

13

TITLE DATA

CONSUMERS POWER COMPANY

Herbert L. Smith and wife, Norma Jean

TRACT 365-D318-3*

Warranty Deed 4/11/68 5/17/68 1121 1631

ACCOUNT NO. W.O. 8337

MAP 7-63

13

TITTABAWASSEE-LIVINGSTON

RECORDED IN DEEDS

LIBER 121 PAGE 631

Recorded MAY 17 1968 at 9:20 o'clock AM Liber 121 of Deeds Page 631-2

WARRANTY DEED

This Indenture, made April 11 1968 BETWEEN

HERBERT L. SMITH, Jr. and NORMA JEAN SMITH, his wife, of Route 2, Gaylord, 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 Six Hundred and no/100 Dollars

Dollars (\$3,600.00) 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 Bagley, County of Otsego, and State of Michigan, and described as follows, to-wit:

A parcel of land in Lot 52 of Summers and Holmes Subdivision, being a subdivision in the SW 1/4 of Section 16, T30N, R3W, according to the recorded plat thereof, described as follows: Commence at the Northwest corner of said Lot 52 as the place of beginning of this description; run thence S 81° 43' 50" E along the North line of said Lot 99.89 feet to the Northeast corner of said Lot; thence S 03° 09' 10" W along the East line of said Lot 87.87 feet; thence N 81° 43' 50" W parallel with and 285 feet distant S'ly of, as measured perpendicular to the East and West 1/4 line of said section 99.89 feet to the West line of said Lot; thence N 03° 09' 10" E along the West line of said Lot 87.87 feet to the place of beginning.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove or destroy all trees in excess of 40 feet in height now standing or hereafter growing on that portion of a strip of land 40 feet in width which lies within Lot 52 of Summers and Holmes Subdivision, being a subdivision in the SW 1/4 of Section 16, T30N, R3W, according to the recorded plat thereof, along, adjoining, adjacent and measured at right angles to the S'ly line of the premises above described, and also the right to re-enter upon said strip of land, from time to time, to keep said strip of land clear of trees in excess of 40 feet in height.

It is understood and agreed that if second party, its successors and assigns, shall erect a structure on the above-described land, second party shall at its sole cost and expense enclose the same by a fence.

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, their heirs or assigns, shall have the option to repurchase said land from second party, its successors or assigns, for a consideration of Three Thousand Six Hundred Dollars (\$3,600.00). Said option to repurchase shall be exercised within six (6) months after receipt of such notice of abandonment by second party herein to first party. In the event said option shall not be exercised within said six (6) month period, all rights to repurchase shall terminate and second party shall be free to dispose of said land to other parties.

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE May 17 1968 I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection. COUNTY TREASURER

MICHIGAN STATE Otsego COUNTY Bagley TOWNSHIP MUNICIPALITY SECTION TOWN RANGE 0.20A SUMMERS AND HOLMES SUBDIVISION PLAT OR AREA

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

Summers 1384-D145-3A

18

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES
Line Map No. F-16744 Sheet 20 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 _____

ACCOUNT NO. _____

MAP _____

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

23A

LIBER 121 PAGE 632

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

John D. Lippert
John D. Lippert
Samuel B. Miller
Samuel B. Miller

Herbert L. Smith, Jr.
Herbert L. Smith, Jr.
Norma Jean Smith
Norma Jean Smith



STATE OF MICHIGAN,) ss.
County of Otsego) On April 11, 1968
before me, a Notary Public of Otsego County, Michigan, acting in Otsego
County, personally appeared Herbert L. Smith, Jr. and Norma Jean Smith,

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. HOOD, CONSUMERS POWER CO.,
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

RETURN TO LAND & R/W DEPT.
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 _____ 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 1531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Register of Deeds