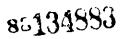
Real Estate and Rights of Way Underground Right of Way Agreement



13 NHY ,19 88 For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain underground line facilities consisting of poles, conduits, wires, cables, manholes, transformers and accessories required to provide electric service in, under, upon and across property located in the \_\_\_\_\_ Township of , State of Michigan, further , County of <u>Oakland</u> Highland described as: The North 10 ft. of the West 35 ft. of part of the N.W.  $\frac{1}{4}$  of Section 33, T3N, R7E, beginning at a point distant S. 00°25'00" W. 1013.32 ft. & E. 400 ft. from N.W. Section corner, thence E. 465.58 ft., thence S. 00°16'02" W. 471.26 ft., thence N. 89°02'00" W. 466.58 ft., thence N. 00°23'13" E. 463.39 ft. to point of beginning. Five (5) Acres. Parcel Identification No. 11-33-101-015 A#36 FEG. DEEDS FAID RECORDED RIGHT OF WAY 0001 SEP.01/88 01:24PM ), E CO 2 7.006655 MISC NO The right of way is <u>TEN (10)</u> \_\_\_\_\_ feet in width. The rights hereby granted include the right of access to and from the rights of way and the right to trim, cut down or otherwise control trees, brush or roots of any kind either within the right of way or on property adjoining the right of way which in the opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees unless, in EDISON's U opinion, it is absolutely necessary to do so. EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the

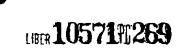
No buildings or structures are to be placed within said right of way herein granted without the written consent of EDISON.

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

IN WITNESS WHEREOF the undersigned have hereunto set their hand(s) on the date of this agreement.

purposes set forth herein.

$ \mathbf{Y} $	(	Grantors: 7,00
TEL VIO	GRANNANDREA, GRANTOR	Achille Giannandrea
WITNESS: Jak:	Witnesses: <u>Corcente</u> Greenlee	<u>Da Gamanchez</u> Ida Giannandrea, his wife
ATTNESS 1.	Id A Miguet	<u>Fernando Giannardrea</u>
<u>_</u>	John C. Greenlee	Remo Giannandrea, Remo, Giannandrea, his wife, as joint tennants with full rights of survivorship
Prepared by:	The Detroit Edison Company 30400 Telegraph Rd., Suite 264 Birmingham, MI 48010	Address: 255 San Angelo Drive
		Milford, MI_48042
		5 c +63 6 ** 4 5 86 (5 (Dc-UG_)



### Acknowledgement - Individual

State of Michigan

County of <u>OAKLAND</u>) SS.

On this <u>13</u> day of <u>MA</u>, 19<u>88</u>, the foregoing instrument was acknowledged before me, a notary public in and for said county, by <u>ACHILLE GIANNAWDREA</u> <u>AND IDA GIANNAWBREA HIS WIFE ELVIO GIANNANDREA FERNANDO GIANNANDREA</u> AND REMO GIANNANDREA, AS JOINT TENANTS WITH FULL RIGHTS OF SURVINORSHIP. My Commission Expires: <u>AND</u> <u>And</u> <u>And</u> <u>And</u>

Notary Public,

County, Michiga

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RECORDED RIGHT OF WAY NO .\_

