



**Real Estate Right of Way and Claims**

Date: October 26, 2012

To: Elaine Clifford  
Records Center

From: Barbara Mention *fm*  
Real Estate

Subject: Easement-Section 29, Livingston Township, Otsego County, Michigan  
Livingston-Vanderbilt Capital Project – B0002867

Attached are papers related to the acquisition of a Transmission Line Easement, dated August 16, 2012 to Michigan Electric Transmission Company, LLC (METC) from Velma Gapinski, whose address is 1940 Morgan Road, Gaylord, Michigan 49735

The Livingston-Vanderbilt transmission line was upgraded from a 138kV circuit to a future 230kV transmission line. Additional rights were acquired to support the upgrade. The additional easement area is shown shaded in gray on attached survey drawing.

The easement consideration fee was \$2,000.00, paid by a check issued by Land Matters, LLC.

The easement was negotiated by Deborah S. Poeder, Land Matters, LLC.

Please incorporate these papers into the appropriate METC database file.

/bm  
Attachments

*Xref 155-085-1*

Cc: M. Ely  
J. Kehoe  
S. Sczytko  
J. Smith

*FILE*  
*2012*

88 x

WARRANTY DEED--Short Form--To Husband and Wife.  
As Transfers by the Minors--3089

56

UNREGISTERED DEED NO. 464000 4001

Received for Record, the 13th day of September, A. D. 1950  
at 10:30 o'clock A.M.

Harry A. Jensen and  
Violet G. Jensen  
TO

Sheldon F. H. ... Register.

Blase Gapiński and Velma  
Gapiński, husband and wife

This Indenture, Made this 6th day of June  
in the year of our Lord one thousand nine hundred and fifty

BETWEEN

Harry A. Jensen and Violet G. Jensen,  
of Gaylord, Michigan  
Blase Gapiński and Velma Gapiński,  
of Gaylord, Michigan

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of  
Four Hundred and No/100 (\$400.00)  
Dollars,  
to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant,  
bargain, sell, remise, release, Lites and confirm unto the parties of the second part, and their assigns, and the survivor of them, his or her heirs or assigns,  
FOREVER, ALL that certain piece or parcel of land situate and being in the Township  
of Livingston, County of Otsego, and State of Michigan, known and described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-nine (29),  
Township Thirty-one (31) North, Range Three (3) West.

DOCUMENTARY STAMPS  
\$.55 cancelled

COUNTY OF OTSEGO, Michigan  
Treasurer's Office  
I hereby certify that these are no tax liens or taxes held by the State  
on Tax liens or taxes held or recorded on the land herein described in the within jurisdiction  
or otherwise which by law are required to be returned to this office have been fully paid  
prior to the date of this instrument as shown by the records of this office.  
This certificate does not apply to the taxes if any now in process  
collection by Township or City or Village collecting officers.  
Sept 13 1950  
Harold Lange County Treasurer

Together with all and Singular, the hereditaments and appurtenances thereto belonging; or in anywise appertaining; To Have and to Hold,  
the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to their assigns, and the survivor of them, his or  
her heirs or assigns, FOREVER. And the said Harry A. Jensen and Violet G. Jensen, parties of the first part,  
for themselves and for their heirs, executors and  
administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their assigns and the survivor of them, his or her  
heirs or assigns, that at the time of the executing and delivery of these presents they are  
well seized of the above granted premises in Fee Simple; that they are free from all encumbrances whatever;  
and that they will, and their heirs, executors and administrators, shall Warrant and Defend the same  
against all lawful claims whatsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.  
Sealed and Delivered in Presence of

Boyd C. Baird  
Boyd C. Baird  
Elmer G. Smith  
Elmer G. Smith

Harry A. Jensen  
Harry A. Jensen  
Violet G. Jensen  
Violet G. Jensen

STATE OF MICHIGAN,  
COUNTY OF OTSEGO  
in and for said County, personally appeared  
On this 6th day of June, 1950, in the year  
one thousand nine hundred and fifty, before me,  
Harry A. Jensen and Violet G. Jensen  
Notary Public

in and was executed the within instrument who each acknowledged the same to be their free act and deed.

My commission expires December 14, 1953.  
Boyd C. Baird  
Boyd C. Baird  
Notary Public, Otsego County, Michigan.

