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2- 4081

GRANT OF EASEMENT

LIBER 1549 PG0132

Gregory D. Bonnema and Bonnie L. Bonnema (Husband and Wife), and C. Dean Cramer and Joanne Cramer (Husband and Wife) whose address is 8778 East H Avenue, Kalamazoo, Michigan 49001 (Grantors) in consideration of and pursuant to a zoning variance granted by the Zoning Board of Appeals of the Charter Township of Comstock on February 25, 1992, hereby assign, grant and convey unto the Grantee, THE CHARTER TOWNSHIP OF COMSTOCK, Kalamazoo County, Michigan, a municipal corporation organized under the laws of the State of Michigan, whose principal office is at 6138 King Highway, Kalamazoo, Michigan 49001, and to said Grantee's successors and assigns, an easement for public highway, drainage, and utility purposes over the following described parcel, reserving, however, to Grantors, the use, possession and control of said parcel until such time as the Grantee or its successors or assigns constructs a highway over said parcel.

Said parcel of land located in the Charter Township of Comstock, County of Kalamazoo,

Commencing at the Northeast corner of Section 10, T. 2 S., R. 10 W; thence North 89° 53' 30" West along the North line of said Section, 1001.94 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 53' 30" West along the North line of said Section, 66.04 feet; thence South 2° 06' 29" West 800.0 feet to a point which is 225.0 feet East of the West line of the East 1/4 of the Northeast 1/4 of said Section; thence South 0° 19' 03" West parallel to the West line of the East 1/4 of the Northeast 1/4 of said Section 1833.73 feet to the East and West 1/4 line of said Section; thence South 89° 55' 47" East thereon 66.02 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/4 of the Northeast 1/4 of said Section 1832.41 feet; thence North 2° 06' 29" East, 801.27 feet to the North line of said Section and to the place of beginning.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 2nd day of March, 1992.

Signed in the Presence of:

Nettie Van Middlesworth
Nettie VanMiddlesworth
Bonnie B. Valkner
Bonnie B. Valkner

Nettie Van Middlesworth
Nettie VanMiddlesworth
Bonnie B. Valkner
Bonnie B. Valkner

Gregory D. Bonnema
Gregory D. Bonnema
Bonnie L. Bonnema
Bonnie L. Bonnema
C. Dean Cramer
C. Dean Cramer
Joanne Cramer
Joanne Cramer

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

> ss.

The foregoing Easement was acknowledged before me this 9th day of March, 1992.

STATE OF MICHIGAN Nettie A. Van Middlesworth
COUNTY OF KALAMAZOO
Notary Public
Kalamazoo County, State of Michigan
My Commission Expire: 11-21-95

DRAFTED BY:
Alan H. Silverman, P.C.
606 Comerica Building
Kalamazoo, Michigan 49007
Telephone: (616) 381-2090
JNR:ek/B&C/easement

'92 MAR 12 AM 11 18

Jamie J. Jorgensen
CLERK-REGISTER

NETTIE A. VAN MIDDLESWORTH
Notary Public - Calhoun County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires November 21, 1995

ROAD MAINTENANCE AGREEMENT

LIBER 1553 PG0808

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5643

L.

NOW COME GREGORY D. BONNEMA and BONNIE BONNEMA, husband and wife, of East 8828 "H" Avenue, Kalamazoo, Michigan 49004 ("Bonnemas") and CARL DEAN CRAMER and JOANNE CRAMER, husband and wife of 8850 East "H" Avenue, Kalamazoo, Michigan 49004 ("Cramers") and 2206 Golfview, Kalamazoo, Michigan ("Bornhorsts") and B & C GREENHOUSES, INC., a Michigan corporation of 8778 East "H" Avenue, Kalamazoo, Michigan 49004 ("B & C") and hereby collectively agree as follows:

WHEREAS Bornhorsts are presently purchasing the real property below described from Bonnemas, commonly described as:

A parcel of land located in the Northeast ¼ of Section 10, Comstock Township, Kalamazoo County, Michigan, and more particularly described as follows: Commencing at the Northeast corner of Section 10, T2S, R10W; thence North 89°-53'-30" West along the North line of said Section 495.0 feet; thence South 0°-20'-24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0°-20'-24" West parallel to the East line of said Section 556.79 feet to the East and West ¼ line of said Section; thence North 89°-55'-47" West thereon 530.95 feet; thence North 0°-19'-03" East parallel to the West line of the East ½ of the Northeast ¼ of Section 10, T2S, R10W 556.79 feet; thence South 89°-55'-47" East parallel to the East and West ¼ line of Section 531.17 feet to the place of beginning.

WHEREAS, Bonnemas & Cramers jointly own the real property commonly described as 8778 East "H" Avenue, Kalamazoo, Michigan 49004, and legally described as follows:

Township of Comstock, Kalamazoo County, Michigan, to-wit: A parcel of land located in the Northeast quarter of Section 10 commencing at the Northeast corner of said Section 10, Town 2 South, Range 10 West; thence North 89°-53'-30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89°-53'-30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0°-19'-03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89°-55'-47" East thereon 821.95 feet; thence North 0°-20'-24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89°-53'-30" West parallel with the North line of said Section 10 a distance of 200 feet thence North 0°-20'-24" East parallel with the East line of said Section 10 to the point of beginning. Subject to a right of way for road purposes over the North 33 feet thereof.

AND WHEREAS B & C is operating a greenhouse on the Bonnemas and Cramers jointly owned property;

CLERK - REGISTER

APR 1 AM 11 25

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

WHEREAS, the parties wish to establish a road maintenance agreement for the road easement granted to the Charter Township of Comstock for public highway, drainage, and utility purposes by Grant of Easement found in Liber 1549, Page 0132, Kalamazoo County Records described as follows:

A parcel of land located in Section 10, Comstock Township, Kalamazoo County, Michigan and more particularly described as follows: Commencing at the Northeast corner of Section 10, T2S, R10W; thence North 89°-53'-30" West along the North line of said Section, 1001.94 feet for the place of beginning of the land hereinafter described; thence continuing North 89°-53'-30" West along the North line of said Section 66.04 feet; thence South 2°-06'-29" West 800.0 feet to a point which is 225.0 feet East of the West line of the East ½ of the Northeast ¼ of said Section; thence South 0°-19'-03" West parallel to the West line of the East ½ of the Northeast ¼ of said Section 1833.73 feet to the East and West ¼ line of said Section; thence South 89°-55'-47" East thereon 66.02 feet; thence North 0°-19'-03" East parallel to the West line of the East ½ of the Northeast ¼ of said Section 1832.41 feet; thence North 2°-06'-29" East, 801.27 feet to the North line of said Section and to the place of beginning.

NOW THEREFORE, the parties hereto understand and agree as follows:

B & C, its successors and assigns, will maintain the road easement for the purpose of ingress and egress to the Bonnema property being purchased by the Bornhorsts and keep it traversable 365 days per year. This maintenance includes, but is not limited to, snow removal, grading and keeping the easement free of large gullies and ruts.

Bornhorsts, their successors and assigns, agree to pay to B & C, its successors and assigns, the sum of \$100.00 per year for maintenance of the road easement.

In the event B & C no longer is in business, Bonnemas and Cramers, or their successors in interest to Bonnemas' and Cramers' jointly owned property, agree to maintain the road easement as provided in this agreement.

This road maintenance agreement and covenants herein are to run with the land and are binding upon the parties hereto, their heirs, successors and assigns, only until such time as the Charter Township of Comstock commences to maintain the road easement as a public right of way.

The parties further agree that if any party fails to perform hereunder, the other party may pay same and may proceed at law to collect the sums paid and not reimbursed.

