

For good and valuable considerations, the right is hereby granted to THE DETROIT EDISON COMPANY, 2000 Second Ave. Detroit, Michigan, and the ~~MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan~~, their licensees, lessees, successors and assigns, to construct aerial and/or underground line facilities for the purpose of providing electric service and communication service including necessary poles, guys, anchors, conduits, wires, cables, manholes, transformers and equipment in, under, upon, over and across the property located in the TOWNSHIP of

BRANDON, County of OAKLAND, State of Michigan, further described as follows;

SEE DESCRIPTION'S REVERSE SIDE.

① TAX PARCEL NO. 03-07-226-009
PC NE/4 Sec 7 + NW/4 Sec 8

with full right of ingress and egress upon the said premises to employes or appointees of the said grantees to construct, reconstruct, repair, operate and maintain said line facilities, and to trim or cut down any trees which in the opinion of the grantees at any time interfere or threaten to interfere with the construction and operation of said line facilities.

The route of overhead line facilities is described as follows:

OAKLAND COUNTY
RECORDED
84
MAP 14
11/14
RECORDED RIGHT OF WAY NO. 13083

Underground lines are to be located in accordance with attached drawing which is made a part hereof and underground easements are six feet in width unless otherwise noted on said drawing.

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

IN WITNESS WHERE OF we have hereunto set OUR hand S and seal this 11th day of Nov 1983.

WITNESS:
William R. Stenrin
WILLIAM R. STENRIN
402 PARKDALE

Richard M. Wagner
RICHARD M. WAGNER
1082 Willow Grove Ct
Rochester, Michigan
48063

Fred R. Gonlpy
FRED R. GONLPHY

Catherine G. Wagner
CATHERINE G. WAGNER F/K/A CATHERINE G. DENKER
1082 Willow Grove Ct
Rochester Mich 48063
HIS WIFE.

PREPARED BY:
DON CRANKSHAW
1075 SUNCREST DR.
LAPEER, MI. 48446

STATE OF MICHIGAN
County of OAKLAND } s.s.

On this 11th day of NOVEMBER, A.D. 1983, before me, the undersigned, a Notary Public in and for said county, personally appeared RICHARD M. WAGNER & CATHERINE G. WAGNER F/K/A CATHERINE G. WAGNER HIS WIFE known to me to be the person S named in and who executed the foregoing instrument as grantor S and acknowledged the same to be Their free act and deed.

APPROVED AS TO FORM 2-15-84 DATE
LEGAL DEPARTMENT J.B. Kozuch

Donald R. Crankshaw 13.00
DONALD R. CRANKSHAW
Notary Public, LAPEER County, Michigan

My commission expires: JAN 5, 1986.

L. 8616p 616.1

3

PARCEL 1

PT OF THE N.E. 1/4 OF SECTION 7 & PT OF THE N.W. 1/4 OF SECTION 8, T5N R9E
BEG AT A PT THAT IS S 00-02-03 E, 826.86 FT ALG THE E. LINE
OF SECT 7 FROM THE N.E. COR OF SAID SECTION; TH E 130.68 FT;
TH S 00-02-03 E, 150.00 FT; TH N 77-10-20 W, 285.00 FT; TH
N 88-32-49 W, 53.88 FT; TH S 53-48-27 W, 194.64 FT; TH S 45-00-
W, 240.00 FT; TH N 00-02-03 W, 370.00 FT; TH E 528.00 FT TO
PT OF BEG. INCLUDING & SUBJECT TO A 60 FT EASEMENT FOR
INGRESS & EGRESS ENDING IN A CIRCULAR TURN-AROUND WITH
A RADIUS OF 60 FT, THE CENTERLINE OF WHICH IS DESCRIBED AS:
BEG AT A PT ON THE CENTERLINE OF STATE PARK ROAD, LOC
S 00-02-03 E, 98.77 FT & N 72-32-48 W, 130 FT FROM THE
N.E. COR OF SECTION 7; TH S 43-53-08 W, 155.97 FT; TH S 58-05-
06 W, 165.00 FT; TH S 16-22-48 E, 632.35 FT; TH S 73-37-12 W;
23.97 FT TO PT OF ENDING, SAID PT OF ENDING BEING THE RADIUS
PT OF A CIRCULAR TURN-AROUND.

03-07-226-009 - NE 1/4 Sec 7 + NW 1/4 Sec 8

ALSO PARCEL 2

PT OF THE N.E. 1/4 OF SECTION 7, T5N R9E, BEG AT A PT THAT
IS S 00-02-03 E, 826.86 FT ALONG THE E. LINE OF SECT
7, & E 130.68 FT, & S 00-02-03 E, 150.00 FT & N 77-10-20 W
285.00 FT FROM THE N.E. COR OF SAID SECT 7; TH N 88-32-
49 W, 53.88 FT; TH S 53-48-27 W, 194.64 FT; TH S 45-00 W,
240.00 FT; TH S 00-02-03 E, 130.00 FT; TH E 358.68 FT, TH
N 275.00 FT, TH N 09-00-E, 140.00 FT TO P.O.B.

