STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

Ogemaw
12/08/1999
5383

$17.60-S
$120.00-S
#100008324

3006457
Page: 1 of 2
12/08/1999 01:55P

Wanda Muzik, Ogemaw Co. Register DWD 11.00

WARRANTY DEED

The Grantors, **WILLIAM C. GREENE and MARY JO GREENE, husband and wife,** whose address is 3626 Francois. West Branch, Michigan 48661,

convey and warrant to **GARY C. TEDFORD and SHARON C. TEDFORD, husband and wife,** whose address is 2100 Maes Road, West Branch, Michigan 48661,
whose address is

The following described premises situated in the **Township** of **West Branch, County** of **Ogemaw,** and **State** of **Michigan:**

All that part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 22 North, Range 2 East, lying Easterly of a line described as: Beginning S 88°58'35"E along the North section line 1021.03 feet from the North one-quarter corner of said Section 17; thence S 01°41'43"W parallel to the North-South one-quarter line 1357.70 feet to the existing fence line and point of ending. Subject to easements of record.

214-017-001-10 JV

It is understood and agreed between the parties hereto that seller, their heirs and assigns, shall retain exclusive hunting rights on subject lands for a term of fifty years from date of the land contract being 10/17/95

Also, reserving unto seller, their heirs and assigns, all oil, gas and other minerals and all rights incidental thereto.

It is further understood and agreed between the parties hereto that no above ground structures of any type shall be constructed or moved upon subject lands for a period of fifty years from date of the land contract being 10/17/95 unless mutually agreed upon by the parties hereto, their heirs or assigns. This restriction is not intended to prevent the use of said land for golf course purposes.

ML P GH

Wanda Muzik,Ogemaw Co. Register DWD 11.00
3006457
Page: 2 of 2
12/08/1999 01:55P

THIS DEED given pursuant to a Land Contract dated the 17th day of October, 1995, between William C. Green and Mary Jo Greene, husband and wife, as Sellers, and Gary C. Tedford and Sharon C. Tedford, husband and wife, as Purchasers; excepting acts or omissions of parties other than Sellers, taxes, assessments, liens or encumbrances from the 17th day of October, 1995, the date of the Land Contract above mentioned

Common Address: Vacant Property
Tax Parcel No.:

for the sum of Fifteen Thousand Five Hundred Ten ($15,510.00) Dollars

Dated this 2nd day of December, 1999.
(Description taken from Land Contract recorded at Liber 432, page 957-959.)

Signed in presence of:

Denise M. Simmons

Deanna M. Brown

WILLIAM C. GREENE

MARY JO GREENE

DETERMINATION OF TAXES IS PENDING
POSSIBLE OF A HOMESTEAD DENIAL OR
UNCAPPING BY THE MICHIGAN DEPT.
OF TREASURY AND/OR THE LOCAL UNIT.

STATE OF MICHIGAN)
ss.
COUNTY OF OGEMAW)

On December 2, 1999, before me a Notary Public, in and for said County, personally appeared **William C. Greene and Mary Jo Greene, husband and wife,** to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

I hereby certify that for the five years preceding date of said instrument there are no tax liens of title held by the State for any unpaid taxes, except such as may be in the process of collecting.

12/6 19 99 M H Robinson / CP
West Branch, Mich. Ogemaw County Treasurer

DEANNA M. BROWN, Notary Public
Ogemaw County, Michigan
My Commission Expires: 08/08/2000

Drafted by:
Edward H. Crawford (P12327)
Attorney at Law
116 South Third
West Branch, MI 48661

res\greene.wd

WARRANTY DEED—881 (State Bar of Michigan Form)

LIBER 434 PAGE 623

STATE OF MICHIGAN
OGEMAW COUNTY
RECORDED
Liber 434-Page 623
23 FEB 96 3:51 P.M.

