

11131

RECORDED IN DEEDS

LNU 575 PG 500

STATE OF MICHIGAN  
COUNTY OF ISABELLA  
REGISTER OF DEEDS

JUN 30 1986

MATERIALS DEED—Sect. 801 (Rev. 1987)  
THIS DEED PERTAINS TO THE STATE OF MICHIGAN, COUNTY OF ISABELLA.

This Indenture, made January . in 86  
 between Charles C. Marx, a single man, of 306 Dunlap  
 Street, Clare, Michigan  
 Party of the first part,  
 Robert L. Mumford and Gregory S. Mumford,  
 both single men, as tenants in common,

J. R. Howland  
REGISTER OF DEEDS

Parties of the second part,  
 whose address is 1565 Airway Drive, Mt. Pleasant, Michigan

WITNESSETH, That the said party of the first part, and in consideration of \$24,000.00—DOLLARS  
 Twenty-Four Thousand and no/100—  
 to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and acknowledged, done by them present, present,  
 Isabella, and, County, volume, when and witness unto the said party of the second part his heirs  
 FOREVER, all their several places or parcels of land situate and being in the Township  
 of Union County of Isabella and State of Michigan, and described as follows, to wit:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4)  
 of the Southwest Quarter (SW 1/4) of Section One (1), Township  
 Fourteen North (T-14-N), Range Four West (R-4-W), Michigan, EXCEPT  
 the East 5 acres thereof, and EXCEPTING and RESERVING unto the  
 Grantor herein, all oil, gas and other minerals produced therefrom  
 until November 1, 2005, and so long thereafter as oil and/or gas  
 is being produced therefrom.

STATE OF MICHIGAN  
COUNTY OF ISABELLA  
PROPERTY OF: There are no tax bills or  
assessments on the lands  
described above.  
and that all  
titles are clear of  
any liens or  
encumbrances.

*J. R. Howland*

Together with all and singular the hereditaments and appurtenances thereto belonging or to anyone appertaining to have and to hold  
 the said premises, as hereinafter described, with the appurtenances, unto the said party of the second part and to his heirs  
 and assigns, FOREVER. And the said party of the first part, his heirs, executors and administrators, shall covenant, grant, bargain and  
 agree to and with the said party of the second part, that he holds  
 and conveys, that at the time of the delivery of these presents  
 he is well advised of the above granted premises in the singular; that they are free from all encumbrances whatever

except easements and rights of way of record,

and that he will, and his heirs, executors, and administrators shall warrant and defend the same against all lawful claims whatsoever  
 except as above noted.

When applicable, possessory and quietus words shall be used as plumb, buoys or vector.  
 In Witness Whereof, The said party of the first part has countersigned on his hand the day and year first above written,

Signed, and Delivered in presence of  
*J. R. Howland*      *Charles C. Marx*  
 James R. Howland      Charles C. Marx  
*Carrie S. Clark*      Carrie S. Clark  
 Carrie S. Clark

STATE OF MICHIGAN,      January 27th , 1986.  
 COUNTY OF Isabella      before me, a Notary Public, in and for said County, personally appeared  
 In my known to be the same person      described in and who executed the within instrument, who  
 acknowledged the same to be      his      free and full deed.

4. This instrument was signed by:  
 Stephen W. Fox, Attn: w/ J. L. Jones  
 322 Monroe Building  
 Mt. Pleasant, Michigan

*Carrie S. Clark*      Notary Public  
 Carrie S. Clark      Isabella  
 County, Michigan  
 February 7th , 1986

SEE FLOOR NOTES ON OTHER SIDE

Charles Marx and wife  
TO  
Consumers Power Company

Received for Record this Ath day of  
November, 1946, at 11:39 A.M.  
by H. T. Sargent

**Roy H. Zingery**

**Register of Deaths.**

## **RIGHT OF WAY**

Parcel No. 3

Charles Marx and Agnes Marx his wife,-

first part....1.25 in consideration of..... One Ac. 212 Dollars<sup>00</sup> paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, a stock party, receipt of which is hereby acknowledged, CONCERNED, and Warrant..... to the said party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of telephone, gas, water, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, upon and across the following described parcel(s) of land, including all public highways, paths or adjacent to said parcel(s), or land, which parcel..... Ac. 11, situated in the Township of Union, County of Lapeer and State of Michigan, to-wit:  
The Southeast one quarter ( $\frac{1}{4}$ ) of the Southwest one quarter ( $\frac{1}{4}$ ) of the Southwest one quarter ( $\frac{1}{4}$ ) of Section 'n e' (1) Township fourteen (14) North, Range four (4) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route North of and not more than two hundred thirty (230) feet from the center line of the highway on the South side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the South of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, in order at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining rock cables, conductors and insulators, poles and other supports, with all necessary braces, guy, anchors, anchors, manholes and transformers, and strapping thereto and supporting and suspending thereon lines of wire, cables or other conductors for the transmission of electrical energy and/or communications, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this agreement by second party shall not prevent second party from later making use of the same to the full extent herein authorized.

Witnessed the hand... and seal... of the parties... of the first part, this ..... 13th ..... day of ..... March ..... 1946.

Signed, sealed and delivered in presence of

Jack H. Burkman  
Jack M. Burkman  
Kurtian Marx  
Marian Marx

Charles Marx \_\_\_\_\_ MEL  
Charles Marx \_\_\_\_\_ MEL  
Agnes Marx \_\_\_\_\_ MEL  
Agnes Marx \_\_\_\_\_ MEL

STATE OF MICHIGAN, ]  
County of ISABELLA. On this 13th day of March, 1946 before me, a Notary Public of  
ISABELLA County, Michigan, acting in ISABELLA County, personally appeared Charles M. E. AND  
SON,

In the year known to be the same period \_\_\_\_\_ named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be  
free act and deed.

My collection consists January 31, 1849.