

**Detroit Edison**

**Right of Way Agreement**

LIBER 9959 PAGE 626

July 22, 19 86

H/12

2

#

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the City of Madison Heights, Oakland County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be ten (10) feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be shown on a drawing to be recorded 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES equipment.
2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
3. If the lines or facilities of UTILITIES' are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date:

Witnesses:

Grantors: Mawya Masri, A Married Woman

Paul G. Nicosia  
PAUL G. NICOSIA

Mary Ann Zawierucha  
MARY ANN ZAWIERUCHA

Mawya Masri

B#92 REG/DEEDS PAID  
0001 JUN.16'87 01:26PM  
8435 MISC 13.00

9.00  
13.00  
DRE

Prepared By: Stuart Chipman  
The Detroit Edison Company  
30400 Telegraph Road, #264  
Birmingham, MI 48010

Address: 33112 Ione  
Sterling Heights, MI 48077

DEEDS Rtn

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

RECORDED RIGHT OF WAY NO. 37375

State of Michigan) SS.  
County of Oakland)

On this 22nd day of July, A.D. 1986, before me, the undersigned, a notary public in and for said county, personally appeared **MAWYA MASRI**, A Married Woman known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

My Commission Expires: 10-19-88

Mary Ann Zawierucha  
Notary Public Oakland County, Michigan  
MARY ANN ZAWIERUCHA  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 19, 1988

Witnesses:

Grantors:

Paul G. Nicosia  
PAUL G. NICOSIA

Merrill R. Spencer  
Merrill R. Spencer

Mary Ann Zawierucha  
MARY ANN ZAWIERUCHA

Judith A. Spencer  
Judith A. Spencer, His Wife

217 Jeffrey

Royal Oak, MI

State of Michigan) SS.  
County of Oakland)

On this 22nd day of July, A.D. 1986, before me, the undersigned, a notary public in and for said county, personally appeared **MERRILL R. SPENCER AND JUDITH A. SPENCER**, His Wife known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

My Commission Expires: 10-19-88

Mary Ann Zawierucha  
Notary Public Oakland County, Michigan  
MARY ANN ZAWIERUCHA  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 19, 1988

RECORDED RIGHT OF WAY NO. 37376

APPENDIX "A"

Parcel 1 - Part of the northwest 1/4 of Section 12, beginning at a point on the north line of Section 12, T1N., R11E., said point being 417.40 feet north 89°57' east of the northwest corner of said section; thence North 89°57' East along the North line of said section 131.20 feet; thence South and parallel to the West line of said section 663.20 feet; thence South 89°54'08" West 131.20 feet; thence North 663.72 feet to the place of beginning, excepting therefrom the North 43 feet as deeded to the Board of County Road Commissioners Oakland County by Deed recorded in Liber 5954, page 213.  
Tax #25-12-101-051.

R.O.

Parcel 2 - Part of the West 1/2 of the Northwest 1/4 of Section 12, T1N., R11E., City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant North 89°57'00" East 679.80 feet from the Northwest corner of said section 12; thence North 89°57'00" East 131.20 feet; thence South 663.36 feet; thence South 89°54'00" West 262.40 feet; thence North 200.00 feet; thence North 89°54'08" East 131.20 feet; thence North 463.48 feet to the point of beginning.  
Tax #25-12-101-053.

RECORDED RIGHT OF WAY NO.

37375

**Detroit  
Edison**

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

July 1, 1986

Abe Masri  
16375 Woodward  
Detroit, MI 48203

Gentlemen:

RE: Masri Manor Apartments and Townhouses

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010. Attn: Stuart R. Chipman, Room 264.