WANDA MUZIK
REGISTER OF DEEDS

The Grantor(s) Donald N. Walker and Audrey A. Walker, husband and wife,

5659 W. M-76, West Branch, MI 48661, whose address is

convey(s) and warrant(s) to Gary C. Tedford and Sharon C. Tedford, husband and wife,

whose address is 2100 Maes Road, West Branch, MI 48661,

the following described premises situated in the Township of West Branch, County of Ogemaw, and State of Michigan:

The Northeast ¼ of the Northeast ¼ of Section 17, Town 22 North, Range 2 East; EXCEPT an undivided 3/4 interest in all oil, gas and other minerals and rights incidental thereto; and RESERVING UNTO the grantors hereto a life estate in an undivided 1/4 interest in all oil, gas and other minerals and rights incidental thereto; FURTHER SUBJECT TO existing oil and gas leases and assignments thereof; and easements and reservations, if any, of record;

for the sum of Forty Thousand ($40,000.00) dollars.

X EXEMPT FROM MICHIGAN TRANSFER TAX UNDER M.C.L. 207.526 (r)

subject to easements and building and use restrictions of record and further subject to

This deed is given in fulfillment of a certain land contract between the parties hereto dated Nov. 26, 1991, and is subject to encumbrances such as may have accrued by or through the acts or negligence of parties other than Grantors hereto subsequent to said date.

Dated this 25th day of October, 1995.

Signed in presence of:

Phyllis A. Ketzler

James Richardson

Signed by:

Donald N. Walker

Audrey A. Walker

STATE OF MICHIGAN } SS.
COUNTY OF OGEMAW

The foregoing instrument was acknowledged before me this 25th day of October, 19 95, by Donald N. Walker and Audrey A. Walker, husband and wife.

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
OGEMAW
23 FEB 96
636
$ 44.00-CO
$ 0.00-ST
#100002932

James A. Richardson
Notary Public, Ogemaw County, Michigan
My commission expires: 2/26/96

County Treasurer's Certificate

I hereby certify that for the five years preceding date of said instrument there are no tax liens of title held by the State for any unpaid taxes, except such as may be in the process of collecting.

Feb 23 1996 Margaret H. Kolenovsky
West Branch, Mich. Ogemaw County Treasurer

City Treasurer's Certificate

CERTIFICATION OF TAXES IS PENDING NOTICE OF A HOMESTEAD TAX DENIAL BY THE STATE OF MICHIGAN, DEPT. OF TREASURY.

When Recorded Return To

(Name)

(Street Address)

(City and State)

Send Subsequent Tax Bills To.

Drafted By
Don Walker
Business Address
5659 W. M-76
West Branch, MI 4866

Tax Parcel 45-614-017-002-00 Recording Fee _____ Transfer Tax _____

* TYPE OR PRINT NAMES UNDER SIGNATURES.

47-060-0123

FIRST AMERICAN TITLE INSURANCE COMPANY

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING FIRST AMERICAN TITLE INSURANCE COMPANY

Recd Ogemaw Cnty 05/11/16AM11:42

Doc # 3134525
05/11/2016 12:05:48 PM Page: 1 of 1
NOTR Fee:$ 14.00
Denise Simmons, Ogemaw Co. Register

NOTICE OF INTENTION TO RETAIN MINERAL RIGHTS

NOTICE IS HEREBY GIVEN, under the provision of Act 42 of the Public Acts of 1963 of the State of Michigan, that the undersigned William C. Greene and Mary Jo Greene, husband and wife, of 3630 Francois, West Branch, MI 48661, claim to be the owners of the oil/gas/mineral interests herein described, and as such owners desire to preserve such interest and do not intend to abandon same.

Such interests are described as follows:

Interest in the real property situated in West Branch Township, Ogemaw County Michigan: All of that part of the Northwest 1/4 of the Northeast 1/4 of Section 17,. Town 22 North, Range 2 East, lying Easterly of a line described as: beginning S 88°58'35" E along the North section line 1021.03 feet from the North 1/4 corner of said Section 17; thence S 01°41'43" W parallel to the North-South one quarter line 1357.70 feet to the existing fence line and pont of ending.

