For good and valuable considerations, the right is herebetroit, Michigan, and the WXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	E COMPANY BERKER or underground line fac xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	te A time to the purpose of proving the culties for the purpose of proving the cultist wires, cables, manholes	eir licensees, viding electric s, transfonners
Parcel No. 4. Part of the northwest 1/4 of Sect County, Michigan, described as commencing at We 87°21'28" East along the East and West 1/4 line North 03°17'10" West 200.08 feet; thence North a radius point of a 70 foot wide private road east the East and West 1/4 line of said Section 27; feet to P.O.B, containing 3.10 acres, together a private road easement described hereafter and su Sidwell 16-27-100-006, part of with full right of ingress and egress upon the said premises to reconstruct, repair, operate and maintain said line facilities grantees at any time interfere or threaten to interfere with the Underground The route of waxway line facilities is described as follows As shown on attached sketch RW#0-8383.	ion 27, T.2N., R. st 174 corner of of said Section 87°11'43" East 67 ement; thence Southence South 87°2 with and subject ubject also to an employes or appoin , and to trim or cut deconstruction and open	7E, Milford Township, Osaid Section 27; thence 27, 1340.00 feet to P.D. 2.47 feet to a 60 foot th 02°58'06" East 201.91'28" West along said 1 to rights of a 70 foot y other easements of retees of the said grantees own any trees which in the o	Dakland North B; thence turning 7 feet to ine, 671.37 wide cord. to construct,
Underground lines are to be located in accordance with easements are mixter ten width unless otherwise noted on said of the grant is hereby binding upon the heirs, successors and	drawing. RW #0-8383	gned grantor	V
WITNESS WHERE OF have hereunto set my witness: George Williams	UNITY A Mic 3084	ED CONSTRUCTION, Inc. chigan Corporation 5 W. Eight Mile Rd.	757, 1986 .
	ACTOTATES &	nia, Michigan 48152	19 t H
SHERRY A BURNS	Josep MARKER X	on Dettore, President	AVA EO L
PREPARED BY.	x *396%**		NO36
C. George Williams & RETURN to: The Detroit Edison Company 30400 Telegraph Rd., #264 Birmingham, Michigan 48010 STATE OF MICHIGAN County of OAKLAND	ADDRESS APPRO	OVED AS TO FORM 10720-86. DEPARTMENT JELLISSEL	DATE
		before me the subscriber, a N	
United Construction, Inc., A Michigan Corpor			
to me personally known, who being by me duly sworn did say that		esident on, Inc., A Michigan Co	rporation
seal of said corporation and that said instrument was signed and		fixed to said instrument is the did corporation by authority of	
directors and President		13.	OV XXXX
free act and deed of said corporation. C. GECRCE WILLIAMS Notary Public, Oakland County, MI My Commission Expires Dec. 28, 1987		acknowledged said instrum orge. Melean George Williams	
My commission expires:	Notary Public	OAKLAND Coun	ty, Michigan

This grant is hereby binding upon the heirs, successors and assigns of the undersigned

IN WITNESS WHEREOF we have hereunto set our hands and seal this 16 7 day of SEPTEMER 1986. SEPTEMBER

WITNESSES:

Garnet B. Sparks Juleen E. Sparks 3275 Milford Road, South Milford, Michigan 48042

Garnet

Júleen E. Sparks,

STATE OF MICHIGAN

ss: COUNTY OF OAKLAND

On this 16 day of SEPTEMBER 1986, before me, the undersigned, a Notary Public in and for said county, personally appeared Garnet B. Sparks and Juleen E. Sparks, his wife his wife, known to me to be the persons named in and who executed the foregoing instrument as grantors and acknowledged the same to be their free act and deed.

> C. GEURGE WILLIAMS Notary Public, Oakland County, Mi

My Commission Expires Dec. 28, 1987

My Commission Expires

. Geørge Williams Notary (Public, OAKLAND

County, Michigan

Prepared by: C. George Williams The Detroit Edison Company 30400 Telegraph Rd., Suite #264 Birmingham, Michigan 48010

MECONDED RIGHT OF WAY NO.

The grant is hereby binding upon the heirs, successors and assigns of the undersigned grantors.

IN WITNESS WHERE OF We have hereunto set our hands and seal this 10th day of letaker 1986.

WITNESSES:

Barbara a. Myers

Martina m. Dulichi MARTINA M. GALICHI Charles Wise Anna Wise 9075 Oakview

Plymouth, Michigan 48170

Charles Wise

Anna Wice

STATE OF MICHIGAN)

COUNTY OF WAYNE).

On this day of October 1986, before me, the undersigned, a Notary Public in and for said county, personally appeared Charles Wise and Anna Wise, his wife, known to me to be the persons named in and who executed the foregoing instrument as grantors and acknowledged the same to be their free act and deed.

My Commission Expires: 3/10/90

Notary Public,

waywe County, Michigan

PRODER SILE

PREPARED BY:
C. George Williams
The Detroit Edison Company
30400 Telegraph, Sute 264
Birmingham, Michigan 48010

and State of Michigan, to wit

STATUTORY FORM

the following described premises situated in the

ANOWALL MEN BY THESE PREMENTS. That WAYNE M. WIXOM and IMOGENE M. WIXOM, his wife whose address is X Rt. 1 Box 80 Gravette, Ark.
Convey and Warrant to GARNET B. SPARKS and JULEEN E. SPARKS, his wife
whose street number and postoffice address is 3275 S. Milford Road, Milford, MI

Township of Milford,

County of Oakland

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

Land in the Township of Milford, Oakland County, Michigan, described as: part of the South half of the Northwest quarter of Section 27, Town 2 North, Range 7 East, described as: Beginning at the West quarter corner; thence North 388.96 feet; thence North 89°36'40" East 2688.28 feet; thence South 407.75 feet to the center of Section 27; thence North 89°59'20" West 2688.23 faet to the point of beginning.