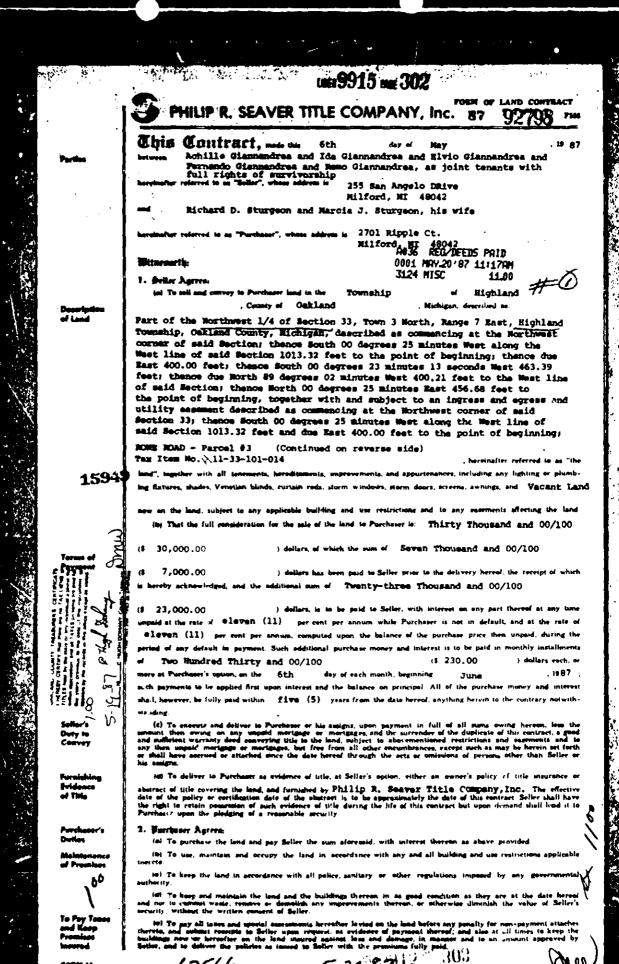
JOHN CHARLES GREENLEE Notary Public, Oakland County, MI My Commission Expires Oct. 23, 1989

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APPLICATION FOR RIGHT OF WAY	Michland Twp
	SEC, 33
PLEASE SECURE RIGHT OF WAY AS FOLLOWS.	
	DATE 3-7-88
LOCATION 1615 LONE TREE	APPLICATION NO. \$ -8978 R-1
	DEPT ORDER NO
CITY OR VILLAGE	O F, W. NO
TOWNSHIP HIGHLAND COUNTY DAKLAND	BUDGET ITEM NO,
DATE BY WHICH RIGHT OF WAY IS WANTED	INQUIRY NO,
THIS R/W IS & OF TOTAL PROJECT NO ACCUM	%. JOINT RIGHT OF YES X NO
NOTE: Identify on print or skatch the subdivisions as to section location and liber and	i page.
KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED RECORDED ER	SEMENT AS SHOWN
ON SKETCH EASEMENT TO BE FO	
SKEICH LIJEITEN 10 00 1	
TO PRIJIDE IJ.G. SERI	ILE TO 2825 20WG 1
PURPOSE OF RIGHT OF WAY TO PRIVIDE U.G. SERJ	165 70 2825 20WG 18
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SIGNEDOFFICE REPORT OF REAL ESTATE AND RIGHTS	AUUU SOF WAY DEPT.
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Accept of Title and Premises

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If an amount representing estimated separticly uses of taxes, special suspensates and insurance is insert 2 (1), shen the method of performs of these bases therein indicated shall be adopted. If such an amount is n Peregraph 2 (1) shall be at no officer and the method of performer provided in Peregraph 2 (0) shall apply tance is institud in Perspirach مذ بعد مرّ ب read than

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of -0-

(3 "O" ) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and mustance pruniums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Perchasers is nose in default under the terms of this contract. Seller shall pay for Purchasers as account the taxes, opecial assessments and insurrance pruniums mentioned in Paragraph 2 (e) above when due and before any penalty taxes and another for the principal balance of the estimated monthly payments are publicle to the principal balance of the second the taxes, more than the another taxes and the estimated monthly payment, under this paragraph, may be adjusted from time to the second the amount received shall approximate the total sum required annually for taxes, special assessments in the second the second details to assessments and insurrance. This adjustment shall be made on demand of either of the partice and any deficiencies shall be paid by Purchaser upon Seller's domaind.

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test That he has examined a title interest particle commitment dated 3-5-97 @ 8:00 an anti-interest biographic and a set of the marketability of title shown thereby. Delivery of each title partice of a server's title partice pursuant to such commitment, to Purchaser shall constitute (ulfilment of Seller's agree-ment to furnish title evidence herein contained.

By That he has examined the land and is installed with the physical condition of any structure thereten, and by waives say and all claims an account of any engreechnemic on the land or on any premises adjacent therete.

