

For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

1/8
2/5

The property over which this grant is conveyed is situated in the City of Novi
County of Oakland, State of Michigan and further described as follows:

The North 65 feet of the East 6 feet of Lot #69, part of Section 25, Township 1 North, Range 8 East of "HEATHERWOODE SUBDIVISION" as recorded in Liber 131, Page 27 of Plats, Oakland County Records.

OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1977 DEC - 1 PM 1:55

Lynn R. Allen
CLERK - RECORDS SECTION

Witness: Bennie R. Skelton
Laulette M. Sand
BENNIE R. SKELTON
LAULETTE M. SAND

(Signed) Ernest Desmarais
Willa Desmarais
Ernest Desmarais
Willa Desmarais

Prepared By:
Paul E. Lagrou
30400 Telegraph Road
Birmingham, Michigan 48010

40843 Village Wood Dr.
Novi, Michigan 480850

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 7th day of NOVEMBER A.D. 19 77, before the undersigned, a Notary Public in and for said County, personally appeared
ERNEST DES MARAIS AND WILLA DES MARAIS HIS WIFE.

known to me to be the person S who executed the foregoing instrument and acknowledged the same to be THEIR free act and deed.

Bennie R. Skelton
BENNIE R. SKELTON
Notary Public, OAKLAND County, Michigan

My Commission Expires: Feb. 4, 1981

11-23-77
30

**Detroit
Edison**

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

November 1, 1977

Mr. Ernest Desmaris
40843 Village Wood
Novi, MI 48080

Dear Mr. Desmaris:

I just had a conversation with Mr. Lagrou of our Real Estate and Rights of Way Department. He explained your concern for possible noise disturbance from the pad mounted transformer.

If the transformer ever became objectionably noisy, please contact me at 645-4127, and I will take steps to remedy the situation. We can either baffle or replace the transformer in place. Any relocation of the transformer would be at the home owner's expense.

If there are any questions, please feel free to contact me.

Sincerely,



Paul J. Cortes
Senior Service Planner

PJC:gac

cc: Paul Lagrou

31387

Burton Abstract and Title Company

General Office 1650 W. Big Beaver Rd. Troy Michigan 48084, Phone (313) 643-4000

Record Title Search

Reference No. 63-12224

Furnished to: Detroit Edison Company Attn: Paul E. Lagrou

We have searched the records in the Office of the Register of Deeds affecting property in the

City of Novi, Oakland County,
Michigan, described as:

Lot 69 Heatherwoode Subdivision
Liber 131, Page 27 of Plats,
Oakland County Records.

from April 3, 1973 at 8 AM, to the certification date set forth below and have found the following conveyances and undischarged encumbrances:

Warranty Deed Liber 6061, Page 40.
Right of Way Liber 6968, Page 148.
Warranty Deed Liber 7019, Page 759.
Mortgage Liber 7019, Page 760.

See attached copies.

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

No undischarged Notice of Federal or State Tax Lien has been filed or recorded in said Register of Deeds Office against any party appearing to have had a record interest in subject property at any time during the period covered by this Search, except such notices as were filed or recorded against such a party after said party's interest in subject property appears to have terminated of record.

Unpaid County Taxes: Taxes not examined.

Unpaid City Taxes:

Unpaid Special Assessments:

Certified to: September 21, 1977 at 12:31 P.M.

cg

BURTON ABSTRACT AND TITLE COMPANY

By Cathy Giacino
Authorized Signature

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information. If evidence of title is desired, an application for title insurance should be made to Burton Abstract and Title Company.

