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LIBER 7632 PAGE 261

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American Title Insurance Company

Form of Land Contract - 716 16 R-1075

16-04-200-029
27/4

This Contract, Made this 24th day of September, 1979

between Donald M. Ferguson and Shirley M. Ferguson, his wife

hereinafter referred to as the "Seller."

whose address is 1655 Indian Garden Lane, Milford, Michigan

and Philip L. Wozniak and Junita M. Wozniak, his wife

hereinafter referred to as the "Purchaser."

whose address is 339 Muskota, Union Lake, Michigan

Witnesseth:

1. THE SELLER AGREES AS FOLLOWS:

Township

Oakland

Milford

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

See Attached Schedule for Legal Description

OAKLAND COUNTY TREASURER'S CERTIFICATE
LIENS or TITLES held by the state or an individual against this property, and on TAXES on same are paid for five years
prior to the date of this instrument, as
shown by the records in this office except
as stated

WIGHT-DOWNEY COUNTY TREASURER
Sec. 135, Act 206, 1903 as amended

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

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 premises to the Purchaser is:

Seventy-eight thousand and 00/100 ----- \$ 78,000.00 DOLLARS,

of which the sum of Thirty thousand and 00/100 ----- \$ 30,000.00 DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Forty-eight thousand and 00/100 ----- \$ 48,000.00 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 while the Purchaser is not in default, and at the rate of _____ per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of

Four Hundred Twenty-Five and no/100ths ----- \$ 425.00 DOLLARS

each, or more at Purchaser's option, on the 24th day of each month,

beginning October 24 1979; 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 ONE 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 encumbrances 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.

To deliver to the Purchaser as evidence of this, a Policy of Title Insurance or Abstract of Title, the effective date to be approximately the date of this contract. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon pledging of a reasonable security.

2. (a) THE PURCHASER AGREES to purchase said land and pay the purchase money and interest thereon as above provided, and to keep the buildings now or hereafter on the premises insured against loss or damage by fire by insurance in the manner and amount approved by the Seller and to deliver the policies as issued to the Seller with the premium fully paid and to pay all taxes and assessments which shall become a lien on the premises after the date hereof within twenty-five days after the same become due and payable and to produce official evidence thereof to the Seller on demand.

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

(b) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____

DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premium 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 (a) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amount to be paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment under this paragraph may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

(c) That he has examined (an Abstract of Title Certified to) A.T. #701635

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.

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1035-505

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

2. It is **Intentionally Agreed:** (a) That the Seller may at any time encumber said land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for aggregate payments of principal and interest not in excess of one percentum above the rate provided for in this contract, or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land subject to the right of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the principal and interest shall be sent to the Purchaser by registered mail, postage and the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail, postage and after execution hereof, and Purchaser will, on demand, execute any instruments, demanded by the Seller necessary or requisite to execute or consent to the execution of the foregoing power. In the event the said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail heretofore provided, or said registered mail shall be returned unclaimed, then such Seller may send such notice in two consecutive places on the said premises, and make affidavit of such facts and of such posting and the Purchaser's rights shall be enforceable to said mortgages as herein provided. The consent obtained or subscription or observation herein provided under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of all mortgages or mortgages.

That if default is made by the Purchaser in the payment of any tax assessment or insurance premium or in the delivery of any policy as above provided, the Seller may pay such tax assessment or premium or procure such insurance and pay the premiums hereon, and any sum or sums so paid shall be a further lien on the land payable by the Purchaser to the Seller forthwith, with interest at _____ per cent per annum and if proceedings are taken to enforce the contract in equity after the Seller shall have been in default for a period of thirty days or more, the entire amount owing hereon shall be due and payable forthwith, notwithstanding anything herein contained to the contrary.

That if the title of the Seller is evidenced by land contract or any or hereafter 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 the Purchaser may pay the same, which payments shall be credited on the same matured or first maturing hereon, with interest at _____ per cent per annum and in the event proceedings are commenced to receive possession or enforce the payment of such contract or mortgage because of the Seller's default the Purchaser may at any time hereafter, while such proceedings are pending, encumber the said land by mortgage amounting such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of the Seller heretofore and hereafter the Purchaser shall pay the principal and interest on such mortgage so given at the maturity, which payments shall be credited on the same matured or first maturing hereon, and when the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing to any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided with a covenant by the grantor to secure and pay the same.

