

Recorded _____
at _____ o'clock _____
Liber _____ of Deeds, Page _____
Register of Deeds.

WARRANTY DEED
Acknowledgment by person.

Know All Men By These Presents: That RICHARD E. WIGGINS and BETTE WIGGINS, husband & wife, of Grand Rapids, Michigan; WOODWARD S. SMITH and JUDITH A. SMITH, husband & wife, of Mt. Pleasant, Michigan; and ROGER GUST and Warrant To GUST and PROVADA GUST, husband & wife, of Pierson, Michigan.
M & M PROJECT SALES COMPANY, A Michigan Corporation, of 26111 Evergreen, Southfield, Michigan,

the following described premises situated in the City of Mt. Pleasant, County of Isabella and State of Michigan, to-wit:

Part of Outlot "A" of the Plat of Lynnwood, City of Mt. Pleasant, Michigan, described as follows: Commencing at the SE corner of Outlot A, Lynnwood Subdivision, City of Mt. Pleasant, Michigan, thence West, 270.0' along the South line of Outlot A; thence North 230.0'; thence West, 200.0' to the West line of Outlot A; thence North, 210.0' along said West line; thence East, 135.0'; thence South, 18.17'; thence East 335.0' to the East line of Outlot A; thence South, 422.12' along said East line to the POB and subject to restrictions, reservations, rights-of-way and easements of record. No building shall be constructed on Mission frontage to depth of 200' from Mission Street, without consent of American Security Bank, Mt. Pleasant, Michigan. No banking, drive-in banking, savings & loan operation or any other type of financial institution receiving deposits or making loans, other than American Security Bank, shall use said premises for a period of 21 years from date without the consent of American Security Bank. This conveyance is also subject to the terms and conditions of an unrecorded parking agreement, dated August 3, 1971, between Auto-Cine, Inc., and Wiggins & Smith, a Partnership together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, ship & Roger Gust

for the sum of One (1.00) DOLLAR & OTHER VALUABLE CONSIDERATIONS

Dated this 28th day of February A. D. 19 74.

Signed, Sealed and Delivered in Presence of:
Elinore M. Hodge
Elinore M. Hodge
William M. McClintic
William M. McClintic

Richard E. Wiggins (SEAL)
Richard E. Wiggins
Bette Wiggins (SEAL)
Bette Wiggins
Woodward S. Smith (SEAL)
Woodward S. Smith
Judith A. Smith (SEAL)
Judith A. Smith
Roger Gust (SEAL)
Roger Gust
Provada Gust (SEAL)
Provada Gust

STATE OF MICHIGAN
COUNTY OF Isabella } SS.

On this 28th day of February, A. D. 19 74 before me personally appeared Richard E. Wiggins & Bette Wiggins, husband & wife; Woodward S. Smith & Judith A. Smith, husband and wife; and Roger Gust & Provada Gust, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged

that they executed the same as their free act and deed.
My Commission Expires June 29, 1975.
A. D. 19

Lynn Grimm (Lynn Grimm)
Notary Public, Clare County, Michigan

THIS INSTRUMENT PREPARED BY: WILLIAM M. MCCLINTIC, ATTORNEY Acting in Isabella County of MICHIGAN RECEIVED FOR RECORD
500 SOUTH MAIN

This form was prepared by M.F. PLEASANT, MICHIGAN of _____
1974 MAR 13 11 07

Office of The Treasurer of Isabella County,
March 13 1974

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the above described premises, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

James J. Beisbach
County Treasurer.

Mt. Security Agree L. 722 Pg. 308 SEE DEED L. 1088 Pg 48
MTG. SECURITY AGREE. L. 704 Pg. 666

South Town., Inc. Received for Record this 15th day of
To: Lynnwood June A. D., 19 56 at 9:30
o'clock A M *Roy N. Zingery* Register

Declaration of Protective Covenants
of Lynnwood, an addition to the City
of Mt. Pleasant, Michigan, same being
a part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section
23, T14N, R4W, Isabella County, Michigan.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their Heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

I.

AREA OF APPLICATION

- 1 (a) The residential area covenants in part 2 shall apply to all areas of said plat except Outlots A, B, & E.
- 1 (b) The business area covenants in part 3 shall only apply to Outlots A, B, & E.
- 1 (c) The park area covenants in part 4 shall only apply to Outlots C & D.

II.

RESIDENTIAL AREA COVENANTS
LAND USE AND BUILDING TYPE

- 2 (a) No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage.

ARCHITECTURAL CONTROL COMMITTEE

- 2 (b) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in

the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Thomas S. Mask, C. R. Carnahan, and Ray D. Markel, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and of its designated representative, shall continue until the 1st day of January, 1961, and shall be automatically extended for successive 5 year periods unless by a vote of the majority of the then owners of the lots it is decided to discontinue said committee.

DWELLING SIZE

2 (c) No dwelling shall be erected or placed on any lot in the subdivision, which dwelling has a ground floor area of the main structure, exclusive of one-story open porches and car ports of less than 1,100 square feet.

BUILDING LOCATION

2 (d) No dwelling shall be located on any lot nearer than 40 feet to the front lot line except Lot #1. All dwellings erected on lots 6, 7, 18, 19 and 32 shall be located not less than 20 feet from the East lot line. All dwellings erected on lots 37, 39 and 41 shall be located not less than 40 feet from both the North and West lot lines. All dwellings erected on lots 38 and 40 shall be located not less than 40 feet from both the South and West lot lines. All dwellings erected in this subdivision shall be erected so as to provide uniformity of the side drive locations and a minimum of not less than 20 feet between dwellings. Side drives shall be not less than 9 feet in width.

LOT AREA AND WIDTH

2 (e) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9,880 feet, nor a width of less than 76 feet at the front building setback line, except lots 12 and 13.

EASEMENTS

2 (f) Easements for installation and maintenance of utilities, drainage and protective screen planting of not less than 7 1/2 feet are reserved at the rear of all lots.

NUISANCES

2 (g) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

2 (h) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

BUILDING USE

2 (i) No professional, manufacturing, mercantile or other commercial ventures shall be carried on or permitted in the residential area of the plat nor shall any schools or public buildings of any type be erected in said area.

SIGNS

2 (j) No sign or other advertising device of any character shall be erected or maintained upon any part of the residential area, except that (1) on any one lot, one sign not larger than 18 x 24 inches advertising the property for sale or rent may be erected and maintained; (2) the owner of the plat or his duly authorized agents may erect and maintain on said property, such signs or other advertising devices as may be necessary or desirable in connection with the promotion and development and sale of lots in said plat.

FENCES OR WALLS

2 (k) No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless approved by the Architectural Control Committee.

DESTRUCTION OF BUILDINGS

2 (l) Any building either partially or totally destroyed by any means shall be fully repaired or removed from the premises within a period of sixty (60) days following such destruction.

GRADE LINE

2 (m) The grade line of all residence buildings constructed on any street of this subdivision shall be at least 6 inches above the established sidewalk grade in front of the premises.

III.

BUSINESS AREA COVENANTS

3 (a) Outlots A, B, and C may be used for residential, business, educational, or religious purposes, and any and all buildings erected thereon shall conform with the zoning regulations of the City of Mt. Pleasant, Michigan.

IV.

PARK AREA COVENANTS
and D

4 (a) Outlots C/may be used for residential, educational, religious, or park purposes, and any and all buildings erected thereon shall conform with the zoning regulations of the City of Mt. Pleasant, Michigan.

V.

SPECIAL ASSESSMENT IMPROVEMENTS

5 (a) Acceptance of a conveyance of lots in this subdivision shall constitute an express waiver of any right of objection to the installation of sewer, water, street or sidewalk improvements upon a special assessment basis.

Witness:
Adella M. Westbrook
Adella M. Westbrook
Roy H. Zingery
Roy H. Zingery

South Town, Inc.,
A Michigan Corporation

By Ray D. Markel President
Douglas McFarlane Secretary

JURAT OR ACKNOWLEDGMENT—BY A CORPORATION.

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STATE OF MICHIGAN, }
COUNTY OF Isabella } ss.

On this 14th day of June 1956, before me a Notary Public within and for said County, personally appeared Ray D. Markel and Douglas McFarlane to me personally known, who, being by me duly sworn, did each for himself say that they are Respectfully the President and Secretary of South Town, Inc. the Corporation named in the foregoing 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 Ray D. Markel and Douglas McFarlane acknowledged said instrument to be the free act and deed of said Corporation.

- NOTES
1. If more than one officer acknowledges, insert at 1, "each for himself."
 2. If more than one officer acknowledges, insert at 2, "they are respectively."
 3. Insert at 3, "President and Secretary," or the title of the officers executing the instrument.

Adella M. Westbrook
Adella M. Westbrook
Notary Public, Isabella County, Michigan.
My commission expires June 21 1956

L 722 Pg 308 Mtr. Security Agree. SEE DEED L-1088 Pg 48
L 704 Pg 666 MTR. SECURITY AGREE.

RTTB. 209-3529
770 20

South Town., Inc.
To: Consumers Power Company

Parcel #LA
Recorded for Record this 12th day of
December 57 A. D. 19 2:00
elect P *Ray D. Markel*

South Town, Inc., a corporation

part Y of the first part, in consideration of One Dollar (\$1.00), paid by the CONSUMERS POWER COMPANY, a Maine corporation, authorized to do business in Michigan, at 212 W. Michigan Avenue, Jackson, Michigan, party of the second part, the receipt of which is hereby acknowledged, GRANTS and CONVEYS to the party of the second part, its successors and assigns, the easement and right to erect and maintain guy wires and anchor on, over and across the following described parcel of land in the City of Mount Pleasant, County of Isabella and the State of Michigan, to-wit:

Outlot "A" of the plat of Lynnwood, City of Mount Pleasant, Michigan.

The route to be taken by said guy wires and anchor across said land being more specifically described as follows:

Second party may locate guy wires and anchor running in a Northerly and Southerly direction on, over and across said above described land on a line as heretofore located and staked.

With full right and authority to the party of the second part, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such guy wires and anchor.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attached by its _____ Secretary, this 19th day of July, 1957.

Signed, Sealed and Delivered in Presence of

Howard R. Newcomb
Howard R. Newcomb
Walter Evey
Walter Evey
Lester K. Sedine
Lester K. Sedine
Walter Evey
Walter Evey

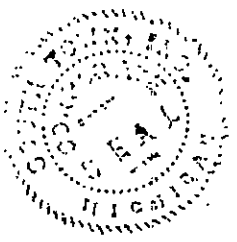
SOUTH TOWN, INC.
By *Ray D. Markel* (L.S.)
Ray D. Markel President
Attest *Douglas W. McFarlane* (L.S.)
Douglas W. McFarlane Secretary

(L.S.)

(L.S.)

STATE OF MICHIGAN }
County of Isabella } ss.

On this 19th day of July, 1957, before me, a Notary Public of Gratiot County, Michigan, acting in Isabella County, personally appeared Ray D. Markel, to me personally known, who being by me duly sworn, did say that he is President of South Town, 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 Ray D. Markel acknowledged said instrument to be the free act and deed of said corporation.



Walter R. Evey
Walter R. Evey
Notary Public, Gratiot Co., Mich.
My commission expires November 27, 1959

LIBER 346 PAGE 533

STATE OF MICHIGAN
COUNTY OF ISABELLA
REGISTERED

Recorded _____
at _____ o'clock _____
Liber _____ of Deeds, Page _____

WARRANTY DEED
Acknowledgment by return.

NOV 25 1970

Register of Deeds.

Know All Men By These Presents, That EARL G. HARTMAN and
CAROLINE M. HARTMAN, husband and wife, of Mt. Pleasant, Michigan,

Convey and Warrant To EXCHANGE SAVINGS BANK, a Michigan Banking
Corporation, of Mt. Pleasant, Michigan,

the following described premises situated in the City of Mt. Pleasant, County of
Isabella and State of Michigan, to-wit:

The South 230 feet of the West 200 feet of Outlot A of Lynnwood,
according to the Plat recorded in Liber 5 of Plats, Page 301, except
the South 150 feet of the West 150 feet thereof; subject to
restrictions and easements of record; excepting an easement for ingress
and egress to remainder of Outlot A over 24 foot black-topped strip
on East 50 feet thereof. Location on 50 feet may be changed from
present black-topping at option of Grantee, at Grantee's expense.
Grantor covenants that no buildings will be constructed on remaining
Mission frontage of Grantor abutting said land on the North to a depth
of 200 feet from Mission. For purposes of Plat Act, entire South
230 feet of West 200 feet of Outlot A shall be considered one parcel.

Together with all hereditaments and appurtenances thereto belonging or in anywise appertaining.

for the sum of ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATIONS.

Dated this 25th day of November, A. D. 1970.

Signed, Sealed and Delivered in Presence of:

Jean G. McClintic
Jean G. McClintic
Joyce Pepperman
Joyce Pepperman

Earl G. Hartman [SEAL]
Earl G. Hartman
Caroline M. Hartman [SEAL]
Caroline M. Hartman [SEAL]

STATE OF MICHIGAN }
COUNTY OF Isabella } SS.

On this 25th day of November, A. D. 1970, before me personally appeared
Earl G. Hartman and Caroline M. Hartman, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged
that they executed the same as their free act and deed.

My Commission Expires
July 23, A. D. 1971.

Joyce Pepperman
Notary Public, Isabella County, Michigan.
(Joyce Pepperman)

This instrument prepared by acting in _____ county.
Jean G. McClintic, Attorney

This form was prepared by _____ of _____
Mt. Pleasant, Michigan

Office of The Treasurer of _____ County,

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description,
and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

Jarvis H. Bannister
County Treasurer.