RECORDED FROM CT WAY NO. 31384

Lawyers Title Insurance Corporation

RECORDED 40

73-026908

GUARANTY DEED, CONVEYANCE - Standard Form 30-100-1 (Rev. 1-1-67)

KNOW ALL MEN BY THESE PRESENTS That Commonwealth Enterprises, Inc., a Michigan Corporation

has for its office 2010 W. Warren Ave., Dearborn Heights, Michigan

and Warren of Kaufman and Broad Homes, Inc., a Michigan Corporation
Successor to Wood Dale Homes, Inc., a Michigan Corporation
18610 W. Eight Mile Road, Southfield, Michigan 48075

The following described premises located in the Village of Novi
County of Oakland and State of Michigan to-wit:

See "Description Rider" hereto attached and made a part of this
Deed, describing Parcels "A", "B" and "C" EXCEPTING such part,
parts, portion or portions thereof heretofore conveyed to Grantor
as Wood Dale Homes, Inc., a Michigan Corporation

for the full consideration of Three Hundred Forty-Five Thousand and 00/100 (\$345,000.00)

subject to building and use restrictions, easements, zoning, if any and
encumbrances, if any, as shall have accrued or attached since
9/30/1968 through the acts or omissions of persons other than Grantor,
and being the acts of said Grantor pursuant to which this deed is given
this 26th day of March, 1973

Witnessed by
Robert Burdick
Robert Burdick
John H. Brenner
John H. Brenner

COMMONWEALTH ENTERPRISES, INC., (a Michigan Corporation)
By *Dave Pink*
Dave Pink
President

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 26th day of March, 1973

- (1) by Dave Pink
- (2) President
- (3) of Commonwealth Enterprises, Inc.
- (4) a Michigan Corporation

My commission expires
Notary Public, Wayne County, Michigan
My Commission Expires April 11, 1974

John H. Brenner
Notary Public, Wayne County, Michigan

Name (last, first, middle initial) of officer(s) (2) (3) name of corporation (4) date of incorporation
Signature: *Robert Burdick* Address: 320 Guardian Building, Detroit, Michigan 48226

Signature: *Dave Pink* Address: 320 Guardian Building, Detroit, Michigan 48226

Notary Public, Wayne County, Michigan
Notary Seal: 7306
REAL ESTATE TRANSFER TAX
Date: 3/26/73

When recorded return to: C. E. White
File # 240-207
Date: 3/26/73

Send subsequent tax bills to: C. E. White
48226

File # 083495

RECORDED
1973
RECORDED RIGHT OF WAY

M-5-27

RECORDED

"SPECIALTY MORTGAGE" ATTACHED TO PROPERTY 11115 FARM
CONTRACT TWO THOUSAND, ETC. TO WOOD HILL NEW
CITY, DATED MARCH 16, 1977

277

PARCEL A:

The East 1/2 of the Northwest 1/4 of Section 26, T. 1 N., R. 6 E., Village of Novi, Oakland County, Michigan, except the North 200 feet of the East 100 feet thereof and also including all lots and subject of previous lot of Millbrook Estates subdivision No. 2.

PARCEL B:

A part of the N.E. 1/4 of Section 26, T. 1 N., R. 6 E., Novak Township, Oakland County, Michigan, and described as beginning at the center of said Sec. 26, T. 1 N., R. 6 E., James R. ... of said Sec. 26, T. 1 N., R. 6 E., ... boundaries of Millbrook Estates No. 2 ... Millbrook Estates ... and distance ... N. 100 feet ... E. 100 feet ... to ...

PARCEL C:

The 20 acres, more or less, parcel of land situated on the North side of the Mill Creek described as the East 1/2 of Southeast 1/4 of Section 26, T. 1 N., R. 6 E., Village of Novi, Oakland County, Michigan.

Each of the foregoing Parcels, A, B and C, being subject to the rights of the public, if any, in or to any part thereof deeded, conveyed or used for road, street or highway purposes.

DL

RIGHT OF WAY CORPORATE
UNDERGROUND N/W NO. 1
DE FORM 99 272 1-66 CS

LIBER 6968 PAGE 148

Date July 27, 1977 77 69750

For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

18/10/77

The property over which this grant is conveyed is situated in the City of Novi

County of Oakland, State of Michigan and further described as follows:

The southeast 70 feet of the northwest 80 feet of the southwest 6 feet of Lot 65, and also the South 70 feet of the North 80 feet of the West 6 feet of Lot 69, and also the southeast 70 feet of the northwest 77 feet of the northeast 6 feet of Lot 75, and also the southeast 70 feet of the northwest 77 feet of the southwest 6 feet of Lot 77, all being a part of Heatherwoods Subdivision, a part of Section 25, Township 1 North, Range 8 East and recorded in Liber 131, Page 27 of the Oakland County Records