03-07-226-009 - NE 1/4 Sec 7 + NW 1/4 Sec 8

ALSO PARCEL 3

PT OF THE N.E. 1/4 OF SECTION 7, & PT OF THE N.W. 1/4 OF SECT
8, T5N R9E, BEG AT A PT THAT IS S 00-02-03 E, 826.86 FT
ALONG THE E LINE OF SECTION 7 & E 130.68 FT & S 00-02-
03 E, 150.00 FT FROM THE N.E. COR OF SAID SECT 7; TH S 00-02-03
E 350.00 FT TH W 300.00 FT; TH N 275.00 FT, TH N 09-00 E,
140.00 FT, TH S 77-10-20 E, 285.00 FT TO P.O.B.

03-07-226-009 - NE 1/4 Sec 7 + NW 1/4 Sec 8

Dec 01

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
80400 TELEGRAPH ROAD, 272 OAKDALE
BIRMINGHAM, MICHIGAN 48040

WARRANTY DEED

Carol L. Edwards

Address: Box 97, Pontiac, 48056 Michigan. Conveyed and Warranted to Catherine G. Wagner

whose Street Number and Post Office address is 1082 Willow Grove Court, Rochester, Michigan 48063

land in the Township of Brandon County of Oakland

and State of Michigan, described as: Parcel B: Part of the Northwest 1/4 of Section 8, T5N-R9E, Brandon Township, Oakland County, Michigan, described as: Beginning at a point on the West line of said Section 8 that is South 00°02'03" East 226.86 feet from the Northwest corner of said Section 8; Thence East 130.68 feet; Thence South 00°02'03" East, 500.00 feet; Thence West 130.68 feet to a point on the West line of said Section 8; Thence North 00°02'03" West, 500.00 feet along said West line to the point of beginning.

Contains 1.50 Acres.

for the sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00)

subject to: (1) Building and use restrictions and easements of record if any

This property is being annexed to the adjoining property having Sidwell #03-07-226-008

Dated September 19, 1978

SIGNED AND DELIVERED IN PRESENCE OF Barry W. Young, Robert F. Myers

Carol L. Edwards, Carol L. Edwards

STATE OF MICHIGAN COUNTY OF Oakland

On this 19th day of September 1978 before me personally appeared Carol L. Edwards

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

My commission expires 5/25/80 Notary Public, Barry W. Young, Leapeer County, Michigan acting in Oakland 48462

Instrument Drafted by Barry W. Young, Address 252 M-15, Ortonville, Michigan

REV 3.25

GRANTEE

Register of Deeds Office

(When Recorded Return to Grantor)

rd 03-07-226-008

SEP 22 1978

COMMONWEALTH LAND TITLE INSURANCE COMPANY

29468

1978 SEP 26 PM 12:59

66277

KNOW ALL MEN BY THESE PRESENTS: That Carl D. MacPetric, single man

whose address is 315 Hendrie Boulevard, Royal Oak, Michigan 48067

Convey(s) and Warranty(s) to Catherine G. Wagner, f/k/a Catherine G. Denek

whose address is 1082 Willow Grove Court, Rochester, Michigan 48063

the following described premises situated in the Township of Brandon
County of Oakland and State of Michigan, to-wit:

(SEE ATTACHMENT FOR DESCRIPTION)

for the full consideration of Twenty Thousand and 00/100 (\$20,000.00) Dollars

subject to any applicable building and use restrictions and to any assessments affecting the land.

Read this 20th day of July 19 77

Christopher A. Guller
Christopher A. Guller

Marian A. Guller
Marian A. Guller

Signed and Sealed:
Carl D. MacPetric
Carl D. MacPetric

RECORDED
MICHIGAN
REGISTER OF DEEDS RECORDS
1977 JUL 20 PM 4:56
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this
by Carl D. MacPetric

My commission expires
3/1/81

20th day of July 19 77
Paul E. Fitzsimmons
Paul E. Fitzsimmons
Notary Public Oakland County, Michigan

Insurance
Deducted by Paul E. Fitzsimmons

Business Address 5245 N. Adams, P.O. Box 1000, Rochester, Mich: 48063

State Treasurer's Certificate

OAKLAND COUNTY TREASURER'S CERTIFICATE
No. 72277
PAID TO THE STATE OF MICHIGAN
FOR THE YEAR 1977

City Treasurer's Certificate

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

Recording Fee
State Transfer Tax

When recorded return to Catherine G. Wagner
1082 Willow Grove Ct.
Rochester, Michigan 48063

Send subsequent tax bills to Catherine G. Wagner
1082 Willow Grove Ct.
Rochester, Michigan 48063

