

Detroit Edison

Real Estate and Rights of Way LIBER 105710268  
Underground Right of Way Agreement

82134883

MAY 13, 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 Highland, County of Oakland, State of Michigan, further described as:

The North 10 ft. of the West 35 ft. of part of the N.W. 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 REG. DEEDS PAID  
0001 SEP.01'88 01:24PM  
0655 MISC 7.00

RECORDED RIGHT OF WAY NO.

38563

7.00

~~as shown on the attached drawing~~ which is made part hereof

The right of way is TEN (10) 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 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 purposes set forth herein.

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.

Grantors:

Achille Giannandrea  
ACHILLE GIANNANDREA, GRANTOR  
WITNESS: John C. Greenlee  
JOHN C. GREENLEE  
WITNESS: Gerard S. Misiak  
GERARD S. MISIAK

Achille Giannandrea  
Achille Giannandrea  
Ida Giannandrea  
Ida Giannandrea, his wife  
Fernando Giannandrea  
Fernando Giannandrea  
Remo Giannandrea  
Remo, Giannandrea, his wife, as joint tennants with full rights of survivorship

Prepared by: John C. Greenlee  
The Detroit Edison Company  
30400 Telegraph Rd., Suite 264  
Birmingham, MI 48010

Address: 255 San Angelo Drive

Milford, MI 48042

Acknowledgement - Individual

State of Michigan

County of OAKLAND ) SS.

On this 13 day of MAY, 1988, the foregoing instrument was acknowledged before me, a notary public in and for said county, by ACHILLE GIANNANDREA AND IDA GIANNANDREA HIS WIFE ELVID GIANNANDREA FERNANDO GIANNANDREA AND REMO GIANNANDREA, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP.

My Commission Expires: \_\_\_\_\_

John Charles Greenlee

Notary Public, County, Michigan

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

RECORDED RIGHT OF WAY NO. 38573

APPLICATION FOR RIGHT OF WAY

DK 543-0011 8-7488 (MS 50)

Highland Twp  
SEC. 33

PLEASE SECURE RIGHT OF WAY AS FOLLOWS.

DATE 3-7-88

LOCATION 1675 LONE TREE

APPLICATION NO. Ø-8978 R-1

CITY OR VILLAGE \_\_\_\_\_

DEPT ORDER NO. \_\_\_\_\_

TOWNSHIP HIGHLAND COUNTY OAKLAND

O F. W. NO. \_\_\_\_\_

BUDGET ITEM NO. \_\_\_\_\_

DATE BY WHICH RIGHT OF WAY IS WANTED 4-1-88

INQUIRY NO. \_\_\_\_\_

THIS R/W IS 100 % OF TOTAL PROJECT NO. \_\_\_\_\_ ACCUM. \_\_\_\_\_ %.

JOINT RIGHT OF WAY REQUIRED YES  NO

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

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED RECORDED EASEMENT AS SHOWN ON SKETCH EASEMENT TO BE FOR PUBLIC UTILITIES

PURPOSE OF RIGHT OF WAY TO PROVIDE U.G. SERVICE TO 2825 ROWE RD

SIGNED R.M. [Signature]  
OFFICE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.  
Underground recordable right of way obtained as requested per attached drawing. Contacts made by John C. Greenlee, Representative; Real Estate, Rights of Way & Claims; Oakland Division

RECORDED RIGHT OF WAY NO. 38554-38563

PERMITS IN RECORD CENTER 5 R.E. & R/W DEPT. FILE 5 GRANTOR Powers, Emrick, Sturgeon, Giannandrea

NO. OF PERMITS 5 NO. OF STRUCTURES \_\_\_\_\_ NO. OF MILES \_\_\_\_\_ PERMITS TO MBT 5

DATE August 19, 1988 SIGNED James D. McDonald  
James D. McDonald, Sr. Representative

