

104270 1255 OIL AND GAS LEASE

Agreement, Made and entered into the 12th day of July, 1962, by and between Harold Tolbert Jr. and Marian Tolbert, his wife

of RFD #2 Edwardsburg, Michigan hereinafter called lessor (whether one or more) and Perry Fulk hereinafter called lessee:

Box 131, Olney, Illinois
 Witnesseth: That the said lessor, for and in consideration of One and No/100-----Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, move and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, all that certain tract of land situate in the Township of Ontwa County of Michigan. State of Michigan, described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), of the West Half (W $\frac{1}{2}$) of the Southeast fractional Quarter (SE $\frac{1}{4}$), The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast fractional Quarter (NE $\frac{1}{4}$), The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest fractional Quarter, (NW $\frac{1}{4}$) The North Fifteen (15) acres, more or less, of the East Half (E $\frac{1}{2}$), of the Southwest Quarter (SW $\frac{1}{4}$), all of the above land being in Section Six (6), Township Eight (8) South, Range Fifteen West (15W). Also that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of section Seven (7), Ontwa Township, lying North of the highway.

Lessor hereby warrants and agrees to defend the title to said ²⁷⁰ ~~270~~ ⁴²⁵ ~~425~~ agree that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, lease or other claim to the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. Provided, however, if the leased premises consist of two or more non-abetting tracts, this paragraph shall apply separately to each such non-abetting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion or consolidated.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county. If lease is recorded, and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN this, the

12th

day of July

1961

Witnesses

S. P. Landis

S. P. Landis

Marion H. Hamble

Harold Tolbert Jr.

Marian Tolbert

STATE OF MICHIGAN
CASS COUNTY
RECEIVED FOR RECORD

1961 JUL 14 PM 3 04

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Michigan
COUNTY OF Cass

ACKNOWLEDGMENT

On this 12th day of July 1961 before me, the undersigned a Notary Public for said County, in the State aforesaid, personally appeared *Harold Tolbert and Marian Tolbert* his wife

to me known as the person described in and who executed the foregoing instrument and acknowledged that *Harold* had executed the same as *their* free act and deed.

Notary Public

Acting in

Cass County *Mich*

My commission expires *Sept 2 - 1963*

STATE OF

COUNTY OF

On this *12* day of *July* 19 *61* before me, the undersigned, a Notary Public and for said County, in the State aforesaid, personally appeared:

ACKNOWLEDGMENT

to me known as the person described in and who executed the foregoing instrument and acknowledged that *no* had executed the same as *free act and deed*

Notary Public

Acting in

County

My commission expires

19

OIL AND GAS LEASE

FROM

Harold Tolbert & Marian
RFD #2 Edinburg, Mich.

TO

Perry Pulk

Box 131, Olney, Illinois

Dated July 12 19 61

Section 6 Township 8.S Range 18W

No. Acres 2.56

State Cass County Mich.

Term One year

STATE OF
COUNTY OF

This instrument was filed for record on the

12 day of

July 19 61 and duly recorded in

Book of the records

Page

Register of Deeds

By Deputy

When Recorded
Book 15

Perry Pulk

Box 131

Olney, Illinois

PRODUCES AS

1961-62

100-200000-100-100000

ERCI

15782 Pages: 2 L: 961 P: 2337
RECORDED Cass County, Michigan
Barbara Wilson, Register of Deeds
07/03/2007 02:33 PM
Receipt #5248 Fee: \$17.00 ERW



QUIT CLAIM DEED OF EASEMENT

THIS INDENTURE, made this third day of July 2007 BETWEEN Robert L. Geans, Sr. and Barbara K. Geans, husband and wife, whose address is 68900 Claire Street, Edwardsburg, Michigan 49112, of the first part, Grantors, and Edwardsburg United Pentecostal Church whose address is 27262 US 12 West, Edwardsburg, Michigan 49112 as Grantee of a utility easement of the second part, Grantee.