The Front of 03-07-226-008

188361 81

DESCRIPTION OF REAL ESTATE

Part of the Northeast quarter of Section 7, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, described as beginning at a point on the East line of Section 7, located South 00 degrees 02 minutes 03 seconds East 826.86 feet from the Northeast corner of said Section 7; thence South 00 degrees 02 minutes 03 seconds East 500.00 feet along the East line of Section 7; thence West 528.00 feet; thence North 00 degrees 02 minutes 03 seconds West 500.00 feet; thence East 528.00 feet to the point of beginning. Containing 6.06 acres more or less and including a 60 foot easement for ingress and egress, the centerline of which is described as beginning at a point on the centerline of State Park Road, located South 00 degrees 02 minutes 03 seconds East 98.77 feet and North 72 degrees 32 minutes 48 seconds West 130.00 feet from the Northeast corner of Section 7, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan; thence from said point of beginning of centerline of 60.0 foot easement South 13 degrees 53 minutes 08 seconds West 155.97 feet; thence South 58 degrees 05 minutes 06 seconds West 165.00 feet; thence South 16 degrees 22 minutes 48 seconds East 550.80 feet to the point of ending.



**First American Title Insurance Company
of Mid-America**

Furnished to: Detroit Edison Co. 30400 Telegraph, Birmingham, MI
Attn: Don Crankshaw
We have searched the records in the Office of the Register of Deeds affecting property in the
Township of Brandon, Oakland County,
Michigan, described as:

(SEE ATTACHED SCHEDULE C RIDER)

from September 17, 1975, to the certification date set forth below and have
found the following conveyances and undischarged encumbrances:

- Warranty Deed, liber 6539, page 303.
- Quit Claim Deed, liber 8268, page 603.
- Quit Claim Deed, liber 8417, page 798.
- Mortgage, liber 6587, page 584.

(See copies attached)

RECORDED RIGHT OF WAY NO. 34934

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

No undischarged Notice of Federal or State Tax Lien has been filed or recorded in said Register of Deeds Office against any party appearing to have had a record interest in subject property at any time during the period covered by this Search, except such notices as were filed or recorded against such a party after said party's interest in subject property appears to have terminated of record.

Unpaid County Taxes:

Unpaid City Taxes:

TAXES NOT EXAMINED

Unpaid Special Assessments:

Certified to: October 26, 1983 at 8 AM

bka

**First American Title Insurance Company
of Mid-America**

By Harold W. Thorn

Authorized Signature

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information. If evidence of title is desired, an application for title insurance should be made to First American Title Insurance Company of Mid-America.

Search
Commitment No.: 63-213195

SCHEDULE C

Owners Policy No.: _____

Loan Policy No.: _____

The land referred to in this commitment/policy is situated in the State of Michigan, County of Oakland and is described as follows:

Land in the Township of Brandon, Oakland County, Michigan, described as: Part of the northeast 1/4 of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan, described as beginning at the intersection of the centerline of State Park Road and the east line of Section 7, located south 00 degrees 02 minutes 03 seconds east 98.77 feet from the northeast corner of Section 7, town 5 north, range 9 east; thence south 00 degrees 02 minutes 03 seconds east 728.09 feet along the south line of Section 7; thence west 146.61 feet; thence north 16 degrees 22 minutes 48 seconds 550.80 feet; thence north 58 degrees 05 minutes 06 seconds east 165.00 feet; thence north 13 degrees 53 minutes 08 seconds east 155.97 feet to the centerline of State Park Road; thence south 72 degrees 32 minutes 48 seconds east 130.00 feet along the centerline of State Park Road to the point of beginning.

Excepting the rights of the public over the northeasterly 33.00 feet for State Park Road. Also including a 60.00 foot easement for ingress and egress, the centerline of which is described as beginning at a point on the centerline of State Park Road, located south 00 degrees 02 minutes 03 seconds east 98.77 feet and north 72 degrees 32 minutes 48 seconds west 130.00 feet from the northeast corner of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence from said point of beginning of centerline of 60.0 foot easement, south 13 degrees 53 minutes 03 seconds west 155.97 feet; thence south 58 degrees 05 minutes 06 seconds west 165.00 feet; thence south 16 degrees 22 minutes 48 seconds east 550.80 feet to the point of ending.

RECORDED RIGHT OF WAY NO. 34936



*First American Title Insurance Company
of Mid-America*

Furnished to: Detroit Edison Co. 30400 Telegraph, Birmingham, MI
Attn: Don Crankshaw
We have searched the records in the Office of the Register of Deeds affecting property in the
Township of Brandon, Oakland County,
Michigan, described as:

(SEE ATTACHED SCHEDULE C RIDER)

from September 17, 1975, to the certification date set forth below and have
found the following conveyances and undischarged encumbrances:

- Warranty Deed, liber 6539, page 303.
- Quit Claim Deed, liber 8268, page 603.
- Quit Claim Deed, liber 8417, page 798.
- Mortgage, liber 6587, page 584.

(See copies attached)

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

No undischarged Notice of Federal or State Tax Lien has been filed or recorded in said Register of Deeds Office against any party appearing to have had a record interest in subject property at any time during the period covered by this Search, except such notices as were filed or recorded against such a party after said party's interest in subject property appears to have terminated of record.