Witness: Vicki A. Rhoades
Carol Ann Lavingsons
X

KAUFMAN & BROAD HOMES, INC.
A Michigan Corporation

By: Phillip McCafferty
By:

Prepared By:
James A. Robertson
30400 Telegraph Rd.
Birmingham, Michigan 48010

18160 West 8 Mile Road
Southfield, Michigan 48075
JUL 28 AM 9:36
JAMES A. ALLEN
REGISTERED DEEDS

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 27th day of July A.D. 19 77, before me the subscriber, a Notary Public in and for said county, appeared Phillip McCafferty and

_____ he is
_____ to me personally known, who being by me duly sworn did say that ~~they~~ the

Vice President and
of Kaufman and Broad Homes, Inc.

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 _____

_____ Phillip McCafferty
acknowledged said instrument to be the free act and deed of said corporation.

Vicki A. Rhoades
Notary Public, VICKI A. RHOADES
Notary Public - Wayne County, Michigan
Acting in Oakland County, Mich.
My Commission Expires 10-8-79

My Commission Expires: 10-8-79

30 ✓

LIBER 7019 PAGE 759

7A66036

WARRANTY DEED
STANDARD FORM
FOR CORPORATIONS

77 94202

KNOW ALL MEN BY THESE PRESENTS That Kaufman and Broad Homes, Inc.,
Michigan 18610 W. Eight Mile Rd., Southfield, Mi.
Corporation whose address is

1/3

Conveys and Warrants to Ernest P. DesMarais and Willa Mae DesMarais,
his wife

whose street number and postoffice address is 40843 Village Wood Rd., Novi, Mi.

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

TRANSAMERICA TITLE INSURANCE CO.

Lot 69, Heatherwoode Subdivision as recorded in liber 131,
pages 27 thru 34, inclusive, Oakland County Records.

More commonly known as: 40843 Village Wood Rd.,
Item #22-25-~~321~~-003
22-25-326-003

for the sum of SIXTY-ONE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS---(\$61,142.00)-----

subject to easements and building and use restrictions of record.

Dated this 14th day of September 1977

Signed and Sealed in presence of

Vicki A. Rhodes
Vicki A. Rhodes
Arlene Turkal
Arlene Turkal

James B. Hoctor
Kaufman and Broad Homes, Inc.,
a Michigan Corporation

By *James B. Hoctor*
James B. Hoctor
President

STATE OF MICHIGAN
COUNTY OF Oakland

By _____
Its _____

The foregoing instrument was acknowledged before me this 14th day of September 1977
by (1) James B. Hoctor
(2) President
(3) Kaufman and Broad Homes, Inc.
(4) Michigan Corporation
on behalf of said corporation

My Commission expires October 8, 1979

Vicki A. Rhodes
Vicki A. Rhodes
Notary Public, Notary Public, State of Michigan
Active in Commission No. 10879
My Comm. Expires 10/8/79

*Note (1) insert date (2) insert name of officer(s) (3) title(s) of officer(s)
(4) state or place of incorporation (5) signature of person taking acknowledgment

County Treasurer's Certificate
OAKLAND COUNTY TREASURER'S CERTIFICATE
No. 1100
I, the undersigned, County Treasurer of Oakland County, Michigan, do hereby certify that the within and foregoing instrument was duly acknowledged before me on this 14th day of September, 1977, by the persons named therein, and that the same is a true and correct copy of the original instrument as recorded in my office.
Witness my hand and the seal of my office at Novi, Michigan, this 14th day of September, 1977.
Michael B. Lewiston
Michael B. Lewiston
County Treasurer

City Treasurer's Certificate
STATE OF MICHIGAN REAL ESTATE
I, the undersigned, City Treasurer of the City of Novi, Michigan, do hereby certify that the within and foregoing instrument was duly acknowledged before me on this 14th day of September, 1977, by the persons named therein, and that the same is a true and correct copy of the original instrument as recorded in my office.
Witness my hand and the seal of my office at Novi, Michigan, this 14th day of September, 1977.
Michael B. Lewiston
Michael B. Lewiston
City Treasurer

Drafted by Michael B. Lewiston
100 Renaissance Center
Detroit, Mi.