Subject to building and use restrictions, and subject to such liens or encumbrances as shall have accured or attached since October 7, 1968, through the acts or omissions of persons other than the Grantors or their assigns.

together with all and singular the tenements, hereditaments and appartenances thereunto belonging or in answise appertaining, for the sum of Sixty-Five Thousand (\$65,000.00) Dollars. IBATCOL

Dated ship	22nd	day of Oct	oper	19 79	
John R. Mose	Nearlo Linella		Wayne W. Imogeng M	Wixom Wife Wixom, his w	£0
•			22nd WIXOM, his	dayof	or October
My Commission expir	November 2		- Down	id Kliels	Notary Pusin
\o`	Bling Property Const	Sharry .	1	City Teessure's Cen	TO WITE TAX
When Recorded Resu Mr. and Mrs. (3275 S. Milfo Milford, MI.	m To Garne Spark;	Serd Subsequent Tax Grantees			. Jones oodward, Suite 30 , Michigan 480
- 10-6	7-100-00	n	300 +1-		'71 S o

NOV -8 1979,

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

RECORDED RIGHT OF WAY NO.



COMMONWEALTH LANDSTR 9239 PAGE 492 TITLE INSURANCE COMPANY A Reliance Group Company

88 4304

Michigan Branch

MEMORANDUM OF LAND CONTRACT

	, a Michigan Corporati	·		, of
30945 West Eight Mile Pa.	, Livonia, Michigan 4	3152	, bein	g duly sworn,
depose(s) and say(s), that on recenber 16th,		, 19 <u>.</u> 85_ (th	ey) (he)	(she) entered
nto a certain land contract to purchase from $_{ ext{Ga}}$ $ ext{met}$	B. Sparks and Juleen	<u>E. Spark</u>	s, h <u>is</u>	wı <u>fe</u>
as	Seller of <u>1275</u> South	Milford P	oad <u></u>	
Milford, Michigan 48042property	y de∞ribed as.	itš.	98.	() 2 2
See Exhibit "A" attached hereto and	made a part hereof,	,	JAN 10	
+16-27-100-0 and further this deponent says not	٥ ل		10:1	
Keith Mohr	Purchaser: Phite a Michigan Corpu	d <u>Constru</u> ation	<u>rtion.</u>	lng.
oseph Dettore reisonally appeared before most he is the President of United Construct equited the within instrument, and that saild corporation by euthority of its Loand becomed and sworn before me, this and code and instrument to be the free act and deed	tion, Inc., the corporate instrument was sign of directors and said and of the corporate in	ration ma med and so	med ib ealed i	antwhich in behalf of
oseph Dettore reisonally appeared before most he is the President of United Constructed the within instrument, and that said corporation by authority of its Loand becomed and sworn before me, this	ntion, Inc., the corporation of directors and said of said corporation. Notary Public in and for of	ration no ned and so Joseph Di	red is ealed i ettore	on which of behalf of ocknowledge 19 mg. 19
oseph Dettore remonally appeared before most he is the President of United Construct equited the within instrument, and that said componstion by euthority of its board becomed and sworn before me, this land deed and sworn to be the free act and deed instrument to be the free act.	of said corporation. Notary Public in and for	ration no ned and so Joseph Di	red is ealed i ettore	an' which n behalf of acknowledge
oseph Dettore remonally appeared before most he is the President of United Construct equited the within instrument, and that said componstion by euthority of its board becomed and sworn before me, this land deed and sworn to be the free act and deed instrument to be the free act.	ntion, Inc., the corporation of directors and said of said corporation. Notary Public in and for of	ration no ned and so Joseph Di	red is ealed i ettore	on which of behalf of ocknowledge 19 mg. 19
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oseph Dettore remonally appeared before ment he is the President of United Constructed the within instrument, and that said corporation by authority of its Loard bescribed and sworn before me, this world and distributent to be the free act and deed the structure of the free act and deed by Commission (1997).	ntion, Inc., the corporation of directors and said of firectors and said of said corporation. Notary Public in and for o' My Coremission expires	ration no ned and so Joseph Di	red is ealed i ettore	on which of behalf of ocknowledge 19 mg. 19

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State In.

Las Parce

UBER 9239 PAGE 493

Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commercing at the West 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said section, 1340.co ft.to the point of beginning; thence N 03°17'10"W 400.15 ft.; thence N 87°02'01"E 1347.17 ft. to the north and south 1/4 line of said Section 27; thence S 02°39'12"E along said line, 407.75 ft. to the center of said Section 27; thence S 87°21'28"W along the east and west 1/4 line of said Section 27, 1342.73 ft. to the point of beginning, containing 12.47 acres, subject to any easements of record. easements of record.

LEGFND O = Iron Set • • bon Found R - Recorded BOUNDARY SURVEY FOR J. Dettore LOCATION Sec. 27, Milford Typ. celle Date 11-20-85 B1 Job No 85-5351 Sheet of Thereby certify that this survey was prepared by me or under my direct supervision. Wat the Job No 85-5351 Scale error of closure is 1 in and that all of the requirements of P.A. 132, 1970 have been LAVID C. complied with FINNEY LAND SURVEYOR FINNEY & ASSOCIATES, INC. (313) 227-9396 REGISTERED CIVIL ENGIFIEERS & LAND SURVEYORS P O Box 213, Walled Lake, Michigan 48088 (313) 477-7788 MANUAL PROPERTY.