LF 98-333

CF



STATE OF MICHIGAN DEPARTMENT OF COMMUNITY HEALTH CERTIFICATE OF DEATH

LIBER 0700 PAGE 815

STATE FILE NUMBER

1345021

TYPE PRINT IN PERMANENT BLACK INK

NAME OF DECEDENT FOR USE BY PHYSICIAN OR INSTITUTION

1 DECEDENT'S NAME (First, Middle, Last) <b>BLASE B. GAFINSKI</b>		2 SEX <b>Male</b>	3 DATE OF BIRTH (Month, Day, Year) <b>October 26, 1998</b>
4a AGE - 15th Birthday (Years)	4b UNDER 1 YEAR (Months, Days)	4c UNDER 1 DAY (Hours, Minutes)	5 DATE OF DEATH (Month, Day, Year) <b>September 9, 1992</b>
7a LOCATION OF DEATH (Enter place actually pronounced dead on 7a, 7b, 7c) <b>Northern Michigan Hospital</b>		7b HOSPITAL OR OTHER INSTITUTION - Name (If not in prior, give street and number) <b>Inpatient</b>	7c CITY, VILLAGE, OR TOWNSHIP OF DEATH <b>City of Petoskey</b>
8 SOCIAL SECURITY NUMBER	9a USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired)	9b KIND OF BUSINESS OF INDUSTRY	
10a CURRENT RESIDENCE - STATE <b>Michigan</b>		10b COUNTY <b>Otsego</b>	10c LOCALITY (Check one box and specify) <input type="checkbox"/> Outside City or Village of <input checked="" type="checkbox"/> TWP of <b>Livingston</b>
10d STREET AND NUMBER <b>1940 Morgan Road</b>		11a DEEDICENT'S LAST U.S. ARMY REGISTRATION (Specify last or first)	
11a AP CODE <b>49735</b>	11b BIRTHPLACE (City and State or Foreign Country) <b>Gaylord, MI</b>	11c MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify)	11d SURVIVING SPOUSE (If wife, give name before last married)
12 ANCESTRY - Mention Russian, Italian, Cuban, Central or South American, Chinese, other Hispanic, Map-Anglo-American, Arab, English, French, Finnish, etc. (Specify proper)		13 DECEDENT'S EDUCATION (Specify only highest grade completed)	
<b>Polish</b>		<b>12</b>	
18 FATHER'S NAME (First, Middle, Last) <b>Martin Gafinski</b>		19 MOTHER'S NAME (First, Middle, Surname before last married) <b>Mary Switalski</b>	
20a DECEASED'S MARRIAGE (Type, Year) <b>VELMA L. GAFINSKI</b>		20b MARITAL ADDRESS (Street and Number or Rural Route Number, City or Village, State, ZIP Code) <b>1940 Morgan Road Gaylord, MI 49735</b>	
21 METHOD OF DISPOSITION - Burial, Cremation, Reinterment, Other (Specify)		22a PLACE OF DISPOSITION (Name of Cemetery, Crematory, or other place) <b>Fairview Cemetery</b>	
22b SIGNATURE OF FUNERAL SERVICE LICENSEE <i>John J. Maloney</i>		22c LICENSE NUMBER (of Licensee) <b>5616</b>	22d NAME AND ADDRESS OF FACILITY <b>NELSON FUNERAL HOME 135 N. Center, Gaylord, MI 49735</b>
26 PART I (Enter the diagnosis, operation, or combination that caused the death. Do NOT enter the mode of death, such as laceration or respiratory arrest, shock, or heart failure, unless they are cause on each line)			
IMMEDIATE CAUSE (Final cause of condition resulting in death)		Approximate Interval Between Death and Death	
<b>Aortic stenosis</b>		<b>years</b>	
DUE TO (OR AS A CONSEQUENCE OF)			
<b>Coronary artery disease</b>		<b>years</b>	
DUE TO (OR AS A CONSEQUENCE OF)			
<b>Intermittent Lung Disease</b>		<b>years</b>	
DUE TO (OR AS A CONSEQUENCE OF)			
PART II Other significant conditions contributing to death but not resulting in the underlying cause given in Part I			
27a WAS AN AUTOPSY PERFORMED (Yes or No) <b>NO</b>		27b WERE AUTOPSY FINDINGS COMPLETED PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No)	
28 ACTUAL PLACE OF DEATH (Home, Nursing Home, Hospital) (Specify)		29 WERE CASE REFERRED TO MEDICAL EXAMINER? (Specify Yes or No)	
<b>1940 Morgan Road</b>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
30a To the best of the informant, when occurred at the place, date and time and due to the cause(s) stated		31 (Check one box only) <input type="checkbox"/> On the basis of examination and investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated	
30b DATE SIGNED AND, DAY, MONTH, YEAR <b>10-20-98</b>		30c TIME OF DEATH <b>12:10 PM</b>	
30d NAME OF ATTENDING PHYSICIAN OR OTHER TRAINED PERSON (Type or Print) <i>Patrick Maloney</i>		31a RECORDED IN THE REGISTER OF DEATHS <b>RECEIVED FOR RECORD</b>	
31 NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Type or Print) <b>Patrick Maloney MD., Burns Clinic, Petoskey, MI 49770</b>		32 INCLINE NUMBER <b>EVELYN M. PRATT 049513</b>	
33a AGE SINCE BORN, NATURAL OR PENDING UNCLE? (Specify)	33b DATE OF INJURY (MO, DAY, Y)	33c TIME OF INJURY	34a DISCIPLINE OR PROFESSION OF DECEASED
35a INJURY AND WORK (Specify type of work)	35b PLACE OF INJURY - If home, farm, school, business, office building, etc. (Specify)	35c LOCATION - Street or RFD No, City, Village or Town, State	
36 REGISTRAR'S SIGNATURE <i>Laurie K. Schaefer, Deputy Clerk</i>		37a DATE FILED (Month, Day, Year) <b>October 29, 1998</b>	