Dated this 6th day of May, 2016
(Description taken from land contract recorded at Liber 432, Page 957 Ogemaw Co. Records)

Signed by:

William C. Greene

Mary Jo Greene

STATE OF MICHIGAN)
COUNTY OF OGEMAW) ss.

On May 6th, 2016, before me a Notary Public, in and for said County, personally appeared, William C. Greene and Mary Jo Greene, husband and wife to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

Kelly K. Rau, Notary Public
Ogemaw County, Michigan
My commission expires: 12/24/17
Acting in Ogemaw County

Return to & Send Tax Bills to:	Drafted by:	Recording Fee	$
GRANTEE	Christine R. Juarez	State Transfer Fee	$
	Attorney at Law	County Transfer Fee	$
	132 South 8th St.		
	West Branch, MI 48661		
	(989) 345-0601		

Form 314 7-70

LIBER 222 PAGE 489

Parcel #5

File #140.1

EASEMENT

Harry H. Rosenthal and Sadie A. Rosenthal, his wife, 2195 Maes Road, West Branch, Michigan Grantor, in consideration of One and no/100 Dollars ($1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of West Branch, County of Ogemaw, and State of Michigan, to-wit:

The North ½ of the Northeast ¼ of Section 17, Township 22 North, Range 2 East.

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

In a Northerly and Southerly direction not more than 10 feet East or West of the East 1/8 line of Section 17, Township 22 North, Range 2 East.

RECEIVED MAR 20 1972 AT 9:00 A.M.
LIBER 222 of Deeds PAGE 489-90

Stella M. Crum
Register of Deeds — Ogemaw County

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 100 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 70 feet in height on the land of the Grantor described in this easement within 105 feet on either side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument ~~xxxx

LIBER 235 PAGE 120 RECEIVED FEB 13 1974 AT 2:30 P.M.
LIBER 235 of Deeds PAGE 120-22 incl.

QUIT CLAIM DEED

STATUTORY FORM FOR CORPORATION

Stella M. Crum
Register of Deeds — Ogemaw County

KNOW ALL MEN BY THESE PRESENTS: That Leonard Refineries, Inc. ("Leonard"), a Michigan corporation
the address of which is* East Superior Street, Alma, Michigan

Quit ClaimS to James P. Dunnigan, A. E. Crawford, Charles G. Miller and Lawrence I. Levi, a Co-Partnership d/b/a Ogar Pipe Line Company
whose street number and postoffice address is West Branch, Michigan,

~~[illegible]~~ pipe line extending from Leonard's gathering terminus in the vicinity of Rose City, Ogemaw County, Michigan, to the storage facilities of Producer's Refining, Inc. in the vicinity of West Branch, Ogemaw County, Michigan, said pipe line being referred to as the "Rose City Line" and being more fully described in Exhibit "A" and being shown on Exhibit "B" said exhibits being attached hereto and by this reference made a part hereof,

[redacted]

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
for the sum of One ($1.00) and other good and valuable considerations.

Dated this 6th day of May 1969

Signed in the presence of:

Signed by:

Leonard Refineries, Inc.

Harold B. Goosman

By Stephen D. Saboff
Stephen D. Saboff

O. L. Hoxie

Its Executive Vice President

and Don Godfrey
Don Godfrey

Its Assistant Secretary

STATE OF MICHIGAN
COUNTY OF Gratiot } ss.

On this 6th day of May 1969 before me, a Notary Public in and for said County, personally appeared Stephen D. Saboff and Don Godfrey to me personally known, who, being by me duly sworn, did[1] each for himself say that[2] they are respectively the Executive Vice President and Assistant Secretary of Leonard Refineries, Inc. the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Stephen D. Saboff and Don Godfrey acknowledged said instrument to be the free act and deed of said corporation.

John C. Horning
Notary Public, Isabella County, Michigan
acting in Gratiot County, Michigan

My Commission expires January 22, 1971

NOTE—If more than one officer acknowledges insert at 1 "each for himself" and at 2 "they are respectively."

When recorded return to: Recording Fee ____ Drafted by:* Bethel B. Kelley
Rev. Stamps ____ Business address: 2700 Penobscot Bldg.
Detroit, Michigan 48226

*See note re P.A. 1963, No.150, on reverse side.