This represents the entire agreement between the parties and there are no other agreements, oral or written, which are not incorporated within this document. This agreement is the product of negotiation and no party shall be deemed the drafter.

This agreement when signed by all parties, becomes binding upon the parties hereto, their heirs, successors and assigns.

Signed in the Presence of:

C. REID HUDGINS

MARY M. KEENAN

Gregory D. Bonnema

Bonnie L. Bonnema

Kevin R. Bornhorst

Diane C. Bornhorst

B & C GREENHOUSES, INC.

By Gregory D. Bonnema
Its President
Vice

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

ss.

The foregoing Road Maintenance Agreement was acknowledged before me this
26TH, day of MARCH, 1992. BY GREGORY D. BONNEMA, BONNIE L. BONNEMA,
KEVIN R. BORNHORST AND DIANE C. BORNHORST

Wendy J. Beach
WENDY J. BEACH, N/K/A WENDY J. ROHWILSON, Notary Public
Kalamazoo County, State of Michigan
My Commission Expire: SEPTEMBER 26, 1995

Nettie A. Van Middlesworth
NETTIE A. VAN MIDDLESWORTH

Bonnie B. Valkner
BONNIE B. VALKNER

Carl Dean Cramer
Carl Dean Cramer

Joanne Cramer
Joanne Cramer

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

LIBER 1553 PG 0811

The foregoing Road Maintenance Agreement was acknowledged before me this
25, day of March, 1992. BY CARL DEAN CRAMER AND JOANNE CRAMMER

Bonnie B. Val-Kner
Notary Public
Kalamazoo County, State of Michigan
My Commission Expires: 1-3-92

BONNIE B. VAL-KNER
Notary Public, Kalamazoo County, Michigan
My Commission Expires January 3, 1993

DRAFTED BY:
Alan H. Silverman, P.C.
606 Comerica Building
Kalamazoo, Michigan 49007
Telephone: (616) 381-2090
JNR:ckt\B&C\roadmain.agr

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

'94 OCT 19 AM 11 11

James J. Young
CLERK-REGISTER

WARRANTY DEED

37250

LIBER 1754 PG 0372

4198 *Sub 141737*
3001-10-230-011
The Grantor(s) Gregory D. Bonnema and Bonnie L. Bonnema, husband and wife whose address is 17960 West Spring Lake Road, Spring Lake, Michigan 49456,

CONVEY(S) and WARRANT(S) to C. Dean Cramer and Joanne Cramer, husband and wife, whose address is 8850 East "H" Avenue, Kalamazoo, Michigan 49004;

An undivided one-half (1/2) interest in the following described premises situated in the Township of Comstock, County of Kalamazoo, State of Michigan:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 53' 30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0° 19' 03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89° 55' 47" East thereon 821.95 feet; thence North 0° 20' 24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89° 53' 30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 0° 20' 24" East parallel with the East line of said Section 10 to the point of beginning. Except the following two parcels of land:

PARCEL 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.0 feet; thence South 0° 20' 24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 556.79 feet to the East and West 1/4 line of said Section; thence North 89° 55' 47" West thereon 530.95 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/2 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.17 feet to the place of beginning.

PARCEL 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.0 feet; thence South 0° 20' 24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 552.79 feet; thence North 89° 55' 47" West parallel to the East and West 1/4 line of said Section 531.17 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/4 of the Northeast 1/4 Section 10, Town 2 South, Range 10 West 552.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.39 feet to the place of beginning.

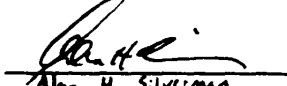
Subject to all conditions, restrictions, easements and limitations of record. Also subject to a certain mortgage granted to First of America Bank - Michigan, N.A. dated October 24, 1986 and recorded November 6, 1986, in Liber 1296, Page 813, Kalamazoo County Records, as increased and modified, a security interest granted to First of America Bank - Michigan, N.A., as appears in a financing statement recorded November 13, 1986, in Liber 1297, Page 678, Kalamazoo County Records, and a security interest granted to Kalamazoo Valley Plant Growers Cooperative, Inc., as appears in a financing statement recorded December 18, 1987, in Liber 1350, Page 1076, Kalamazoo County Records, and an oil and gas lease in favor of Southwestern Oil Company, dated June 12, 1980, and recorded June 19, 1980, in Liber 1096, Page 972, Kalamazoo County Records.

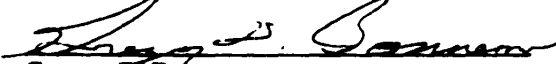
For the sum of: See Real Estate Transfer Valuation Affidavit

Dated: October 7, 1994

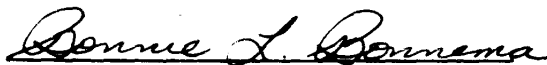
LIBER 1754 Pg 0373

Signed in the presence of:


Alan H. Silverman

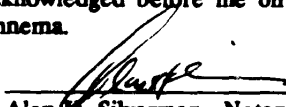

Gregory D. Bonnema


Tamara M. Hall


Bonnie L. Bonnema

STATE OF MICHIGAN)
 > ss
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on October 7, 1994, by
Gregory D. Bonnema and Bonnie L. Bonnema.


Alan H. Silverman, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 09/22/96

Drafted By:

Silverman, Rodbard & Smith, P.C.
Alan H. Silverman
606 Comerica Bldg
Kalamazoo, MI 49007

When Recorded Return to:

Silverman, Rodbard & Smith, P.C.
Alan H. Silverman
606 Comerica Bldg
Kalamazoo, MI 49007

Send Subsequent Tax Bills to:

C. Dean and Joanne Cramer
8850 East "H" Avenue
Kalamazoo, MI 49004

Tax Parcel # 39M-10-230-011

Recording Fee _____

ATTACHED TO: 1754-0373-001

Warranty Deed

2

Bonnema/Cramer



2001-001979
Page: 1 of 2
01/17/2001 03:56P

GREENSTONE FARM CRED QC-Kalamazoo

QUIT-CLAIM DEED

B & C Greenhouses, Inc., a Michigan Corporation, whose address is 8778 E H Ave., Kalamazoo, Michigan 49048-5878 convey and quit claim to

Carol Dean Cramer aka C. Dean Cramer and Joanne Cramer, husband and wife, as tenants by the entireties, whose address is 8778 E H Ave., Kalamazoo, MI 49048-5878

the following described lands and premises situated in the Township of Comstock, County of Kalamazoo, State of Michigan:

(SEE EXHIBIT "A" ATTACHED)

Tax No.3907-10-230-011

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by Act No. 288 of the Public Acts of 1967, as amended.

The grantor grants to the grantee, without warranty and subject to local ordinance, the right to make any future land divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

In consideration of the sum of **(\$100.00) LESS THAN ONE HUNDRED AND NO/100 DOLLARS**

Signed in the presence of:

Dated: January 15, 2001

Dennis K. Nykamp
Dennis K. Nykamp
Diane Guarisco
Diane Guarisco

B & C GREENHOUSES, INC.

C. Dean Cramer
BY: C. Dean Cramer
Its: President

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) SS.

Acknowledged before me this 15th day of January, 2001 by C. Dean Cramer, President of B & C Greenhouses, Inc., for and on behalf of said corporation..