LA PARTIE DE MAIS

STATE OF County of

W depose(s) a into a certa

and furthe

RECORDED RIGHT OF WAY NO Joseph De executed sald corp Subscribed

said irst

Drafted by

Kei 56. Orc

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

OFFER TO PURCHASE REAL ESTATE

	Milford	<u>Oakland</u>	County, Michigan, described as follows
See	e Exhibit "A" attach	ned hereto and made a part her	eof,
			XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
gas:XSqtxM:Missi and to nav th	NUMBER OF SURE	en block country mader whatever whatever and know water waxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	<u> </u>
		THE SALE TO BE CONSUMMATED BY: If the four following paragraphs, and strike out the remains and strik	
Sale	A. Delivery of the usual Watran or certified check	ty Deed conveying a marketable title. Payment of	of purchase money is to be made in ca
with New		nty Deed conveying a marketable title. Payment of the see that he will immediately apply for a	
	costs, prepaid items and adjusted	n the amount of \$, and pay ments in cash. Purchaser agrees to execute the mor ained from the lending institution, and, if applica- stration or F.H.A.	teage as soon as the mortgage application
Sale to Existing Morigage	chase price Payment of the pu	nty Deed conveying a marketable title, subject to orchase money is to be made in cash or certific remises, with accrued interest to date of consumm	ed check less the amount owing upon
			upon which there is unp
	with interest atp	er cent-which mortgage requires payments of	
	on the da	ay of each and every month, which payments DO, imulated funds held in escrow for the payment for roper assignment of same. The Purchaser agrees to	DO NOT include prepaid taxes and ins
Sale on Land Contract	in cash or certified check, and COMPANY F 556 F	the execution of a Land Contract upon the Orth, acknowledging payment of that sum and cannowledging payment of that sum and cannowledging payment of that sum and cannowledge of Contract in month are DECOME each, which hadden interest payments at the payment taxes and insurance.	Lawyers Title INSURANG lling for the payment of the remainder of hly payments of not less than <u>accr</u>
Sale to Existing Land Contract	If the Seller's title to said la stantially as above set forth ar out the equity, an assignment undersigned to assume the bal paggraph. If the Seller has an	and is evidenced by an existing land contract with not the cash payment to be made by the understand conveyance of the vendee's interest in the lance owing thereon, will be accepted in lieu of accumulated funds held in escrow for the pathe Seller upon the proper assignment of same.	signed on consummation hereof will the land contract, with an agreement by the contract proposed in the preced
Evidence of Title	ANTICATED AND ANTICATED ANTICATED AND ANTICATED AND ANTICATED AN	grees to furnish Purchaser as soon as possible XXXX COCKOLOX MEMSELECTOR IN HORSE XXXIII MARKED MEMSELECTOR IN HORSE XXXIII MARKED MEMSELECTOR AND POLICY OF Title Insurance X ring date later than the acceptance hereof and guarant with the xxxopacal.	CPGPOCHREUE HER KAN MERKEKEN. Hudding au ai a khan man ken ken ke
Time of Closing	3. If this offer is accepted by	the Seller and if title can be conveyed in the co	
Purchaser's Default	agrees to complete the sale with provided the conditions as provided therein elect to enforce the terms here.	tions of Explinit. The alliached	EXMACKER commitment for title insurar are satisfied and resoler hereunder, the Seller may, at his opti deposit as liquidated damages.
Seller's Dejault	4. In the event of default by demand, and be entitled to, an	the Seller hereunder, the Purchaser may, at his o immediate refund of his entire deposit in full term	ption, elect to enforce the terms hereo nination of this agreement.
Title Objections	dition required for performan particular defects claimed, eith the deposit in full termination edies the title or shall obtain a	made, based upon a written opinion of Purchase nee hereunder, the Seller shall have 30 days from the (1) to remedy the title, or (2) to obtain title in of this agreement if unable to remedy the title such commitment for a title policy within the title of written notification thereof. If the Seller is lified, the deposit shall be refunded forthwith in fur	in the date he is notified in writing of surance as required above, or (3) to refoot obtain title insurance. If the Seller I me specified, the Purchaser agrees to cunable to remedy the title or obtain
Possession	6. The Seller shall deliver an at closis	ng.	roperty XXXIII KOXXIII KARAK XIII KARAK YIII KARAK YIII KARAK XIII
	If the Seller occupies the prope	erty, it shall be vacated on or before N/A	
	From the date of closing to the		IALL PAY the sum of \$ N/A

Taxes and		n upon the land at the date of this agreement shall be paid by the
Prorated Items		sted as of the date of closing in accordance with <u>due date</u>
	unit in which the property is located. Interest, rents an	If left blank, Fiscal Year applies) basis of the municipality or taxing and water bills shall be prorated and adjusted as of the date of closing.
	five (5) days from the date hereof, and if not accepted with to the Purchaser. If the offer is accepted by the Se within the time indicated in Paragraph 3.	the Seller's approval, it is understood that this offer is irrevocable for the Seller within that time, the deposit shall be returned fortheller, the Purchaser agrees to complete the purchase of said property
Broker's Author- ization	9. The Broker is hereby authorized to make this offe shall be held by him under P.A. 299 of 198 summated.	and the deposit of Four Thousand Five Hundred BO as (i) and applied on the purchase price if the sale is con-
10. APPLI	CABLE TO F.H.A. SALES ONLY:	,
the purch: Seller has	ise of the property described herein or to incur any pena delivered to the Purchaser a written statement issued by	s of this contract, the Purchaser shall not be obligated to complete ally by forfeiture of earnest money deposits or otherwise unless the the Federal Housing Commissioner setting forth the appraised value
have the	perty for mortgage insurance purposes of not less than \$ to the Purchaser promptly after such appraised value stat privilege and option of proceeding with the consummati made by the Federal Housing Commissioner.	tement is made available to the Seller. The Purchaser shall, however, ion of this contract without regard to the amount of the appraised
It is fu	rther understood between Purchaser and Seller that the add	ditional personal property listed herein has a value of $\frac{N/A}{}$.
11. The co	ovenants herein shall bind and inure to the benefit of the	e executors, administrators, successors and assigns of the respective
By the	execution of this instrument the Purchaser acknowledge with the physical condition of structures thereon and ackn	es THAT HE HAS EXAMINED THE ABOVE described premises and nowledges the receipt of a copy of this offer.
The cl		seller at 30845 West Eight Mile Road.
	Livonia, Michigan 48152 Haxxx vix xikxxvixxxxxxxxxxxxxxxxxxxxxxxxxx Honditions, If any: See Exhibit "A" atta	khankakkaakkaakkakkakakakakakakakakak khankakkakkakkakakakak ached hereto and made a part hereof.
DD CCI	NCE OF	Ha De Class
IN PRESE	INCE OF:	GARY DOHALLANGER
	/Leit Colon	Aufar Hallangov LS
		Address 23315 N. STOCKTON
Dated	9/2/86	FARMINGTON HILLS MI 48024
		(313) 476 - 7905
	BROKER'S ACKNOWL	EDGMENT OF DEPOSIT
Receiv	ed from the above named Purchaser the deposit money	above mentioned, which will be applied as indicated in Paragraphs
	bove, or will be returned forthwith after tender if the foreg	
Address .	342 N. Main, Milford, Michigan 480	<i>b b b b c c c c c c c c c c</i>
Phone _	356-8330	By Level Moth Broker &
This i	s a co-operative sale on a N/A basis s	KEITA MODT
	· · · · · · · · · · · · · · · · · · ·	
	ACCEPTANO	CE OF OFFER
TO THE	ABOVE NAMED PURCHASER AND BROKER:	
The (oregoing offer is accepted in accordance with the terms st	tated, and upon consummation Seller hereby agrees to pay the Broker
which shaller's to	all be due and payable at the time set in said offer for lection to refund the deposit, or of Seller's or Purchaser's however, that if the deposit is forfeited under the terms	the consummation of the sale, or if unconsummated, at the time of sale failure, inability or refusal to perform the conditions of this offer; of said offer, the Seller agrees that one-half of such deposit (but not retained by the Broker in full payment for services rendered.
By th	e execution of this instrument, the Seller acknowledges the	e receipt of a copy of this agreement. Seller; United Construction, Inc., a Michigan Corporation
IN PRES	ENCE OF:	L3.
	Keirly Nohn	By: Joseph Dettore, President, Seller
	,	
	0/5/00	Address 30845 W. 8 Mile Rd., Livonia, Mich. 48
Dated	9/5/56	Phone
	·	
	PURCHASER'S RECEIP	PT OF ACCEPTED OFFER
The	undersigned Purchaser hereby acknowledges the receipt of	of the Seller's signed acceptance of the foregoing Offer to Purchase.
Dated_		L,S.
		Purchaser