After recording return to grantee

3007 Rev 6/74

REF 7019 PAGE 760

TA 616026

77 91233

FFSLW 1-240116-4

1/25

MORTGAGE

THIS MORTGAGE is made this 14 day of SEPTEMBER, 19 77
 between the Mortgagor,
 ERNEST P. DES MARAIS AND WILLA MAE DES MARAIS, HIS WIFE, whose address
 is 18610 DE LAWARE, REDFORD, MICHIGAN
 (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN
 ASSOCIATION OF ULTRAIT
 a corporation organized and existing under the laws of THE UNITED STATES
 whose address is 1001 WOODWARD AVENUE, DETROIT, MICHIGAN
 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
 FORTY-FOUR THOUSAND AND 00/100 (\$44,000.00) Dollars,
 which indebtedness is evidenced by Borrower's note dated SEPTEMBER 14, 1977
 (herein "Note"), providing for monthly installments of principal and interest, with the balance of
 the indebtedness, if not sooner paid, due and payable on OCTOBER 1st 2007.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest
 thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to
 protect the security of this Mortgage, and the performance of the covenants and agreements of
 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon,
 made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"),
 Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following
 described property located in the County of OAKLAND, State of Michigan:

LOT 69
 HEATHERWOOD SUBDIVISION
 AS RECORDED IN LIBER 151, PAGES 27 THRU 34,
 INCLUSIVE, OAKLAND COUNTY RECORDS.

22-25-326-003

31384
 RECEIVED
 1711 SEP 21 PM 12:30
 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ULTRAIT

which has the address of 40843 VILLAGE WOOD DRIVE, NOVI, MICHIGAN 48050
 (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all es-
 sements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water
 rights, and water stock, and all fixtures now or hereafter attached to the property, all of which,
 including replacements and additions thereto, shall be deemed to be and remain a part of the prop-
 erty covered by this Mortgage, and all of the foregoing, together with said property (or the lease
 hold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the
 right to mortgage, grant and convey the Property, that the Property is unencumbered, and that
 Borrower will warrant and defend generally the title to the Property against all claims of third parties,
 subject to any declarations, assessments or restrictions listed in a schedule of exceptions to coverage
 in any title insurance policy insuring Lender's interest in the Property.

900

LEER 7019 PAGE 761

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1 **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayments and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2 **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note until the Note is paid in full, a sum sufficient to pay the monthly installments of the yearly taxes and assessments which may arise in priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and certifying said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3 **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4 **Charge, Lien.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or if not paid in such manner by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing in the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall as good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5 **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, and theft as then the term "extended coverage" and such other hazards as Lender may require and in such a manner and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance from this, Lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6 **Preservation and Maintenance of Property; Leaseholds, Condominiums, Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and construction documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7 **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, such enforcement or arrangements or proceedings involving a bankruptcy or liquidation, then Lender at Lender's option upon notice to Borrower, may make such applications, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender is required to make insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

RECORDED FROM OF WAY NO.

3384

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7 with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal on the Note unless payment of interest at such rate would be contrary to applicable law or which, even such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

10. If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

11. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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

14. Successors and Assigns Bound, Joint and Several Liability, Captions. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given in another manner, for any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and for any notice to Lender shall be given by certified mail return receipt requested, in Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

16. Uniform Mortgage, Governing Law, Severability. This form of mortgage continues uniform coverage for national use and non-uniform covenants with limited variations by jurisdiction to constitute a single record instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

18. Transfer of the Property, Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, institute any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

19. Acceleration, Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a time, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to rescind after acceleration and the right to bring a court action to rescind the non-compliance of a default or any other default of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may exercise all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall, if a court of competent jurisdiction so orders, cause the amount provided in paragraph 14 hereof to be published and posted on notice of sale and the Property shall be sold in the manner provided

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by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstale. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the date of sale of the Property, provided that the Property is returned to the power of sale contained in this Mortgage, or the entry of a judgment enforcing this Mortgage, if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may lawfully require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpacted. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents, Appointment of Receiver, Lender in Possession. Omitted.