WITNESSETH, that the Grantors, for and in consideration of one dollar by these presents, quit-claim unto the Grantee for waste water and sewerage purposes, a 30 foot wide easement appertenant to the real property owned by the Grantee in Sections 6 and 7 of Township 8 South, Range 15 West, Ontwa Township, Cass County and State of Michigan and described as:

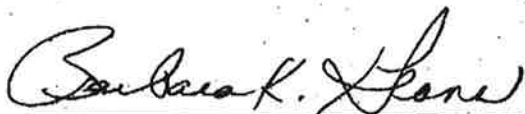
Commencing North 89 degrees 27'14" West 1331.84 feet from the Southeast corner of Section 6, thence South 0 degrees 30'12" West, 173.58 feet; thence South 72 degrees 36'58" West, 525.4 feet; thence North 0 degrees 30'12" East, 1115.82 feet; thence South 89 degrees 29'48" East, 500 feet; thence South 0 degrees 30'12" West, 780.87 feet to the place of beginning, containing 11.88 acres, more or less. PIN 14-090-006-015-10.

over real property owned by the Grantor and described as:

The North 30 feet of Lot 10 of Pleasant Place Addition to the Village of Edwardsburg as described in the records of Cass County Register of Deeds.

This instrument is tax exempt pursuant to MCL 207.505(5)(a) and pursuant to MCL 207.526(6)(a) because the consideration is less than One Hundred Dollars.

In Witness Whereof, the said parties of the first part have hereunto set their hands this day and year first above written.

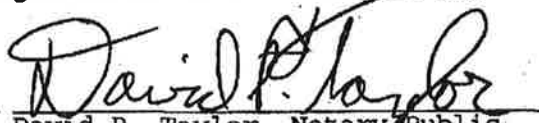

Barbara K. Geans


Robert L. Geans, Sr.

STATE OF MICHIGAN

COUNTY OF CASS

) on the 3rd day of July 2007 before me
) ss. a Notary Public, in and for the State of
) Michigan personally appeared Barbara K.
Geans and Robert L. Geans, Sr. to me
known to be the same people described in
and who executed this instrument, who
acknowledged it to be his free act and
deed.


David P. Taylor, Notary Public
Acting in Cass County

My Commission expires
August 9, 2012

This instrument prepared by:

David P. Taylor P21294
Attorney at Law
P.O. Box 433
69001 M-62
Edwardsburg, Michigan 49112
(269) 663-5702



28161 Pages: 3 L: 974 P: 257
RECORDED Cass County, Michigan
Barbara Wilson, Register of Deeds
83/11/2008 11:39 AM
Receipt #14144 Fee: \$20.00 ERU



DISTRIBUTION EASEMENT
Indiv. & Corp.
Overhead & Underground

Eas. No. MIOB0002 Map No. C-540

THIS INDENTURE, made this 11th day of JANUARY, 2008,
between EDWARDSBURG UNITED PENTECOSTAL CHURCH

whose address is P.O. BOX 269, EDWARDSBURG, MI 49112

(hereinafter called "Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "Grantee").

WITNESSETH: That for One dollar (\$1.00) the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communicating purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in ONTWA Township, County of CASS, State of MICHIGAN, and being a part of Section 6 17, Township 8 SOUTH, and Range 15 WEST, to wit:

Being the same (or part of the same) property conveyed to

by _____ by deed dated _____, and recorded in _____, in the Office of the Register of Deeds of _____ County, _____, to which reference is made for further description.

A 15.00 FOOT WIDE EASEMENT LYING PARALLEL AND ADJACENT TO HIGHWAY U.S. 12 AND CONTAINED IN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING NORTH 89° 27' 14" WEST 1331.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 6; THENCE SOUTH 0° 30' 12" WEST 173.58 FEET; THENCE SOUTH 72° 36' 58" WEST 525.4 FEET; THENCE NORTH 0° 30' 12" EAST 1115.82 FEET; THENCE SOUTH 89° 29' 48" EAST 500 FEET; THENCE SOUTH 0° 30' 12" WEST 780.87 FEET TO THE POINT OF BEGINNING.

RECEIVED IN DEEDS
CASS COUNTY, MICHIGAN
JAN 14 2008

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.



The Grantor warrants that no structure or building shall be erected upon said easement. After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual (s) ha _____ hereto set _____ hand _____; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first written.