Dennis K. Nykamp
Dennis K. Nykamp
Notary Public
Kalamazoo County, Michigan
My Commission Expires: 11/26/01

This Instrument Drafted By:
Peter F. Davis, Esq.
KREIS, ENDERLE, CALLANDER & HUDGINS
One Moorsbridge
Portage, MI 49024

TITLE NOT EXAMINED BY DRAFTER

EXHIBIT "A"

Situated in the Township of Comstock, Kalamazoo County, Michigan:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 53' 30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0° 19' 03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89° 55' 47" East thereon 821.95 feet; thence North 0° 20' 24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89° 53' 30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 0° 20' 24" East parallel with the East line of said Section 10 to the point of beginning. Except the following two parcels of land:

PARCEL 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.0 feet; thence South 0° 20' 24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 556.79 feet to the East and West 1/4 line of said Section; thence North 89° 55' 47" West thereon 530.95 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/2 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.17 feet to the place of beginning.

PARCEL 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.0 feet; thence South 0° 20' 24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 552.79 feet; thence North 89° 55' 47" West parallel to the East and West 1/4 line of said Section 531.17 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/4 of the Northeast 1/4 Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.39 feet to the place of beginning.



849

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2009 MAR 11 AM 9:01
COUNTY OF KALAMAZOO



MORTGAGE FOR MICHIGAN

Form Approved - OMB No. 0560-0237
(See Page 6 for Privacy Act and Public Burden Statements.)

FSA-2029 MI
(02-02-09)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

THIS MORTGAGE ("instrument") is made on March 10, 2009. The mortgagor is B and C

Group LLC ("Borrower") whose mailing address is 8778 East H Avenue, Kalamazoo,
Michigan 49048. This instrument is given to the United States of America, acting

through the Farm Service Agency, United States Department of Agriculture ("Government") located at 13464 Preston
Drive, Suite 100, Marshall, MI 49068.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>March 10, 2009</u>	<u>\$300,000.00</u>	<u>2.000%</u>	<u>March 10, 2010</u>

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note. This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government, and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Michigan. County or Counties of Kalamazoo

Initial CD date 3-10-09

FSA-2029-MI (02-02-09) Page 1 of 7

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

Initial CDC date 3-10-09



2009-007098

Page: 2 of 8

03/11/2009 09:07A

19) Page 2 of 7

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

Initial cdc date 3-10-09



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21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. **Assignment of leases and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.



Initial ede date 3-10-09

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30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

C. Dean Cramer
C. Dean Cramer, Member

(SEAL)

Joanne Cramer
Joanne Cramer, Member

(SEAL)

ACKNOWLEDGMENTS

STATE OF MICHIGAN) ss.
COUNTY OF CALHOUN)

Acknowledged before me, the undersigned Notary Public, by C. Dean Cramer, member, and Joanne Cramer, member on behalf of the B & C Group LLC on this 10th day of March, 2009, personally known to me as the individuals described in the foregoing instrument; and who this day also acknowledged before me that as his/her voluntary act and deed, he/she executed this document for the uses and purposes described within.

AS WITNESS to this acknowledgement, my signature appears below.

GEORGIANN L. BETTY
NOTARY PUBLIC, STATE OF MI
COUNTY OF CALHOUN
MY COMMISSION EXPIRES JAN 14, 2012
ADDRESS: COUNTY OF CALHOUN

Georgiann L. Betty
Georgiann L. Betty, Notary Public

Commission Expires: 07/14/2012

The form of this instrument was prepared by: Office of General Counsel, United States Department of Agriculture, 230 South Dearborn Street, Room 2920, Chicago, Illinois 60604. The material in the blank spaces in the form was inserted by or under the direction of Phillip R. DeYoung, FLM, Farm Service Agency, 13464 Preston Drive, Suite 100, Marshall, MI 49068. After recording, return this document to the FSA employee named above.



Initial CDE date 3-10-09

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Initial ede date 3-10-09


FARM SERVICE MTG-Kalamazoo ROD 2009-007098
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NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.



Initial cdc date 3-10-09

FSA-2029-MI (02-02-09) Page 7 of 7

EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89°53'30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0°19'03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89°55'47" East thereon 821.95 feet; thence North 0°20'24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89°53'30" West parallel with the North line of said Section 10; a distance of 200 feet; thence North 0°20'24" East parallel with the East line of said Section 10 to the point of beginning. Except the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 0°20'24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0°20'24" West parallel to the East line of said Section 556.79 feet to the East and West ¼ line of said Section; thence North 89°55'47" West thereon 530.95 feet; thence North 0°19'03" East parallel to the West line of the East ½ of the Northeast ¼ of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89°55'47" East parallel to the East and West ¼ line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 0°20'24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0°20'24" West parallel to the East line of said Section 552.79 feet; thence North 89°55'47" West parallel to the East and West ¼ line of said Section 531.17 feet; thence North 0°19'03" East parallel to the West line of the East ¼ of the Northeast ¼ Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89°55'47" East parallel to the East and West ¼ line of said Section 531.39 feet to the place of beginning.

Subject to existing highways, easements and rights of way of record.

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COUNTY OF KALAMAZOO

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Pages: 1 of 6 MTG

UNITED STATES DEPARTMENT OF AGRICULTURE

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



MORTGAGE FOR MICHIGAN

Form Approved - OMB No. 0560-0237

(See Page 6 for Privacy Act and Public Burden Statements.)

FSA-2029 MI
(02-02-09)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

THIS MORTGAGE ("instrument") is made on December 5, 2012. The mortgagor is B AND C GROUP, LLC

(("Borrower")) whose mailing address is 8778 EAST H AVENUE, KALAMAZOO

MICHIGAN 49048. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 13464 PRESTON DRIVE, SUITE 100, MARSHALL, MI. 49068

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
DECEMBER 5, 2012	\$300,000.00	1.125	DECEMBER 5, 2013

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note. This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government, and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Michigan, County or Counties of KALAMAZOO:

Initial CC date 12-5-12

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J.C 12-5-12

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

Initial Q.C. date 12-5-12

Q.C. 12-5-12

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Pages: 2 of 6

MTG

UNITED STATES DEPARTMENT OF AGRICULTURE

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

Initial *EDC* date *12-5-12*
J.C. *12-5-12*

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UNITED STATES DEPARTMENT OF AGRICULTURE
Timothy A. Snow County Clerk/Register Kalamazoo County, MI
} of 6

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. **Assignment of leases and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

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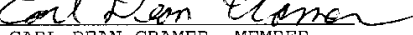
FSA-2029-MI (02-02-09) Page 4 of 6

Initial date

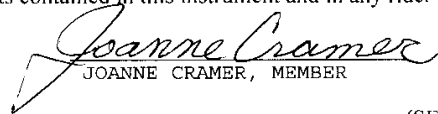
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30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.


CARL DEAN CRAMER, MEMBER

(SEAL)


JOANNE CRAMER, MEMBER

(SEAL)


ACKNOWLEDGMENTS

STATE OF MICHIGAN }
 } ss
COUNTY OF KALAMAZOO }


Acknowledged before me, the undersigned Notary Public, by Carl Dean Cramer, member and Joanne Cramer, member on behalf of the B and C Group, LLC on this 5th day of December, 2012, personally known to me as the individuals described in the foregoing instrument; and who this day also acknowledged before me that as his/her voluntary act and deed, he/she executed this document for the uses and purposes described within.

As Witness to this acknowledgement, my signature appears below.


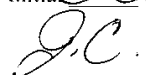
My Commission Expires: 9/23/2015


Dana L. Sherman, Notary Public for St. Joseph County
Acting in Kalamazoo County, Michigan

The form of this instrument was prepared by: Office of General Counsel, United States Department of Agriculture, 230 South Dearborn St., Room 2920, Chicago, Illinois 60604. The material in the blank spaces in the form was inserted by or under the direction of Mack A. Francoeur, Jr., Farm Loan Manager, Calhoun County FSA, 13464 Preston Dr., Suite 100, Marshall, MI. 49068. After recording, return this document to the FSA employee named above.