Furnished by

Parcel No. 2

Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said Section 27, 2011.37 ft.; thence N 02°58'06"W 201.97 ft. to a 60 ft. turning radius point of a 70 ft. wide private road easement and point of beginning; thence N 02°58'06"W 201.97 ft.; thence N 87°02'01"E 673.59 ft. to the north and south 1/4 line of said Section 27; thence S 02°39'12"E along said line, 203.87 ft.; thence S 87°11'43"W 672.47 ft. to the point of beginning, containing 3.14 acres, together with and subject to the rights of a 70 ft. wide private road easement described hereafter, and subject also to any easements of record.

has within as unit to way No. The York's

LEGEND	O = Iron Set	• = Iron Found	R = Recorded	M = N	Measured		
BOUNDARY	SURVEY FOR: J	. Dettore			LOCATION	^{(:} Sec. 27	, Milford Tw
	**************************************	Scale:	Date: 11-20-8	₅ Ву.	N doL	^{o:} 85 - 5351	Sheet 3 of 6
	AVID C. FINNEY NU SURVEYOR No. 15536		is 1 in 7,500 and	May all	of the requi	ginnu	t supervision, that the , 132, 1970 have been No. 15536
A PARTIES AND A	MANAGE SUPPLY OF THE SUPPLY OF	REGISTERED (SCCIATES, INC. DIVIL ENGINEERS & I Valled Lake, Michigar			227-9396	(313) 477-7786

14× 341.3

. i.

This Contract, made this 16th day of December Garnet B. Sparks and Juleen E. Sparks, his wife, between

, 19 85,

hereinafter referred to as "Seller", whose address is 3275 South Milford Road, Milfred, Michigan,

and United Construction, Inc., a Michigan Corporation,

hereinafter referred to as "Purchaser", whose address is 30845 W. 8 Mile Road, Livonia, Michigan,

Witnesseth:

1. Beller Agreen:

(a) To self and convey to Purchaser land in the Township of Milford County of Oakland , Michigan, described as: Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said section, 1340.00 ft. to the point of beginning; thence N 03°17'10"W 400.15 ft.; thence N 87°02'101"E 1347.17 ft. to the north and south 1/4 line of said Section 27; thence SUZ DY 1/2 L along said line, 407.75 ft. to the center of said Section 27; thence S87 21 28 W along the east and west 1/4 line of said Section 27, 1342.73 ft. to the point of said Section 27, 1342.73 ft. to the point of said Section 27, 1342.73 ft. to the point of said Section 27, 1342.73 ft. to the point of said Section 27, 1342.73 ft. to the point of said Section 27, 1342.73 ft.

Part of Tax 1.D. No. 16-27-100-006

, hereinafter referred to as "the

1

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

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

Forty Five Thousand and 00/100 Dollars (\$45,000.00)

(\$ 45,000.00

) dollars, of which the sum of

Ten Thousand Dollars (\$10,000.00)

) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby (\$ 10,000.00 acknowledged, and the additional sum of

) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the (\$ 35,000.00 rate of eleven (11%) per cent per annum while Purchaser is not in default, and at the rate of eleven (11) per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in many installments of accrued interest each,

, 1986; such payments to be applied first upon interest and the balance on principal. All of the December 16, five (5) years from the date hereof, anything herein to the purchase money and interest shall, however, be fully paid within contrary notwithstanding.

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security. *Commonwealth Land Title

2. Purchaser Agrees:

- (a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.
- (b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.
- (c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.
- (d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.
- (e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

Description of Land

Terms of **Payment**

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's Duties

Maintenance of Premises

To Pay Taxes and Keep Premises Insured

Alternate Payment Method

Insert amount
if advance
monthly
installment
method of
tax and
insurance
payment is to
be adopted

Acceptance of Title and Premises

Mortgage by Seller

Encumbrances on Seller's Fitle

Non-payment of Taxes or Insurance

Disposition of Insurance Proceeds

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Motice to Purchaser

\dditional 'auses If an amount representing estimated monthly costs of taxes, special assessments and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of

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

(g) That he has examined a title insurance commitment/policy/dated November 5, 1985

an abstract of title certified to
covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. Beller und Purchaser Autually Agree:

- (a) That Seller may at any time encumber the 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 payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgage or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned, neclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.
- (b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 11 % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing 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 Seller therein. Thereafter 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 amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.
- (c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at per annum. This provision shall be effective only if Paragraph 2 (e) applies.
- (d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.
- (e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. 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 or acceptance thereon.
- (f) That Purchaser shall have the right to possession of the land 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. If the land is vacant or unimproved, 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.
- (g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.
- (h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.
 - (i) That time shall be deemed to be of the essence of this contract.
- (j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.
 - (k) SEE EXHIBIT "A"
 - (!) Purchasers acknowledge that the land which is subject matter of this Land Contract has no means of ingress and egress to a public road and that the title insurance company has not insured ingress and egress.