EDWARDSBURG UNITED PENTECOSTAL CHURCH

Robert Geans, Sr.
ROBERT JEN, SR. - PASTOR
Geans

This instrument was prepared by Linda C. Honyoust, 2425 Meadowbrook Road, Benton Harbor, MI 49022, Agent for Indiana Michigan Power Company on its behalf.

STATE OF Michigan ss:
COUNTY OF Cass

On this 11th day of January, 2008 before me a Notary Public in and for said County appeared Robert Geans, Sr. to me personally known, who, being by me duly sworn, did say that he is the Pastor of Edwardsburg United Pentecostal Church.

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 on behalf of said corporation by authority of its board of directors; and said _____

acknowledged said instrument to be the free act and deed of said corporation.

KEVIN M. HUGHES
Notary Public, State of Michigan, County of St. Joseph
My Commission Expires Nov. 19, 2013
Acting in the County of Cass

Kevin M. Hughes
KEVIN M. HUGHES

Notary Public, St. Joseph County, Michigan

My commission expires November 19, 2013

STATE OF _____ ss:
COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____

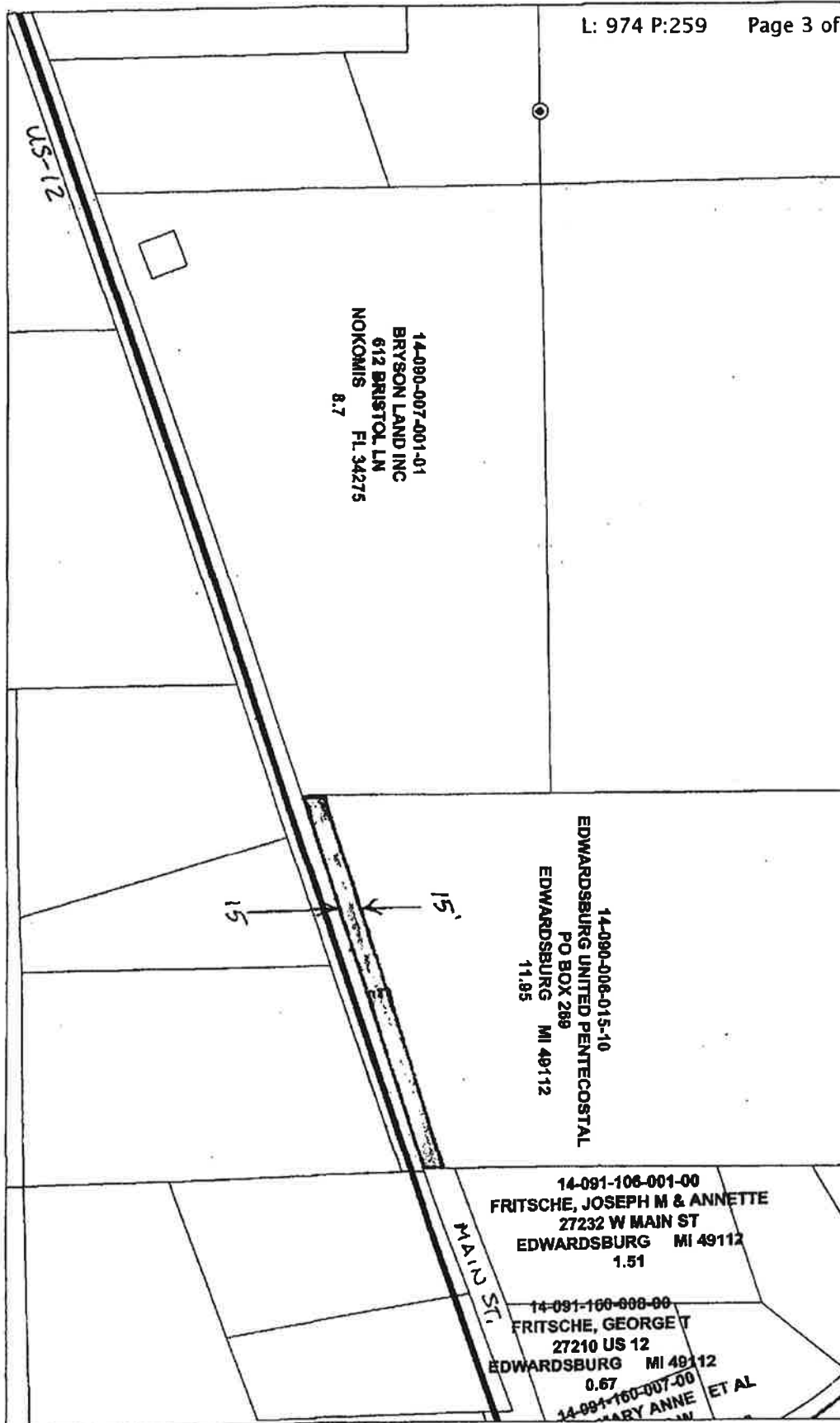
to me known to be the person _____ described in and who executed the within instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, _____ County, _____