Sincerely,

Stuart R. Chipman, Representative  
Real Estate, Rights of Way & Claims

SRC:lhq  
Enclosures

RECORDED RIGHT OF WAY NO. 37376



QUIT CLAIM DEED  
STATUTORY FORM

LIBER 9327 PAGE 284

86 44202

KNOW ALL MEN BY THESE PRESENTS: That Dominic Tringali, Trustee Under The Dominic Tringali Trust dated August 6, 1979 whose address is 60651 Mound Road, Washington, Michigan 48094

Quit Claim to City of Madison Heights, a Municipal Corporation

whose street number and postoffice address is 300 West Thirteen Mile Road, Madison Heights

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

The north 60 feet of the following described parcel:

Parcel 1

City of Madison Heights

Part of the northwest 1/4 of section <sup>R.O.</sup> 12, beginning at a point of the north line of section 12, town 1 north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes east of the northwest corner of said section; thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.60 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north 663.72 feet to the place of beginning.

25-12-101-051 NW 1/4

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

Dated this 14th day of March 19 86

Signed in the presence of:

Virginia Tringali  
VIRGINIA TRINGALI  
Merrill R. Spencer  
MERRILL R. SPENCER

Signed by:  
Dominic Tringali, Trustee Under the  
Dominic Tringali Trust dated August 6, 1979

Dominic Tringali  
Dominic Tringali

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me this 14th day of March

19 86 by By Dominic Tringali, Trustee Under the Dominic Tringali Trust dated August 6, 1979.

MAGDALENE R. RASMUSSEN  
Notary Public, Wayne County, MI  
My Commission expires Nov. 29, 1987

Magdalene R. Rasmussen  
Acting in Oakland  
Notary Public,  
County, Michigan

When Recorded Return To:  
Grantee  
City Clerk's Office  
300 W. 13 Mile  
Madison Hgts MI 48071

Send Subsequent Tax Bills To:  
Grantee

Drafted by:  
Michael A. Hanna  
Business Address  
450 S. Main Street  
Clawson, MI 48017

Tax Parcel # \_\_\_\_\_ Recording Fee \_\_\_\_\_ Revenue Stamps \_\_\_\_\_

cc: City Assessor  
C. Dev. Director

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

1-11  
12

#

Ret

Wood  
7376

OK



Commitment No. 63-239123

Escrow No. 25802

### ESCROW AGREEMENT

Deposited with you herewith is A Warranty Deed for Parcel #1

to be held by you in escrow for delivery under the following terms and conditions:

The escrow agent shall release the warranty deed to the purchaser upon receipt of proof that all payments have been made. Proof of payment shall be in the form of a letter from seller, or by seller's failure to respond to the escrow agent within fifteen (15) days of written notice from the purchaser of intention to request release of above deed.

Said notice to be sent to seller by certified mail, return receipt request to sellers last current address. (See reverse side for addresses)

The purchaser is authorized to deduct the applicable state transfer tax required for the recording of said deed from the last payment.

Should deed remain in escrow due to non-payment after May 20, 1989 you are authorized to return the same to the seller upon his written demand.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

For your services as herein specified, you are to receive the sum of

Fifty and 00/100 (\$50.00) Dollars

to be paid when escrow agreement submitted for acceptance

Dated: March 7, 1986

In the presence of  
*Michael D. Hamma*  
MICHAEL D. HAMMA  
SAM HAMAME

*Merrill R. Spencer*  
Merrill R. Spencer Vendor  
*Judith A. Spencer*  
Judith A. Spencer Vendor  
*Mawya Masri*  
Mawya Masri Vendee

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

ST. PAUL TITLE  
INSURANCE CORPORATION  
1600 W. WASHINGTON  
ST. PAUL, MN 55102

ST. PAUL TITLE INSURANCE CORPORATION

By *Nancy Schaefer*  
Authorized Signature

RECORDED RIGHT OF WAY NO. 37575



Commitment No. 63-239123

Escrow No. 25802-A

### ESCROW AGREEMENT

Deposited with you herewith is A Warranty Deed for parcel #2

to be held by you in escrow for delivery under the following terms and conditions:

The escrow agent shall release the warranty deed to the purchaser upon receipt of proof that all payments have been made. Proof of payment shall be in the form of a letter from seller, or by seller's failure to respond to the escrow agent within fifteen (15) days of written notice from the purchaser of intention to request release of above deed.

Said notice to be sent to seller by certified mail, return receipt request to sellers last current address. (See reverse side for addresses)

The purchaser is authorized to deduct the applicable state transfer tax required for the recording of said deed from the last payment.