1) Further Financial Terms and Provisions

The balance of this Land Contract principal sum shall be paid as follows;

a) in one lump sum at any time during the term of said Land Contract without penalty or premium charged to the Purchaser, or

b) in the payment to the Seller of up to Four (4) seperate deed releases of the approximate 12 acres (subject land). See Paragraph #2 immediately below for these release provisions.

2) Warranty Deed Release Provisions

With the execution of this Land Contract the Seller has also executed Four (4) sufficient Warranty Deeds now being placed in Escrow with Commonwealth Land Title Insurance Company as Escrow Agent. These Warranty Deeds have attached to them legal descriptions each describing approximately 25% of subject land. The following provisions shall be observed;

- A. In order for the Purchaser to receive a Warranty Deed for any one of the sub-parcels of subject land the Purchaser shall pay to the Seller 25% of the beginning unpaid principal balance of this Land Contract.
- B. Accrued interest of the principal payment for warranty deed releases shall not be paid by Purchaser to Seller at the time of conveyance and release. Interest shall be paid as provided herein.
- C. All of the Payments for Warranty Deed Releases shall apply towards the unpaid principal balance of this Land Contract.
- D. All Principal sums paid by the Purchaser to the Seller which do not release Warranty Deeds, due to the amount being not sufficient to release a Warranty Deed, shall apply toward the next ensuing Warranty Deed Release Payment.
- E. All payments for Warranty Deed releases shall be made in certified check made payable to Commonwealth Land Title Insurance Company for appropriate timely disbursement to the Seller less State Revenue Stamp costs which the Seller shall pay.
- F. At any time the unpaid principal balance of this Land Contract is paid in full, any Warranty Deeds remaining in escrow shall be delivered to the Purchaser forthwith.
- G. Purchaser shall not be entitled to any releases under this Land Contract at any time that Purchaser is in default under the terms and provisions of this Land Contract, and the Escrow Agent shall not release and deliver any Warranty Deed to the Purchaser until such time that the Escrow Agent has received written verification from the Seller that the Purchaser is not in default of this Land Contract.

3) Seller as Fee Simple Title Holder and Shall Not Encumber

During the life of this Land Contract the Seller shall remain the Fee Simple Title Holder for subject land, except for portions of subject land which may be conveyed to Purchaser, and Seller shall not mortgage subject land or encumber subject land in any manner whatsoever.

Survey

The Purchaser shall pay and be responsible for any new survey of subject land and any cost(s) related to the dividing of subject land.

5) Mineral Rights

Seller warrants that Seller owns all mineral, gas and oil rights to subject land and will convey same to Purchaser.

6) Possession and Use

Purchaser shall be entitled to take possession of subject land with the execution hereof and shall have the right to utilize subject land and have, by way of example, and not limitation, the right to build and make excavations thereon, to install and/or contract for utilities, street paving to remove trees and appurtenances and prepare subject land for development.

7) After this date the Seller shall cause no physical alteration of subject land by way of example and not limitation, tree removal, excavations and earth moving.

8) Easements

Seller warrants that on subject land there are no oral or written easements recorded or unrecorded.

SECORDLY RICHT OF WAY NO. 36 7.

Dower Rights	If the wife of Seller has dower rights in the land, she agrees, by j deed to be given in fulfillment hereof.	joining in the execution of this contract	, to join in executing the
Capacity of Parties	Any individual parties hereto represent themselves to be of full ag ing corporations with their charters in full force and effect. Any partn ships with their certificates in full force and effect.	e. Any corporate parties hereto represent ership parties hereto represent themselve	themselves to be exist- s to be existing partner-
Interpretation of Contract	The pronouns and relative words herein used are written in the me the execution hereof as Seller or Purchaser, or either party be of the fen in plural, feminine or neuter, respectively. The covenants herein shall respective parties.	ninine sex or a corporation, such words s	hall be read as if written
Signatures	Signed, scaled and delivered by the parties in duplicate the day as	nd year first above written.	
•	IN PRESENCE OF:		•
	EMEldred 3 G.M. Eldeidse	Garnet B. Sparks Juleen E. Sparks	Sparks E
		United Construction, A Michigan Corporat	on F
		By: Joseph Dettore, Pres	
Individual Acknowl- edgement	STATE OF MICHIGAN COUNTY OF Oak I and		NO.
	The foregoing instrument was acknowledged before me this 16th by Garnet B. Sparks and Juleen E. Sparks, by Joseph Dettore, President, My commission expires	his wife, and United Cor	
Corporate Acknowl- edgement	STATE OF MICHIGAN COUNTY OF		
	The foregoing instrument was acknowledged before me this (1) by (2) (3) of	day of	19
	(4) a	Corporation on behal	f of the said corporation.
	My commission expires		<u></u>
		Notary Public	County, Michigan
	Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) s	name of corporation (4) state of incorporation	oration
		Notary Public	County, Michigan

Business 6545 Commerce Road Address: West Bloomfield, Michigan

Instrument Drafted by: James C. Merrit

When recorded, return to: United Constructions, Inc. 30845 W. 8 Mile R⁴ Livonia, Mi.