Affidavit to cover Michigan transfer tax accompanies deed

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1886

EXHIBIT A

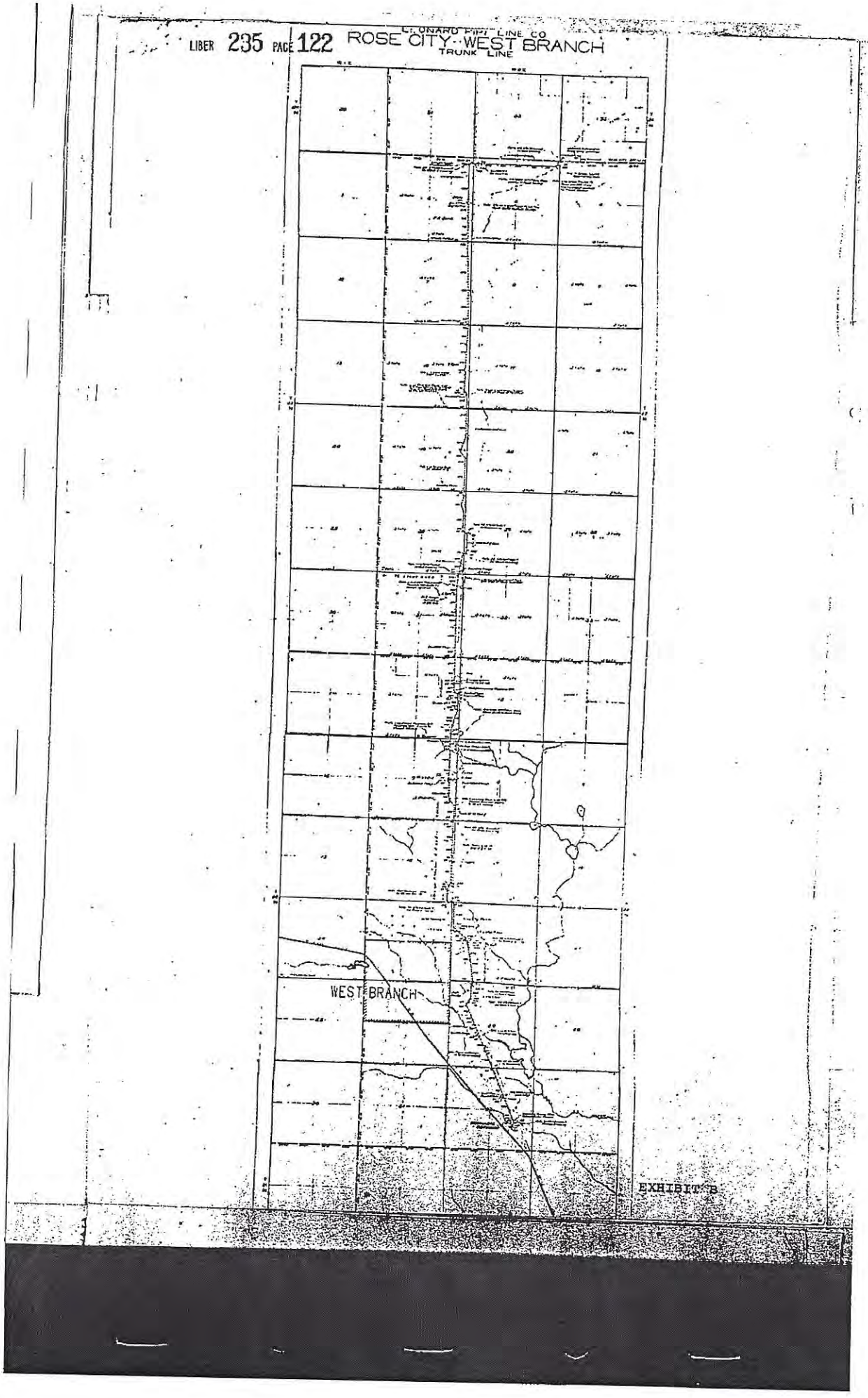
Description of Rose City Line

A pipe line (including the entire pipe line system) located in Ogemaw County, Michigan, and extending from Leonard's gathering terminus in the vicinity of Rose City, Michigan, to the storage facilities of Producers Refining, Inc. in the vicinity of West Branch, Michigan, said pipe line being more particularly described as follows:

> Commencing at a point in the Southwesterly portion of the Southwest Quarter (SW¼) of Section 33, Town 24 North, Range 2 East; thence in a Southwesterly direction to a point in the Northeasterly portion of the Northeast Quarter (NE¼) of Section 5, Town 23 North, Range 2 East; thence in a Westerly direction to a point in the Northeasterly portion of the Northeast Quarter (NE¼) of Section 6 in Town 23 North, Range 2 East; thence in a Southerly direction along, near or adjacent to the East line of Sections 6, 7, 18, 19, 30 and 31 in Town 23 North, Range 2 East, and along, near or adjacent to the East line of Sections 6, 7 and 18 in Town 22 North, Range 2 East, and through Sections 17, 20, 29 and 32 of Town 22 North, Range 2 East,

together with all easements acquired for the construction and operation of said pipe line, all pipe, valves, couplings, connections, appliances and materials appurtenant to and forming a part of said pipe line, all appurtenances necessary and/or convenient for the operation of said pipe line and also the leasehold interest in the Rose City Station located in the Southwesterly portion of the Southwest Quarter (SW¼) of Section 33, Town 24 North, Range 2 East.

LIBER 235 PAGE 122



LIBER 235 PAGE 123

RECEIVED FEB13 1974 AT 2:30 P.M.
LIBER 235 of Deeds PAGE 123-6 incl.

Stella M. Crumm
Register of Deeds — Ogemaw County

QUIT-CLAIM DEED

Know all men by these presents that OGAR PIPELINE COMPANY, 116 South Third Street, West Branch, Michigan by A. E. Crawford, Charles G. Miller and James P. Dunnigan, all of the surviving partners (hereinafter collectively referred to as the "Grantor") does by these presents quit-claim to Ogar Pipeline Company, a Michigan corporation, the registered office of which is located at 2790 South Refinery Road, West Branch, Michigan, all of its right, title and interest in and to a certain pipeline extending from the Leonard Refineries Inc. gathering terminus in the vicinity of Rose City, Ogemaw County, Michigan, to the storage facilities of Osceola Refining Company (formerly known as "Producers Refining, Inc.") in the vicinity of West Branch, Ogemaw County, Michigan, said pipeline being referred to as the "Rose City Line" and being more fully described in Exhibit A and being shown on Exhibit B, said exhibits being attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining. This deed is given for no monetary consideration and for the purpose of reflecting incorporation. EXEMPT FROM MICHIGAN TRANSFER TAX UNDER M.S.A. 7.456 (5)(F)

IN WITNESS WHEREOF, Ogar Pipeline Company, a Michigan partnership, has executed this instrument through the undersigned who constitute all of its surviving partners, as of this 30 day of January, 1974.

Witness:

Warren E. Hooper

Irene Mason

A. E. Crawford

A. E. Crawford

STATE OF MICHIGAN)
) ss.
COUNTY OF OGEMAW)

On this 30th day of January, 1974; before me, a Notary Public in and for said County personally appeared A. E. Crawford, known to me

3021612
Page: 1 of 4
09/25/2001 01:28P
Wanda Muzik,Ogemaw Co. Register ES 15.00

Reg.#: 01827607
Tax Code: 650002

EASEMENT FOR UNDERGROUND ELECTRIC LINE

Parties: "Owner" is Gary C. Tedford & Sharon C. Tedford, Husband and Wife

Owner's address is 2100 Maes Rd West Branch, Michigan 48661

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for underground electric line in, on, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of West Branch, County of Ogemaw, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B. Consumers may attach additional lines outside the Easement Area running laterally from the main electric line to the Eastern edge(s) of Owner's Land, in which event the Easement Area shall include a 10 foot-wide strip of land, being 5 feet on each side of each such lateral line, as constructed on Owner's Land.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an underground electric line in the Easement Area. The electric line may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric line.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line on Owner's Land, this easement shall automatically apply to such relocated line.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