21. Future Advances. Upon request of Borrower, Lender at Lender's option may release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage, without charge to Borrower, and shall pay the fee for recording the discharge.

In Witness Whereof, Borrower has executed this Mortgage

Witnesses

Grace M. Firth
GRACE M. FIRTH
Loretta Loftis
LORETTA LOFTIS

Ernest P. Des Marais
ERNEST P. DES MARAIS
Willa Mae Des Marais
WILLA MAE DES MARAIS

STATE OF MICHIGAN, OAKLAND County of:

The foregoing instrument was acknowledged before me this SEPTEMBER 14, 1977

by ERNEST P. DES MARAIS AND WILLA MAE DES MARAIS, HIS WIFE

My Commission expires *Grace M. Firth*
Notary Public, Wayne County, Michigan
My Commission Expires on March 24, 1981
Notary Public,

Ernest P. Des Marais
County, Michigan
acting as
Oakland

This instrument was prepared by A. ANDERBERG
1001 WOODWARD AVENUE
DETROIT, MICHIGAN 48226

RETURN TO:
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT
35533 W. TWELVE MILE, FARMINGTON, MICHIGAN 48018 553-3500

31384

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE September 8, 1977

LOCATION Lot 69

APPLICATION NO. 0-5740

Heatherwoode Subdivision, Pt of Sec. 25

DEPT ORDER NO. B-36779 - R
8-27-77

CITY OR VILLAGE City of Novi TIN, R8E

O F W NO _____

TOWNSHIP Novi COUNTY Oakland

BUDGET ITEM NO _____

DATE BY WHICH RIGHT OF WAY IS WANTED _____

INQUIRY NO. _____

THIS R/W IS _____% OF TOTAL PROJECT NO _____ ACCUM _____%

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED See attached drawing south 55' of the north 65'
of the east 6 feet of Lot 69

PURPOSE OF RIGHT OF WAY Additional UDT easement from Mr. Ernest DesMarais & Willa
DesMarais, his wife. 3432 Dudley, Dearborn, MI 533-9421.

SIGNED John Sherman / Supervisor
Oakland Division Headquarters Service Planning
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT

Recordable R/W secured as requested on the attached sketch.

Contacts by Paul E. Lagrou, Real Estate, Rights of Way & Claims.

