

(13,13A)

CONSUMERS POWER COMPANY

312-D318-111

Martin T. Galbraith and wife, Sally J.
NAME OF GRANTOR
Warranty Deed 3/1/68 4/22/68 170 195

ACCOUNT NO. MAP. TRACT 10

RECORDED IN DEEDS
WARRANTY DEED
Recorded April 22, 1968
at 11:40 o'clock AM
Liber 70 of Deeds, Page 95-76

MICHIGAN STATE
Oscoda COUNTY
Elmer TOWNSHIP
34 & 33 T 27 N R 2 E
SECTION TOWN RANGE
7.62A PLAT OR AREA

This Indenture, made March 1, 1968
BETWEEN
MARTIN T. GALBRAITH and SALLY J. GALBRAITH, his wife,
of Mio, Michigan,
parties of the first part,
and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and
having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201,
party of the second part.
Witnesseth, That the said party of the first part, for and in consideration of the sum of Two thousand and no/100
Dollars (\$2,000.00) to him in hand paid by the said party of the second part, the receipt whereof
is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm
unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate
and being in the Township of Elmer, County of Oscoda and State of
Michigan, and described as follows, to-wit:
The West 250 feet of the SW 1/4 of the NW 1/4 of Section 34, T27N, R2E.
Also conveying to said party of the second part, its successors and
assigns, the right to cut, trim, remove, destroy or otherwise control
all trees and brush standing on the East 40 feet of the West 290 feet
of the SW 1/4 of the NW 1/4 of Section 34, T27N, R2E, and standing on
the East 40 feet of the SE 1/4 of the NE 1/4 of Section 33, T27N, R2E,
and also the right to re-enter upon said parcels of land, from time to
time, to keep said parcels of land clear of trees and brush.
Excepting and reserving to first parties, their heirs or assigns, the
easement and right to cross said parcel of land at such places and in
such a manner as is mutually satisfactory to both parties so long as
said crossing shall not interfere with the use of said land by second
party, its successors or assigns.
Also excepting and reserving to first parties herein, their heirs or
assigns, all oil, gas and other minerals (but not including sand, clay
or gravel) in and under said land, together with the right to remove the
same by wells or shafts placed on the adjoining land. No wells or
shafts are to be placed on the land herein conveyed.
In the event second party, its successors or assigns shall abandon the
use of said land for electric transmission line or other public utility
purposes after same has been first put to such use, first parties shall
have the option to repurchase said land from second party, its successors
or assigns, for a consideration of Two Thousand Dollars (\$2,000.00).
Said option to repurchase shall be exercised within six (6) months after
receipt of such notice of abandonment by second party herein to first
parties. In the event said option shall not be exercised within said
six (6) months' period, all rights to repurchase shall terminate and
second party shall be free to dispose of said land to other parties.



Formerly 1331-D145-10

18

002617

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
Dept. of Taxation APR 22 '68 02.20

Office of Treasurer of Oscoda County, Michigan
Mio, Michigan April 22, 1968
I hereby certify that there are no Tax liens or filing fees due to the
State or any individual against the within described land. All taxes
on same are paid for five years previous to the date of this
instrument, as appears by the records in this office.
LeVeta M. Gray, Dep.
County Treasurer

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCED

Line Map No.	<u>F-16944</u>	Sheet	<u>15</u>	of	<u>15</u>	Sheets
Plan & Profile No.	_____	Sheet	_____	of	_____	Sheets
Survey Map No.	_____	Sheet	_____	of	_____	Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To have and to hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Keith G. Acker
Keith G. Acker
Samuel B. Miller
Samuel B. Miller

Martin T. Galbraith
Martin T. Galbraith
Sally J. Galbraith
Sally J. Galbraith

STATE OF MICHIGAN,) ss.
County of USCOGA) On March 1, 1968
before me, a Notary Public of Otsego County, Michigan, acting in USCOGA
County, personally appeared Martin T. Galbraith and Sally J. Galbraith,

to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.
My commission expires December 12, 1971
Samuel B. Miller
Samuel B. Miller Notary Public,
Otsego County, Michigan.

STATE OF MICHIGAN,) ss.
County of) On 19
before me, a Notary Public of County, Michigan, acting in
County, personally appeared

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.
My commission expires 19
Notary Public,
County, Michigan.

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

MAPPED AND CHECKED

RETURN TO LAND & RIW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE WEST
JACKSON, MICHIGAN
WARRANTY DEED

REGISTER'S OFFICE.
COUNTY OF
This instrument was presented and received for record this day of
at o'clock, M., and
recorded in Liber of Deeds
on page as a proper certificate
was furnished in compliance with Section 3531,
Compiled Laws of 1929, as amended by Act 261,
P. A. of 1931

Register of Deeds

REC
RI
H
PH
TH
NP