3021612
Page: 2 of 4
09/25/2001 01:26P
Wanda Muzik,Ogemaw Co. Register ES 15.00

Date: 6-25-01

Witnesses:

PEGGY GRATTON

PATRICIA BODRIE

Owner: Gary C. Tedford & Sharon C. Tedford

Gary C. Tedford

Sharon C. Tedford

Acknowledgment

The foregoing instrument was acknowledged before me in OGEMAW County, Michigan, on 6-25-01 by GARY C TEDFORD AND SHARON C TEDFORD

PEGGY J. GRATTON Notary Public
OGEMAW County, Michigan
Acting in OGEMAW County
My Commission expires: 11-18-01

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By:

Michelle L. Manges
Consumers Energy Company
411 S. Bennett Street
Rose City, Michigan 48654

ML

AFTER RECORDING RETURN TO:
SANDRA G. HENSLEY
CONSUMERS ENERGY COMPANY
530 WILLOW STREET
POST OFFICE BOX 30162
LANSING, MICHIGAN 48909-8856

Form 468 8-2000

EXHIBIT A

Owner's Land

TWB-17 01-A 233-411 375-254
SEC 17 T22N R2E. 40 A
NE 1/4 OF NE 1/4
&
TWB-8 18 205-176
SEC 8 T22N R2E. 80 A
E 1/2 OF SE 1/4