LAND CONTRACT

(Revised 1978)



Lawyers Title Insurance Corporation

Title protection throughout Michigan,

ABSTRACTS

TITLE INSURANCE

TITLE SEARCHES

TAX SEARCHES

ESCROW SERVICE

Lawyers Title Insurance Corporation

MICHIGAN STATE OFFICE 3270 W. Big Beaver Rd., Troy, Michigan 48084 P.O. Box 3200 Areg 313 - 649-3322

ESCROW DEPARTMENT 3270 W. Big Beaver Road P.O. Box 3200 Troy, Michigan 48084 Area 313 - 649-3322

METROPOLITAN OFFICE 3270 W. Big Beaver Road P.O. Box 3200 Troy, Michigan 48084 Area 313 - 649-3322 From Detroit 338-9101 From Pontiac 469-1330 From Mt. Clemens

NATIONAL DIVISION 3270 W. Big Beaver Road P.O. Box 3200 Troy, Michigan 48084 Area 313 - 649-3322

METROPOLITAN AREA OFFICES

ANN ARBOR

106 North Fourth Avenue Ann Arbor, Michigan 48104 Area 313 - 761-3040

DETROIT

125 City National Bank Bldg. Detroit, Michigan 48226 Area 313 - 963-5810

MOUNT CLEMENS

48 South Gratiot Avenue Mount Clemens, Michigan 48043 Area 313 - 465-1371

DEARBORN

102 Parkiane Towers West LANSING Dearborn, Michigan 48126 209 South Washington Avenue Area 313 - 271-8410 Lansing, Michigan 48933 Area 517 - 372-9450

From Livonia From Plymouth 422-7280 453-0300 ADRIAN

212 North Main Street Adrian, Michigan 49221 Area 517 - 263-0507

REGIONAL OFFICE

EASTERN MICHIGAN 2072 Hemmeter Road P.O. Box 1384 Saginaw, Michigan 48605 Area 517 - 793-9555

A A THOSE SHIPS TOTAL TO SERVICE

CLOSING STATEMENT

CASE NO	

CLOSING STATEMENT between the Seller, United Construction, Inc. whose street number and post office address is 30845 West Eight Mile Rd., Livonia, Michigan and the Purchaser, Stephen R. Johnson and Rebekah N. Johnson whose street number and post office address is 2882 Samuel Dr., Troy, Michigan CLOSING DATE August 15th, 1986 ADJUSTMENT DATE August 15th, 1986 PROPERTY ADDRESS Parcel #3 - vacant land - Milford Township PURCHASER'S STATEMENT SALE PRICE MORTGAGE OR LAND CONTRACT BALANCE **CHARGES** EQUITY OR DOWN PAYMENT

19 86 COUNTY TAXES (Winter) \$ 718.67 25% of 106 days @ \$1.969 per day Pro-roted Amount \$ 1986 KKKKKK Township Taxes (Summer) 25% of 319 days @ \$1.439 per day Pro-roted Amount \$ 114.76 Miscellaneous TOTAL CHARGES \$ 4,150.00 CREDITS DEPOSIT PAID Water taxes paid to Pro-rated amount \$. 50 Interest on Contract or Mortgage Y. I Pro-rated amount \$. Miscelianeous . . 4,150.00 37,516.94 BALANCE DUE FROM PURCHASER Plusxessmorrosceno recording fee NET BALANCE DUE FROM PURCHASER ... I/We consider the foregoing to be a correct accounting.

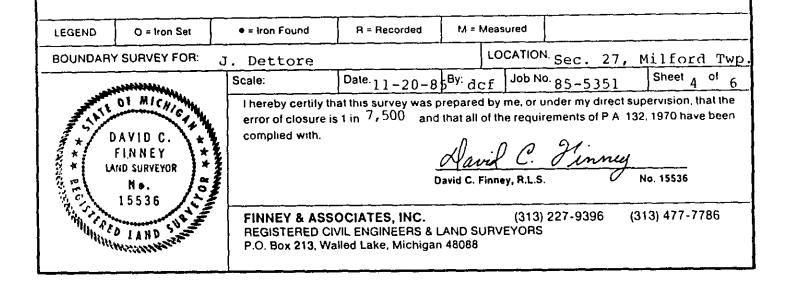
Purchaser Standard CELLEDIC STATEMENT Purchaser Belbekah M. SELLER'S STATEMENT 37.516.94 Balance due from Purchaser to Seller 4,150.00 Deposit previously paid MANNE Seller 41,666.94 TOTAL S. 2,075.00 DISBURSEMENTS Miscelloneous
To Commonwealth Land Title Insurance Co. for underlying warranty deed release price 8,750.00 To Commonwealth Land Title Insurance Co. for state revenue stamp costs NET BALANCE DUE SELLER ...\$ 2.075.00 Purchaser to bring two separate certified or cashiers checks to closing in the following manner: 1) Commonwealth Land Title Insurance Co. \$9,003.20 2) United Construction, Inc. \$28,520.74 LATOT Furnished by Due Broker/Seller\$...

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Exhibit "H"

Parcel No. 3

Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said Section 27, 2011.37 ft. to the point of beginning; thence N 02°58'06"W 201.97 ft. to a 60 ft. turning radius point of a 70 ft. wide private road easement; thence N 87°11'43"E 672.47 ft. to the north and south 1/4 line of said Section 27; thence S 02°39'12"E along said line, 203.88 ft. to the center of said Section 27; thence S 87°21'28"W along the east and west 1/4 line of said Section 27, 671.36 ft. to the point of beginning, containing 3.13 acres, together with and subject to the rights of a 70 ft. wide private road easement described hereafter and subject also to any other easements of record.



1.33

`arties

Description

of Land

Terms of Payment

This Contract, made this 27th day of August , 1986, between United Construction, Inc., a Michigan Corporation

hereinatter referred to as "Seller", whose address is 30845 West Eight Mile Road, Livonia, Michigan 48152 and Charles Wise and Anna Wise, his wife

hereinafter referred to as "Purchaser", whose address is 9075 Oakview, Plymouth, Michigan 48170

Mitnesseth:

1. Beller Agrees:

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

See Exhibit "A" attached hereto and made a part hereof,

, hereinafter referred to as "the

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is: Forty Four Thousand Five Hundred

is 44,500.00

) dollars, of which the sum of Ten Thousand

(5 10,000.00

) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby

acknowledged, and the additional sum of Thirty Four Thousand Five Hundred

(\$ 34,500.00 rate of eleven

) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the per cent per annum while Purchaser is not in default, and at the rate of eleven per cent

per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of Three Hundred Thirty

(\$ 330.00

) dollars each, or more at Purchaser's option, on the

27th day of each month, beginning

September 27th , 1986; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within $2\frac{1}{2}$ years from the date hereof, anything herein to the

contrary notwithstanding

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser or abstract of title covering the land, formblockneen subject the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

Cornishing

Evidence

of Title

Seller's

Duty to

Convey

2. Purchauer Agrees:

Purchaser's Duties

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.

Maintenance of Premises

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

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

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

To Pay Taxes and Keep Premises Insured RECORDED RICHI OF WAY NO. 2011

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nthly

method of tax and insurance

Mortgage by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Disposition of Insurance **Proceeds**

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

in /Ail

estimated monthly costs of taxes, special assesso If an amount represen is and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

- (f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of
-) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be naid by Purchaser upon Seller's demand. be paid by Purchaser upon Seller's demand.
 - (g) That he has examined a title insurance commitment and dated July 29th, 1986 OCH STATEMENT ST

covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3, Beller und Purchaser Mutually Agree:

- (a) That Seller may at any time encumber the 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 payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgages or mortgages containing the name and address of the mortgagee or Furchaser therein; provided notice of the execution of such mortgages or mortgages containing the name and address of the mortgage or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein. excess of that provided or a maturity date sooner than provided herein.
- (b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 11 % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing 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 Seller therein. Thereafter 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 amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a convenant by the greater to assume and they the contract. vided with a covenant by the grantee to assume and pay the same.
- (c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 11 % per annum. This provision shall be effective only if Paragraph 2 (e) applies.
- (d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.
- (e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Selter until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. 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 or acceptance thereon.
- (f) That Purchaser shall have the right to possession of the land 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.

 If the land is vacant or unimproved, 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. Freetien of since her Purchaser has 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. 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.
- (g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.
- (h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.
 - (i) That time shall be deemed to be of the essence of this contract.
- (j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.
- (k) Balloon Payment The Purchaser understands that the herein described monthly installment payments are not sufficient to fully amortize the unpaid principal balance within the term of this contract, and that there will be a sizeable lump sum (balloon) payment at the end of this Contract term. Furthermore, the Seller has made no verbal or written commitments to extend the contract term past said two years and the Seller has made no commitments to Purchaser to finance any portion of any unpaid principal balance past this two year term.

	The terms and conditions of this Offer to I the parties to the Land Contract shall sur and shall now become part of this Land Conditions.	Purchase eal Estate whi rvive the closing of the tract.	ch obligated transaction
			·
Dower Rights	If the wife of Seller has dower rights in the land, she agrees, by deed to be given in fulfillment hereof.	oining in the execution of this contract	, to join in executing the
Capacity of Parties	Any individual parties hereto represent themselves to be of full aging corporations with their charters in full force and effect. Any partn ships with their certificates in full force and effect.	ce. Any corporate parties hereto represent tership parties hereto represent themselve	t themselves to be exist- es to be existing partner-
Interpretation of Contract	The pronouns and relative words herein used are written in the nather execution hereof as Seller or Purchaser, or either party be of the fer in plural, feminine or neuter, respectively. The covenants herein shall respective parties.	minine sex or a corporation, such words:	shall be read as if written
Signatures	Signed, sealed and delivered by the parties in duplicate the day a	nd year first above written.	
Ĭ	IN PRESENCE OF:	Seller; United Cons a Michigan Corporat	
	- Keit Mohr	By: Joseph Detto	re, President
		Charles Wise, Purc	haser (L.S.)
		Anna Wise, Purchas	er (L.S.)
ļ			(L.S.)
Individual Acknowl- edgement	STATE OF MICHIGAN COUNTY OF		٠.٠٠ ٢٠
	The foregoing instrument was acknowledged before me this by My commission expires	day of	19 ·
	iny commission expires	Notary Public	County, Michigan⊠
Corporate Acknowl- edgement	STATE OF MICHIGAN COUNTY OF		0. 4
·	The foregoing instrument was acknowledged before me this (1) by (2)	day of	19
	(3) of (4) a	Corporation on behal	If of the said corporation.
	My commission expires		
	Note! Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) r	Notary Public name of corporation (4) state of incorporation	County, Michigan oration
		Notary Public	County, Michigan
	Instrument Drafted by:	Business Address:	
	II.		

Parcel No. 4

Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said Section 27, 1340.00 ft. to the point of beginning; thence N 03°17'10"W 200.08 ft.; thence N 87°11'43"E 672.47 ft. to a 60 ft. turning radius point of a 70 ft. wide private road casement; thence S 02°58'06"E 201.97 ft. to the east and west 1/4 line of said Section 27; thence S 87°21'28"W along said line, 671.37 ft. to the point of beginning, containing 3.10 acres, together with and subject to the rights of a 70 ft. wide private road easement described hereafter and subject also to any other easements of record.

Section 189 10 Comme decimal

R = Recorded M = Measured LEGEND O = Iron Set ■ = Iron Found LOCATION: Sèc. 27, Milford Twp. **BOUNDARY SURVEY FOR:** Dettore Job No 85-5351 Sheet 5 of 6 Date: 11-20-85 By: dcf OF MICHIEN I hereby certify that this survey was prepared by me, or under my direct supervision, that the error of closure is 1 in 7,500 and that all of the requirements of P.A. 132, 1970 have been DAVID C. complied with. FINNEY MINISTED TAND LAND SURVEYOR No. 15536 (313) 477-7786 (313) 227-9396 FINNEY & ASSOCIATES, INC. REGISTERED CIVIL ENGINEERS & LAND SURVEYORS P.O. Box 213, Walled Lake, Michigan 48088

Parties 1

Description of Land

Terms of Payment

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's **Duties**

Maintenance of Premises

To Pay Taxes and Kérp

This Contract, made this 15th , 19 86, August between United Construction, Inc., a Michigan Corporation

heremafter referred to as "Seller", whose address is 30845 West Eight Mile Road, Livonia, Michigan

Donald R. Neely and Jean A. Neely, his wife and

hereinafter referred to as "Purchaser", whose address is 2868 Buckingham, Berkley, Michigan

Witnesseth:

1. Beller Agrees:

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

See Exhibit "A" attached hereto and made a part hereof

, hereinafter referred to as "the

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

- (b) That the full consideration for the sale of the land to Purchaser is: Forty Four Thousand Five Hundred
- is 44,500.00
-) dollars, of which the sum of Eight Thousand Nine Hundred
- (s 8.900.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Thirty Five Thousand Six Hundred
-) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the (\$ 35,600.00 rate of Eleven per cent per annum while Purchaser is not in default, and at the rate of Eleven per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional **

Three Hundred Fifty Six purchase money and interest is to be paid in monthly installments of (s 356.00) dollars each, or more at Purchaser's option, on the

15th day of each month, beginning: September 15th, 1986; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within Two (2) years from the date hereof, anything herein to the contrary notwithstanding.