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Note: Page 6 of 6 contains Privacy Act and Public Burden Statements and will not be recorded.

Initial  date 12-5-12
 12-5-12

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Attachment "A" to RE Mortgage

Legal Description for B and C Group, LLC

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89 degrees 53' 30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89 degrees 53'30" West along the North line of said Section 622.98 feet to the West line of the East Half of the Northeast quarter of said Section; thence South 0 degrees 19'03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89 degrees 55'47" East thereon 821.95 feet; thence North 0 degrees 20'24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89 degrees 53'30" West parallel with the North line of said Section 10; a distance of 200 feet; thence North 0 degrees 20'24" East parallel with the East line of said Section 10 to the point of beginning. Except the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89 degrees 53'30" West along the North line of said Section 495.0 feet; thence South 0 degrees 20'24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0 degrees 20'24" West parallel to the East line of Said Section 556.79 feet to the East and West ¼ line of said Section; thence North 89 degrees 55' 47" West thereon 530.95 feet; thence North 0 degrees 19'03" East parallel to the West line of East ½ of the Northeast ¼ of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89 degrees 55'47" East parallel to the East and West ¼ line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of section 10, Town 2 South, Range 10 West; thence North 89 degrees 53'30" West along the North line of said Section 495.0 feet; thence South 0 degrees 20'24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0 degrees 20'24" West parallel to the East line of said Section 552.79 feet; thence North 89 degrees 55'47" West parallel to the East and West ¼ line of said Section 531.17 feet; thence North 0 degrees 19'03" East parallel to the West line of the East ¼ line of said Section 531.17 feet; thence North 0 degrees 19'03" East parallel to the West line of the East ¼ of the Northeast ¼ Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89 degrees 55'47" East parallel to the East and West ¼ line of said Section 531.39 feet to the place of beginning.

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GREENSTONE FARM CREDIT SERVICES
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**MICHIGAN OPEN-END MORTGAGE
THIS IS A FUTURE ADVANCE MORTGAGE**

BGM401 (06/12)

Drafted By: Diane Prior, GreenStone FCS
225 W. Lyon St
Schoolcraft, MI 49087

Return To: GreenStone Farm Credit Services
Attn: Diane Prior
225 W. Lyon St
Schoolcraft, MI 49087
No(s): 7746642600

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$303,100.00

This Mortgage, dated December 31, 2012, is by: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, Husband and Wife (after this called "Mortgagors" whether one or more), whose mailing address is: 8778 E H Ave, Kalamazoo, MI 49048-5878 to GreenStone Farm Credit Services, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is: 3515 West Rd., East Lansing, MI 48823.

For valuable consideration, Mortgagors grant, sell, mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in the county or counties of Kalamazoo, Michigan, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$303,100.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 1 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)"), as follows

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
December 31, 2012	\$303,100.00	September 01, 2032

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed \$303,100.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced

by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

1. **Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.

2. **Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires), and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies shall pass to Mortgagee.

3. **Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.

4. **Pro Rata Payments.** Mortgagee may, at its option, require Mortgagors to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.

5. **Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagors fail to perform any agreement or term contained in this Mortgage, or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

6. **Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

7. **Maintain Premises.** (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

8. **Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.

9. **Use of Loan Proceeds.** The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10. **Assignment of Rents.** Mortgagors by this Mortgage assign to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagors, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

11. **Minerals and Eminent Domain.** In this paragraph 11 "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagors from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagors, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

12. **Actions Not Affecting Lien or Liability.** Without affecting the priority of the lien of this Mortgage or the liability of Mortgagors or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagors: (a) release all or part of the premises from the li

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and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note (s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13. **Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagors warrant that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement (s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the commencement of any proceeding by or against any of the Mortgagors under the provisions of any bankruptcy or insolvency laws; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both; (b) Sell the premises at public auction and execute to the purchaser(s), deeds of conveyance in accordance with the statutes; (c) At any sale held pursuant to this power of sale or pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Tax Refunds.** Mortgagors give Mortgagee a security interest in all existing and future tax refunds for the premises under the Michigan Farmland and Open Space Preservation Act to secure the payment of all property taxes and associated interest, penalties and fees on the premises. Mortgagors agree to execute and deliver any documents requested by Mortgagee to evidence and perfect this security interest.

17. **Land Contracts.** Mortgagors agree to perform all obligations and timely make all payments required under any existing or future land contracts on all or any part of the premises. If Mortgagors default in any such land contract, Mortgagee on behalf of Mortgagors, may pay all amounts owing and remedy any default under the contract. All amounts paid and expenses incurred by Mortgagee in doing so shall be added to the Indebtedness.


18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

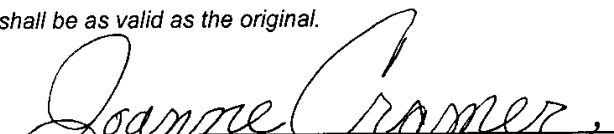
19. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

20. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

21. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Michigan.

An electronic reproduction of this fully-executed document shall be as valid as the original.


Carl Dean Cramer a/k/a C. Dean Cramer


Joanne Cramer

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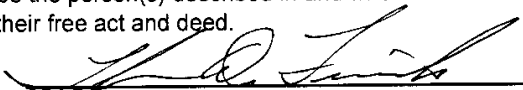
GREENSTONE FARM CREDIT SERVICES

Timothy A. Snow County Clerk/Register Kalamazoo County, MI




STATE OF MICHIGAN)
) ss. (Individual)
COUNTY OF KALAMAZOO)

On December 31, 2012, before me personally appeared: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, Husband and Wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.



Thomas D. Frisk, Notary Public
Kalamazoo County, Michigan
My Commission Expires April 11, 2015
Acting in KALAMAZOO County, MICHIGAN

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**EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT**

No(s): 7746642600

The real estate in the county or counties of Kalamazoo, Michigan, referred to in the Mortgage dated December 31, 2012, executed by: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, Husband and Wife as Mortgagors, to GreenStone Farm Credit Services, FLCA, as Mortgagee, is described as follows:

Land situated in the Township of Comstock, County of Kalamazoo, State of Michigan, and is described as follows:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89°53'30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 00°19'03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89°55'47" East thereon 821.95 feet; thence North 00°20'24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89°53'30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 00°20'24" East parallel with the East line of said Section 10 to the point of beginning.

EXCEPT the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 00°20'24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 00°20'24" West parallel to the East line of said Section 556.79 feet to the East and West quarter line of said Section; thence North 89°55'47" West thereon 530.95 feet; thence North 00°19'03" East parallel to the West line of the East half of the Northeast quarter of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89°55'47" East parallel to the East and West quarter line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 00°20'24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 00°20'24" West parallel to the East line of said Section 552.79 feet; thence North 89°55'47" West parallel to the East and West quarter line of said Section 531.17 feet; thence North 00°19'03" East parallel to the West line of the East quarter of the Northeast quarter of Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89°55'47" East parallel to the East and West quarter line of said Section 531.39 feet to the place of beginning.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No(s): For Reference Only
3907-10-230-011

Mortgagor hereby further grants to Mortgagee a security interest, as security for the payment of all indebtedness of the Mortgagor to Mortgagee in certain property generally described as: all greenhouses and all greenhouse and nursery fixtures including but not limited to all benches, fans, watering systems, environmental controls, plumbing, pipes, sprayers, hoses, heaters, boilers, all lighting and heating systems, ventilation systems, and fertilizer injection systems, together with replacements, additions and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above described items. In case of default, the Mortgagee (Secured Party) shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security lien to it, either concurrently or separately, in any manner it may elect.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

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GREENSTONE FARM CREDIT SERVICES
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Pages: 1 of 5

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GREENSTONE FARM CREDIT SERVICES

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



MICHIGAN OPEN-END MORTGAGE THIS IS A FUTURE ADVANCE MORTGAGE

BGM401 (06/12)



Drafted By: Pamela Sommerfeld, GreenStone FCS
225 W. Lyon St
Schoolcraft, MI 49087

Return To: GreenStone Farm Credit Services
Attn: Pamela Sommerfeld
225 W. Lyon St
Schoolcraft, MI 49087

No(s): 1261322100

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$1,087,000.00

This Mortgage, dated December 31, 2012, is by: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, husband and wife (after this called "Mortgagors" whether one or more), whose mailing address is: 8778 E H Ave, Kalamazoo, MI 49048-5878 to GreenStone Farm Credit Services, ACA (after this called "Mortgagee"), a federally chartered corporation whose address is: 3515 West Rd., East Lansing, MI 48823.