Should deed remain in escrow due to non-payment after May 20, 1989 you are authorized to return the same to the seller upon his written demand.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

For your services as herein specified, you are to receive the sum of

Fifty and 00/100 (\$50.00)

Dollars

to be paid when escrow agreement submitted for acceptance.

Dated: March 13, 1986

In the presence of

Merrill R. Spencer  
Judith A. Spencer  
Sam Hamane  
SAM HAMANE

Merrill R. Spencer Vendor  
Judith A. Spencer Vendor  
Maywa Masri Vendee

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

FIRST AMERICAN TITLE  
INSURANCE COMPANY  
OF MICHIGAN  
100 W. S. BERRY ST.  
P.O. BOX 1289  
TROY, MICH 48066

ST. PAUL TITLE INSURANCE CORPORATION

By [Signature]  
Authorized Signature

RECORDED RIGHT OF WAY NO. 37375



*63-239123*  
**Land Contract** **First American Title Insurance Company**  
**Mid-America**

WITH ALTERNATE TAX AND INSURANCE PROVISIONS BURTON ABSTRACT DIVISION 86 **41185**

LIBER **9320** PAGE **512** PARCEL # one

**This Contract**, Made this 7th day of March, 1986

Parties

between Merrill R. Spencer & Judith A. Spencer, his wife

hereinafter referred to as the "Seller,"

whose address is 217 Jeffrey, Royal Oak, Michigan

and Mavya Masri, a married women

hereinafter referred to as the "Purchaser,"

whose address is 33112 Ione, Sterling Hts, Michigan 48077

**Witnesseth:**

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Madison Heights  
Oakland County, Michigan, described as:

City of Madison Heights  
 Parcel 1

Part of the northwest 1/4 of section 12, beginning at a point on the north line of section 12, town 1 north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes east of the northwest corner of said section thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.20 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north 663.72 feet to the place of beginning, excepting therefrom the north 43 feet as deeded to the Board of County Road Commissioners Oakland County by Deed recorded in Liber 5954, page 213. \*

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 Vacant

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:

Ninety Thousand Dollars and no/100 (\$ 90,000.00 ) DOLLARS.

of which the sum of Twenty Five Thousand Dollars and no/100 (\$ 25,000.00 ) DOLLARS.

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Sixty Five Thousand Dollars and no/100 (\$ 65,000.00 ) DOLLARS.

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of ten ( 10 ) per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of

One Thousand Two Hundred Dollars and no/100 (\$ 1200.00 ) DOLLARS

each, or more at Purchaser's option, on the 7th day of each month, beginning April 7, 1986; 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 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 insuring Purchaser 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 First American Title Insurance Company of Mid-America, if the evidence of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract 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 Purchaser to pay separately 13.00 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 to the Seller upon demand. The amounts so paid shall be added to the principal balance of this contract. The monthly payment, under this paragraph, may be adjusted from time to time so that the amount received by the Seller, plus 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 the insurance commitment dated February 10, 1986 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.

\*Tax Item No 44 25-12-101-051

OAKLAND COUNTY RECORDS  
 MAR 28 10:10

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

Vertical text on the left margin, including "I hereby certify that these instruments were paid for by the state or any individual against the tax for five years..." and handwritten notes like "1.11/12" and "327 P.B."

1763

Handwritten initials or signature at the bottom right corner.

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, reasonable wear and tear excepted, 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.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Mortgage by Seller

(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; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); 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. If 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 first maturing hereon, with interest at the rate provided in Paragraph 1 (b) 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 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, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

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.

(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.

(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.

Notice to Purchaser

(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 first class 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.

Additional Clauses

(l) See attached addendum

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:

*Sam Hamame*  
SAM HAMAME

*Merrill R. Spencer*  
Merrill R. Spencer Seller  
*Judith A. Spencer*  
Judith A. Spencer Seller

*Michael R. Masri*  
MICHAEL R. MASRI

*Mawya Masri*  
Mawya Masri Purchaser

RECORDED RIGHT OF NO.