### 3. Beller und Burrhaser Matualig Agren

COMPLEX AND INCOME

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3. Priler usb Burrisser Mathelig Agree is) That Seller may at say time such merigage or mortgages or mortgages to secure not more than the balance orving herecom at the time such merigage or mortgages are executed, which mortgage or mortgages shall provide for phymesta of principal and/or interest not is eccess of nor source than these provided for in this contract, and shall be a Erst hen 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 source than these provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgage or his agent, the smeart 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 alter enservines the foregoing power. If Purchaser shall be sent to Purchaser instruments demanded by Seller or to accept such certified mail, or such certified mail pretures inclaimed, instruments demanded by Seller or to accept such certified mail, and make affidavit of such facts and of such pasting, after which Purchaser's rights shall be suberdinated to such mortgage or mortgages as hereinbolese provided. The consent abtained, or subordination effected as herein provided, under er by virtue of the foregoing provide. The consent is built and, or subordination of the source is such mortgage amount to the source in the material demander is Purchaser's rights shall be subordinated to such mortgage amount of the foregoing provide. The consent is in Purchaser in hild in there is meanded of such previded for diving notice of the foregoing provide. The consent is built in a subordination of source is nearting and mean the source of mort material demander in the subort is to mean or as in herein provided for giving notice of the enercition of material owing herean, or provide for a rule of interest in excess of their provided are a maturity date soner th

oving herea, or provide here a rate of interest in excess of this provides or a matterity mile solver that provide herein. In That if the title of Soller is evidenced by land contract or now or hormflur commendered by morigage, Soller chains on the payments of principal and interest therean at they makers and produce evidence the Par-chains or a demand. On Bollor's default Parchaser may pay the some, which payments shall be erreated on the same matured or first maturing herean with indexest of QLEVEN. (21) % per annum on payments of made. If proceed-ings or commenced to recover possistion of the land or to address the payment of math contract or moriging, because of Sollar's default, Parchaser may at any time thereafter while used, presenting are pending excurber the land. If proceed-moriging evening mathematical particular and the land or to address the payment of math contract or moriging, because of Sollar's default, Parchaser may at any time thereafter while used, presenting are pending excurber the land. By proceed-moriging evening mathematical particular processing and provide the payment of math contract or moriging, because of Sollar's default, Parchaser may at any time thereafter while used, presenteding are pending excurbed the land. By and discharie such area can be obtained upon such torthe as may be received and with the proceeding pay and discharie such mariging or purchase mattery lan, and any moriging on given shall be a first lion upon the land so given as they asture, which payments shall be credited on the same matured or first maturing hereen. When the andum origin hereon is reduced to that dwing upon such contract or morigings or upon any morigings rescueded made orither of the powers contained as they anness on lands in the form above provided with a eventual by the granies to assume and pay the same.

to That if default is made by Purchaser in the payment of any tax or special assessment or insurance provident in the delivery of insurance as above provided. Beller may pay such us, special assessment or premiums or pressure ch insurance and pay the promiums therefor, and any amount so paid shall be a further lien as the land payable Purchaser to Beller fartherith with interval at alaryati (11) 5 per annum. This provision shall be effective 67 P. only if Paragraph 2 (+) applies.

At That during the existence of this contract, any proceeds reteived from a hazard insurance palicy sovering the d shall first be used to repair the domage and restore the property, with the halance of such proceeds, if any, being related to Solier and Purchaser, as their interests may appear.

to) That no antipummi or conveyonce by Parchaner shall create only liability whatsasever against Seller until a duplicate thereof daily witnessed and acknowledged, constaining the residence address of the satisfies, shall be defivered either personally or by certified mail to Seller and reselpt therefore obstand. Parchaner's liability hereunder shall not be released or affected in any way by delivery of such againment, or by Seller's endersement of receipt or members.

(1) This Purchaser shall have the right to passession of the land from and ofter the date herved, unless otherwise hervin provided, and be entitled to retain passession thereof only so long as there is no default on his part in serving out the terms and conditions herved. If the land is vecant or unimproved, Purchaser shall be deamed to be in constructive passession on why, which passessary right shall come and terminate store provide of a notice of forfeiture or unimproved, property shall not constitute actual passession of using by Purchaser on unimproved property shall not constitute actual passession.

