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TITLE DATA

Stacey R. Fultz and wife, Miriam

Warranty Deed | 6-5-68 | 9-5-68 | 71 | 332 | #289

ACCOUNT NO. W.O. 8337

MAP 13

RECORDED IN DEEDS (

Recorded Sept. 5, 1968 at 1:33 o'clock P.M. Liber 71 of Deeds, Page 332

WARRANTY DEED TITTABAWASSEE - LIVINGSTON

This Indenture, made June 5, 1968 BETWEEN

STACEY R. FULTZ and MIRIAM FULTZ, his wife, of West Twin Lake, Leveston, Michigan, Michigan,

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 Greenwood, County of Oscoda and State of Michigan, and described as follows, to-wit:

A strip of land 365 feet wide across the S 1/2 of the SW 1/4 of Section 22, T28N, R1E, described as follows: To find the place of beginning of this description, commence at the Southwest corner of said section; run thence S 89° 47' 10" E along the South line of said section 965.68 feet to the place of beginning of this description; thence continuing S 89° 47' 10" E along said South line of said section 501.59 feet; thence N 43° 05' 35" W, 1499.03 feet; thence N 47° 58' 54" W, 337.11 feet to the South 1/8 line of said section; thence N 89° 45' 30" W along said South 1/8 line of said section 195.06 feet to the West line of said section; thence S 00° 06' 09" E along said West line of said section 316.89 feet; thence S 47° 58' 54" E, 254.47 feet; thence S 43° 05' 35" E, 1139.39 feet to the place of beginning.

SEE NEXT SHEET FOR EASEMENT PRIOR TO PURCHASE

Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said strip 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.

Excepting and reserving to first parties, their heirs or assigns, the right to use the existing logging road located near the Southeast corner of the above-described land so long as such use shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first parties, their heirs or assigns, the right to use the existing maintenance road or any future maintenance road constructed by second party on said premises so long as such use shall not interfere with the use of said land by second party, its successors or assigns.

It is understood and agreed that said second party will, at its sole cost and expense, erect suitable gates at either end of any road which second party may construct on said above-described land so as to provide said first parties, their heirs or assigns, with ingress and egress from the same.

SEE NOTE #1 FOR RELEASE OF R/W FOR ROADWAY

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX 04.40

Office of Treasurer of Oscoda County, Michigan. I hereby certify that there are no taxes or Title ... LeVette Moray County Treasurer

Formerly 1345-D145

MICHIGAN STATE | Oscoda COUNTY | Greenwood TOWNSHIP | 22 SECTION | 28N TOWN | 1E RANGE | 14-24A PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

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MAPPED AND CHECKED

OTHER DATA AND NOTES

NOTE #1

(By Sale No. 189.270-2;T70-283) Consumers Power Co. granted a release of r/w for roadway purposes across the ld on the caption of this tract as follows:

- |                          |                |     |
|--------------------------|----------------|-----|
| 1. Consumers Power Co.   | Release of R/W | X-3 |
| 10-23-70                 | Roadway        |     |
| 2. Stacey R. Fultz & wf. |                |     |

Forever, the esmt and r/w for roadway purposes on, over, alg and across that certain piece or pcl of ld situate in the Twp of Greenwood, Co of Oscoda and State of Mich, known and desc as follows, to wit:

The N 66' of the hereinafter desc strip of ld 365' wide across the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Sec 22, T28N, R1E; to find the pob of sd strip of ld 365' wide, comm at the SW cor of sd sec; run th S 89° 47' 10" E alg the S ln of sd sec 965.68' to the pob of sd strip of ld 365' wide; th cont S 89° 47' 10" E alg sd S ln of sd sec 501.59'; th N 43° 05' 35" W, 1499.03'; th N 47° 58' 54" W, 337.11' to the S 1/8 ln of sd sec; th N 89° 45' 30" W alg sd S 1/8 ln of sd sec 195.06' to the W ln of sd sec; th S 00° 06' 09" E alg sd W ln of sd sec 316.89'; th S 47° 58' 54" E, 254.47'; th S 43° 05' 35" E, 1139.39' to the pob.

This conveyance is made subj to the following express conditions, reservations and exceptions, to wit:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

GENERAL ENGINEERING MAP REFERENCES

Line Map No. <u>F-16994</u>	Sheet <u>1</u> of	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

157 1/2

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  
*Floyd V. Wagner*  
Floyd V. Wagner

*Stacey R. Fultz*  
Stacey R. Fultz  
*Miriam Fultz*  
Miriam Fultz

STATE OF MICHIGAN, ) ss.  
County of Montmorency ) On June 5 1968  
before me, a Notary Public of Otsego County, Michigan, acting in Montmorency  
County, personally appeared Stacey R. Fultz and Miriam Fultz

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

RETURN TO  
CONSUMERS POWER CO.  
212 MICHIGAN AVE WEST  
JACKSON, MICHIGAN

WARRANTY DEED

TO

REGISTER'S OFFICE.

COUNTY OF \_\_\_\_\_ ss.  
This instrument was presented and received for record this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ A. D. 19\_\_\_\_, \_\_\_\_\_ 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  
H-V  
H-V  
P-R  
T-I  
N.P.

MAPPED AND CHECKED