My commission expires _____, 20____

EXHIBIT A

MI080002



143012 Pages: 2 L: 1140 P: 99
RECORDED Cass County, Michigan
Monica Kennedy, Register of Deeds
05/23/2018 10:40 AM
Receipt #133568 Fee: \$38.00 ERU



HIGHWAY EASEMENT
TO THE CASS COUNTY ROAD COMMISSION
This information required by P.A. 286 of 1964

The Grantors First Pentecostal Church
P.O. Box 269
Edwardsburg, MI 49112

for the sum of \$ 1.00

conveys to the Cass County Road Commission, whose address is 340 N. O'Keefe Street, P.O. Box 68, Cassopolis, MI 49031, an easement for highway purposes, in over, and upon the real estate located in the township of Ontwa, County of Cass described as:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 8 SOUTH, RANGE 15 WEST, ONTWA TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 88° 34' 26" WEST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 1331.92 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 01° 25' 01" WEST ON SAID EAST LINE 117.97 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 01° 25' 01" WEST ON SAID EAST LINE 21.02 FEET TO THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 12; THENCE SOUTH 73° 29' 37" WEST ON SAID NORTH RIGHT OF WAY LINE 525.34 FEET; THENCE NORTH 01° 23' 13" EAST 21.02 FEET; THENCE NORTH 73° 29' 37" EAST PARALLEL WITH SAID NORTH RIGHT OF WAY LINE 525.35 FEET TO THE POINT OF BEGINNING.

Containing 10,507 square feet, more or less.

Subject to the following:

This conveyance includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Cass County Road Commission, is necessary to the construction and maintenance of the highway. Notice to the grantors of the removal by the Cass County Road Commission of such trees, shrubs, and vegetation is not required. The grantors agree that no trees, shrubs or vegetation shall be cut or removed from the highway right of way easement by the grantors, their heirs, successors and assigns, without the written permission of the Cass County Road Commission. The undersigned Mortgagee consent to this easement and hereby agrees that all existing, and future mortgages shall be subordinate to the easement.

PROPERTY TAX CODE NUMBER 14-090-006-015-10		
CONTROL SECTION	PARCEL #4 B	NAME First Pentecostal Church
JOB NUMBER 127757	FED ITEM NUMBER	FEDERAL PROJECT NUMBER

2018 MAY 23 AM 10:28

FILED CASS CO RD

Signed this 14th day of March, 20 18

X Robert L. Geans, Sr.
 Grantor - Robert L. Geans, Sr.
 Title - President

X _____
 Grantor -
 Title -

CORPORATE NOTARY ACKNOWLEDGEMENT

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this
 _____ day of _____, 20____
 Acting in the County of _____

by Robert L. Geans, Sr. the President and
 Name of Officer Title of Officer

by _____ the _____ and
 Name of Officer Title of Officer

by _____ the _____ and
 Name of Officer Title of Officer

of First Pentecostal Church a _____, on behalf of the
 Name of corporation/partnership/entity Type of corporation/partnership/entity

Corporation/partnership/entity First Pentecostal Church

TERRI A. WYMAN My Commission Expires on May 21, 2018
 NOTARY PUBLIC -

TERRI A. WYMAN
 Notary Public Cass County, Michigan
 My Commission Expires: 5/21/2018