LINE 9915 PAGE 302



PHILIP R. SEAVER TITLE COMPANY, Inc. 87 92798 FORM OF LAND CONTRACT

This Contract, made this 6th day of May 1987

Parties

between Achille Giannandrea and Ida Giannandrea and Elvio Giannandrea and Fernando Giannandrea and Remo Giannandrea, as joint tenants with full rights of survivorship hereinafter referred to as "Seller", whose address is

255 San Angelo Drive Milford, MI 48042

and Richard D. Sturgeon and Marcia J. Sturgeon, his wife

hereinafter referred to as "Purchaser", whose address is

2701 Ripple Ct. Milford, MI 48042

Witnessed:

REG/DEEDS PAID 0001 MAY 20 '87 11:17AM 3124 NISC 11.00

1. Seller Agrees:

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

Description of Land

Part of the Northwest 1/4 of Section 33, 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 to the point of beginning; thence due East 400.00 feet; thence South 00 degrees 23 minutes 13 seconds West 463.39 feet; thence due North 89 degrees 02 minutes West 400.21 feet to the West line of said Section; thence North 00 degrees 25 minutes East 456.68 feet to the point of beginning, 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 and due East 400.00 feet to the point of beginning;

HOME ROAD - Parcel #3 (Continued on reverse side)

Tax Item No. 11-33-101-014

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

1594

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 Thousand and 00/100

(\$ 30,000.00 ) dollars, of which the sum of Seven Thousand and 00/100

(\$ 7,000.00 ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Twenty-three Thousand and 00/100

(\$ 23,000.00 ) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of eleven (11) per cent per annum while Purchaser is not in default, and at the rate of eleven (11) 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 Two Hundred Thirty and 00/100 (\$ 230.00 ) dollars each, or more at Purchaser's option, on the 6th day of each month, beginning June 1987; 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 five (5) years from the date hereof, anything herein to the contrary notwithstanding.

Terms of Payment

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(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all moneys 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.

Seller's Duty to Convey

Furnishing Evidence of Title

(d) To deliver to Purchaser as evidence of title, at Seller's option, either an owner's policy of title insurance or 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. 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.

Purchaser's Duties

2. Purchaser Agrees:

Maintenance of Premises

(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 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 and Keep Premises Insured

(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.

FORM 11

67564

5-20-87

303

Handwritten initials/signature

Alternate Payment Method  
Insert amount if advance monthly installment method of tax and insurance payment is to be adopted  
Acceptance of Title and Provisions

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 those items therein indicated shall be adopted. If such an amount is not inserted, then 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-

(2) -0- 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 (c) 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.

3-5-87 @ 8:00 am  
Case #7-67566-0

(a) That he has examined a title insurance policy/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.

(b) 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.

Mortgage by Seller

3. Seller 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.

Encumbrances on Seller's Title

(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 same matured or first maturing herein with interest at eleven (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 covering such same as 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 same 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.

Non-payment of Taxes or Insurance

(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 eleven (11) % per annum. This provision shall be effective only if Paragraph 2 (c) applies.

Disposition of Insurance Proceeds

(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.

Assignment by Purchaser

(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.

Possession

(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.

Right to Forfeit

(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.

Acceleration Clause

(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.

Notice to Purchaser

(j) That any deliveries, 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 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.

Additional Clauses

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

(l) 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 be maintained by the County Road Commission or other public or municipal body.

Special Assessments, if any, \_\_\_\_\_

request. Payment to be made to the taxing authority.

(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.

LIBER 9915 PAGE 304

Dever Rights

If the wife of Seller has dever rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

Capacity of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation of Contract

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 corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants hereto shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signatures

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

*[Signature]*  
ROSELL B. RICHARD

*[Signature]*  
Richard D. Sturgeon

*[Signature]*  
S. J. RICHARD

*[Signature]* (L.S.)  
Marcia J. Sturgeon

*[Signature]* (L.S.)  
Elvio Giannandrea

*[Signature]* (L.S.)  
Achille Giannandrea

*[Signature]* (L.S.)  
Fernando Giannandrea

*[Signature]* (L.S.)  
Ida Giannandrea

*[Signature]* (L.S.)  
Remo Giannandrea

Individual Acknowledgment

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this 6th day of May 19 87 before me appeared Richard D. Sturgeon and Marcia J. Sturgeon, his wife and Achille Giannandrea and Ida Giannandrea and Elvio Giannandrea and Fernando Giannandrea and Remo Giannandrea, as joint tenants with full rights of survivorship to me known to be the parties. They executed the same as their free act and deed.