(4) 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. The 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.

(5) That the Purchaser shall have possession of said lands from and after the date hereof, while he shall not be in default on this part in carrying out the terms hereof, taking and holding such possession hereunder, and shall keep the premises in as good condition as they are at the date hereof and 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 void and retain whatever may have been paid hereon and all improvements that may have been made upon the premises as hereinafter provided and to consider and treat the Purchaser as the tenant holding over without permission, and may take immediate possession of the premises and such and every occupant remove and pay out.

(6) Any and all declarations, notices or papers necessary or proper to terminate or enforce this contract shall be conclusively presumed to be served upon the Purchaser when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the Purchaser at _____ or at such other address as may be specified by the Purchaser and received for in writing by the Seller from time to time.

(7) If default is made by the Purchaser and such default continues for a period of thirty 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.

(c) Additional clauses

- (1) 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.
- (2) There shall be deemed to be of the essence of this contract.
- (3) The individual parties hereto represent themselves to be of full age, and the separate parties hereto represent themselves to be well existing corporations and with their officers in full power and effect. The corrected books shall bind the heirs, assigns and all _____ in respective parts.

Part of the Northeast fractional 1/4 of Section 4, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, described as commencing at the North 1/4 corner of said Section 4, thence South 89 degrees 56 minutes 34 seconds East, along the North line of said Section 1,320.00 feet; thence South 01 degrees 12 minutes 41 seconds East 1,735.30 feet to the point of beginning; thence continuing South 01 degrees 12 minutes 41 seconds West 277.19 feet; thence South 83 degrees 44 minutes 24 seconds West 27.40 feet; thence South 00 degrees 51 minutes 59 seconds West 119.90 feet; thence due West 222.65 feet; thence due North 400.00 feet; thence due East 257.56 feet to the point of beginning; subject to and together with the rights of ingress and egress over existing Indian Garden Land (private), ALSO, subject to and together with the rights of ingress and egress and public utilities over the most Northerly 20 feet of said parcel, described as:

A 20 foot wide private easement for purposes of ingress, egress, and public utilities, the Northerly most line of which is described as follows: Commencing at the North 1/4 corner of Section 4, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, thence South 89 degrees 56 minutes 34 seconds East along the North line of said section 1,320.00 feet; thence South 01 degrees 12 minutes 41 seconds East 1,735.30 feet to the point of beginning of said easement description; thence due West, along the Northerly line of said 20 foot wide private easement, 557.56 feet to the point of ending of said easement. ALSO, subject to and together with the rights of ingress and egress and public utilities over a 20 foot wide private easement lying in the Easterly 40 feet of said parcel the Northernmost line of which is described as:

Part of the Northeast fractional 1/4 of Section 4, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan described as commencing at the North 1/4 corner of said Section 4, thence South 89 degrees 56 minutes 34 seconds East along the North line of said Section, 1,320.00 feet thence South 01 degrees 12 minutes 41 seconds East 2,012.49 feet, thence South 83 degrees 44 minutes 24 seconds West 20.17 feet to the point of beginning of said easement description; thence continuing South 83 degrees 44 minutes 24 seconds West 7.25 feet; thence South 00 degrees 51 minutes 59 seconds West 119.90 feet; thence due West 40.00 feet; thence North 00 degrees 51 minutes 59 seconds East 120.72 feet to a point of curve; thence along a curve to the right radius of 40.00 feet, through a central angle of 82 degrees 31 minutes 43 seconds, arc distance of 87.62, chord bearing North 42 degrees

RECORDED
 OAKLAND COUNTY
 REGISTERED DEEDS
 2011
 11/21/11
 2:28 PM

23 minutes 35 seconds East, 52.76 feet; thence North 83 degrees 44 minutes 24 seconds East 12.68 feet; thence South 01 degrees 12 minutes 41 seconds West 40.34 feet to the point of beginning of said easement description.