Drafted by:

Joseph Bellina, P.E.
 Cass County Road Commission

When recorded return to:

Cass County Road Commission
 340 North O'Keefe Street
 P.O. Box 68
 Cassopolis, MI 49031

PROPERTY TAX CODE NUMBER 14-090-006-015-10		
CONTROL SECTION	PARCEL #4B	NAME First Pentecostal Church
JOB NUMBER 127757	FED ITEM NUMBER	FEDERAL PROJECT NUMBER

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

12-29-2004 11:09:12

Ann L. Simmons
REGISTER OF DEEDS

I certify that the above is a true and correct copy of the original as filed with me for recording, and that the same has been duly recorded in the public records of the State of Michigan, and that the same is now a part of the public records of the State of Michigan.

Ann L. Simmons 12-29-04
K

LAND CONTRACT

THIS CONTRACT, made this 3rd day of September, 2004, **JEFFREY L. TOLBERT and JAN M. TOLBERT, husband and wife, of 27398 US 12, Edwardsburg, Michigan 49112-9650, hereinafter called "Seller," and EDWARDSBURG UNITED PENTECOSTAL CHURCH, of 27341 Highway 12 W, P. O. Box 269, Edwardsburg, Michigan 49112, hereinafter called "Purchaser."**

WITNESSETH, that in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum hereinafter stated to be duly paid by **Purchaser to Seller**, as hereinafter specified, it is agreed between the parties hereto as follows:

1. **Sale.** Seller hereby sells and agrees to convey unto **Purchaser** all that certain piece or parcel of land situated in the Township of Ontwa, County of Cass, and State of Michigan, and described as follows, to-wit:

See Exhibit A attached hereto and incorporated herein by reference (the "Property").

Together with all tenements, hereditaments, improvements and appurtenances, if any, now on the Property, subject to all recorded easements, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.

2. **Price and Terms.** Said **Purchaser** hereby purchases said Property from **Seller** and agrees to pay **Seller** therefor the sum of ONE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 (\$178,200.00) DOLLARS in the manner following: THIRTY-FIVE THOUSAND SIX HUNDRED FORTY AND (\$35,640.00) DOLLARS on delivery of this Contract, the receipt whereof is hereby confessed and acknowledged by said **Seller**, and the remaining ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED SIXTY AND NO/100 (\$142,560.00) DOLLARS, the sum of which is secured by this Contract, together with interest on the whole sum that shall be from time to time unpaid at an adjustable rate calculated as follows: the initial interest rate shall be SEVEN AND 85/100 (7.85%) percent; thereafter on each anniversary of this Contract, the interest shall be adjusted to equal the average of the rate charged by Farm Credit Services over the immediately preceding twelve (12) months plus ONE (1%) percent. The initial monthly payment shall be ONE THOUSAND THREE HUNDRED FIFTY AND 06/100 (\$1,350.06) DOLLARS, or more on the 1st day of each and every month from and after the date hereof until the principal and interest shall be fully paid. Interest to be computed monthly and deducted from payment and balance of payment to be applied on principal, said **Purchaser** to have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this contract at any time before the same, by the

7-14-090-006-015-00
p-10-090-007-001-00

Page 2
3.

terms hereof, becomes due and payable. Interest shall commence to run on the unpaid balance of principal as of the date of closing, and payments shall be made at 27398 US 12, Edwardsburg, Michigan 49112-9650, until **Purchaser** is given written notice to the contrary. Notwithstanding the prepayment of any installments, **Purchaser** is not relieved of the requirement that **Purchaser** make the monthly payments described above.

3. **Taxes and Insurance.** Said **Purchaser** shall promptly pay, when due, all taxes and assessments of every nature which shall become a lien on said Property after the date hereof, and any installments of special assessments becoming due after the date hereof, excepting none and shall, during the continuance of this Contract, maintain liability insurance on the Property, naming **Seller** as an additional insured, keep insured the buildings now on said Property, or which shall hereafter be placed thereon, in the name of said **Seller** against loss by fire and windstorm, in such company or companies and for such amount as **Seller** shall approve, and forthwith deposit all policies of insurance with **Seller**, with loss, if any, payable to **Seller**, as his interest may appear under this Contract. Should **Purchaser** fail to pay any tax or assessment, or installment thereof, when due, or to keep said buildings insured, **Seller** may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid hereon and be due at once and bear interest until paid at the rate of the per cent per annum above specified in Paragraph 2.

In case of damage as a result of which said insurance proceeds are available, **Purchaser** may, within sixty (60) days of said loss or damage, give to **Seller** written notice of **Purchaser's** election to repair or rebuild the damaged part of the Property, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if **Purchaser** elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this Contract, and then as a prepayment upon the principal balance owing, and without penalty, notwithstanding other terms of Paragraph 2 to the contrary. No such prepayment shall defer the time for payment of any remaining payments required by this Contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to **Purchaser**.

4. **Maintenance.** All buildings, trees or other improvements now on said Property, or hereafter made or placed thereon, shall be a part of the security for the performance of this Contract and may not be removed therefrom. **Purchaser** shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said Property and all improvements in as good condition as they are now.
5. **Forfeiture and Acceleration.** Should default be made by **Purchaser** in any of the provisions hereof, **Seller** may immediately thereafter declare this Contract void and forfeited and the said buildings, improvements and all payments made on this

contract shall be forfeited to **Seller** as rental for the use of the Property and as stipulated damages for failure to perform this Contract. **Seller** shall be entitled to immediate peaceable possession of said Property without notice and remove **Purchaser** and all persons claiming under him therefrom. **Seller** may, without notice to **Purchaser**, declare all money remaining unpaid under this Contract forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired, and **Seller** may thereafter enforce his rights under this Contract in law or in equity, or may take summary proceedings to forfeit the interests of **Purchaser** or may enforce said contract in any other manner now or hereafter provided. In addition to any other remedy, **Seller**, on default being made, may consider **Purchaser** as a tenant holding over without permission and remove **Purchaser** from said premises. A notice of forfeiture giving **Purchaser** fifteen (15) days to cure the default shall be served on **Purchaser**, as provided by statute, prior to the institution of any proceeding to recover possession of the land.

6. **Deed and Evidence of Title.** If **Purchaser** shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, **Seller** shall thereupon, by good and sufficient warranty deed, convey the said premises to **Purchaser** on the conditions herein agreed upon, and **Seller** shall deliver with said deed a complete abstract of title and tax history of said premises certified to date of conveyance and showing a marketable title, subject to restrictions, easements, conditions, encumbrances and limitations of record, in **Seller**, or a fee simple title insurance policy guaranteeing title to the premises in the name of **Purchaser**; provided, however, that the warranty deed, the abstract and the tax history shall be limited so as to except acts or negligence of parties other than **Seller** subsequent to the date of this contract. In the event an abstract is delivered, **Purchaser** agrees to accept the abstract of title certified to date of conveyance, showing in **Seller** a marketable title of record, subject to easements, restrictions, conditions, encumbrances and limitations of record, as defined in Act 200 of the 1945 Public Acts of Michigan as amended.

In the event that evidence of title in **Seller**, by abstract of title or title insurance, has been furnished **Purchaser** current with the date of this Contract, **Purchaser** agrees that except for costs resulting from acts, negligence, or death of **Seller**, the cost of additional evidence of title shall be the obligation of **Purchaser**.

7. **Possession.** Possession of said premises may be taken by said **Purchaser** on the date of closing, and retained for so long as no default is made by said **Purchaser** in any of the terms or conditions hereof.
8. **Assignment or Sale.** **Purchaser** may assign or transfer this Contract but said assignment or transfer shall not in any manner relieve **Purchaser** of the obligation of payment hereunder or the performance of his other covenants herein unless by

written consent of **Seller**. No such Assignment, however, shall be valid until written notice thereof has been given to **Seller**.

9. **Conveyance or Mortgage by Seller.** **Seller** reserves the right to convey their interest in the above-described land and their conveyance hereof shall not be a cause for rescission.

Seller may, during the lifetime of this Contract, place a mortgage on the premises above-described, which shall be a lien on the premises, superior to the rights of **Purchaser** herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the contract, and provided that the aggregate payments of principal and interest, whether periodic or final, required in any one month in such new or renewal mortgage shall not exceed those named in this Contract; nor shall said new or renewal mortgage restrict the time of payments thereon to a date later than is provided for similar payments in this contract. To secure the priority of lien granted to a new or renewal mortgage as provided for in this paragraph, written notice shall be given to **Purchaser** within fifteen (15) days of the execution of all such new mortgages and renewals containing the name and address of the mortgagee, the rate of interest of such mortgage, the amount and due date of payments and maturity of principal.

If **Seller's** interest be that of land contract or is now or hereafter encumbered by mortgage, **Seller** covenants that he will meet the payments of principal and interest thereon as they mature and produce evidence thereon to **Purchaser** upon demand. In the event **Seller** shall default upon any such mortgage, **Purchaser** shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit on this contract to apply on the payments due or to become due hereon.

When payments on this Contract have reduced the amount due hereon to the amount due by **Seller** on any such mortgage or land contract indebtedness, thereafter **Purchaser** shall be entitled to make payments due on this Contract directly to the mortgagee or land contract vendor for credit on such mortgage or land contract indebtedness, and **Purchaser** shall be reimbursed for so doing by receiving, automatically, credit on this Contract to apply on the payments due or to become due hereon. Notwithstanding anything contained herein to the contrary, **Seller** shall not place any mortgage on the Property from and after the date hereof, which contains a due-on-sale provision with the prior written consent of **Purchaser**.

Purchaser acknowledges that at the execution of the Contract, there exists a mortgage on the Property between **Seller** and Farm Credit Services. This Contract shall be subordinate to said Mortgage,

10. **Notices.** Until endorsed on this Contract to the contrary, each of the parties hereto agrees that notices required hereunder may be sent to:

Seller at: 27398 US 12, Edwardsburg, Michigan 49112-9650

Purchaser at: 27341 Hwy 12 W, Edwardsburg, Michigan 49112

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively. Notice of forfeiture of this Contract shall be served as provided by law.

11. **Pronouns.** If more than one joins in the execution hereof as **Seller** or **Purchaser**, or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.
12. **Time of Essence.** It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
13. **Condition of Premises.** **Purchaser** agrees that **Seller** has made no representations or warranties and makes no representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries. At the execution of this Contract, **Purchaser** had obtained a survey of the Property and accepts the results.
14. **Rents and Profits.** Notwithstanding any other provision herein contained or any provision of law, the parties expressly agree that in the event of default not cured by **Purchaser** within fifteen (15) days after notice of intent to forfeit the Contract is served upon **Purchaser**, **Seller** shall have the right to possession of the subject property, and to receive all rents and profits relative to the subject property from and after the date set in said notice for curing such default and such right of **Seller** shall continue during any period that forfeiture or foreclosure proceedings may be pending and during any period of redemption. **Purchaser** further agrees that **Seller** shall have the right to the appointment of a receiver to receive such rents and profits and such receiver may be **Seller** or an agent of **Seller**.
15. **Attorney Fees.** In the event of default, in addition to any remedies or rights of **Seller**, **Purchaser** shall pay to **Seller**, **Seller's** reasonable and actual attorneys' fees and expenses incurred by **Seller** in enforcement of any rights of **Seller** hereunder, which sums shall be payable prior to **Purchaser's** being deemed to have corrected any such default.
16. **Late Payment Charge.** If **Purchaser** shall fail to pay, within ten (10) days after due date, any installment due hereunder, **Purchaser** shall be required to pay an additional charge of four (4%) percent of the late installment. Such charge shall be paid to **Seller** at the time of payment of the past due installment. The charge is

deemed by the parties to cover Seller's administrative costs resulting from Purchaser's delinquency.

17. Other Provisions.

17.1 **Balloon Payment.** Notwithstanding any provision to the contrary contained herein, Purchaser shall pay the entire balance of principal and interest due hereunder on or before the expiration of five (5) years from the date hereof.

17.2 **Restrictions.** The Property subject to this Contract shall be restricted as follows:

- A. No dirt will be removed from the Property;
- B. Only clean fill (i.e., no concrete, construction waste, or landscaping waste) will be allowed; and

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Executed by Seller:

"Seller"

Jeffrey L. Tolbert
JEFFREY L. TOLBERT
Jan M. Tolbert
JAN M. TOLBERT

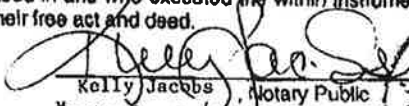
Executed by Purchaser:

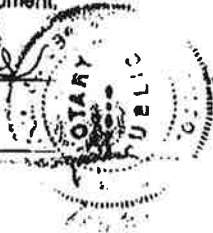
"Purchaser"

EDWARDSBURG UNITED PENTECOSTAL
CHURCH
BY: Robert L. Geans, Sr.
Robert L. Geans, Sr.
His: Pastor

STATE OF MICHIGAN)
 Cass) ss.
 COUNTY OF ~~BERRIEN~~)

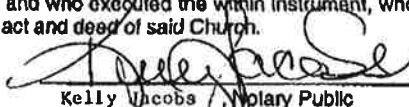
On this 3rd day of September, 2004, before me, a Notary Public, in and for said County, personally appeared **JEFFREY L. TOLBERT** ~~and JANE M. TOLBERT~~, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

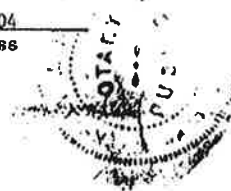

 Kelly Jacobs, Notary Public
 Cass ~~Berrien~~ County, Michigan
 Commission Expires: 11-15-04
 Acting in County of ~~Berrien~~ Cass



STATE OF MICHIGAN)
 Cass) ss.
 COUNTY OF ~~BERRIEN~~)

On this 3rd day of September, 2004, before me, a Notary Public, in and for said County, personally appeared **Robert L. Geans, Sr., Pastor** of **EDWARDSBURG UNITED PENTECOSTAL CHURCH** to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be the free act and deed of said Church.

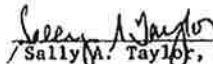

 Kelly Jacobs, Notary Public
 Cass ~~Berrien~~ County, Michigan
 Commission Expires: 11-15-04
 Acting in County of ~~Berrien~~ Cass



Prepared by:
 SALLY A. TAYLOR, of
 PASSARO & KAHNE LAW OFFICE, PLLC
 2800 South State Street, Suite 3 East
 St. Joseph, Michigan 49085
 Telephone: (269) 903-0325

STATE OF MICHIGAN)
) SS:
 COUNTY OF BERRIEN)

On this 3rd day of September, 2004, before me, a Notary Public, in and for said County, personally appeared **JAN M. TOLBERT**, to me known to be the same person described in and who executed the within instrument, who has acknowledged the same to be her free act and deed.


 Sally A. Taylor, Notary Public
 Berrien County, Michigan
 Commission Expires: 09/18/2007
 Acting in County of Berrien

Split

EXHIBIT A
Legal Description of the Premises

Situated in Ontwa Township, Cass County, Michigan:

That part of the Southeast Quarter of Section 6 and the Northeast Quarter of Section 7, Township 8 South, Range 15 West, Ontwa Township, Cass County, Michigan which is described as: Beginning at a point on the line between said Sections 6 and 7 which is 1331.84 feet North 89° 27' 14" West of the Southeast corner of said Section 6, said point being on the Westerly line of the recorded plat of "Pleasant Place Addition" as recorded in Liber 1-F of Plats, Page 283, thence South 00° 30' 12" West, along said Westerly line, 173.58 feet to the centerline of State Highway U.S. 12, thence South 72° 36' 58" West, along said centerline, 525.40 feet, thence North 00° 30' 12" East, parallel to said Westerly line of "Pleasant Place Addition", 1115.82 feet, thence South 89° 29' 48" East, at right angles, 500.00 feet to said Westerly line, thence South 00° 30' 12" West, along said Westerly line, 780.87 feet to the point of beginning.

Containing 11.88 acres more or less.

Subject to the rights of the public lying in State Highway U.S. 12.