors and assigns, shall pay Lawson the sum of One Hundred (\$100.00) Dollars for the above right-of-way on the premises described above before the towers are erected.

RIGHT OF WAY FILE NO. 12248

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

Witness:

Signed: LAWSON ESTATES, INC.

Fred A. Weber
Fred A Weber
Fred A. Weber
Fred A Weber
Lyman G. Hedden
Lyman G Hedden

Clyde L. Lawson
Clyde L Lawson
Arthur L. Lawson
Arthur L Lawson

Accepted: THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H Taylor Right-of-Way Agent

STATE OF MICHIGAN
SS
County of Oakland

On this 28th day of June A.D. 1948, before me appeared Clyde L. Lawson and Arthur L. Lawson, to me personally known, who being by me severally duly sworn, did say that they are Secretary and President respectively of LAWSON ESTATES, INC. a corporation created and existing under the laws of STATE OF MICHIGAN, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Clyde L. Lawson and Arthur L. Lawson acknowledged the said instrument to be the free act and deed of the said Corporation.

Lyman G Hedden
Lyman G Hedden
Notary Public Wayne Michigan County.

My commission expires: 12/8/50

(Acting in Oakland County)

RIGHT OF WAY FILE NO. 12461

REGISTER OF DEEDS } JUL 8 1949
Oakland County, Mich. }
Received for record at 11:30 o'clock A M. and recorded in
Liber 2422 Page 465-8 of Oakland
County Register of Deeds Records.

Orrin McQuaid
ORRIN McQUAID, Register of Deeds