ALSO, subject to and together with the rights of ingress and egress to Indian Lake over a 10 foot wide easement, the center line of which is described as:

Part of the Northeast fractional 1/4 of Section 4, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, described as commencing at the North 1/4 corner of said Section 4, thence South 89 degrees 56 minutes 34 seconds East, along the North line of said Section, 1,320.00 feet, thence South 01 degrees 12 minutes 41 seconds East 2,812.40 feet thence South 83 degrees 44 minutes 24 seconds West 27.40 feet, thence South 00 degrees 51 minutes 59 seconds West 119.90 feet thence due West 222.65 feet to the point of beginning of said center line description; thence South 07 degrees 00 minutes 00 seconds West, along said center line, 175.00 feet to an iron; thence continuing South 07 degrees 00 minutes 00 seconds West along said center line, 10 feet, more or less, to the water's edge of Indian Lake and point of ending of said center line description.

APPLICATION FOR RIGHT OF WAY

DE 962-0811 5-7455 (MS 80)

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE JUNE 20, 1984

LOCATION SOUTH OF ROWE RD. AND WEST OF
INDIAN GARDEN LN. (PRIVATE RD.)

APPLICATION NO. 0-9465-7725

CITY OR VILLAGE _____

DEPT ORDER NO. _____

TOWNSHIP MILFORD COUNTY OAKLAND

O F. W. NO _____

BUDGET ITEM NO. 4MHOA-MAH

DATE BY WHICH RIGHT OF WAY IS WANTED JULY 30, 1984

INQUIRY NO. _____

THIS R/W IS 100 % 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 6' EASEMENT FOR U.G. DISTRIBUTION TO
SERVE CUSTOMER AT 1653 INDIAN GARDEN LANE.

PURPOSE OF RIGHT OF WAY PROVIDE EASEMENT FOR PRIMARY DISTRUBUTION
13.2 KV - 120/240 V SECONDARY

SIGNED [Signature] /SUPERVISOR

OAKLAND DIVISION HEADQUARTERS SERVICE PLANNING DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

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

Contacts by W. Touchie, Real Estate, Rights of Way & Claims.

Permits to S.P. 1

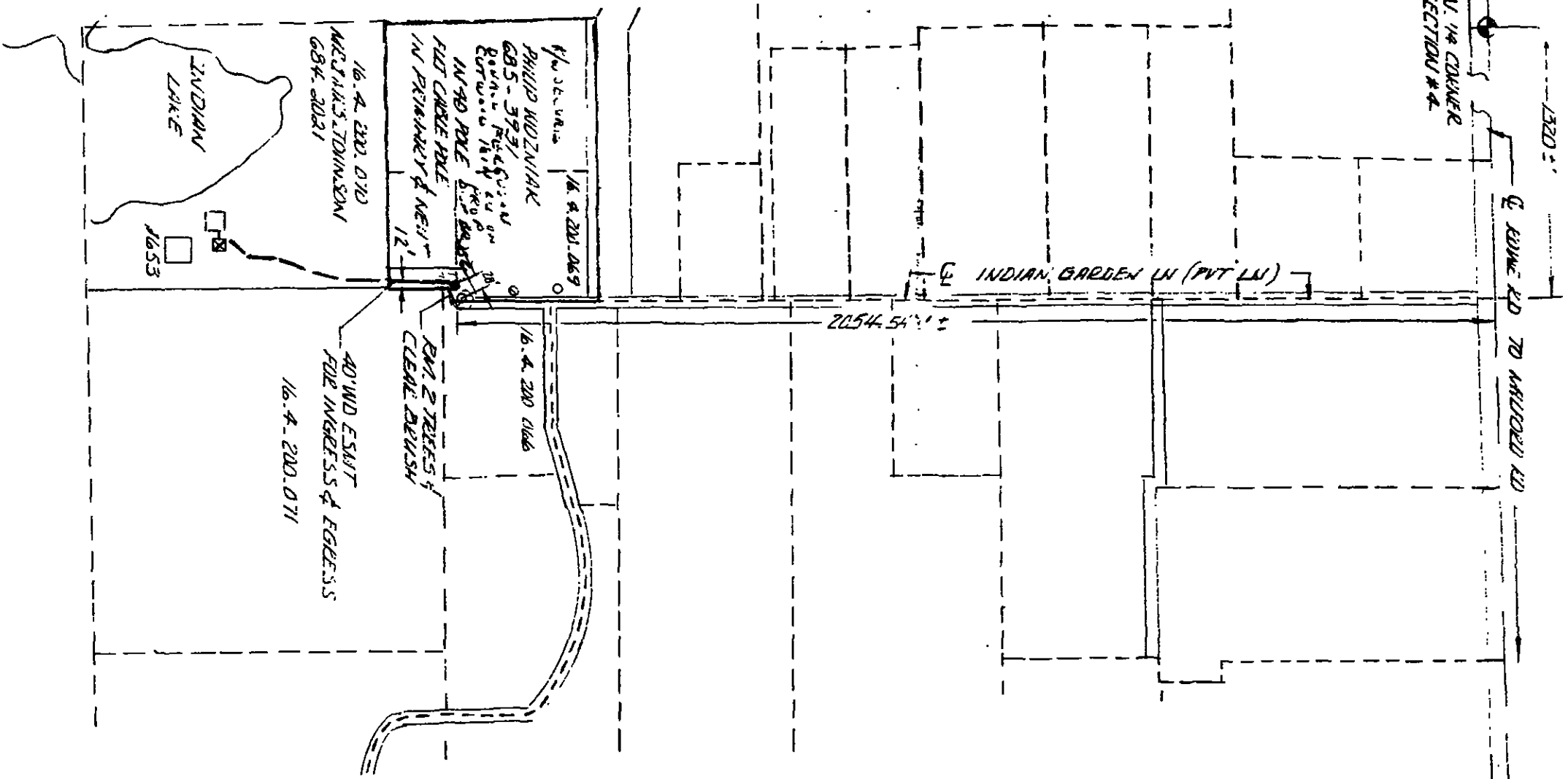
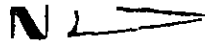
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE _____ GRANTOR D. N. Ferguson