EXHIBIT B

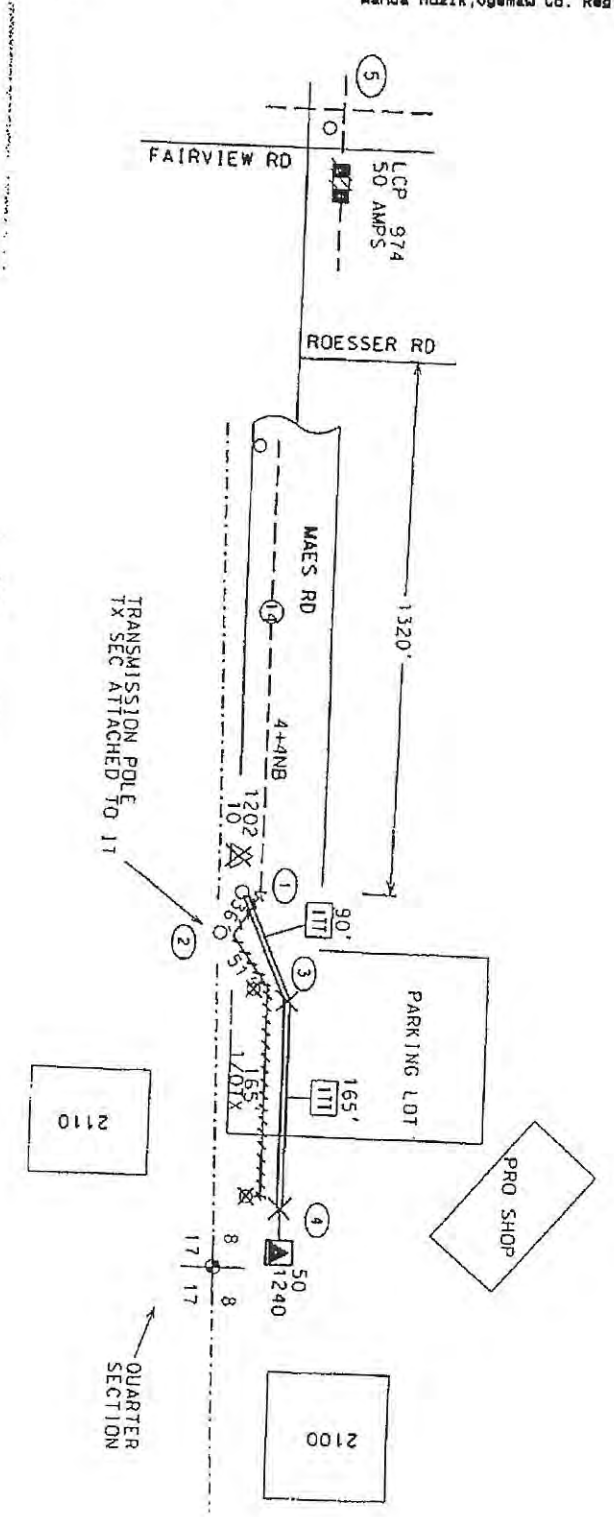
Easement Area

☒ A 10 foot-wide strip of land, as shown in the attached drawing, being 5 feet on each side of each underground electric line, as constructed on Owner's Land.

OR

☐ The feet of Owner's Land.

3021612
Page: 4 of 4
09/25/2001 01:26P
Wanda Muzik,Ogemaw Co. Register ES 15.00



LIBER 388 PAGE 532

American Title Insurance Company
A Meridian Company

WARRANTY DEED - Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That William E. Latter, survivor of himself and Mary C. Latter, whose death certificate is recorded in Liber 255 on page 283, Ogemaw County Records, and Georgina Latter, husband and wife,
whose address is 1385 S. Fairview, West Branch, MI 48661,
Conveys(s) and Warrant(s) to Donald N. Walker and Audrey A. Walker, husband and wife,
whose address is 5659 W. M-76, West Branch, MI 48661,
the following described premises situated in the Township of West Branch,
County of Ogemaw, and State of Michigan, to-wit:

The Northeast ¼ of the Northeast ¼ of Section 17, Town 22 North, Range 2 East;
SAVING AND RESERVING an undivided ½ interest in all oil, gas and other minerals and all rights incidental thereto; subject to any existing oil and gas lease;

RECORDED
OGEMAW COUNTY, MI.
Liber 388-Page 532
92 DEC -4 PM 1:13
William Miller
REGISTER OF DEEDS
OGEMAW COUNTY

for the full consideration of Thirty Thousand ($30,000.00) dollars.

~~XXXXX~~ This deed is given in fulfillment of a certain land contract between the parties hereto dated Sept. 17, 1976, recorded Sept. 6, 1978, in Liber 259 of Deeds on page 412, Ogemaw County Records; and is subject to incumbrances such as may have accrued by or through the acts or negligence of parties other than Grantors hereto subsequent to Sept. 17, 1976.

Dated this 3rd day of December, 1992.

Witnesses:

Ben Richardson
Ben Richardson

James A. Richardson
James A. Richardson

Signed and Sealed:

William E. Latter (L.S.)
William E. Latter

Georgina Latter (L.S.)
Georgina Latter

(L.S.)

(L.S.)

STATE OF MICHIGAN
COUNTY OF OGEMAW } ss.

The foregoing instrument was acknowledged before me this 3rd day of December, 1992,
by* William E. Latter and Georgina Latter, husband and wife.

My commission expires
June 29, 1993.
* Type name of Grantor

B. F. Richardson
B. F. Richardson,
Notary Public Ogemaw County, Michigan

Instrument Drafted by William E. Latter

Business Address 1385 S. Fairview
West Branch, MI 48661

County Treasurer's Certificate
I hereby certify that for the years preceding date of sold instrument there are no tax liens of titles held by the State for any unpaid taxes, except such as may be in the process of collection.
12-4 19 92 Margaret A. Anderson
West Branch, Mich. Ogemaw County Treasurer

REAL ESTATE TRANSFER TAX
Dept. of Treasury
$33.00

Recording Fee

State Transfer Tax

Tax Parcel # 65-014-017-002-80

When recorded return to

Send subsequent tax bills to

21-E-23

TITLE INSURANCE — ESCROWS

Land Contract

First American Title Insurance Company

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

LIBER 432 PAGE 957

This Contract, Made this 17th day of October 1995

Parties

between William C. Greene and Mary Jo Greene, husband and wife,

hereinafter referred to as the "Seller,"

whose address is 3626 Francois, West Branch, MI 48661

and Gary C. Tedford and Sharon C. Tedford, husband and wife,

hereinafter referred to as the "Purchaser,"

whose address is 2100 Maes Road, West Branch, MI 48661.