For valuable consideration, Mortgagors grant, sell, mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in the county or counties of Kalamazoo, Michigan, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$1,087,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 2 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)"), as follows

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
December 31, 2012	\$188,000.00	September 01, 2019
February 05, 2007	\$899,000.00	December 01, 2022

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed \$1,087,000.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and

terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

1. **Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.

2. **Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires), and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies shall pass to Mortgagee.

3. **Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.

4. **Pro Rata Payments.** Mortgagee may, at its option, require Mortgagors to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.

5. **Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagors fail to perform any agreement or term contained in this Mortgage, or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

6. **Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

7. **Maintain Premises.** (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

8. **Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.

9. **Use of Loan Proceeds.** The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10. **Assignment of Rents.** Mortgagors by this Mortgage assign to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagors, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

11. **Minerals and Eminent Domain.** In this paragraph 11 "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagors from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagors, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

12. **Actions Not Affecting Lien or Liability.** Without affectir

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Mortgagors or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagors: (a) release all or part of the premises from the lien of this Mortgage, (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note (s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13. **Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagors warrant that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement (s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the commencement of any proceeding by or against any of the Mortgagors under the provisions of any bankruptcy or insolvency laws; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both; (b) Sell the premises at public auction and execute to the purchaser(s), deeds of conveyance in accordance with the statutes; (c) At any sale held pursuant to this power of sale or pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Tax Refunds.** Mortgagors give Mortgagee a security interest in all existing and future tax refunds for the premises under the Michigan Farmland and Open Space Preservation Act to secure the payment of all property taxes and associated interest, penalties and fees on the premises. Mortgagors agree to execute and deliver any documents requested by Mortgagee to evidence and perfect this security interest.

17. **Land Contracts.** Mortgagors agree to perform all obligations and timely make all payments required under any existing or future land contracts on all or any part of the premises. If Mortgagors default in any such land contract, Mortgagee on behalf of Mortgagors, may pay all amounts owing and remedy any default under the contract. All amounts paid and expenses incurred by Mortgagee in doing so shall be added to the Indebtedness.

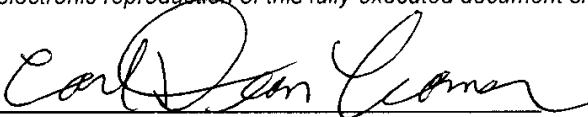
18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

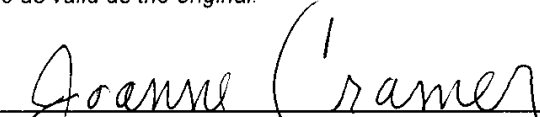
19. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

20. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

21. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Michigan.

An electronic reproduction of this fully-executed document shall be as valid as the original.


Carl Dean Cramer a/k/a C. Dean Cramer


Joanne Cramer

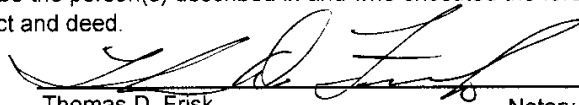
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GREENSTONE FARM CREDIT SERVICES
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



STATE OF MICHIGAN)
) ss. (Individual)
COUNTY OF Kalamazoo)

On December 31, 2012, before me personally appeared: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.



Thomas D. Frisk, Notary Public
Kalamazoo County, Michigan
My Commission Expires April 11, 2015
Acting in Kalamazoo County, MICHIGAN

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GREENSTONE FARM CREDIT SERVICES

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**EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT**

No(s): 1261322100

The real estate in the county or counties of Kalamazoo, Michigan, referred to in the Mortgage dated December 31, 2012, executed by: Carl Dean Cramer a/k/a C. Dean Cramer and Joanne Cramer, husband and wife as Mortgagors, to GreenStone Farm Credit Services, ACA, as Mortgagee, is described as follows:

Land situated in the Township of Comstock, County of Kalamazoo, State of Michigan, and is described as follows:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89°53'30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 00°19'03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89°55'47" East thereon 821.95 feet; thence North 00°20'24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89°53'30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 00°20'24" East parallel with the East line of said Section 10 to the point of beginning.

EXCEPT the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 00°20'24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 00°20'24" West parallel to the East line of said Section 556.79 feet to the East and West quarter line of said Section; thence North 89°55'47" West thereon 530.95 feet; thence North 00°19'03" East parallel to the West line of the East half of the Northeast quarter of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89°55'47" East parallel to the East and West quarter line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 00°20'24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 00°20'24" West parallel to the East line of said Section 552.79 feet; thence North 89°55'47" West parallel to the East and West quarter line of said Section 531.17 feet; thence North 00°19'03" East parallel to the West line of the East quarter of the Northeast quarter of Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89°55'47" East parallel to the East and West quarter line of said Section 531.39 feet to the place of beginning.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No(s): For reference only: 3907-10-230-011

Mortgagor hereby further grants to Mortgagee a security interest, as security for the payment of all indebtedness of the Mortgagor to Mortgagee in certain property generally described as: all greenhouses and all greenhouse and nursery fixtures including but not limited to all benches, fans, watering systems, environmental controls, plumbing, pipes, sprayers, hoses, heaters, boilers, all lighting and heating systems, ventilation systems, and fertilizer injection systems, together with replacements, additions and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above described items. In case of default, the Mortgagee (Secured Party) shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security lien to it, either concurrently or separately, in any manner it may elect.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

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First page of the Mortgage and identified as loan 1171533800

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Space Above is for Recording Information

AGREEMENT FOR EXTENSION OR REAMORTIZATION

BGM525 (02/12)



Drafted By: Cheryl Carlton, GreenStone FCS
3515 West Road
East Lansing, MI 48823



Return To: GreenStone Farm Credit Services
Attn: Pam Sommerfeld
225 W. Lyon St
Schoolcraft, MI 49087



Loan No: 1171533800

BY THIS AGREEMENT dated December 31, 2012, B & C Greenhouses, Inc. ("Borrowers/Owners"), whose address is 8778 E H Ave, Kalamazoo, MI 49048-5878, being the parties liable for payment of the indebtedness evidenced by a promissory note or supplementary loan agreement dated February 05, 2007, in the original principal amount of \$899,000.00, ("Note") and/or the owners of the property securing the Note, and GreenStone Farm Credit Services, ACA, a federally chartered corporation ("Lender"), whose address is 3515 West Rd., East Lansing, MI 48823, the owner of the Note, in consideration of mutual benefits agree as follows:

1. **Amount Amortized.** As of the effective date of January 01, 2013, the amount to be amortized shall consist of the unpaid principal, advances made by the Lender, past due interest, if any, and accrued interest on the foregoing and, ☐ if this box is checked, an amount for the purchase of stock or participation certificates pursuant to the bylaws of the Lender or the Lender's parent association, as applicable.