By That should Parchaser fail to perform this contract or any part thereof, Seller immediately after such all have the right to devine this contract forfacied and void, and retain whatever may have been paid here improvements that may have been made upon the lond together with additions and servicions therets, as is order true Parchaser as his tenset helding over without permission and may take immediate permanents all, and Parchaser and each and every other sevenant remove and put out. If service of a notice of forfations as by Seller to terminate rights hereunder, a notice of in tention to forfati this contract shall have been po alt impr ef th nider Indel Seller is terminate rights h on (15) days prior thereta.

bit That if presendings are taken to unform this contract by equitable action, after Purchasse shall have been default for a period of forty-five (4) days or more, the entire summal owing berrow shall be due and psychia Surth-h. anything herein contained to the contrary netwithstanding.

(1) That time shall be destend to be of the se

(1) That any deducedness network or passes assessery or proper to iterations, assessers or orderer this contrast duel to constructively presented to have been survival upon Purchaser if such instrument was contrast in an envirope with primary fully prepaid, addressed to Purchaser of the address set forth in the bording of this contrast or at the instant others which may have been specified by Purchaser and receipted for in writing by Soller, and each contrast was depended in the United States government mail.

Sellers agree to install Private Road, meeting Onkland County specifications, no later than July 30, 1987 - weather permitting.

(1) Subject property is in an unincorporated area and abuts a private road which has not been accepted as a public road and is not required to he maintained by the County Road Commission or other public or municipal Lindy.

		request: Payment to be made to the taxing authority.
- 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 - 1911 -	• • •	(n) It is mutually understood that the monthly installment payments
		specified in said contract are insufficient to fully pay the obligation owing within the term of said contract, and that there will be a lump-sum payment due Seller upon completion of said term.
st‡ Strat		LIBER 9915 PAGE 304
	•	
	Deuror Righte	If the write of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in successing the deed to be given in fulfillment bereef.
	Capacity of Parties	Any individual parties horses represent themselves is to of full age. Any expensive parties horses represent them- selves to be existing serperations with their charters in full force and effect.
	interpretation of Contract	The pressures and relative wordy high used are written in the massuline and staguter. If, however, more than one person joins in the execution layed as Beller or Parabaser, or other party be of the familate are or a corpor- tion, such words shall be read as if written in pland, femilines or neuter, requestively. The accounts herein shall
	flooring.	black the heirs, devises, legaters, suscences and analyse of the respective parties. Signed, seeing and differend by the parties in deployee the day and year first shore written.
		Hoperd D. Sturgeonas)
		Richard D. Sturgeon
		Narcia J. Sturgen (La)
		Mile Aburn (Tra) adelle Francesuchura
		Bivio Giannandrea
		Permando Giannasdrea (L.S.) Ida Giannandrea (L.S.)
	la distante d	STATE OF MICHIGAN Remo Parmontes (L.S.
	Acknowl- adgment	COUNTY OF OAKLAND Remo Glandandrea
		On this 6th day of May 1987 before me
		Achile Giannandrea and Ida Giannandrea and Elvio Giannandrea and Permando Giannandrea and Remo Giannandrea, at 19 http://goanta.with full.richte.cf.
		they executed the mame as their free act and deed.
		My romaniadan expires 10 - 1 - 1990
		Melary Public, Caldens Create, 18 Notary Public, Cakland County, Michigan
N.	Corporate Acknowl-	STATE OF MICHIGAN COUNTY OF
		On this day of 19 before see
		appeared
		to me personally known, who being by me sworn, did (1) my thei (2) the
		of the corporation named in and which executed the within instrument, and thei the seal affixed to mid instrument is the
		corporate seal of mid corporation, and that mid instrument was signed and scaled in behalt of mid corporation by
		authority of Ha haard of directors; and exid arknowledged said septrement to be the frue art and dead of exid curporation.
		My amazinian expires 19
		Note: If more than one afflaer acknowledges insert at (1) "each for hissorif," and (2) "they are respectively" Notary Public, County, Michigan
		Darbas by T. E. Callan Address 211 E. Commerce
(6.)		NELEN RECORDED RETURN TO: Draftor

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2700 N. WOODWARD AVENUE BLOOMFIELD MILLS, MICHIGAN 48013 (313) 647-2171 (313) 338-7135 TITLE COMPANY, Inc. **PHILIP R. SEAVER** 

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## PAID CO. TREAS

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LAND CONTRACT

LEGAL DESCRIPTION CONTINUED:

thence due East 890.83 feet to the Westerly line of Rowe Road (66 feet wide); thence along said Mesterly line South 00 degrees 12 minutes West 60.00 feet; thence due West 831.02 feet to a point; thence along a curve to the right radius 60.00 feet, central angle 270 degrees 23 minutes 12 seconds an arc distance of 283.148 feet whose chord bears North 44 degrees 48 minutes 24 seconds West 84.566 feet to the point of beginning.

Howe Road - Parcel 3 Tax Item Ho. 11-33-101-014

PHILIP R. SEAVER TITLE COMPANY, Inc.

MECURDED RIGHT OF WAY NO.

· . . . PHILIP R. SEAVER TITLE COMPANY, Inc. FORM OF LAND CONTRACT F556 This Contract, made this . 19 87 May 6th day of Achille Giannandrea and Ida Giannandrea, his wife, Elvio Giannandrea, between Parties Fernando Giannandrea and Remo Giannandrea, as joint tenants with full rights of survivorship hereinalter relefted to as "Seller", whose address is 255 San Angelo Drive Milford, MI 48042 Ronald S. Emrick and Margot R. Emrick, his wife and hereinafter referred to as "Purchaser", whose address is 35786 Woodridge Ct. Parmington Hills, MI 48018 Bitnesseth: 1. Beller Agrees: of Township Highland (a) To sell and convey to Purchaser land in the . County of . Oakland , Michigan, described as: Description of Land Part of the Northwest 1/4 of Section 23, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, described as commencing at the Northwest corner of said Section; thence South 00 degrees 25 minutes West along the West line of said Section 1013.32 feet and due East 400.00 feet to the point of beginning; thence due East 465.58 feet; thence South 00 degrees 16 minutes 02 seconds West 471.26 feet; thence North 89 degrees 02 minutes West 466.58 feet; there North 00 degrees 23 minutes 13 seconds East 463.30 feet to the point of beginning. Subject to all easements of record, together with and subject to an ingress and egress and utility easement. Described as commencing at the Northwest corner of said Section 33; thence South 00 degrees 25 minutes West along the West line of said Section 1013.32 feet ROWE ROAD - Parcel #2 (Continued on reverse side) Tax Item Nox 11-33-101-015 , hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting or plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and Vacant Land 16848 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: Thirty-two Thousand and 00/100 32,000.00 ) dollars, of which the sum of Eight Thousand and 00/100 (\$ Terms of -Fayment ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which 13 8,000.00 ġ is hereby acknowledged, and the additional sum of Twenty-four Thousand and 00/100 £ 104-01-0 킁 ) dollars, is to be paid to Seller, with interest on any part thereof at any time ÷ (\$ 24.000.00 per cent per annum while Purchaser is not in default, and at the rate of unpaid at the rate of ten (10) per cent per annum, computed upon the balance of the purchase price then unpaid, during the ten (10) period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments 15 258.00 ) dollars each, or of Two Hundred Fifty-eight and 00/100 held by severate value previous by the . 19 87 : day of each month, beginning more at Purchaser's option, on the 6th June such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest ू इड़ेने हु वि  $\boldsymbol{\alpha}$ 8 shall, however, be fully paid within five (5) years from the date hereof, anything herein to the contrary notwithſŲ standing. (c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the Seller's ينيك ا 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 **Duty to** Convey shall have accrued or attached since the date hercof 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 an owner's policy of title insurance or Furnishing abstract of title covering the land, and furnished by Philip R. Seaver Title Company, Inc. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Selier 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 Evidence of Title Purchaser's 2. Burchaser Aarees: **Duties** (m) 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 Maintenance thereto. of Premises (c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental D authority Т (d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller. To Pay Taxes (•) 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. and Keep Premises Insured 6775851 FORM 11 H\_ 2: 32

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Alternate Payment Method

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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 Title

Disposition of Insurance Proceeds Assignment by Purchaser

Non-payment of Taxes or

Insurance

Possession

**Right** to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

If an amount representing estimated monthly cost of taxes, special assessments and insurance is inserted, in Paragraph 2 (1), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, their Paragraph 2 (1) shall be of no effect and the method of payment provided in Paragraph 2 (c) shall apply.