Witnesseth:

Description of Premises

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City Village Township of West Branch

Ogemaw County, Michigan, described as:

All that part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 22 North, Range 2 East, lying Easterly of a line described as: Beginning S 88°58'35" E along the North section line 1021.03 feet from the North one-quarter corner of said Section 17; thence S 01°41'43" W parallel to the North-South one-quarter line 1357.70 feet to the existing fence line and point of ending.
Subject to easements of record.
It is understood and agreed between the parties hereto that Seller, their heirs and assigns, shall retain exclusive hunting rights on subject lands for a term of fifty years from date hereof.
Also reserving unto Seller, their heirs and assigns, all oil, gas and other minerals and all rights incidental thereto.

CERTIFICATION OF TAXES IS PENDING NOTICE OF A HOMESTEAD TAX DENIAL BY THE STATE OF MICHIGAN, DEPT. OF TREASURY.

I hereby certify that for the five years preceding date of said instrument there are no tax liens of record by the State for any unpaid taxes, except such as may be in the process of collection.

June 2 1996 Margaret Kessenich
West Branch Mich. Ogemaw County Treasurer

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

Terms of Payment

now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:

Fifteen Thousand, Five Hundred Ten ($15,510.00) DOLLARS,

of which the sum of Five Thousand ($5,000.00) DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Ten Thousand Five Hundred Ten ($10,510.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of nine (9 %) per cent per annum. This balance of purchase money and interest shall be paid in ~~monthly installments of~~ semi-annual installments of Thirteen Hundred Thirteen &75/100 ($1313.75) DOLLARS each, on ~~the~~ Seller's Purchaser's option, on the 1st day of July & December ~~day of each month~~ beginning each year, commencing July 1, 1996, plus interest as aforesaid, said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within four (4) years from the date hereof, anything herein to the contrary notwithstanding.

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns

To furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance insuring Purchaser or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the First American Title Insurance Company. If the evidence of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract of Title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. THE PURCHASER AGREES AS FOLLOWS

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes and Keep Premises Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid

Alternate Payment Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective

Insert amount, if advance monthly installment method of taxes and insurance is to be adopted

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of

DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance of Title and Premises

(f) That he has examined { a Title Insurance Commitment dated / an Abstract of Title Certified to } covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon

47-040-023

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LIBER 222 PAGE 241

Parcel #5

File #1401

EASEMENT

William E. Latter and Mary C. Latter, his wife, 1385 S. Fairview Rd., West Branch, Michigan; Galen E. Ferguson and Joan K. Ferguson, his wife, 6481 Sohn Rd., Vassar, Michigan

Grantor, in consideration of One and no/100 Dollars ($ 1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of West Branch, County of Ogemaw, and State of Michigan, to-wit:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 22 North, Range 2 East.

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LIBER 222 of Deeds PAGE 241-2

Stella M. Crum
Register of Deeds — Ogemaw County

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

In a Northerly and Southerly direction not more than 10 feet East or West of the East 1/8 line of Section 17, Township 22 North, Range 2 East.

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 100 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 70 feet in height on the land of the Grantor described in this easement within 125 feet on either side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument ~~or caused the same to be executed by its President~~ this 14 day of OCTOBER, 1971.

WITNESSES:

Donald A. Sny
Donald A. Sny

Donald E. Bable
Donald E. Bable

Donald E. Bable
Donald E. Bable

Donald A. Sny
Donald A. Sny

~~Wm. E. Latter~~
William E. Latter
William E. Latter

Mary C. Latter
Mary C. Latter

~~Galen E. Ferguson~~
Galen E. Ferguson

Joan K. Ferguson
Joan K. Ferguson

PREPARED BY M. M. PEDERSEN, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN