,	
DE FORM PD 302 0-70 CE	7222 PAGEOZI 07093
by For good and valuable considerations, the right is here	ANY, 2000 Second Ave.
Detroit, Michigan, Chather MICHICAN, DELL TELEOUON lessees, successors and assigns, to construct aerial and/	their licensees,
service and communication service including necessary poles and equipment in, under, upon, over and across the property	, guys, anchors, conduits, wires, cables, manholes, transformers
Brandon, County ofOakland	, State of Michigan, further described as follows;
Oakland County, Michigan is described as beginn said Section 17 distant due East along said East corner of said Section 17, thence continuing du 1325.50 feet, thence North 89°37'46" West 217.0 due West 659.84 feet, thence South 0°29'06" East	n 17, Township 5 North, Range 9 East, Brandon Twp., ning at a point on the East and West 1/4 line of st and West 1/4 line 450.23 feet from the West 1/4 we East 874.37 feet, thence North 0°16'35" West 0 feet, thence South 0°16'35" East 660.0 feet, then st 667.68 feet to the point of beginning containing 1 along with a 66 foot easement for ingress and
	o employes or appointees of the said grantees to construct, , and to trim or cut down any trees which in the opinion of the e construction and operation of said line facilities.
	E .
	<u>.</u>
Underground lines are to be located in accordance with easements are six feet in width unless otherwise noted on said d	a attached drawing which is made a part hereof and underground Irawing.
	Ū
This grant is hereby binding upon the heirs, successors and	assigns of the undersigned grantor <u>s</u> .
IN WITNESS WHERE OF <u>they</u> have hereunto set <u>their</u>	hand s and seal On this 15th day of April
, <u> </u>	
WITNESS: Simola & Bandy	Good I Bandy
Linda K. Bandy	Gerald L. Bandy
	XOPPORTS O C
- Druce L. Bangh	Thoreman Da Bandar
Bruce L. Bandy	Florence B. Barry
	891 Kent Road
	ADDRESS Ortonville, Michiggan 48462
PREPARED BY:	ADDRESS
Omer V. Racine 30400 Telegraph	
Birmingham, Michigan 48010	· · · · · · · · · · · · · · · · · · ·
	ADDRESS
,	2
•	<i>B</i>
STATE OF MICHIGAN	
County of Calland S.S.	
On this / T.C. day of <u>A.D.</u> 1	19 <u>78</u> , before me, the undersigned,a Notary Public in and for said
county, personally appeared Gerald L. Bandy and Flore	ance B. Bandy, his wife
	known to me to be the personSnamed in and who executed
the foregoing instrument as grantors and acknowledged the sam	ne to be those free act and dead
the released meetingent as Rightor and acknowledked the sail	
AS A ROGER L. PLUCING	Kon, fillito
Notary Public. Oakland County, Mich.	- Kogi mag
My Commission Expires 3-11-SD	ROGER L. PIDISINGTON
My commission expires:	Notary Public, Oabland County, Michigan
	APPROVED AS TO FORM 6-6-78 DATE
	LEGAL DEPARTMENT
	LEGAL DEPARTMENT AND





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

Phone 645-4378

Mr. Gerald L. Bandy 891 Kent Road Ortonville, Michigan 48462

Gentlemen:

Acreage Parcels on Linda K. Lane Re:

Enclosed is the original and two copies of the Agreement-Fasement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,

RECORDED RIGHT OF WAY NO.

Omer V. Racine Representative Real Estate, Rights of Way & Claims

OVR/1s Enclosures





Oskland Division 30400 Telegraph Rood Birmingham, Michigan 48010 (313) 645 4000 Phone 645-4378

June 19, 1978

Mr. Gerald L. Bandy 891 Kent Road Ortonville, Michigan 48462

Gentlemen:

Re: BANDY ACREAGE

We are enclosing herewith a fully executed copy of the agreement

dated April 17, 1978 for the underground electric and

communication service for the above named project.

Sincerely,

Omer V. Racine, Representative Real Estate, Rights of Nay & Claims

OVR/1s Enclosures

RECORDED RIGHT OF WAY NO. 3/6/

· · ·	WITH ALTERNATE TAX AND INSURANCE PROVISIONS
[This Contract, Mude this oth day of October
	borwoon Geralu L. Bandy and Plorence B. Bandy, his wife
Partme	hereinafter referred to a the "Seller,"
	whose address is 891 Kent Road, Ortonville, Michigan
	and
	hereinafter referred to as the "Purchuser,"
	whose address is 420 Parkdale, Rochester, Michigan
	a antineaseth:
Description	(a) To sell and convey to the Purchaser land in the City Xor TOWNShip of Brandon
of Premises	Oakland County, Michigan, described as: (Parcel #5, Linda Y. Lane)
	SEE ATTACHED LEGAL DESCRIPTION
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	n 1971 - Anno Anno Anno Anno Anno Anno Anno An
	i together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures,
	shades, Venetian blinds, curtain rods, storm windows, storm doors, scieens, awnings, if any, and
	a now on the premises, for all applicable building and use restrictions, and essements, if any, effecting the premises.
Terna of	(b) That the consideration for the sale of the above described premises to the Purchaser is:
Payment	Sixteen Thousand and no/100 (\$16,000.00) Dollars,
	of which the sum of \dots NORE \dots \dots \dots \dots $($. -0-\dots) DOLLARS,$
	Las heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of
	Sixteen Thousand and no/100 (\$16,000.00) Dollars,
1	¹ is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of nine (9 %) per cent per annum while the Purchase is set us default, and at the rate of ten per annum when and as
	often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of
	One Hundred Twenty and no/100 (s 120.00) Douges
	each, or more at Purchaser's option, on the 1st day of each more day
	, 1976; said payments to be appedd - first upon interest and the balance on principal' PROVIDED, the entire purchase money and interest shall be fully paid within
	¹ Open years from the date hereof, anything herein to the contrary notwithstanding
Seller's	$f_1^{(1)}$ (c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mestgage $\frac{2}{2}$
Duty to Corvey	mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Furchaser or the Furchasers's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements
	and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be height set forth, and except such encumbrances as shall have accrued or attached since the date height through the acts or omag-
	is a mis of persons other than the Seller or his assigns
To famili Tole	(d) To deliver to the Purchaser as evidence of litle, at the Seller's option, either a Policy of Title Insurance or Abstract of Litle, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the
Fridence	. Commonwealth Land Tube Insurance Company, Loftis Title Division. The Seller shall have the right to retain possession of this evidence
	of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.
Frankriger En jer	. IHE PURCHASER AGREES AS FOLLOWS:
	(a). To purchase such land and pay the Seller the sum aforesaid, with the interest thereon as above provided (b) . To use, maintain and occupy such premises in accordance with any and all restrictions thereon
	(c). To keep the premises in accordance with all police, sunitary and other regulations imposed by any governmented
To Pay Tazes	(d) To pay all taxes and assessments hereafter levied on sold premises before any penalty for non-payment attaches
nitkiep tie uier	2 thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured actorst loss and damage, in manner and to an amount approved by the Seller, and
1 In oured	to deliver the policies as issued to the Seller with the prenaming fully paid.
Alteria e Patrica	If the amount of the estimated monthly cost of Taxes, Assessments and Insurence is inserted in the following Paca- graph 2(e), then the method of the pisiment of these items as therein indicated shall be adopted. If this amount is not
Mair at	inserted, then Paragraph 2(e) shall be of no effect and the niethod of payment provided in the preceding Paragraph 2(d)
•	whall be effective (e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of
Teacre autoria. In advance	(e) To pay monthly in addition to the monthly payments herein before supulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes.
i munth v i instal ment	essensments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance
rechied Lichterinent	due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mantioned in Paragraph 2 (d) above when due and before any
insu aire in Liube adopted	penalty attaches, and submit receipts therefor to the 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 put on the the amount received shall approximate the total sum required annually for takes, essessments and manually for takes, essessments and approximate the total sum required annually for takes, essessments and manually for takes, essessment and approximate the total sum required annually for takes, essessments and manually for takes and the paid by the
	"Purchaser upon the Seller's demand COMHITUMENU
A ceptance	(1) That he has examined a Title Insurance 4506 dated (an Abstract of Title Certined to)
i digade and Tang ana	covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon
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Meintenance at Prem

Mortfage by

on Seller's Title

Non-payment of Taxes or Insurance

Assignment by Purchase

Right **P**orielt

Clause

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the data be and not to commit waste, remove or demonsh any improvements thereon, or otherwise diminish the value of the Sel security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS: (a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or magages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed by mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall vide for payment of principal and interest in monthly installments which do not exceed such installments provided for this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien t the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages, the of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly a execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requit to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser larget to execute any instruments demanded by the Seller, necessary or requit to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser larget to execute any instruments demanded by the Seller, necessary or requit to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser larget or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous pla on said premises, and upon making affidivit duly sworn to of such posting, this proceeding shall operate the same as if Purchaser had consented to the execution of such mortgages or mortgages, and Purchaser's rights shall be subordinate to mortgages or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, un or by virtue of the foregoing power, shall e mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortg. or mortgages.

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Se shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser demand, and in default of the Seller and Purchaser may pay the same. Such payments by Purchaser shall be credited the sums matured or first maturing hereon, with interest at seven per cent, per annum on payments so made. If proceeding are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's defau-the Purchaser may at any time thereafter, while such proceedings are pending, encumber taid land by mortgage, securing at time as can be obtained upon such terms as may be required, and with the proceeding and ducharge and by mortgage. The Purchaser may at any time thereafter, while such proceedings are pending, encumper usid land by mortgage, securing su-sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller there and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payme shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amou owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract or teined, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agr to pay the same.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, i Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any su or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith w interest at the rate of NINE PETCENT per annum.

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a du licate thermol, duly witnessed and acknowledged, together with the residence address of such assigner, shall be delivered the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, by Seller's andorsement of receipt and/or acceptance thereon.

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwi-herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying o the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchas shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitu-ortice of forfeiture of this contract. actual per sion by him.

(1) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such defau, shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improv-ments that may have been made upon the premises, together with additions and accretions thereto, and consider and tre the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon the purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon the purchaser and each and every other occupant remove and put out. by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit th contract served at least ten days prior thereto.

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpartial balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the dee to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represer themselves to be valid existing corporations with their charters in full force and effect.

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall i presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postag fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and said envelope is deposited in a United States Post Office Box.

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The pronouns and relative words herein used are written in the masculine and singular only. If more than one join a the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as i written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In mitness mipreuf, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of: wmen Cillari JAMES A. WARE.

Edwin R Sin in

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Duren-

Elent

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Seller: Florence R. Bandy Seller: Florence R. Bandy $H \sim$ Purchaser: Camerod ?. Jones 🗄 Jones

Notice I Purch

Additio

Clau

Parcel 5: Part of the Southwest quarter of the Northwest quarter of Section 17, Town 5 North, Range 9 East, Brandon Townsnip, Oakland County, Michigan, described as follows: Beginning at a point distant due east along the east and west quarter line of said Section 17, a distance of 450.23 'feet and north 0 degrees 29 minutes 06 seconds West 21162.71 Feet from the west quarter corner of said Section 17; thence continuing north 9 degrees 29 minutes 00 seconds west 168.51 feet; thence south 89 degrees 37 minutes 46 seconds east 662.26 feet; thence south 0 degrees 16 minutes 35 seconds east 165.0 feet; thence due west 661.64 feet to the point of beginning.

Subject to and together with a 66 foot wide easement for ingress and egress, the centerline of which is described as follows:

Beginning at a point on the east and west quarter line of Section 17, distant due east along said east and west quarter line, 400.0 feet from the west quarter corner of said Section 17, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence north 0 degrees 37 minutes east 203.76 feet; thence north 42 degrees 22 minutes 10 seconds east 68.08 feet; thence north 0 degrees 29 minutes 06 seconds west 411.80 feet to point "A"; thence continuing north 0 degrees 29 minutes 06 seconds west 644.66 feet to a point of ending; said point of ending being the radius point for a 120 foot diameter cul-de-sac; thence from point "A", due east 659.84 feet; thence north 0 ending, said point 0 ending, being the radius point of ending, said point 0 ending, being the radius point for a 12 foot diameter cul-de-sac.

Cameron Gones-251 Linda R Lane

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	WITH ALTERNATE TAR AND MANUT PROVED AND AND AND AND AND AND AND AND AND AN
	075, 727
	Chis Contract , Muderers 21.52 April 76 Gerald L. Bandy and Florence B. Bandy, his wife
Parline	
: 1	hereinafter referred to A the "Seller."
•	Blaine D. Priebe and Nancy J. Priebe, his wife
, ,	
	whose address is 5876 Sinroll, Ortonville, Michigan
	" #itnesseth:
Description	1. THE SELLER AGREES AS FOLLOWS TXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
at Promotoo	Oakland County, Michigan, described as: See attached legal description
	Parcel A - Linda Key Lane
	ι. · · · · · · · · · · · · · · · · · · ·
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	together with all tenements, hereditaments, improvements and appurtemances, including all lighting fixtures, plumbing fixtures,
	strades. Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and
	now on the premises, and subject to all applicable building and use restrictions, and essements, if any, affecting the premises
Terms of	(b) That the consideration for the sale of the above described premises to the Purchaser is:
Payment	Seventeen Thousand Nine Hundred Fifty and no/100 (17,950.00) DOLLARS,
	of which the sum of Two Thousand and no/100 (\$2,000.00 .) Dou LARS,
	bus peretoiore been paid to the Seller, the receipt of which is hereby arknowledged, and the balance of
	, is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of $nine$ ($9 - r_e$). The percent perminium while the Purchaser is not in default, and at the rate of ten perminium when and an
	orce as the Furchaser is an default. This balance of purchase money and interest shall be paid in monthly installments of
	One Hundred Twenty-five and no/100
	each, or more at Purchaser's option on the 21st day of each month,
	begin ing May 21st, 19 76 ; suid payments to be applied hist upon interest and the balance on principal, PROVIDED, the entire purchase money and interest shall be fully paid within
	five (5) veers from the date hereof anything herein to the contrary notwithstanding
Seller's	(c) Upon receiving payment in full of all sums owing herein, less the amount their due on any existing mortgage or
Data to Coloca	mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land subject to aforesaid restrictions and easements.
	and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accued or attached since the date hereof through the acts or onis-
	storts of persons other than the Seller or his assigns
Te fornan Tat -	(d) fo deliver to the Parchaser is evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract (1) Litle the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the
Existence	Comm aswedth I and Litle Insurance Company. Foftis Litle Division, The Seller shall have the right to retain possession of this evidence
	I full during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.
Purchaser v Digites	2 1HF PURCHASER AGREFS AS FOLLOWS:
	(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided (b) . To use, maintain and occupy soid precises in accordance with any and all restrictions thereon
	(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental
i ta caxes	\mathbf{v}_{i} automaty.
anskeis Premier	therety and subant recepts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seiler, and
	1 to deliver the policies as issued to the Seller with the premiums fully paid.
Is suged	
America	If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para-
	If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2.167, then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2.(e, shall be of no effect and the method of payment provided in the preceding Paragraph 2.(d).
A to the Factor C	If the amount of the estimated nonthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.
A to the East of C Monte S Foreigness of To Society	If the amount of the estimated monthly out of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2(c, shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of
A the state France of the state of the stat	If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2 (a) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective. (a) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, estimates and insurance premiums for suid premises, which shall be credited by the Seller on the unpaid principal balance
A for the Prove of C Adjust of C Adjust of C Prove	If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inverted then Paragraph 2 (a) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's
A for entre Enc. e. C. Martino S. Fortone and entre Tono Esc. Station entre perfora	If the amount of the estimated monthly out of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2 (a) shall be of no effect and the method of payment provided in the preseding Paragraph 2 (d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, essensing its and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract if the Parchaser is not in default under the terms of this contract, the Seller shall pay for the Parchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the Parchaser upon demand "The amounts so paid shall be added to the
A the entry Entry entry A test a strength test a strength test a strength prefiles of reason and amount cent	If the amount of the estimated monthly out of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 min, then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, essessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's were out, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, inder this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, and
A the entry Entry entry A test a strength test a strength test a strength prefiles of reason and amount cent	It the amount of the estimated monthly out of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2 (a) shall be of no effect and the method of payment provided in the preseding Paragraph 2 (d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, essensities and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Parchaser is not in default under the terms of this contract, the Seller shall pay for the Parchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the Parchaser 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, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Brincipal balance of this contract. The amount of either of the parties and any deficiencies shall be paid by the Brincipal balance of the selly is demand.
A the edge End of the edge of	If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not averted, then Paragraph 2 (a) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective. (e) To yay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, essessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the 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, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.
A the end of the end o	It the amount of the estimated monthly out of Taxes, Assessments and Insurance is inserted in the following Para- graph 2'es, then the method of the payment of these items as therein indicated shall be adopted. If this amount is not invited, then Paragraph 2'es, shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective. (e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, estension its and insurance premiums for suid premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the items of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any ponalty attaches, and submit receipts therefor to the Purchaser upon demand -The amount is paragraph, may be adjusted from time to time so that the amount receipts therefor to the Purchaser of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand (f) That he has examined a Title Insurance Certified to vering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined
A third of a constant of the second of the s	It the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Para- graph 2 (m), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not ascreted, then Paragraph 2 (m) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective. (e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the 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, assessments and insurance. This atflustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand (f) That he has examined an Abstruct of Table Certified to the (f) That he has examined an Abstruct of Table Certified to the (f) That he has examined an Abstruct of Table Certified to the (f) The taken examined an Abstruct of Table Certified to the (f) The taken examined an Abstruct of Table Certified to the (f) The taken examined an Abstruct of Table Certified to the (f) The taken examined an Abstruct of Table Certified to the (f) The taken examined and the table table certified to the (f) The taken and the table table table table table tor table table table table table table table table table

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<u>Parcel A:</u> Part of the Southwest quarter of the Northwest quarter of Section 17, Town 5 North, Range 9 East, Village of Ortonville, Oakland County, Michigan, is described as: Beginning at the west quarter corner of said Section 17, thence north 0 degrees 29 minutes 06 seconds west along the west line of said Section 17, a distance of 974.34 feet; thence due east 450.23 feet; thence south 0 degrees 29 minutes 06 seconds east 974.34 feet to the east and west quarter line of said Section 17; thence due west along said east and west quarter line, 450.23 feet to the point of beginning.

Subject to and together with a 66 foot easement for ingress and egress, the centerline of which is described as: Beginning at a point on the east and west quarter line of Section 17, distant due east along said east and west quarter line, 400.0 feet from the west quarter corner of said Section 17, town 5 north, range 9 east, Village of Ortonville, Oakland County, Michigan; thence north 0 degrees 37 minutes east 203.76 feet; thence north 42 degrees 22 minutes 10 seconds east 68.08 feet; thence north 0 degrees 29 minutes 06 seconds west, 1056.46 feet to a point of ending, said point of ending also being the radius point for a 120 foot diameter cul-de-sac. Subject to the rights of the public rest of any remainder of

Blaine Prieke

RECORDED RIGHT OF WAY NO.

INSTIGNMENT OF PURCHASER'S INTE 'IN LAND CONTRACT For a valuable consideration, receipt : f which is acknowledged, the undersigned assign π^+ , whose address is 4449 Albern Road, Utica, Michigan 48787 , hereby assign S to Donald C. Puglise and Karen J. Puglise, his wife the assume S . 6422 Logan Street, Drayton Plains, Michigan 48020 whose address is 1. Gerald L. Bandy and Florence April 15 19 76, executed between certain land contract dated B. Bandy, his wife 666-3916 as Seller and Edwin R. Pierson and Suzanne Pierson, his wife and assigned to James R. Giordano and Kim I. Giordano, his wife as Purchaser. CONTROL OF T Oakland Ortonville of for the sale of land situated in the Village County, Michigan, -R - Linda KLane **C**RX - Parael described as ... See attached legal ----- ---- ----and convey and warrant to said assignce the land above described, subject to any restrictions upon the use of the same and a balance owing upon said contract of Eight Thousand Eight Hundred Forty and 72/100(\$8,840.72) ollars with interest from November 15, 1977 which the said assignee and grantee assumes and agrees to pay November 15, 1977 Dated Signed in the presence of: Piddingfon 14 Sharon M. Heiman STATE OF MICHIGAN Oakland County of g _ 15th 19 77, before me, a Notary Public in November day of On this ... and county, personally appeared James R. Ciordano and Kim I. Giordano to me known to be the same personS described in and who executed the foregoing instrument and then acknowledged the same their free act and deed to be Receipt of a duplicate of the above is hereby acknowledged Notary Public. Piddington hereby accept the above assignment County, Michigan 0ak1and • March 11, 1980 My Commission expires Dated Drafted by: Business address: J. Ware 630 M-15, Ortonville, Michigan

Form 5910

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Part of the Southwest quarter of the Northwest quarter of Soution 17, Town 5 North, Range 9 East, Village of Ortonville, Oralland County, Michigan, is described as follows:

E. Indig at a point on the West line of said Section 17, diamont North O degrees 29 minutes O6 seconds West along and West line, 974.34 feet from the West quarter corner or caid Section 17; thence continuing North O degrees 29 minutes O6 seconds West, 119.0 feet; thence due East, 450.23 inutes O6 seconds West, 119.0 feet; thence due East, 450.23 inut: thence South O degrees 29 minutes O6 seconds East, 450.23 inut: thence South O degrees 29 minutes O6 seconds East, 450.23 inut: thence South O degrees 29 minutes O6 seconds East, 450.23 inut: thence South O degrees 29 minutes O6 seconds East, 450.23 inut: thence South O degrees 29 minutes O6 seconds East, 450.23

Subject to and together with a 66 foot easement for the runness of ingress and egress, the centerline of which is discribed as follows:

Sociation 17, distant due East along said East and West quarter line of Sociation 17, distant due East along said East and West quarter ing, 400:0 feet from the West quarter corner of said Section 17, Tom 5 North, Range 9 East, Village of Ortonville, Oakland Conserver, Michigan; thence North 0 degrees 37 minutes East, 203.76 for the North 42 degrees 22 minutes 10 seconds East, 68.08 Such thence North 0 degrees 29 minutes 06 seconds West, 1056.46 Fort to a point of ending, said point of ending also being the radius point for a 120 foot diameter cul-de-sac.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, read or highway purposes.

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ATTACHED TO AND MADE A PART OF COMMITMENT #161, 343.

Form 5910

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TODIA:

	WITH ALTERNATE TAX AND INSURANCE PROVISIONS	Coverna late 9	Carliner and Loffies	Pric Division
-	- <u></u>	· ···		
Partino,	This Contract , Made this 15t Botween Gerald L. Bandy and Florence	••••••••••••••••••••••••••••••••••••••	June e	, 1976
	and Robert J. Heath and Cynthia i	ville, Michigan M. Heath, his wife	hereinafter referre 	d to \Lambda the "Seller,"
:	4326 Seeden, Drayton	Plains, Michigan	hereinafter referred to	as the "Purchaser,"
Description of Prenuses	 Titnesseth: 1 THE SELLER AGREES AS FOLLOWS. (a) To sell and convey to the Purchaser land in Ocklond 		on	
		CHED LEGAL DESCRIPTI	ON -Parcal 3 Linda K	
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:	: : - togetfier with all tenements, hereditaments, improven : - shades, Venetian blinds, curtain rods, storm windows			i. plumhing futures,
	and subject to all applicable building and use restr	ictions and easements, if any a		ow on the premises,
Terms of Payment	(b) That the consideration for the sale of the Fourteen Thousand Nine Hundred Fit	above described premises to th		00) Dollars,
	of which the sum of Two Thousand and r	no/100	. _{(\$} 2,000.	00) DOLLARS,
:	has heretofore been paid to the Seller, the receipt of Twelve Thousand Nine Hundred Fifty	•	d, and the balance of	
		v and no/100	(* 12 <u>.950</u> .	00 DOLLARS
:	is to be paid to the Seller, with interest on any part per cent per annum while the Furchaser is not un often us the Furchaser is in default. This balance 0ne Hundred Seventy-five and no/10	thereof at any time unpaid at default, and at the late of of purchase money and interes	ten per al st shall be paid in mon	(9 c)) noum when and as thly installments of
:	per cent per annum while the Purchaser is not in	thereof at any time unpaid at default, and at the rate of of purchase money and interes 00 15th	the rate of nine ten per au it shall be puid in mon (\$ 175.	(9 c)) noum when and as thly installments of
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· eller's	per cent per annum while the Purchaser is not un often as the Purchaser is in default. This balance One Hundred Seventy-five and no/10 each, or more at Purchaser's option, on the beginning hist upon interest and the balance on principal; PR ten (10) years from the date hereof, a	thereof at any time unpaid at default, and at the rate of of purchase money and interes 00 15th July 15th, OVIDED, the entire purchase mo anything herein to the contrary	the rate of nine ten per an it shall be paid in mon (\$ 175. 1976 ; said pay mey and interest shall r notwithstanding	(9 c)) noum when and as thily installments of (00) DOLLARS day of each month, ments to be applied be fully paid within
*eller's Izaty to Convey	per cent per annum while the Purchaser is sor in- often as the Purchaser is in default. This balance One Hundred Seventy-five and no/10 each, or more at Purchaser's option, on the beginning hirst upon interest and the balance on principal; PR ten (10) years from the date hereof, a (c) Upon receiving payment in full of all sum mortgages, and the surrender of the duplicate of the assigns, a good and sufficient W mainty Deed conv- and subject to any then existing mortgage or mortga- set forth, and except such encumbrances as shall here	thereof at any time unpaid at default, and at the rate of of purchase money and interes 00 15th July 15th, 0VIDED, the entire purchase mo anything herein to the contrary as owing herein, less the amou any thing herein, less the amou any thing herein, less the amou as contract, to execute and de eving title to said land, subje- ges, and free from all other end	the rate of nine ten per ai it shall be paid in mon (\$ 175. 1976; suid pay mey and interest shall notwithstanding of then due on any e- liver to the Purchaser of to aforesaid restrict cumbrances, except suc	(9 c)) norm when and as thly installments of 00) DOLLARS day of each month, ments to be applied be fully paid within xisting mortgage or or the Purchaser's ions and easements h as may be herein
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Daty to Convey To formatic Table Evidence	 per cent per annum while the Purchaser is sort in often us the Purchaser is in default. This balance One Hundred Seventy-five and no/10 each, or more at Purchaser's option, on the beginning institution interest and the balance on principal; Protein (10) years from the date hereof, etc.) Upon receiving payment in full of all summortgages, and the surrender of the duplicate of the assigns, a good and sufficient Wirranty Deed convand subject to any then existing mortgage or mortigate shall be so its of persons other than the Seller or his assigns (d). To deliver to the Purchaser is evidence of of 1-the, the effective date of the policy or certification of Conner exealth L and Little Insurance Company, Lotins I of this of this contract and upon demand, 	thereof at any time unpaid at default, and at the inte of of purchase money and interes 00 15th July 15th, 0VIDED, the entire purchase mo any thing herein to the contrary is owing herein, less the amou ins contract, to execute and de eving title to said land, subjec- ges, and free from all other en- ave accrued or attached since title, at the Seller's option, eit date of Abstract to be approximate litle Division. The Seller shall have shall lend it to Purchaser upon th VS: the sum aforesaid, with the in s in accordance with any and a	the rate of nine ten per an it shall be paid in mon (s 175. <u>1976</u> ; suid pay mey and interest shall y notwithstanding nt then due on any e- diver to the Purchaser of to aforesaid restrict cumbrances, except suc the date hereof throug her a Policy of Title I ely the date of this contr t the right to retain posse e pledging of a reasonable terest thereon as above dl restrictions thereon	(9 c)) noum when and as thly installments of 00) DOLLARS day of each month, ments to be applied be fully paid within xisting mortgage or or the Purchaser's ions and easements h as may be herein h the acts or omis- insurance or Abstract act, and issued by the ssion of this evidence e security.
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<u>Parcel 3</u>: Part of the Southwest quarter of the Northwest quarter of Section 17, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, described as follows: Beginning at a point distant due east along the east and west quarter line of said Section 17, a distance of 450.23 feet and north 0 degrees 29 minutes 06 seconds west 832.69 feet from the west quarter corner of said Section 17; thence continuing north 0 degrees 29 minutes 06 seconds west 165.01 feet; thence due east 661.04 feet; thence south 0 degrees 16 minutes 35 seconds east 165.0 feet; thence due west 660.44 feet to the point of beginning.

Subject to and together with a 66 foot wide easement for ingress and egress, the centerline of which is described as follows:

Beginning at a point on the east and west quarter line of Section 17, distant due east along said east and west quarter line, 400.0 feet from the west quarter corner of said Section 17, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence north 0 degrees 37 minutes east 203.76 feet: thence north 42 degrees 22 minutes 10 seconds east 68.08 feet; thence morth 0 degrees 29 minutes 06 seconds west 411.80 feet to point "A"; thence continuing north 0 degrees 29 minutes 06 seconds west 644.66 feet to a point of ending; said point of ending being the radius point for a 120 foot diameter cul-de-sac; thence from point "A", due east 659.84 feet; thence north 0 degrees 16 minutes 35 seconds west 165.0 feet to a point of

Robert Heath - 345 Linda K. Jan

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

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3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be nortgages or mortgages or mortgages or mortgages or mortgages containing the name and address of the mortgage or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by the Seller, meressary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by the seller in the such as the shall be address. to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event hald Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinhefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if and Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to and mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser a, above provided for giving notice of the execution of said mortgage or mortgages.

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first hen upon the land superior to the rights of the Seller therein, and thereafter the 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 sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same. to pay the same.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance pramiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate of nine percent per annum

(d) No assignment or conveyance by the Furchaser shall create any liability whatsoever against the Seller until a dup-licate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

(e) The Purchaser shall have the right to possession of the premises 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 corrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the 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.

(1) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cates where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto.

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract

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(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Add:tional Clause

Notice to Purche

> The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in execution hereof as Seller or Purchaser, or either he of the feminine sex or a corporation, such words shall be read as if the written in plural, feminine or neuter, respectively. The covenants herein shall bind the herrs, devisees, legatees, assigns and successors of the respective parties.

> In miliness mipersof, the parties hereto have executed this contract in duplicate the day and year first above written

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Signed in the presence of Kozi filleto Roger L. Piddingtor by a data .

Joyce A. Johnson

Seller: Gerald L. Bandy Seller: Florence B., Bangy Solart - Feat Purchaser: Robert J. Heath and to constitute a second to the

Purchaser: Cynthia M. Heath

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part <u>y</u> of the first part and <u>her</u> heirs, executors and administrators, do<u>es</u> covenant, grant, bargain and agree to and with the said part **les** of the second part **their** heirs and assigns, that at the time of the ensealing and delivery of these presents elle **ls** well seized of the above-granted premises in fee simple; that they are free from all incumbrances whatever

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and tha	at she will	, and her	heirs, exe	cutors, and	administ	rators			shall
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	i first na							,	ھے۔ سے انگار کری ہ دی ہے۔ س

In witness whereof the said part. Y ... of the first part ha.S. hereunto set her hand and seat the day and year first above written.

Signed, sealed and delivered in presence of Woodbridge Metcalt In B. Jord [L.S.] ____ [L. S.] Julius I. Loeller ___[L.S.] KECORDED RIGHT State of Michigan, SS. County of Wayne 24. T.k day of February On this. in the year one thousand nine hundred and Forty-five ...before me,Q a Notary Public, in and for said county, personally appeared WAY Mattie Woodbridge Metcalf NO to me known to be the same person. . . . described in and who executed the within instrument, who My commission expires - HCC 1-1944 ł (Wayne, Notary Public, XXXXXX County, Michigan. XKXXXX This instrument was presented and Mattle Woodbridge Metcalf et-ux OFFICE marranty, Gerald L. Bandy 10 15.4 received for Record REGISTER'S County JAKLAND Ź AXES

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CERTIFICATE OF SUFVEY for [Gerald 1. Bandy [891-Kent Road [Orionville, Hich.

, FRUPERTY DESCRIPTIONS - En model

03-17-100-041

K Lane

PARCEL "1" Part of the S.W. 1 of the N.W. 1 of Sec. 17, T. 5 N., R. 9 E., Brandon Twp., Oakland Co., Mich. is described as beginning at a point on the E. 6 W. 2 line of said Sec. 17 distant Due Cast along said E. 6 W. 1 line 450.23 ft. from the W. 3 Corner of said Sec. 17 thence continuing Due East 874.37 ft., thence N. 0 16'35" W. 1325.50 ft., thence N. 89'37'44" W. 217.0 ft., thence S. 0 16'35" F. 660.0 ft., thence Due Wast 659.84 ft., thence S. 0'29'06" E. 667.68 ft. to the point of beginning Containing 16.69f acres more or less. ALSO subject to and along with a 66 ft. easement for ingress and egress.

PARCEL "2" - Bandy 03-17-100-040 PARCEL "2" - Bandy 03-17-100-040 Part of the S.W. 1 of the N.W. 2 of Sec. 17, T. 5 N., R. 9 E., Brandon Twp., Oakland Co., Mich. is described as beginning at a point distant Due East along the E. 5 N. & line of said Sec. 17 a distance of 450.23 ft. and N. 0 29'06" W. 667.68 ft. from the N. 4 Corner of Sac. 17 thence continuing N. 0 29'06" W. (165.01 ft., thence Due East 660.44 ft., thence S. 0 16'35" E. 165.0 ft., thence Due West 659.84 ft. to the point of beginning containing 2.50 acres.

PARSEL "3" - Heath 03-17-100-39

Part of the S.W. 1 of the h.W. 1 of Sec. 17, T. 5 N., R. 9 E., Brandon Twp., 400 (Oakland Co., Mich. is described as beginning at a point distant Due East along the E. E. W. 2 fine of said Sec. 17 a distance of 450.23 ft. and N. 0 29060 W. (A22.69 ft. From the W. 2 Corner of said Sec. 17 thence continuing N. 0 29060 W. (A23.01.1t., thence Due East 651.04 ft., thence S. 0 16135" E. 165.0 ft., thence (Due Mest 660.44 ft. to the point of buyinning containing 2.502 acres more or less (A250 mubject to and along with a 66 ft. ensement for ingress and egress.)

PARCHI . 4" - Banky -03-17-000-38

Part of the 3.4. & of the ".W. & of Sec. 17, T. 5 N.; R. 9 E., Brandon Twp... Oakland Co., Mich. is described as beginning at a point distant Due East along the T. 5 W. & line of said Sec. 17 a distance of 450.23 ft. and N. 0 29 06" W. 997.70 St. from the W. & Borner of said Sec. 17 thence continuing N. 0 29 06" W. 165.61 ft., thence Due East 661.64 ft., thence S. 0 16 35" E. 165.0 ft., thence Phie West 661.64 ft. to the point of beginning containing 2.505 acres more or less. ALSO subject to and along with a 65 ft. ensement for ingress and egress.