Unpaid County Taxes:

Unpaid City Taxes: TAXES NOT EXAMINED

Unpaid Special Assessments:

Certified to: October 26, 1983 at 8 AM

bka

*First American Title Insurance Company
of Mid-America*

By Harold W. Thorn
Authorized Signature

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information. If evidence of title is desired, an application for title insurance should be made to First American Title Insurance Company of Mid-America.

RECORDED RIGHT OF WAY NO.

34936

Search
Commitment No.: 63-213195

SCHEDULE C

Owners Policy No.: _____

Loan Policy No.: _____

The land referred to in this commitment/policy is situated in the State of Michigan, County of Oakland and is described as follows:

Land in the Township of Brandon, Oakland County, Michigan, described as: Part of the northeast 1/4 of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan, described as beginning at the intersection of the centerline of State Park Road and the east line of Section 7, located south 00 degrees 02 minutes 03 seconds east 98.77 feet from the northeast corner of Section 7, town 5 north, range 9 east; thence south 00 degrees 02 minutes 03 seconds east 728.09 feet along the south line of Section 7; thence west 146.61 feet; thence north 16 degrees 22 minutes 48 seconds 550.80 feet; thence north 58 degrees 05 minutes 06 seconds east 165.00 feet; thence north 13 degrees 53 minutes 08 seconds east 155.97 feet to the centerline of State Park Road; thence south 72 degrees 32 minutes 48 seconds east 130.00 feet along the centerline of State Park Road to the point of beginning. Excepting the rights of the public over the northeasterly 33.00 feet for State Park Road. Also including a 60.00 foot easement for ingress and egress, the centerline of which is described as beginning at a point on the centerline of State Park Road, located south 00 degrees 02 minutes 03 seconds east 98.77 feet and north 72 degrees 32 minutes 48 seconds west 130.00 feet from the northeast corner of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence from said point of beginning of centerline of 60.0 foot easement, south 13 degrees 53 minutes 03 seconds west 155.97 feet; thence south 58 degrees 05 minutes 06 seconds west 165.00 feet; thence south 16 degrees 22 minutes 48 seconds east 550.80 feet to the point of ending.

RECORDED RIGHT OF WAY NO. 31936

KNOW ALL MEN BY THESE PRESENTS That Suburban Land Co.
a registered in partnership whose address is 3201 Highland Rd., Pontiac, Mich. 4805.

Conveys and Warrants to Herbert Tozer
whose address is 517 Courville, Detroit, Mich. 48224

the following described premises situated in the Township of Brandon
County of Oakland and State of Michigan to-wit

See Legal Description attached.

Subject to the road commonly known as Carlson Dr., is a private road and
is not required to be maintained by the Board of County Road Commissioners.
The road is to be used in common with others.

The Purchaser shall place a culvert where their property adjoins the
private road. This shall be done prior to any building permit being issued
and shall be done to the satisfaction and approval of the Seller.

For the full consideration of Nine Thousand Nine Hundred Dollars & 00/100 (\$9,900.00)
subject to All applicable building and use restrictions and easements, if any,
affecting the premises and subject to such encumbrances as have accrued or
attached since December 1, 1973 through the acts or omissions of persons
other than the grantors herein, that being the date of a certain land
contract pursuant to which this deed is given.

Dated this 17th day of September 1975

Witness: J. E. Reed
Signed and Sealed: Suburban Land Co. A Michigan Co-Partnership

Elizabeth C. Kidd
C. R. Kelly

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on the 17th day of September 1975 by C. R. Kelly as being of Suburban Land Co.

My commission expires 11/7 1975
C. R. Kelly

TITLE INSURANCE ABSTRACTS - ESCROWS

TITLE INSURANCE ABSTRACTS - ESCROWS

175

6539 304

DESCRIPTION OF REAL ESTATE

Land in the Township of Brandon, Oakland County, Michigan described as follows:

Part of the northeast 1/4 of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan described as beginning at the intersection of the centerline of State Park Road and the east line of Section 7, located south 00 degrees 02 minutes 03 seconds east 98.77 feet from the northeast corner of Section 7, town 5 north, range 9 east; thence south 00 degrees 02 minutes 03 seconds east 728.09 feet along the south line of Section 7; thence west 146.61 feet; thence north 16 degrees 22 minutes 48 seconds 550.80 feet; thence north 58 degrees 05 minutes 06 seconds east 165.00 feet; thence north 13 degrees 53 minutes 08 seconds east 155.97 feet to the centerline of State Park Road; thence south 72 degrees 32 minutes 48 seconds east 130.00 feet along the centerline of State Park Road to the point of beginning. Containing 3.62 acres and excepting the rights of the public over the northeasterly 33.00 feet for State Park Road. Also including a 60.00 foot easement for ingress and egress, the centerline of which is described as beginning at a point on the centerline of State Park Road, located south 00 degrees 02 minutes 03 seconds east 98.77 feet and north 72 degrees 32 minutes 48 seconds west 130.00 feet from the northeast corner of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence from said point of beginning of centerline of 60.0 foot easement south 13 degrees 53 minutes 03 seconds west 155.97 feet; thence south 58 degrees 05 minutes 06 seconds west 165.00 feet; thence south 16 degrees 22 minutes 48 seconds east 550.80 feet to the point of ending.