2. **Repayment Plan.** Interest on the principal amount remaining from time to time unpaid shall accrue at the rate or rates provided in the Note, as it may have been amended. Principal and interest under the Note and this Agreement shall be paid on an amortization plan as follows:

(Equal Payments) Both principal and interest are payable in 9 equal installments, beginning on the first day of December, 2013, and annually thereafter, and a final installment of the balance of principal and interest remaining unpaid is payable on the first day of December, 2022, unless the Note shall mature prior thereto because of advance payments of principal.

Unless the provision for Irregular Payments is selected, if the period of time from the effective date of this Agreement to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment or the interest may be included in the first installment at the option of the Lender, but if the period is less than one installment interval, then the first installment shall be decreased by the amount of interest not yet accrued for that installment.

3. **Security.** The Note is secured by:

(Real Estate) A mortgage or deed of trust ("Mortgage") dated December 31, 2012, and recorded in Book - Volume - Liber 2013-000017 at page _____ or Document, Microfilm, or other Identifying No. _____ in the office of the County Recorder/Register of Deeds/Registrar of Titles for Kalamazoo County, State of Michigan.

(For states requiring real estate description) The Mortgage covers the following described land in said county and state:

Situated in the Township of Comstock, County of Kalamazoo, State of Michigan, and is described as follows:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89°53'30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 00°19'03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89°55'47" East thereon 821.95 feet; thence North 00°20'24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89°53'30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 00°20'24" East parallel with the East line of said Section 10 to the point of beginning.

EXCEPT the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89°53'30" West along the North line of said Section 495.0 feet; thence South 00°20'24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 00°20'24" West parallel to the East line of said Section 556.79 feet to the East and West quarter line of said Section; thence North 89°55'47" West thereon 530.95 feet; thence North 00°19'03" East parallel to the West line of the East half of the Northeast quarter of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89°55'47" East parallel to the East and West quarter line of said Section 531.17 feet to the place of beginning.

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FOR REFERENCE ONLY:

Tax ID No. 39-07-10-230-011

4. **Advance Payments.** Advance payments made by the Borrowers shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any advance payment to the payment of interest accrued to the date of the advance payment.

5. **Financial Statements.** Upon request by the Lender, the Borrowers agree to provide a verifiable balance sheet and income statement, and such other records specifically required by the Note, Mortgage, other security documents, or any amendatory agreement to any of these, in a form acceptable to the Lender.

6. **Continued Liability.** Except as modified in this Agreement, the Note and Mortgage, as they may have been amended, shall continue in effect according to their terms. Borrowers hereby assume and agree to pay the indebtedness according to the terms of the Note, as it may have been amended, and this Agreement. Lender reserves recourse against all persons liable for payment of the indebtedness, including those not signing this Agreement. Notwithstanding this Agreement, any such persons not signing this Agreement may demand the enforcement of the Note and Mortgage, as they may have been amended, according to their terms.

An electronic reproduction of this fully-executed document shall be as valid as the original.

LENDER: GreenStone Farm Credit Services, ACA

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Pages: 2 of 3 MAGT

GREENSTONE FARM CREDIT SERVICES
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



By: [Signature]
Name: Thomas Frisk
Title: Senior Financial Services Officer

BORROWERS/OWNERS:

B & C Greenhouses, Inc., A Michigan Corporation

By: [Signature]
C. Dean Cramer, President

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss. (Corporation)
COUNTY OF Kalamazoo)

On December 31, 2012, before me personally appeared: C. Dean Cramer, to me known to be the person(s) described in and who executed the foregoing instrument as President of B & C Greenhouses, Inc., A Michigan Corporation, and acknowledged the same as the free act and deed of the Corporation.

[Signature]
Thomas D. Frisk, Notary Public
Kalamazoo County, MICHIGAN
My Commission Expires: 4/11/2015
Acting in _____ County, MICHIGAN

STATE OF MICHIGAN)
) ss. (Corporation)
COUNTY OF Kalamazoo)

On December 31, 2012, before me personally appeared: Thomas Frisk, to me known to be the person(s) described in and who executed the foregoing instrument as Senior Financial Services Officer of GreenStone Farm Credit Services, ACA, a federally chartered corporation, and acknowledged the same as the free act and deed of the Corporation.

[Signature]
Pamela S. Sommerfeld, Notary Public
Kalamazoo County, MICHIGAN
My Commission Expires: 12/11/2018
Acting in Kalamazoo County, MICHIGAN

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COUNTY OF KALAMAZOO

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BODMAN PLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



MORTGAGE

THIS MORTGAGE is made on August 22, 2020, by C. Dean Cramer, aka Carl Dean Cramer, aka Carol Dean Cramer, survivor of himself and his deceased wife, Joanne Cramer ("Mortgagor"), whose address is 8778 East H. Ave, Kalamazoo, Michigan 49048, and Barbara Boven ("Mortgagee"), whose address is 8846 Marsh Creek #72, Galesburg, Michigan 49053.

The Mortgagor hereby MORTGAGES AND WARRANTS to the Mortgagee and its successors and assigns, all of the following, whether now owned or hereafter acquired (collectively, the "Premises"):

- (a) real property situated in Kalamazoo County, Michigan, more specifically described in Exhibit A attached (the "Land");
- (b) all related easements, rights-of-way, rights, licenses, privileges, hereditaments and appurtenances;
- (c) all buildings and improvements now or later located on the Land;
- (d) all rents, issues, revenues, income, profits, accounts and general intangibles arising from the Premises, or relating to any business conducted by Mortgagor on it, including without limitation, under present or future leases, licenses or otherwise;
- (e) all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;
- (f) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee;
- (g) all "as-extracted collateral" and all mineral, oil, gas and water rights, royalties, water and water stock, if any;
- (h) all awards or payments including interest made as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorney fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such

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award or payment; and

(i) all additions, attachments, accessions, parts, replacements, substitutions, and renewals of or for any of the foregoing property of Mortgagor, whether now owned or later acquired and all records (including without limit computer software) pertaining thereto, and all products and proceeds of the foregoing (whether cash or non-cash proceeds), including without limitation insurance and condemnation proceeds.

Unless otherwise indicated, a reference to the "Premises" means all and/or any part of the Premises.

This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness ("Debt") to Mortgagee of B & C Greenhouses, Inc., ("Borrower") and/or Mortgagor, including without limit payment of Four Hundred Seventy Five Thousand One Hundred Twenty-Four Dollars (\$475,124.00) according to certain evidence of indebtedness of even date. This reference to a dollar amount does not limit the dollar amount secured by this Mortgage. Debt includes, without limit, any and all obligations or liabilities of whatever amount of Borrower and/or Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Borrower and/or Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Borrower and/or Mortgagor; all costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the Premises, the Debt or this Mortgage; and all costs of collecting Debt; all of the above costs including, without limit, attorney fees incurred by Mortgagee. Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee which are Debt, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Debt, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Debt, if any, which constitutes a consumer loan, other than a consumer loan made at the same time as this Mortgage and specifically referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof).

Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. **Payment of Debt; Performance of Obligations.** The Mortgagor shall promptly pay when due, whether by maturity, acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing, securing, supporting and/or made in connection with the Debt.