My commission expires 10-1-1990

ROSELL B. RICHARD  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 1, 1990

*[Signature]*  
Notary Public, Oakland County, Michigan

Corporate Acknowledgment

STATE OF MICHIGAN  
COUNTY OF

On this day of 19 before me appeared

to me personally known, who being by me sworn, did (1) say that (2) the

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

Instrument Dated by: T. E. Callan Business Address: 211 E. Commerce Milford, MI 48042

WHEN RECORDED RETURN TO: Drafter

RECORDED RIGHT OF WAY NO. 38563

LAND CONTRACT

**PHILIP R. SEAVER**  
**TITLE COMPANY, Inc.**

2700 N. WOODWARD AVENUE  
BLOOMFIELD HILLS, MICHIGAN 48013  
(313) 647-2171 (313) 338-7135

LIBER 9915 PAGE 305

**PAID CO. TREAS.**

**LEGAL DESCRIPTION CONTINUED:**

thence 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 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.

Rowe Road - Parcel 3  
Tax Item No. 11-33-101-014

PHILIP R. SEAVER TITLE COMPANY, Inc.

RECORDED RIGHT OF WAY NO.

38563



87 98533

**This Contract**, made this 6th day of May, 19 87

Parties

between Achille Giannandrea and Ida Giannandrea, his wife, Elvio Giannandrea, Fernando Giannandrea and Remo Giannandrea, as joint tenants with full rights of survivorship

hereinafter referred to as "Seller", whose address is 255 San Angelo Drive  
Milford, MI 48042

and Ronald S. Emrick and Margot R. Emrick, his wife

hereinafter referred to as "Purchaser", whose address is 35786 Woodridge Ct.  
Farmington Hills, MI 48018

**Witnesseth:**

**1. Seller Agrees:**

(a) To sell and convey to Purchaser land in the Township of Highland, 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; thence 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 No. 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

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

(\$ 8,000.00 ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Twenty-four Thousand and 00/100

(\$ 24,000.00 ) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of ten (10) per cent per annum while Purchaser is not in default, and at the rate of ten (10) 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 Two Hundred Fifty-eight and 00/100 (\$ 258.00 ) dollars each, or more at Purchaser's option, on the 6th day of each month, beginning June 19 87; 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 five (5) 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 an owner's policy of title insurance or 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. 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. 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 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.

(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.

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

16848  
5-27-87  
Highland  
C. HUGH DONOHY County Treasurer  
Sec. 135, Act 206, 1893 as amended

67758 ST

MAY 28 1987

DRR



Alternate Payment Method

If an amount representing estimated monthly cost 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.

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

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

(\$ -0- ) 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.

Acceptance of Title and Premises

(g) That he has examined a title ~~insurance policy~~/commitment dated 3-19-87 @ 8:00 am 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. Case #P-67758-0

(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.

Mortgage by Seller

3. Seller 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.

Encumbrances on Seller's Title

(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 ten (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.

Non-payment of Taxes or Insurance

(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 ten (10) % per annum. This provision shall be effective only if Paragraph 2 (e) applies.

Disposition of Insurance Proceeds

(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.

Assignment by Purchaser

(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.

Possession

(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.

Right to Forfeit

(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.

Acceleration Clause

(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.

Notice to Purchaser

(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 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 received for in writing by Seller, and such envelope was deposited in the United States government mail.

Additional Clauses

(k) 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.

(l) 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.

RECORDED RETURN ON...

38563

and due East 400.00 feet to the point of beginning; thence 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.

