

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 319-D318-65

John E. Lee, et al

Warranty Deed | NAME OF GRANTOR | 4/4/68 | 5/16/68 | 70 | 229 |

ACCOUNT NO. W.O. 8237

MAP 10

3 TITTABAWASSEE-LIVINGSTON 133
RECORDED IN DEEDS

Recorded May 16, 1968
at 9:46 o'clock AM
Liber 70 of Deeds, Page 229-230
B. Miller
Register of Deeds

WARRANTY DEED

This Indenture, made April 4, 1968
BETWEEN JOHN E. LEE and FERN LEE, his wife, of Helmer Lake Road, Fairview, Michigan;
and LAWRENCE SCHEIB and JOSEPHINE SCHEIB, his wife, of 2875 Knowlson Street, Keego Harbor, 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 Three Thousand Seven Hundred

and no/100 Dollars (\$3,700.00) 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:

A strip of land 365 feet in width across the N 1/2 of the S 3/4 of the NE 1/4 of the SW 1/4 of Section 17, T27N, R2E, described as follows: To find the place of beginning of this description, commence at the S 1/4 post of said section; run thence N 00° 24' 54" W along the North and South 1/4 line of said section 1827.8 feet to the South line of the N 1/2 of the S 3/4 of the NE 1/4 of the SW 1/4 of said section and the place of beginning of this description; thence continuing N 00° 24' 54" W along said North and South 1/4 line of said section 152.03 feet; thence N 42° 29' 35" W, 474.71 feet to the North line of the S 3/4 of the NE 1/4 of the SW 1/4 of said section; thence N 89° 21' 18" W along said North line of the S 3/4 of the NE 1/4 of the SW 1/4 of said section 500.2 feet; thence S 42° 29' 35" E, 683.53 feet to the South line of the N 1/2 of the S 3/4 of the NE 1/4 of the SW 1/4 of said section; thence S 89° 24' 52" E along said South line of the N 1/2 of the S 3/4 of the NE 1/4 of the SW 1/4 of said section 360.24 feet to the place of beginning.

Excepting and reserving to first parties, their heirs or assigns, the easement and right to construct and maintain one roadway at least 15 feet in width across the land herein conveyed, for the purpose of ingress to and egress from Muskrat Lake Road, said roadway to be located at such a place and in such manner that it shall not interfere with the normal operation and maintenance of second party's electric transmission line and supporting structures. It is the intention of the parties herein to except and reserve to first parties, their heirs or assigns, one roadway 15 feet in width across the land herein conveyed for the purpose of ingress to and egress from Muskrat Lake Road. Second party agrees that should it decide to utilize all of said above-described land, then it will lay out said roadway 15 feet in width and mark the same for first parties.

SEE TRACT 1337-D145-5 FOR MERGER WITH PRIOR EASEMENT.
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
Samuel B. Miller
Samuel B. Miller
Fern Gerber
Daniel E. Perrod
Samuel B. Miller
Samuel B. Miller

John E. Lee
John E. Lee
Fern Lee
Lawrence Scheib
Lawrence Scheib
Josephine Scheib
Josephine Scheib

STATE OF MICHIGAN,)
) ss.
County of Oscoda) On April 4, 1968
before me, a Notary Public of Oscoda County, Michigan, acting in Oscoda
County, personally appeared John E. Lee and Fern Lee

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,
Oscoda County, Michigan.

LIBER 70 PAGE 229

Armedly 1338-D1456

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes sub-headers: MICHIGAN STATE, Oscoda COUNTY, Elmer TOWNSHIP, 17 SECTION, T 27 N | R 2 E TOWN, MUNICIPALITY 6.48A, PLAT OR AREA.

MAPPED AND CHECKED

Given

GENERAL ENGINEERING MAP REFERENCES
Line Map No. F-16944 Sheet 15 of _____
Plan & Profile No. _____ Sheet _____ of _____
Survey Map No. _____ Sheet _____ of _____

Sheets
Sheets
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

3A

SEARCHED INDEXED SERIALIZED FILED

REGISTER'S OFFICE
This instrument was presented and received for record this day of A D 19 at o'clock M. and recorded in Liber of Deeds on page as a proper certificate was furnished in compliance with Section 3331, compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

WARRANTY DEED

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

M. DE BLISS

STATE OF MICHIGAN
COUNTY OF Oakland } SS

On this 16th day of April, 1968, before me, a Notary Public of Otsego County, Michigan, acting in Oakland County, personally appeared Lawrence Scheib and Josephine Scheib, to me known to be the same persons named in and who executed the foregoing instrument and who severally acknowledged the execution of the same to be their free act and deed.

Office of Treasurer of Otsego County, Michigan
Otsego, Michigan May 16, 1968

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in this office.

Samuel B. Miller
Notary Public, Otsego County, Michigan

My commission expires December 12, 1971

James Keith
County Treasurer

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

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
002686
Dept. of TAXATION 04.40
RR.10596

MAPPED AND CHECKED