2. **Covenants of Title.** The Mortgagor has good and indefeasible title to the entire Premises in fee simple and with good right and full power to sell, mortgage and convey the same, the Premises are free and clear of liens and encumbrances, except for those encumbrances listed on Exhibit B attached hereto, if any (the "Permitted Encumbrances"), and those which may be created in accordance with the terms hereof, and Mortgagor will warrant and defend the Premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and in its sole discretion, to take whatever action it may deem necessary, from time to time, to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes. If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining

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to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

3. **Taxes.** The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

4. **Change in Taxes.** In the event of the passage of any law or regulation, state, federal or municipal, after the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the Debt shall become due and payable immediately at the option of the Mortgagee.

5. **Insurance.** Until the Debt is fully paid the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee, without any reduction in coverage based on the Mortgagor's acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Michigan, including risks of vandalism and malicious mischief, and shall further provide flood insurance if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), public liability insurance, loss of rents insurance and such other appropriate insurance as the Mortgagee may require from time to time, all satisfactory to the Mortgagee as to form, amount and insurer. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish.

6. **Reserves for Taxes and Insurance.** The Mortgagor shall, if requested by the Mortgagee, pay to the Mortgagee, at the time of and in addition to the scheduled installments of principal or interest due under the Debt, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable it to pay, at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor ((a) and (b) are collectively referred to as the "Charges") divided by (c) the number of installments due each year. Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Mortgagee, and no interest shall be payable on them nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this Section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay any Charges is not affected or modified by the arrangements set out in this Section. Payment by the Mortgagee on any one or more occasions of all or any portion of the Charges shall not be construed as obligating the Mortgagee to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest, and/or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to

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cancellation of the policy. In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings unless Mortgagee otherwise elects.

7. **Waste.** The Mortgagor will not commit or permit waste on the Premises or do any other act causing the Premises to become less valuable. The Mortgagor shall keep the Premises in good order and repair and in compliance, in all respects, with any law, regulation, ordinance or contract affecting the Premises and, from time to time, make all needed and proper replacements so that fixtures, improvements, and Equipment will at all times be in good condition, fit and proper for their respective purposes. Nonpayment of any taxes assessed against the Premises or any insurance premiums upon policies covering any of the Premises or any property on the Premises shall each constitute waste as provided by Act No. 236 of the Michigan Public Acts of 1961, as amended (MCL 600.2927). If the Mortgagor does not at any time effect any necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make those repairs for the account of the Mortgagor. The Mortgagor consents to the appointment of a receiver should the Mortgagee elect to seek such relief. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor will timely pay all fees with respect to inspections of the Premises by the Mortgagee or its authorized agent.

8. **Alterations, Removal.** No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee. Mortgagor shall construct all improvements on the Premises in accordance and in compliance with all applicable laws and requirements of governmental authorities having jurisdiction over the Premises.

9. **Payment of Other Obligations.** The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.

10. **Assignment of Leases and Rents.** As additional security for the Debt, the Mortgagor assigns to the Mortgagee all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future (but without an assumption by Mortgagee of liabilities of Mortgagor under any such leases by virtue of this assignment), and Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Premises. Until the occurrence of an Event of Default, Mortgagor shall have the right to receive and collect such rents, issues and profits. Upon the occurrence of an Event of Default, Mortgagee may elect to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this Section. The Mortgagee shall be entitled to all of the rights and benefits conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended by Act No. 151 of the Michigan Public Acts of 1966 (MCL 554.231 et seq.), and Act No. 228 of the Michigan Public Acts of 1925 as amended by Act No. 55 of the Michigan Public Acts of 1933 (MCL 554.211 et seq.). The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default. Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. Mortgagor shall comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee to take subject to any of these agreements, and Mortgagee does not assume any obligations under these agreements. Mortgagor shall promptly provide Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the Premises and its operations as Mortgagee, from time to time, may request.

11. **Security Agreement.** This Mortgage also constitutes a security agreement within the meaning of the Michigan Uniform Commercial Code ("UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the Mortgagee shall

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have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

12. **Fixture Filing.** This Mortgage also constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to goods which are or are to become fixtures relating to the Land and as to which Mortgagor is the debtor and record owner of the Land and Mortgagee is the secured party. It is to be recorded in the real estate records of the County in which the Land is located.


13. **Reimbursement of Advances.** If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any instrument(s) or agreement(s) evidencing any of the Debt, but not in excess of the maximum rate permitted by law.

14. **Due on Transfer.** If all or any part of the Premises or any interest in the Premises is conveyed, assigned or transferred by deed, land contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever, or if there is any disposition of legal or beneficial title to a controlling interest of Mortgagor, in each case without the Mortgagee's prior written consent, Mortgagee may, at its sole option, declare the Debt to be immediately due and payable. Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting the lien of this Mortgage or Mortgagor's liability under this Mortgage or upon the Debt.

15. **No Additional Liens or Encumbrances.** The Mortgagor covenants not to enter into, suffer or permit to exist any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises, or any other lien (including without limitation, any lien arising out of any work performed, materials furnished or obligations incurred by Mortgagor), or any easement, license, lease, restriction or other encumbrance on, with respect to or affecting all or any part of the Premises, other than Permitted Encumbrances, without the prior written consent of the Mortgagee in each instance.

16. **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by the Mortgagee. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee, including reasonable attorney fees of the Mortgagee in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply all or any part of the proceeds to the alteration, restoration or rebuilding of the Premises.

17. **Environmental.** Mortgagor represents and covenants that Mortgagor has not used Hazardous Materials (as later defined) on or affecting the Premises in any manner which violates Environmental Laws (as later defined), that there is no condition concerning the Premises which could require remediation pursuant to Environmental Laws, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any current or prior occupant has used Hazardous Materials on or affecting the Premises in any manner which violates Environmental Laws. Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the Premises unless done in strict compliance with all Environmental Laws. Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the Premises, whether caused by Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of Mortgagee, and in

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accordance with the orders and directives of all federal, state and local governmental authorities, and Mortgagor shall notify Mortgagee in writing prior to taking, and continually after that of the status of, all such actions. Mortgagor shall, promptly upon Mortgagee's request, provide Mortgagee with copies of the results of all such actions and all related documents and information. Mortgagor has never received any notice ("Environmental Complaint") of any potential violation of Environmental Laws with respect to Mortgagor or the Premises (and, within five (5) days of receipt of any Environmental Complaint, Mortgagor shall give Mortgagee a copy of it), and to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party with respect to Mortgagor or the Premises for noncompliance with any Environmental Laws. If this Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagee, purchaser or grantee, as the case may be, free of Hazardous Materials so that the condition of the Premises shall not be a violation of any Environmental Laws. The provisions of this Section shall be in addition to all other obligations and liabilities Mortgagor may have to Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of the Debt, (ii) the satisfaction of all other obligations of Mortgagor under this Mortgage and under any other loan documents evidencing, securing, supporting and/or made in connection with the Debt, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, asbestos, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment.