ROWE ROAD - Parcel #2  
Tax Item No. 11-33-101-015

B#23 REG/DEEDS PAID  
0001 MAY.29'87 10:30AM  
4775 MISC 9.00

**Dower Rights**

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

**Capacity of Parties**

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

**Interpretation of Contract**

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 corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

**Signatures**

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

*[Signature]*  
RUSS. L.B. KETTERL

*[Signature]* (L.S.)  
Ronald S. Emrick

*[Signature]*  
SUSAN L. KASSAB

*[Signature]* (L.S.)  
Margot R. Emrick

*[Signature]* (L.S.)  
Elvio Giannandrea

*[Signature]* (L.S.)  
Achille Giannandrea

*[Signature]* (L.S.)  
Fernando Giannandrea

*[Signature]* (L.S.)  
Ida Giannandrea

**Individual Acknowledgment**

STATE OF MICHIGAN  
COUNTY OF OAKLAND ss.

*[Signature]* (L.S.)  
Remo Giannandrea

On this 6th day of May 1987 before me 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 full rights of survivorship and acknowledged that to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

My commission expires 10-1 1990  
SUSAN L. KASSAB  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 1, 1990

*[Signature]*  
Notary Public, Oakland County, Michigan

**Corporate Acknowledgment**

STATE OF MICHIGAN  
COUNTY OF ss.

On this day of 19 before me appeared

to me personally known, who being by me sworn, did (1) say that (2) the

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

Instrument Drafted by: T. E. Callan

Business Address: 211 E. Commerce  
Milford, MI 48042

WHEN RECORDED RETURN TO: Drafter

RECORDED  
38523



CHICAGO TITLE INSURANCE COMPANY

LIBER 6282 PAGE 100

WARRANTY DEED

4-8977 74 23089

Know all men by these presents, that Paul Heger and Wilhelmina M. Heger, his wife,

Address 1100 S. Milford Road, Highland 48031

Michigan, (See next and

Warranted to Achille Giannandrea and Ida Giannandrea and Elvio Giannandrea and Fernando Giannandrea and Rose Giannandrea as joint tenants with full rights of survivorship.

whose Street Number and Post Office address is

20230 Huntington, Detroit, Michigan 48219.

land in the Township of Highland County of Oakland

and State of Michigan, described as Part of the Northwest 1/4 (of Section 33, 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 to the point of beginning; thence due East 1323.87 feet to the centerline of Howe Road; thence South 00 degrees 12 minutes West along said line 479.00 feet; thence North 89 degrees 02 minutes West 1323.63 feet to the West line of said Section; thence North 00 degrees 25 minutes East along said line 456.68 feet to the point of beginning. Containing 14.23 acres more or less, shown as parcel J6 on plat of survey recorded in Liber 6105, Page 427, Oakland County Records.

007464

to the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED (\$38,500.00) DOLLARS being the full consideration, value for 1/4 building and one quarter acre and improvements of same, also subject to all encumbrances to have a balance of 1200 square feet of living area.

Dated April 25, 1974  
WITNESSED AND DELIVERED IN PRESENCE OF:

Kathlyn Jackson  
Dyer C. Baird

Paul Heger  
Wilhelmina M. Heger

STATE OF MICHIGAN  
COUNTY OF Oakland

On this 25th day of April  
appeared Paul Heger and Wilhelmina M. Heger, his wife,

RECORDED  
JAN 14 1974  
REGISTERED  
MAY 29 1974  
MAY 10 1974

to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Kathlyn Jackson  
Notary Public, Oakland County, Michigan  
My commission expires July 21, 1976

County Treasurer's Certificate  
OAKLAND COUNTY TREASURER'S CERTIFICATE  
501 07852

City Treasurer's Certificate  
STATE OF MICHIGAN  
REAL ESTATE TRANSFER TAX  
\$ 31.35

Recording Fee 3.00  
Transfer Tax \$31.35

Deeded by Paul Heger  
Address 146 S. Highland Rd., Highland Mi.  
Return to Grantson

FORM NO. 11 11-33-101-013

RECORDED RIGHT OF WAY NO.

2.  
3.7  
33

Q 8978

**WARRANTY DEED**  
STATUTORY FORM

USE 6078 PAGE 273

73 035895

KNOW ALL MEN BY THESE PRESENTS: That Paul Heger and Wilhelmina M. Heger, his wife,

whose address is 1100 S. Milford Road, Highland, Michigan 48051

Convey and Warranty to James E. Powers and Irene E. Powers, his wife,

whose street number and postoffice address is 36472 Bobrich, Livonia, Michigan

the following described premises situated in the Township of Highland County of Oakland and State of Michigan, to-wit: Parcel #5: Part of the North West 1/4 of Section 33, Town 5 North, Range 7 East, Highland Township, Oakland County, Michigan, described as commencing at the North West corner of said Section thence due East along the North line of said Section 432.00 feet to the point of beginning; thence due East along said line 526.50 feet; thence South 00 degrees 12 minutes West 1013.30 feet; thence due West 530.33 feet; thence North 00 degrees 25 minutes East 1013.32 feet to the North Line of said Section and point of beginning, containing 12.29 acres.

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, for the sum of Twenty Five Thousand and no/100(\$25,000.00) dollars

subject to Building & use restrictions and easements of record. Residences must be a minimum of 1700 square feet of living area.

Dated this 21<sup>ST</sup> day of April 19 73

Signed in the presence of:

Signed by:

Marilyn Jackson  
Marilyn Jackson

Paul Heger  
Paul Heger

Paul Stephen Heger  
Paul Stephen Heger

Wilhelmina M. Heger  
Wilhelmina M. Heger

RECORDED  
REGISTER OF DEEDS RECORDS  
1973 APR - 2 PM 3:34  
LYNN D. ALLEN  
CLERK-REGISTER OF DEEDS

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1888

RECORDED RIGHT OF WAY NO. 38523  
MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

STATE OF MICHIGAN )  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of April,

1973 by Paul Heger and Wilhelmina M. Heger, his wife,

My Commission expires July 21, 1976  
Marilyn Jackson Notary Public, County, Michigan  
DARKLAND

<p>County Treasurer's Certificate OAKLAND COUNTY TREASURER'S CERTIFICATE No. _____ Partied, Mich. 5-2-1973 10304 I HEREBY CERTIFY that there are no TAX LIES or TITLES held by the State or any individual under the within description, as of 12:00 PM on the date of this instrument, as shown by the records in this office as stated.</p> <p><u>DR</u></p>	<p>City Treasurer's Certificate</p>
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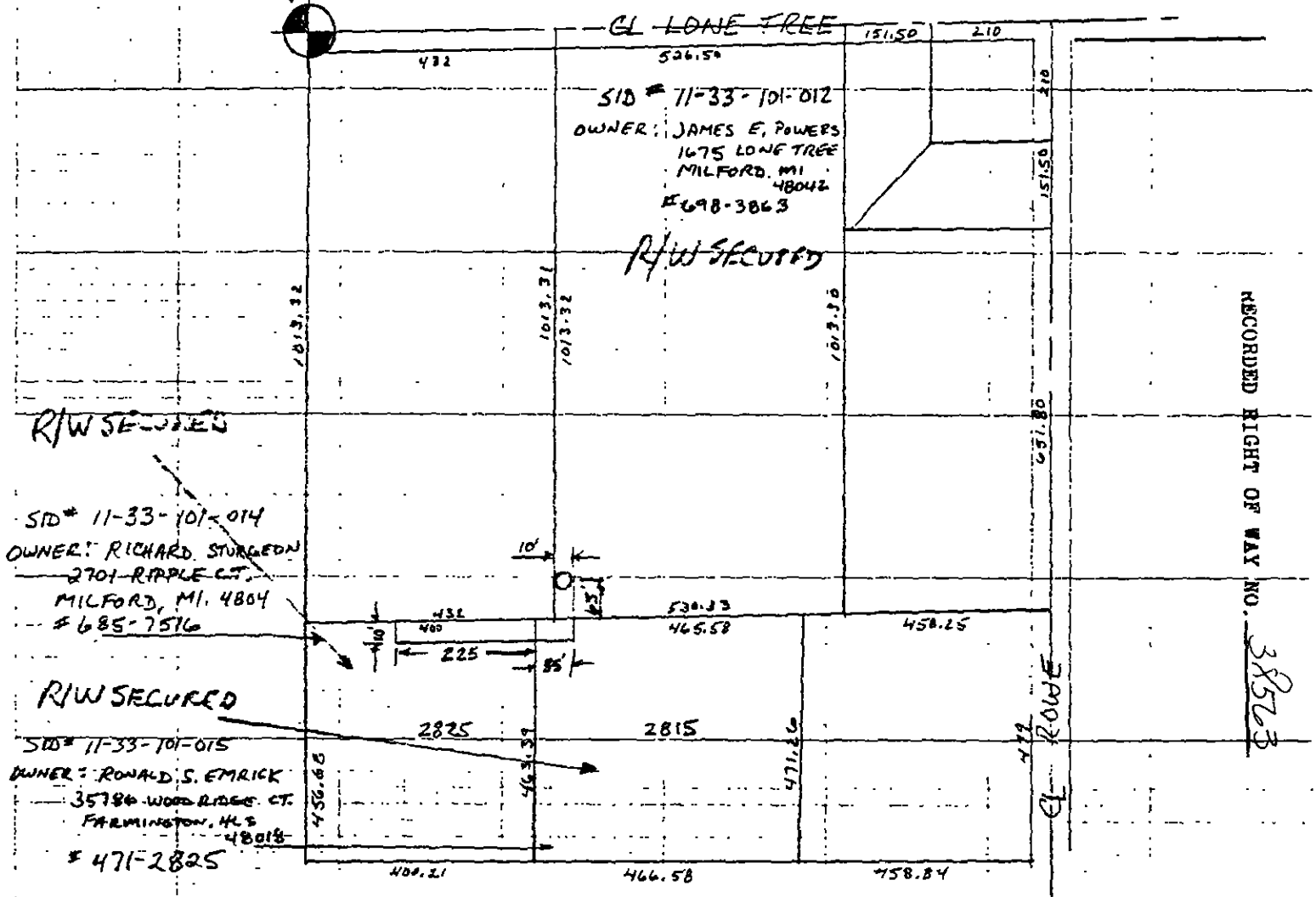
<p>When Recorded Return To: Grantee</p> <p>091487</p>	<p>When Subsequent Tax Bills To: Grantee</p>	<p>Drafted by: Paul Heger Business Address 3505 W. Highland Road Milford, Michigan 48042</p>
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Tax Paid \$ \_\_\_\_\_ Recording Fee 3.00 Revenue Stamp 827.50



REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY <u>J. G. [unclear]</u>	RECORD CENTER <u>5</u>
DATE <u>3-1-88</u>	R/W FILES <u>1</u>
DATE WANTED <u>4-1-88</u>	MBT <u>1</u>
DISTRICT <u>[unclear]</u>	ORIGINATOR <u>5</u>
FIELDMAN <u>[unclear]</u>	TOTAL <u>5</u>

N.W. COR.  
SEC. 33



<b>LEGEND</b> ○ FOREIGN POLE ○ EXIST D.E. CO POLE ● PROPOSED POLE — EXIST ANCHOR — PROPOSED ANCHOR ○ TREE --- 120/240 VOLT LINE --- 4800 VOLT LINE --- 13,200 VOLT LINE --- 40,000 VOLT LINE	THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
	MAP SECT	TOWNSHIP	COUNTY	QTR. & TWP SECT NO.
	1-184-408	HIGHLAND	DEKLAND	NW 44 33
	PROJECT NAME	TOWN	RANGE	JOINT R/W REQUIRED
	8086 MILFD	3N	7E	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	REASON	TEL ENGR & DIST		DEPT. ORDER NO
SECURE U.G. EASEMENT			1-8978	
PLANNER			PROJ. OR PART NO.	
R. SOUSA			OFW S.O. OR P.E. NO	
	SCALE		BUDGET ITEM NO	
			3-4-88	
			DATE	