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and casements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser of abstract of title covering the land, turnished by LAWYLRS HELE INSURANCE CORPORATION The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

2. Burchauer Agreeu:

- (a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.
- (b) Fo use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.
- (c) to keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.
- (d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.
- (e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, and also at all times to keep the buildings now or hereafter on and insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

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sert amount / advance monthly installment method of tax and insurance payment is to be adopted

Acceptance of Title and Premises

Mortanae by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Disposition of Insurance Proceeds

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

If an amount representing estimated monthly costs of taxes, special assertions and insurance is inserted in Paragraph 2 (f), then the method of pay to fitness items therein indicated shall be adopted such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

- (f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of Not Applicable
- (\$ Not Applicable) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually Not Applicable for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.
 - (g) That he has examined a title insurance commitment/policy dated

issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. Beller and Purchaser Mutually Agree:

- (a) That Seller may at any time encumber the 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 payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.
- (b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at \(\frac{1}{2} \) \% Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing 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 Seller therein. Thereafter 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 amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.
- (c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such (ax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 11 % per annum. This provision shall be effective only if Paragraph 2 (e) applies.
- (d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.
- (e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignce, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. 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 or acceptance thereon.
- (f) That Purchaser shall have the right to possession of the land 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. If the land is vacant or unimproved, 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. Exection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
- (g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and tetain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.
- (h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.
 - (i) That time shall be deemed to be of the essence of this contract.
- (j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be obn-clusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.
- (k) Balloon Payment The Purchaser understands that the herein described monthly installment paymens are not sufficient to fully amortize the unpaid principal balance within the term of this contract, and that there will be a sizeable lump sum (balloon) payment at the end of this Contract term. Furthermore, the Seller has made no verbal or written commitments to extend the contract term term past said two years, and the Seller has made no commitments to Purchaser to finance any portion of any unpaid principal balance past this two year term.

The terms and conditions of the Offer to obligated the parties to this Land Contra the transaction di shall now become par	act shall—survive the cl	osing of
If the wife of Seller has dower rights in the land, she agrees, be deed to be given in fulfillment hereof.	y joining in the execution of this contri	act, to join in executing t
Any individual parties hereto represent themselves to be of full	age. Any corporate parties hereto repfes	ent themselves to be exis
ing corporations with their charters in full force and effect. Any parships with their certificates in full force and effect.	thership parties hereto represent themse	lves to be existing partne
The pronouns and relative words herein used are written in the	masculine and singular. If, however, mo	ore than one person joins
the execution hereof as Seller or Purchaser, or either party be of the lin plural, feminine or neuter, respectively. The covenants herein strespective parties.	leminine sex or a corporation, such word half bind the heirs, devisees, legalees, su	ccessors and assigns of L
Signed, scaled and delivered by the parties in duplicate the day	and year first above written.	
IN PRESENCE OF:	Seller: United Con a Michigan Corpora	
	2	/
Keid Mohn	By: Juseph	Dollar (L.S
	oseph-Dettore	President
	Donald R. Neely, 1	Purchaser L.S
	Jean A. Neely, Pu	chaser (L.S
	()	<u></u>
STATE OF MOUSEN		0£10 .
STATE OF MICHIGAN COUNTY OF		G H.
The foregoing instrument was acknowledged before me this	day of	, (2 © 19
by		YAY
My commission expires		W.C.
	Notary Public	County, Michig
STATE OF MICHIGAN COUNTY OF	·	30
The foregoing instrument was acknowledged before me this	day of	
(1) by	day or	.,
(2) (3) of		
(4) a	Corporation on be	half of the said corporation
My commission expires		
<u>'</u>	Notary Public	County, Michig
Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of inco	rporation
		
	. Notary Public	County, Michig
Instrument	Business	

Dower Rights

Capacity of Parties

Interpretation of Contract

Signatures

Individual Acknowledgement

Corporate Acknowledgement

Parcel No. 1

Part of the N.W. 1/4 of Section 27, T.2N., R.7E., Milford Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 27; thence N 87°21'28"E along the east and west 1/4 line of said section, 1340.00 ft.; thence N 03°17'10"W 200.08 ft. to the point of beginning; thence N 03°17'10"W 200.07 ft.; thence N 87°02'01"E 673.58 ft.; thence S 02°58'06"E 201.97 ft. to a 60 ft. turning radius point of a 70 ft. wide private road easement; thence S 87"11'43"W 672.47 ft. to the point of beginning, containing 3.11 acres, together with and subject to the rights of a 70 ft. wide private road easement described hereafter and subject also to any easements of record.

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Sheet of 6

No. 15536

M = Measured = Iron Found R = Recorded LEGEND G = Iron Set LOCATION. **BOUNDARY SURVEY FOR:** Sec. 27, Milford Two J. Dettore Job No 85-5351 Date: 11-20-85 By dcf. Scale: OF MICHIGAN I hereby certify that this survey was prepared by me, or under my direct supervision, that the error of closure is 1 in 7,500 and that all of the requirements of P.A. 132, 1970 have been complied with. DAVID C. FINNEY LAND SURVEYOR MINISTER LAND David C. Finney, R.L.S. (313) 227-9396 (313) 477-7786 FINNEY & ASSOCIATES, INC. REGISTERED CIVIL ENGINEERS & LAND SURVEYORS P.O. Box 213, Walled Lake, Michigan 48088