RECORDED RIGHT OF WAY NO.

34936

KNOW ALL MEN BY THESE PRESENTS: That **SIBYLLE TOEER**,

whose address is **406 N. State Street, Ann Arbor, Michigan 48104**

Quit Claim(s) to **H. MICHAEL TOEER**,

whose address is **1100 State Park Road, Ortonville, Michigan 48462**

the following described premises situated in the Township of **Brandon**
County of **Oakland** and State of Michigan, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

03-07-226-006

RECORDED
10: 6 - 5 - JUN 28
CLERK OF COUNTY RECORDS

for the full consideration of One (\$1.00) Dollar. This deed is given pursuant to a certain Judgment of Divorce, dated the 5th day of Nov., 1981, Circuit Court Case #82-216421D0 and is exempt pursuant to M.S.A. 7.456(5)(i).
Signed this 24th day of October 1982

Witness:
Kirk D. Falvey
Kirk D. Falvey
Marsha Zoellner
Marsha Zoellner

Signed and Sealed:
Sibylle Toeer (S.S.)
SIBYLLE TOEER

(S.S.)
(S.S.)

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of October 1982
by SIBYLLE TOEER
My commission expires June 18, 1983

Marsha Zoellner
Marsha Zoellner
Notary Public
Oakland County, Michigan

Instrument Drafted by Kirk D. Falvey Business Address 74 W. Long Lake Road, Ste. 5
Blomfield Hills, MI 48013

Recording Fee 5.00 When recorded return to GRANTEE
State Transfer Tax 0.00 Send subsequent tax bills to _____
Tax Parcel # _____

34936

8268 REG 604

DESCRIPTION OF REAL ESTATE

Land in the Township of Brandon, Oakland County, Michigan described as follows:

(1) Part of the northeast 1/4 of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan, described as beginning at the intersection of the centerline of State Park Road and the east line of Section 7, located south 00 degrees 02 minutes 03 seconds east 98.77 feet from the northeast corner of Section 7, town 5 north, range 9 east; thence south 00 degrees 02 minutes 03 seconds east 728.09 feet along the south line of Section 7; thence west 146.61 feet; thence north 16 degrees 22 minutes 48 seconds 550.80 feet; thence north 58 degrees 05 minutes 06 seconds east 165.00 feet; thence north 13 degrees 53 minutes 08 seconds east 155.97 feet to the centerline of State Park Road; thence south 72 degrees 32 minutes 48 seconds east 130.00 feet along the centerline of State Park Road to the point of beginning. Containing 3.62 acres and excepting the rights of the public over the northeasterly 33.00 feet for State Park Road. Also including a 60.00 foot easement for ingress and egress, the centerline of which is described as beginning at a point on the centerline of State Park Road, located south 00 degrees 02 minutes 03 seconds east 98.77 feet and north 72 degrees 32 minutes 48 seconds west 130.00 feet from the northeast corner of Section 7, town 5 north, range 9 east, Brandon Township, Oakland County, Michigan; thence from said point of beginning of centerline of 60.0 foot easement south 13 degrees 53 minutes 03 seconds west 155.97 feet; thence south 58 degrees 05 minutes 06 seconds west 165.00 feet; thence south 16 degrees 22 minutes 48 seconds east 550.80 feet to the point of ending.

RECORDED RIGHT OF WAY NO. 34936

417 MS 798

83 57989

QUIT CLAIM DEED
STATUTORY FORM



Philip F. Greco
TITLE COMPANY

5/9
7

KNOW ALL MEN BY THESE PRESENTS, That
H. MICHAEL TOZER, a married man
the address of which is
1100 State Park Road, Ortonville, Michigan 48462
Quit Claim to
H. MICHAEL TOZER and SIBYLLE TOZER, his wife
whose street number and postoffice address is
1100 State Park Road, Ortonville, Michigan 48462
the following described premises situated in the Township of Brandon County of Oakland
and State of Michigan, to-wit:

①
#

Part of the NE 1/4 of Section 7, T5N, R9E, Brandon Twp., Oakland County, Michigan, described as beginning at the intersection of the centerline of State Park Rd. and the E line of Section 7, located S 00° 02' 03" E 98.77 ft. from the NE corner of Section 7, T5N, R9E, thc. S 00° 02' 03" E 728.09 ft. along the S line of Section 7, thc. W 146.61 ft; thc. N 16° 22' 48" E 550.80 ft; thc. N 58° 05' 06" E 165 ft; thc. N 13° 53' 08" E 155.97 ft. to the centerline of State Park Rd; thc. S 72° 32' 48" E 130 ft. along the centerline of State Park Rd. to the pt. of beginning. Containing 3.62 acres and excepting the rights of the public over the NE'ly 33 ft. for State Park Rd. Also including a 60 foot easement for ingress and egress, the centerline of which is des'd as beg. at a pt. on the centerline of State Park Road located S 00° 02' 03" E 98.77 ft. and N 72° 32' 48" W 130 ft. from the NE corner of Section 7, T5N, R9E, Brandon Twp., Oakland County, Michigan; thc. from said pt. of beg. of centerline of 60 foot easement S 13° 53' 03" W 155.97 ft; thc. S 58° 05' 06" W 165 ft; thc. S 16° 22' 48" E 550.80 ft. to the pt. of ending.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of No consideration. Exempt from taxation pursuant to MSA § 7.456(5) Section 5(1)