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

DATE 8-23-84 SIGNED [Signature]
JAMES A. ROBERTSON

RECORDED RIGHT OF WAY 35092 - 35093

6-25-84 WD 7-25-84



RECORDED RIGHT OF WAY 3/5/09 3

NOTE UG R/W
 REQUIRES 6' EASEMENT
 120' SOUTH & 12' WEST OF
 THE EAST LINE OF ESMT
 FOR INGRESS & EGRESS
 CALL DOCTOR BOOK, 685-7278
 224 N MAIN ST. MILFORD MI 48142

NOTE OH R/W
 CALL DOCTOR BOOK - 685-7278
 224 N. MAIN ST, MILFORD MI 48042
 REQUIRES R/W FOR 1 POLE & CUTTING
 2 BI TREES. REMOVE 20-30 FT BRUSH
 ARMLESS CONSTRUCTION
 PG-16 & MIL TWP SIDWELL BOOK - JT USE MEMOR 9465 - GTE

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY _____	RECORD CENTER _____
DATE _____	R/W FILES _____
DATE WANTED 7/14/84	ASST _____
DISTRICT _____	ORIGINATOR _____
FIELDMAN _____	TOTAL _____

LEGEND ○ FOREIGN POLE ○ EXIST. D.E. CO. POLE ○ PROPOSED POLE ○ EXIST. ANCHOR ○ PROPOSED ANCHOR ○ TREE --- 150/240 V LINE --- 4800 V LINE --- 13,200 V LINE --- 40,000 V LINE	THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT				
	CITY OR TWP. MILFORD	COUNTY DAKLAND	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.	
	MAP SECT. 1-190-402	TOWN 2N	RANGE 7E	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	R/W NO. 07725
	PROJECT NAME DAN SENIEL GTE	TEL. ENGR. & DIST.		PROJ. OR PART NO.	
	CIRCUIT 2086 MILFORD	S.P.W. E.S. OR P.E. NO.		SUBSYSTEM NO.	
REASON NEW RESC 1653 INDIAN GARDEN LANE	PLANNER WOODWARD	SCALE 1" = 200'	DATE 6-13-84		