37375



ADDENDUM TO LAND CONTRACT

LIBER 9320 PAGE 518

Sellers: Merrill R. Spencer and Judith A. Spencer

Purchaser: Maywa Masri

Property: Parcel #1

This Addendum is incorporated in and made a part of the Land Contract dated March 7, 1986.

1. On the third anniversary date of this Land Contract, Purchaser shall pay a principal payment to Seller in the amount of \$4500.00.

2. Simultaneously with the execution of this Land Contract Seller and Purchaser have executed a Land Contract for an adjacent parcel of property described as:

City of Madison Heights  
Parcel 2

Part of the west 1/2 of the northwest 1/4 of section 12, town 1 north, range 11 east, City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant north 89 degrees 57 minutes 00 seconds east 679.80 feet from the northwest corner of said section 12; thence north 89 degrees 57 minutes 00 seconds east 131.20 feet; thence south 663.36 feet; thence south 89 degrees 54 minutes 00 seconds west 262.40 feet; thence north 200.00 feet; thence north 89 degrees 54 minutes 08 seconds east 131.20 feet; thence north 463.48 feet to the point of beginning  
Tax Item No. 25-12-101-053

It is agreed that the land contracts are interdependent, and a default in either shall be a default of the other.

3. Sellers shall escrow a warranty deed to the subject property with First American Title Insurance Company for release to Seller upon full payment of all principal and interest due under this land contract. The release of the Warranty Deed to Purchaser for Parcel 1 is contingent upon full payment of all principal and interest due for the land contract for parcel 2 as per item #2 above.

RECORDED RIGHT OF WAY NO. 373225

WHEREFORE the parties have read, understood and agreed to be bound to to the land contract and this addendum thereto.

In the presence of:

Sellers:

*Sam Hamame*  
SAM HAMAME

*Merrill R. Spencer*  
Merrill R. Spencer

*Judith A. Spencer*  
Judith A. Spencer

Purchaser:

*Michael R. Mast*  
MICHAEL R. MAST

*Maywa Mast*  
Maywa Mast

Dated: MARCH 13, 1986

RECORDING RIGHT OF WAY NO.

37375

*Land Contract* **63-239123** **First American Title Insurance Company of Mid-America**

WITH ALTERNATE TAX AND INSURANCE PROVISIONS **BURTON ABSTRACT DIVISION**

LIBER **9320** PAGE **508** **86 41184**  
**PARCEL # TWO**

**This Contract, Made this 7th day of March, 19 86**  
 between **Merrill R. Spencer & Judith A. Spencer, his wife**

whose address is **217 Jeffrey, Royal Oak, Michigan**  
 and **Mawya Masri**

whose address is **33112 Ione, Sterling Hts., MI 48077**

**Witnesseth:**

1. THE SELLER AGREES AS FOLLOWS:  
 (a) To sell and convey to the Purchaser land in the City of **Madison Heights**  
**Oakland** County, Michigan, described as

**City of Madison Heights**  
**Parcel 2**  
 Part of the west 1/2 of the **R.O.** northwest 1/4 of section 12, town 1 north, range 11 east, City of Madison Heights, Oakland County, Michigan, described as beginning at a point distant north 89 degrees 57 minutes 00 seconds east 679.80 feet from the northwest corner of said section 12; thence north 89 degrees 57 minutes 00 seconds east 131.20 feet; thence south 663.36 feet; thence south 89 degrees 54 minutes 00 seconds west 262.40 feet; thence north 200.00 feet; thence north 89 degrees 54 minutes 08 seconds east 131.20 feet; thence north 463.48 feet to the point of beginning  
 Tax Item No. **25-12-101-053**

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 **Vacant** 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 Thousand Dollars and no/100 (\$ 100,000.00 ) DOLLARS,**  
 of which the sum of **Thirty Five Thousand Dollars and no/100 (\$ 35,000.00 ) DOLLARS,**  
 has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of **Sixty Five Thousand Dollars and no.100 (\$ 65,000.00 ) DOLLARS,**  
 is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of **Ten ( 10 % )** per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of **One Thousand Six Hundred Dollars (\$ 1600.00 ) DOLLARS** each, or more at Purchaser's option, on the **7th** day of each month, beginning **April 7**, 19 **86**; 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 **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 insuring Purchaser 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 First American Title Insurance Company of Mid-America. If the evidence of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract of Title during the life of this contract and upon demand, shall lend it to the 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 ~~delinquency~~ and submit receipts to Seller upon request, as evidence of payment thereof; also at all ~~times~~ on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policy 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 **Purchaser** **11.00** **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. **to pay separately** 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 to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The Seller shall estimate 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 **The Insurance Commitment dated February 10, 1986** 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

I HEREBY certify that there are no TAX LIABILITIES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, as appears by the records in this office except as stated.  
 \$1.00  
 P. High School  
 3-27-86  
 Sec 135, Act 206, 1893 as amended

ORIGINAL RECORD  
 86 MAR 28 10:10  
 PARCEL # TWO

11.00  
 13  
 ENCLOSURE

*Pre*

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, reasonable wear and tear excepted, 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.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Mortgage by Seller

(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; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); 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 first maturing hereon, with interest at the rate provided in Paragraph 1 (b) 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 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, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

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.

(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.

(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.

Notice to Purchaser

(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 first class 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.

Additional Clauses

(l) See attached Addendum

The pronouns and relative words herein used are written in the masculine and singular only. If more than one person 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:

Sam Hamane  
SAM HAMANE  
MICHAEL N. ...

Merrill R. Spencer  
Merrill R. Spencer  
Judith A. Spencer  
Seller  
Seller

Mawya Maeri  
Mawya Maeri  
Purchaser

RECORDED  
INDEXED  
OFFICE OF THE CLERK OF SUPERIOR COURT  
NO. 37376





ADDENDUM TO LAND CONTRACT

Sellers: Merrill R. Spencer and Judith A. Spencer

LIBER 9320 PAGE 511

Purchaser: Maywa Masri

Property: Parcel #2

This Addendum is incorporated in and made a part of the land contract dated March 7, 1986.

1. On the third anniversary date of this land contract, Purchaser shall pay a principal payment to Seller in the amount of \$5500.00.

2. Simultaneously with the execution of this land contract, Seller and Purchaser have executed a land contract for an adjacent parcel of property described as:

City of Madison Heights

Parcel 1

Part of the northwest 1/4 of section 12, beginning at a point on the north line of section 12, town 1 north, range 11 east, said point being 417.40 feet north 89 degrees 57 minutes east of the northwest corner of said section; thence north 89 degrees 57 minutes east along the north line of said section 131.20 feet; thence south and parallel to the west line of said section 663.20 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north 663.72 feet to the place of beginning, excepting therefrom the north 43 feet as deeded to the Board of County Road Commissioners Oakland County by Decd recorded in Liber 5954, page 213.

It is agreed that the land contracts are interdependent, and a default in either shall be a default of the other.

3. Sellers shall escrow a warranty deed to the subject property with First American Title Insurance Company for release to Seller upon full payment of all principal and interest due under this land contract. The release of the warranty deed to purchaser for parcel 2 is contingent upon full payment of all principal and interest due for the land contract for parcel 1 as per item #2 above.

In the presence of:

Sam Hamane  
SAM HAMANE

Michael A. Hamane  
MICHAEL A. HAMANE

Dated: March 13, 1986

Sellers:

Merrill R. Spencer  
Merrill R. Spencer

Judith A. Spencer  
Judith A. Spencer

Purchaser:

Maywa Masri  
Maywa Masri

RECORDED RIGHT OF WAY NO.

37378

MEMORANDUM ORDER  
FOR GENERAL USE  
GSA FORM NO 64 12-53

TO DAVE OTZMAN

DATE 7-28-86 TIME \_\_\_\_\_

RE: Underground Service - MARI MANOR APTS

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: \_\_\_\_\_

SIGNED

Stu Chipman  
Stu Chipman, Representative  
Real Estate, R/W & Claims  
264 Oakland Division Headquarters

REPORT \_\_\_\_\_

DATE RETURNED \_\_\_\_\_

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