PARCEL "5" - Jones - 03-17-000 - 37

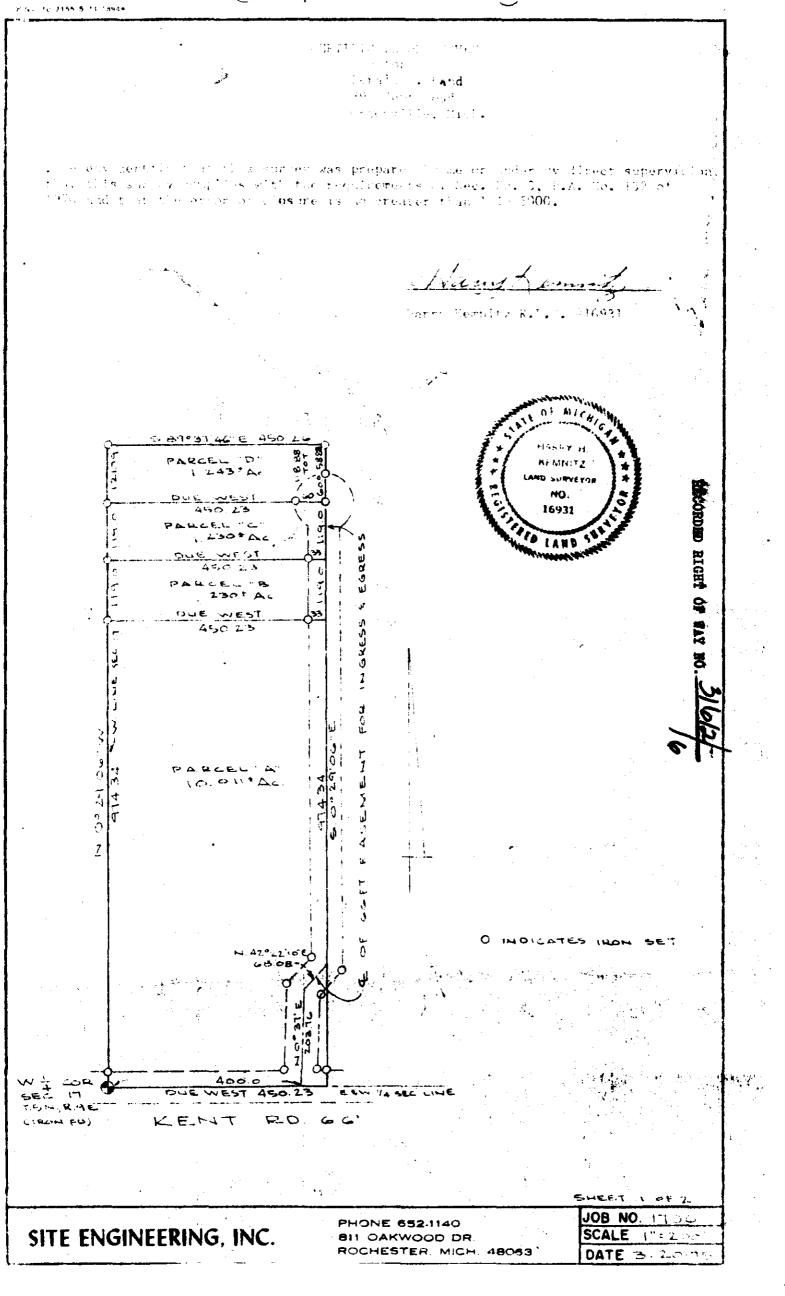
Part of the S.W. 1 of the N.W. A of Sec. 17, T. 5 N., R. 9 E., Brandon Typ., Ostland Co., Mich. is described as beginning at a point distant Due East along the E. & W. 1 line of said Sec. 17 a distance of 450.23 ft. and N. 0 29'06" W. 1162.71 ft. from the W. A Corner of said Sec. 17 thence continuing:N. 0 29'06" W. 168.51 ft., thence S. 80 37'46" E. 662.26 ft., thence S. 0 16'35" E. 165.0 ft., thence Due West 661.64 it. to the point of beginning containing 2.534 acres more or less.

ALSO subject to and along with a 66 ft. easement for ingress and egress.

REASTHENI FOR INGRESS AND EGRESS

Genterline of 66 ft, wide comment for ingress and egress is described as beginning at a point on the E. 6 W. 7 line of Sec. 17 distant Due East along said E. W. 2 Ainh 400.0 ft. from the W. 2 Corner of said Sec. 17, T. 5 N. P. P. F. grandon Twp., Oakland Cor, Mich. thence S. 0.37' E. 203.76 ft., thence N. 42.42'10" E. 68.08 it., thence M. 0.29'06" N. 411.80 ft. to point "A", thence continuing N. 0.29'06" W. 644.66 ft. to a point of ending, said point of ending heing the salius point for a 120 ft. diameter cul-de-sac, thence from point "A" Due East 659.84 ft., thence N. 0.16'35" W. 160.0 ft. to a point of ending, said more point of ending said for a 120 ft. to a point of ending.

SILE ENGINEERING, INC.	ROCHESTER, MICH, 4806	. .	DATE 3.2	22.11C
	ROCHESTER MICH. 48063	DATE	3.20.15	L
SITE ENGINEERING, INC.	PHONE 652-1140 811 OAKWOOD DR	JOB NO	0. :706	2
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