(1) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of -0-

(\$ -O- ) dollars, which is an estimate of the monthly cost of the taxes, special assess-ments, 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 assess-ments 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.

3-19-87 @ 8:00 am (g) That he has examined a title instrumer rolicy/commitment dated covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such title policy or abstract, or an owner's title policy issued pursuant to such commitment, 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. Geller und Burchaser Rutually Agree:

3. Getter and Burchaser statually 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 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, interest shall extend to any and all renewals, extensions or amendments of 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 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 after Seller has 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 (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  $\pm en(10)$  % 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 hen on the land payable by Purchaser to Seller forthwith with interest at ten (10)  $\frac{100}{100}$  per annum This provision shall be effective only if Purchaser 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 assimment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof dul, 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 presenteers. acceptance thereon.

(1) 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 con-structive 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. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto

(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 forth-with, anything herein contained to the contrary notwithstanding

(1) That time shall be deemed to be of the essence of this contract.

(1) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to here the served upon Purchaser if such instrument was enclosed in an envelope with 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.

ik) Purchaser agrees to pay all taxes and special assessments, if any, within thirty (30) days of DUE DATE and submit proof to Seller upon request. Payment to be made to the taxing authority.

It is mutually understood that the monthly installment payments (1)specified in said contract are insufficient to fully pay the obligation owing within the term of said contract; and that there will be a lump-sum payment due Seller upon completion of said term.

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LEGAL DESCRIPTION CONTINUED: BAT ] and due East 400. feet to the point of beginning; due East 890.83 feet to the Westerly line of Rowe Road (66 feet wide); thence along said Westerly line South 00 degrees 12 minutes West 60.00 feet; thence due West 831.02 feet to a curve to the right radius 60.00 feet, central 270 degrees 23 minutes 12 seconds an arc distance of 283.148 feet, whose chord bears North 44 degrees 48 minutes 24 seconds West 84.566 feet to the point of beginning. B#23 REG/DEEDS PAID ROWE ROAD - Parcel #2 0001 MAY.29'87 10:30AM Tax Item No. 11-33-101-015 4775 HISC 9.00 If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join Dower in executing the deed to be given in fulfillment hereof. **Rights** Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent them-selves to be existing corporations with their charters in full force and effect. Capacity of Parties The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corpora-tion, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall Interpretation of Contract bind the heirs, devisees, legatees, successors and assigns of the respective parties. Signed, sealed and delivered by the parties in duplicate the day and year first above written. Signatures TF IN PRESEN

HIE Ronald S. .s.) Achille Giannandrea Elvio Giankar ireA (L.S.) gino Giannandrea Fernando Giannándrea E C STATE OF MICHIGAN Individual em ugma Acknowl-Remo Gi**z**nnandrea OAKLAND COUNTY OF 55. edgment :0 1987 6th day of before me On this May appeared Ronald S. Emrick and Margot R. Emrick, his wife and Achille Giannandrea, and Ida Giannandrea, his wife, Elvio Giannandrea, Fernando Giannandrea and Remo Giannandrea, as joint tenants, with wholk cution the soft on the soft of executed the same as free act and deed 19 90 10-1 My commission expires SUSAN L. KABSAB lolary Public, Caldand Courty, hil y Commission Explines Oct, 1, 1990 Notary Public, Oakland County, Michig STATE OF MICHIGAN Corporate Acknowl-COUNTY OF SS. edgment 19 before me day of On this appeared to me personally known, who being by me sworn, did (1) the sav that (2) of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said acknowledged said instrument to be the free act and deed of said corporation. My commission expires 19 Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively" Notary Public, County, Michigan

Business

Address:

211 E. Commerce

48042

Milford, MI

WHEN RECORDED RETURN TO: Draftor

T. E. Callan

Instrument

Drafted by:

4-8978 74 240H
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Address 1100 S. Hilfard Bood, Highland 40031 . Michigan, Can opte and
"A starviverenip
80230 Huntington, Detroit, Michigan 48219.
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