Dated this 7th day of July 19 83

Signed in the presence of:
Walter J. Czechowski
WALTER J. CZECHOWSKI
Marsha L. Wells
MARSHA L. WELLS

Signed by:
H. Michael Tozer
H. MICHAEL TOZER

RECORDED RIGHT OF WAY NO. 34936
RECORDING FEE \$1.00
83 JUL 12 13:51

STATE OF MICHIGAN }
County of MACOMB }

The foregoing instrument was acknowledged before me this 7th day of July

19 83 by H. MICHAEL TOZER, a married man

My Commission expires 8/11 19 85
Marsha L. Wells
MARSHA L. WELLS Notary Public,
County, Michigan

When Recorded Return To: GRANTEES	Send Subsequent Tax Bills To: GRANTEES	Drafted by: WALTER J. CZECHOWSKI LITCH, GORDON & CZECHOWSKI, PC Business Address: 26224 Van Dyke Avenue Center Line, MI 48015-1292
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Tax Parcel # 03-07-226-006 Recording Fee \$3.00 Revenue Stamp -0-

Heuco-08

5-T

OK

shall pay to Lender on the day monthly installments of principal and interest are payable under the Note until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage and ground rents on the Property if any plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds and verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 3 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges Lien. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning and other hazards included within the term "extended coverage," and such other hazards as Lender may require and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholder Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a leasehold, Borrower shall perform all of Borrower's obligations under the declaration of condominium, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangement or proceeding involving a bankruptcy or dividend, then Lender at Lender's option, upon notice to Borrower, may take such appropriate, discreet and such other and take such action as is necessary to protect Lender's interest, including, but not limited to, abandonment of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph shall constitute a lien in favor of Lender, and shall become a lien in favor of Lender.

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shall pay to Lender on the day monthly installments of principal and interest are payable under the Note into the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Mortgage; and ground rents on the Property if any plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance and Flood Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts for policy premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leasehold; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a leasehold, unit, Borrower shall perform all of Borrower's obligations under the declaration of restrictions, covenants, conditions and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements made under this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or dividend, then Lender at Lender's option, upon notice to Borrower, may cause such appearance, defense such suits and take such action as is necessary to protect Lender's interest, including, but not limited to, abandonment of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebted-

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amounts of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from

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the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale herein granted pursuant to applicable law, and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish and post the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Beneficial Appointment of Receiver; Lender in Possession. (Omitted)

21. Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage, without charge to Borrower, and shall pay the fee for recording the discharge.

In WITNESS WHEREOF, the Borrower has executed this Mortgage.

Witnesses:

Ronald N. Facer
RONALD N. FACER

Herbert Tozer
HERBERT TOZER

--Borrower

Betty Colfer
BETTY COLFER

--Borrower

1100 STATE PARK ROAD
ORTONVILLE, MICHIGAN 48862
Property Address

STATE OF MICHIGAN, OAKLAND

County as:

On this 1 day of DECEMBER, 1978, before me personally appeared HERBERT TOZER, A SINGLE MAN

to me known to be the same person(s) described in and who executed the within instrument, and acknowledged execution of the same as HIS free act and deed.

My commission expires: MAY 31, 1978

Ronald N. Facer
RONALD N. FACER
OAKLAND

--Notary Public
County, Mich.

This instrument was prepared by

RONALD N. FACER
761 W. HURON, PONTIAC, MICHIGAN 48053

RETURN TO:
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF OAKLAND
761 West Huron Street
Pontiac, Michigan 48057

RECORDED RIGHT OF WAY NO.

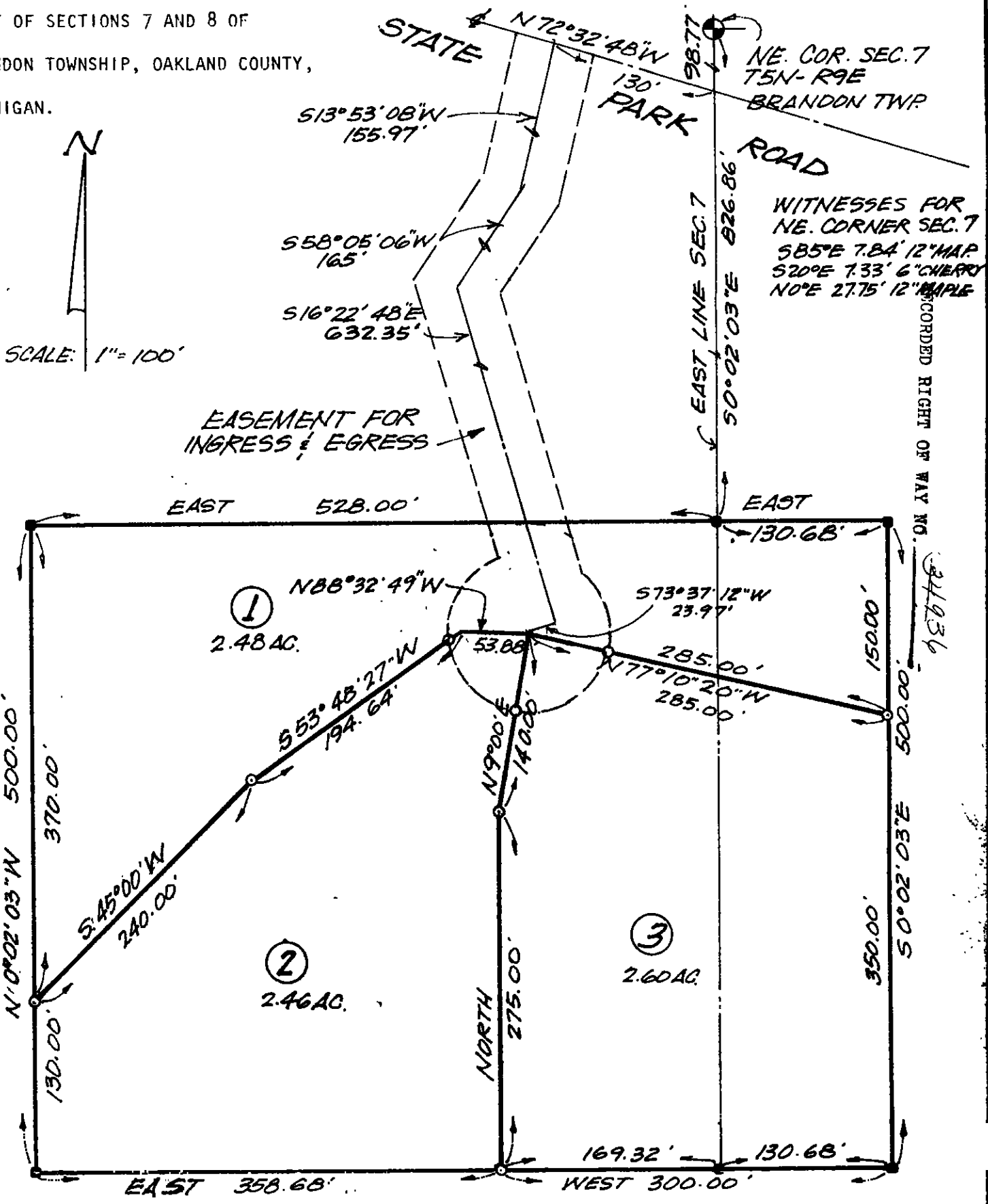
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CLIENTS: Mr. & Mrs. Richard Wagner
 1082 Willow Grove Ct.
 Rochester, Michigan 48063

STATE LAND SURVEYING CO.
 433 Mill Street
 ORTONVILLE, MICHIGAN 48462
 Phone 627-4100

CERTIFICATE OF SURVEY

PART OF SECTIONS 7 AND 8 OF
 BRANDON TOWNSHIP, OAKLAND COUNTY,
 MICHIGAN.



COUNTY- Oakland	TOWNSHIP- Brandon	SECTION- 7 & 8	CERTIFICATE OF SURVEY
IRON FOUND: <input checked="" type="checkbox"/> IRON SET: <input type="checkbox"/> FENCE: ———	I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND DESCRIBED AND DELINEATED HEREON AND THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000 AND THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF ACT NO. 132, P.A. 1970. <i>Sheldon R. Brown</i> SHELDON R. BROWN REGISTERED LAND SURVEYOR NO. 17613		
DATE: 8-20-82	DRW.: SRB	SHEET: 1	
SCALE: as noted	REV.:	NO.: 0782-3246	

CLIENT: Mr. & Mrs. Richard Wagner
 1082 Willow Ave Ct.
 Rochester, Michigan 48063

STATE LAND SURVEYING CO.
 433 Mill Street
 BRANTONVILLE, MICHIGAN 48462
 Phone 627-4100

CERTIFICATE OF SURVEY

PARCEL 1

Part of the Northeast 1/4 of Section 7 and part of the Northwest 1/4 of Section 8, T5N-R9E, Brandon Township, Oakland County, Michigan; described as: Beginning at a point that is South 00 degrees 02 minutes 03 seconds East, 826.86 feet along the East line of Section 7 from the Northeast corner of said Section; Thence East 130.68 feet; Thence South 00 degrees 02 minutes 03 seconds East, 150.00 feet; Thence North 77 degrees 10 minutes 20 seconds West, 285.00 feet; Thence North 88 degrees 32 minutes 49 seconds West, 53.88 feet; Thence South 53 degrees 48 minutes 27 seconds West, 194.64 feet; Thence South 45 degrees 00 minutes West, 240.00 feet; Thence North 00 degrees 02 minutes 03 seconds West, 370.00 feet; Thence East 528.00 feet to the point of beginning. Contains 2.48 acres more or less. Including and subject to a 60 foot easement for ingress and egress ending in a circular turn-around with a radius of 60 feet, the centerline of which is described as: Beginning at a point on the centerline of State Park Road, located South 00 degrees 02 minutes 03 seconds East, 98.77 feet and North 72 degrees 32 minutes 48 seconds West, 130 feet from the Northeast corner of Section 7; Thence South 13 degrees 53 minutes 08 seconds West, 155.97 feet; Thence South 58 degrees 05 minutes 06 seconds West, 165.00 feet; Thence South 16 degrees 22 minutes 48 seconds East, 632.35 feet; Thence South 73 degrees 37 minutes 12 seconds West, 23.97 feet to the point of ending, said point of ending being the radius point of a circular turn-around.

PARCEL 2

Part of the Northeast 1/4 of Section 7, T5N-R9E, Brandon Township, Oakland County, Michigan; described as: Beginning at a point that is South 00 degrees 02 minutes 03 seconds East, 826.86 feet along the East line of Section 7, and East 130.68 feet, and South 00 degrees 02 minutes 03 seconds East, 150.00 feet and North 77 degrees 10 minutes 20 seconds West, 285.00 feet from the Northeast corner of said Section 7; Thence North 88 degrees 32 minutes 49 seconds West, 53.88 feet; Thence South 53 degrees 48 minutes 27 seconds West, 194.64 feet; Thence South 45 degrees 00 minutes West, 240.00 feet; Thence South 00 degrees 02 minutes 03 seconds East, 130.00 feet; Thence East 358.68 feet; Thence North 275.00 feet; Thence North 09 degrees 00 minutes East, 140.00 feet to the point of beginning. Contains 2.46 acres more or less. Including and subject to a 60 foot easement for ingress and egress ending in a circular turn-around with a radius of 60 feet, the centerline of which is described as: Beginning at a point on the centerline of State Park Road, located South 00 degrees 02 minutes 03 seconds East, 98.77 feet and North 72 degrees 32 minutes 48 seconds West, 130 feet from the Northeast corner of Section 7; Thence South 13 degrees 53 minutes 08 seconds West, 155.97 feet; Thence South 58 degrees 05 minutes 06 seconds West, 165.00 feet; Thence South 16 degrees 22 minutes 48 seconds East, 632.35 feet; Thence South 73 degrees 37 minutes 12 seconds West, 23.97 feet to the point of ending, said point of ending being the radius point of a circular turn-around.

PARCEL 3

Part of the Northeast 1/4 of Section 7, and part of the Northwest 1/4 of Section 8, T5N-R9E, Brandon Township, Oakland County, Michigan; described as: Beginning at a point that is South 00 degrees 02 minutes 03 seconds East, 826.86 feet along the East line of Section 7 and East 130.68 feet and South 00 degrees 02 minutes 03 seconds East, 150.00 feet from the Northeast corner of said Section 7; Thence South 00 degrees 02 minutes 03 seconds East, 350.00 feet; Thence West 300.00 feet; Thence North 275.00 feet; Thence North 09 degrees 00 minutes East, 140.00 feet; Thence South 77 degrees 10 minutes 20 seconds East, 285.00 feet to the point of beginning. Contains 2.60 acres more or less. Including and subject to a 60 foot easement for ingress and egress ending in a circular turn-around with a radius of 60 feet, the centerline of which is described as: Beginning at a point on the centerline of State Park Road, located South 00 degrees 02 minutes 03 seconds East, 98.77 feet and North 72 degrees 32 minutes 48 seconds West, 130 feet from the Northeast corner of Section 7; Thence South 13 degrees 53 minutes 08 seconds West, 155.97 feet; Thence South 58 degrees 05 minutes 06 seconds West, 165.00 feet; Thence South 16 degrees 22 minutes 48 seconds East, 632.35 feet; Thence South 73 degrees 37 minutes 12 seconds West, 23.97 feet to the point of ending, said point of ending being the radius point of a circular turn-around.

RESERVED RIGHT OF WAY NO. 37936

COUNTY- Oakland

TOWNSHIP- Brandon

SECTION- 7 & 8

CERTIFICATE OF SURVEY

IRON FOUND:
 IRON SET:
 FENCE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND DESCRIBED AND DELINEATED HEREON AND THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF LESS THAN 1 IN AND THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF ACT NO. 132, P.A. 1970.

Sheldon R. Brown

SHELDON R. BROWN
 REGISTERED LAND SURVEYOR NO. 17613

DATE: 8-20-82

DRW.:

SHEET: 2

SCALE:

REV.: 9-24-82

NO.: 0782-3246