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD ON FILE IN THE OFFICE OF THE COUNTY CLERK, EMMET COUNTY, MICHIGAN.  
IRENE D. GRANGER, EMMET COUNTY CLERK

*C. Clark*

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Policy or Policies issued pursuant to this commitment are underwritten by:

**First American Title Insurance Company**

**SCHEDULE A**

Commitment No.: 591294  
2207 David Klein

Date Printed: July 26, 2012

1. Effective Date: July 12, 2012 @ 8:00 AM

2. Policy or Policies to be issued:  
(a) ALTA Owners Policy (6-17-06)

Policy Amount  
\$1,000.00

Proposed Insured:  
Prospective Purchaser

Policy or Policies to be issued:  
(b) ALTA Loan Policy (6-17-06)

Policy Amount

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Velma Gapinski survivor of herself and her deceased husband Blase Gapinski whose Death Certificate is recorded  
in Liber 700, page 815
4. The land referred to in this Commitment, situated in the County of Otsego, Township of Livingston, State of  
Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Vacant Land Gaylord MI 49735



Issued By: First American Title Insurance Company  
For questions regarding this commitment contact;  
(616)667-9084 or fax to (866)865-5341  
4175 Parkway Place SW, Suite 108  
Grandville, MI 49418

## Schedule B – Section I REQUIREMENTS

Commitment No.: 591294

### *General Requirements*

The following requirements must be met:

- a. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- b. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- c. Pay us the premiums, fees and charges for the policy.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- e. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### *Specific Requirements*

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.

## Schedule B – Section II EXCEPTIONS

Commitment No.: 591294

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### *Part Two: Specific Exceptions*

1. Release of Right of Way in favor of Board of County Road Commissioners of the County of Otsego and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber H, page 46.
2. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
3. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
4. Rights of tenants, if any, under any unrecorded leases.
5. Lien for outstanding water or sewer charges, if any.
6. All Taxes paid to and including 2011  
2011 Winter Taxes PAID in the amount of \$115.01  
2012 Summer Taxes PAID in the amount of \$165.05  
Tax Item No. 69-080-029-400-005-00

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.



**EXHIBIT A  
LEGAL DESCRIPTION**

File No.: 591294

The land referred to in this Commitment, situated in the County of Otsego, Township of Livingston, State of Michigan, is described as follows:

The Northeast 1/4 of the Southeast 1/4 of Section 29, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan.

Tax Item No. 69-080-029-400-005-00

**Commitment for Title Insurance  
FIRST AMERICAN TITLE INSURANCE COMPANY.**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**First American Title Insurance Company**



**Dennis J. Gilmore  
President**



**Timothy Kemp  
Secretary**



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alti.org/>.

Issued by: **First American Title Insurance Company**  
4175 Parkway Place SW, Suite 108  
Grandville, Michigan 49418  
Ph: (616)667-9084 or Fax to: (866)865-5341





## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

CITY OF DAYLORD

This instrument was this 15th day of April A.D. 1937, before me, Harry E. Butler, a Justice of the Peace of the City of Daylord, Michigan, parties of the first part, and Harry E. Butler, Susan E. Butler, wife of Harry E. Butler, parties of the second part, personally appeared Harry E. Butler and Susan E. Butler, his wife, and they acknowledged to me the foregoing instrument and authorized the same to be their free act and deed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, this 15th day of April, 1937.  
Signed, sealed and delivered in the presence of:  
John A. Frader, Notary Public  
Harry E. Butler (H.E.B.)  
Susan E. Butler (S.E.B.)

STATE OF MICHIGAN

COUNTY OF OTSEGO  
On this 15th day of April A.D. 1937, before me, Harry E. Butler, a Justice of the Peace of the County of Otsego, Michigan, personally appeared Harry E. Butler and Susan E. Butler, his wife, and they acknowledged to me the foregoing instrument and authorized the same to be their free act and deed.

H-416

OTSEGO COUNTY  
I, Harry E. Butler, Justice of the Peace of the County of Otsego, Michigan, do hereby certify that the foregoing instrument was duly acknowledged to me by the parties of the first part, and that the same is a true and correct copy of the original instrument as recorded in my office on this 15th day of April, 1937.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of April, 1937.  
Harry E. Butler, Justice of the Peace  
John A. Frader, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of April, 1937.  
In presence of:  
John A. Frader, Notary Public

STATE OF MICHIGAN

COUNTY OF OTSEGO  
I, Harry E. Butler, Justice of the Peace of the County of Otsego, Michigan, do hereby certify that the foregoing instrument was duly acknowledged to me by the parties of the first part, and that the same is a true and correct copy of the original instrument as recorded in my office on this 15th day of April, 1937.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of April, 1937.  
Harry E. Butler, Justice of the Peace  
John A. Frader, Notary Public