RECORDED
PRINT
OF WAY NO.
31384

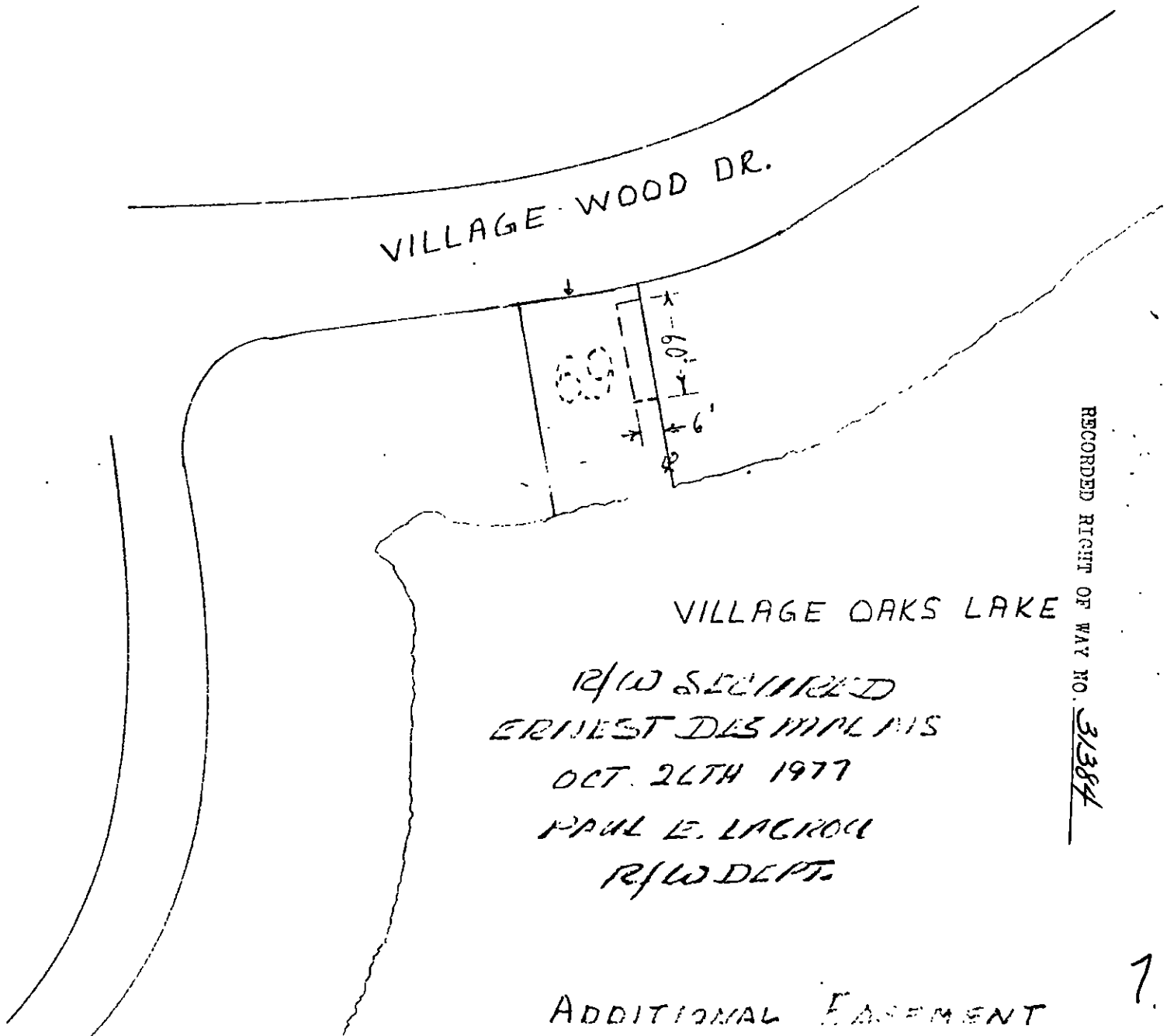
Ser. Pln. 1
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE _____ GRANTOR E. DesMarais

NO OF PERMITS 1 NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT _____

DATE 11-30-77 SIGNED James A. Robertson
JAMES A. ROBERTSON

9-9-77 WD 10-7-77

PART OF HEATHERWOODE SUBDIVISION
 A PART OF SECTION 25, T1N-R8E AS RECORDED
 IN L131 P27 OAKLAND COUNTY RECORDS



VILLAGE OAKS LAKE
 R/W SECURED
 ERNEST DESMILANS
 OCT. 26TH 1977
 PAUL E. LACROIX
 R/W DEPT.

RECORDED RIGHT OF WAY NO. 31384

ADDITIONAL EASEMENT

LEGEND		THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
	FOREIGN POLE	CITY OR TOWNSHIP NOVI	COUNTY OAKLAND	QTR & TWP SECT NO SECT. 25	DEPT ORDER NO
	EXIST D.E. CO POLE	MAP SECT	TOWN	RANGE	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	PROPOSED POLE	PROJECT NAME		TEL ENGR & DIST	R/W NO 0-5740
	EXIST ANCHOR	CIRCUIT			PROJ OR PART NO
	PROPOSED ANCHOR	REASON REVISED UDT LOCATION			OFW SD OR PE NO
	TREE	PLANNER P. CORTES	SCALE 1"=100'	DATE 9-1-77	BUDGET ITEM NO
	120-240 VOLT LINE				
	4800 VOLT LINE				
	13 200 VOLT LINE				
	40 000 VOLT LINE				