18. **Events of Default/Acceleration.** Upon the occurrence of any of the following (each sometimes referred to as an "Event of Default"), the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (a) the Mortgagor, Borrower or any guarantor of all or any part of the Debt ("guarantor") fails to pay when due any amount payable under the instrument(s) or agreement(s) evidencing the Debt; (b) the Mortgagor, Borrower or any guarantor (i) fails to observe or perform any other term of the instrument(s) or agreement(s) evidencing the Debt, or (ii) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (c) the Mortgagor, Borrower or any guarantor fails to observe or perform any term of, or defaults under, this Mortgage, or any loan agreement, mortgage, security agreement, or other document securing, supporting or executed as part of the Debt transaction, or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under its guaranty; (d) the Mortgagor, Borrower or any guarantor fails to pay when due any amount payable under any instrument or agreement evidencing debt to the Mortgagee (other than the Debt), or fails to observe or perform any term of, or defaults under, any instrument or agreement evidencing any debt to the Mortgagee (other than the Debt), or any loan agreement, mortgage, security agreement or other document securing, supporting or executed as part of any debt to the Mortgagee (other than the Debt); (e) the Mortgagor, Borrower or any guarantor fails to pay when due any amount payable under any instrument or agreement for borrowed money, other than to Mortgagee, or fails to observe and perform all conditions, covenants or agreements, other than to Mortgagee, and such failure is sufficient to permit the holder thereof to accelerate the maturity of such obligation; (f) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Borrower or any affiliate of the Mortgagor or Borrower; (g) the Mortgagor, Borrower or any guarantor becomes insolvent or unable to pay its debts as they become due; (h) the Mortgagor, Borrower or any guarantor (i) makes an assignment for the benefit of Creditors, (ii) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (iii) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (i) a custodian, receiver, or trustee is appointed for the Mortgagor, Borrower or any guarantor or for a substantial part of its assets without its consent and is not removed within 60 days after the appointment; (j) proceedings are commenced against the Mortgagor, Borrower or any guarantor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and those proceedings remain undismissed for 60 days after commencement; or the Mortgagor, Borrower or any guarantor consents to the commencement of those proceedings; (k) any judgment is entered against the Mortgagor, Borrower or any guarantor, or any attachment, levy, or garnishment is issued against any property of the Mortgagor, Borrower or any guarantor; (l) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (m) the Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (n) the Mortgagor, Borrower or any

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guarantor dies; (o) the Mortgagor, Borrower or any guarantor, without the Mortgagee's written consent, (i) is dissolved, (ii) merges or consolidates with any third party, (iii) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business, (iv) leases, purchases or otherwise acquires a material part of the assets of any other corporation or business entity outside the ordinary course of its business, or (v) agrees to do any of the foregoing; (p) there is a substantial change in the existing or prospective financial condition of the Mortgagor, Borrower or any guarantor which the Mortgagee in good faith determines to be materially adverse; or (q) the Mortgagee deems itself insecure, in good faith believing that the prospect of payment of the Debt or performance of this Mortgage is impaired or shall fear deterioration, removal, or waste of the Premises.

19. **Remedies.** Upon the occurrence of any default under this Mortgage, including the occurrence of any Event of Default, the Mortgagee may exercise all of the rights, powers, and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (a) declare the Debt to be immediately due and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Debt, or (iii) to take any and all steps and institute any and all other proceedings that Mortgagee deems necessary to enforce payment of the Debt and performance of other obligations secured hereunder and to protect the lien of this Mortgage; (b) commence foreclosure proceedings against the Premises by advertisement or through judicial proceedings, at the option of Mortgagee, pursuant to the statutes in such case made and provided, and to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser in accordance with such statutes in a single parcel or in several parcels at the option of Mortgagee; (c) exercise any of its rights, powers, or remedies pursuant to the UCC; and (d) exercise any other rights and remedies under this Mortgage, any instrument(s) or agreement(s) evidencing, securing, supporting or made in connection with the Debt or otherwise available at law, in equity or otherwise. The Mortgagee in any suit to foreclose this Mortgage shall be entitled to the appointment of a receiver of the rents, leases, and profits of the Premises as a matter of right and without notice (without regard to the value of the Premises), and the Mortgagor specifically consents to that appointment without notice. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives, to the extent permitted by law, all errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies. Acceleration of the Debt as provided in this Mortgage shall trigger any applicable prepayment premium or formula.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE PREMISES IN CONNECTION THEREWITH NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HEREBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

20. **Indemnification.** Mortgagor shall indemnify and hold harmless Mortgagee with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Mortgagee by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to comply with, observe or perform any of Mortgagor's obligations under or other provisions of this Mortgage, (c) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the Premises, (d) any personal injury (including, without limit, wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (e) any lawsuit brought or threatened, settlement reached or government order related to these Hazardous Materials, (f) the cost of removal of Hazardous Materials from any portion of the Premises, (g) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the Premises, (h) complying with all Environmental Laws, and/or (i) any violation of Environmental Laws or requirements of Mortgagee, which are in any way related to

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Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by Mortgagee), investigation and laboratory fees and environmental studies required by Mortgagee (whether prior to foreclosure, or otherwise). Indemnification by Mortgagor under this Section shall not limit any right or remedy (including Mortgagee's right to accelerate payment of the Debt) that is available to Mortgagee by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this Section shall survive foreclosure of this Mortgage, any conveyance of the Premises in lieu of foreclosure, and any discharge of this Mortgage and/or repayment of the Debt.

21. **Representations by Mortgagor.** Mortgagor represents that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require the consent or approval of any governmental authority or any third party; (b) this Mortgage is a valid and binding agreement, enforceable according to its terms; (c) all balance sheets, profit and loss statements, and other financial statements furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates; and (d) Mortgagor has all licenses and approvals necessary to carry on its business as presently conducted and as will be conducted on the Premises. Mortgagor, if other than a natural person, further represents that: (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body; and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership agreement, operating agreement or other agreements governing its affairs.

22. **Notices.** Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address or facsimile number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express or similar overnight courier service, or (e) facsimile transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this Section shall be deemed delivered upon receipt if delivered by hand or facsimile transmission, three (3) business days after mailing if mailed by first class, registered or certified mail, or one (1) business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or nonjudicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

23. **Miscellaneous.** This Mortgage constitutes the entire agreement of Mortgagor and Mortgagee with respect to the subject matter of this Mortgage. No amendment of this Mortgage shall be effective unless the same shall be in writing and signed by Mortgagor and Mortgagee. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee under this Mortgage, the other instruments and agreements evidencing, securing, supporting or made in connection with the Debt are cumulative. If there is more than one Mortgagor, their obligations under this Mortgage shall be joint and several. This Mortgage shall be governed by Michigan law except to the extent it is preempted by federal law or regulation. This Mortgage shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns. This shall not be deemed a consent by Mortgagee to a conveyance by Mortgagor of all or part of the Premises or of any ownership interest in Mortgagor. The Mortgagee may provide, without any limitation whatsoever, any information or knowledge the Mortgagee may have about the undersigned or any matter relating to this Mortgage and any related documents to the Mortgagee's subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of this Mortgage or any related documents, and Mortgagor waives any right to privacy Mortgagor may have with respect to such matters. The Mortgagor agrees that the Mortgagee may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights or obligations in this Mortgage to one or more purchasers whether or not related to the Mortgagee. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all

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such further acts, as Mortgagee may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagor whether in writing or otherwise.

24. **Continuation/Reinstatement.** If any payment on any of the Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Mortgagor or any Borrower or anyone representing the Mortgagor or any Borrower or the Mortgagor's or any Borrower's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, or any liability is sought to be imposed against Mortgagee relating to any matter as to which Mortgagor agreed to indemnify Mortgagee under this Mortgage, including, without limit, as to the presence of Hazardous Materials on, in or about the Premises, whether this matter is known or unknown, now or later exists (excluding only matters which arise after any acquisition by Mortgagee of the Premises, by foreclosure, deed in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Mortgagee), then this Mortgage shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Mortgagee of the repaid amounts or to the extent of all liability, costs and expenses (including, without limit, attorney fees) incurred by Mortgagee as the direct or indirect result thereof, as applicable. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Mortgagee a new mortgage in form and substance acceptable to the Mortgagee, covering the Premises.

25. **Pledge.** Mortgagor agrees that: (a) if any monies become available to the Mortgagee from the Borrower that it can apply to any debt, the Mortgagee may apply them to debt not secured by this Mortgage; (b) without notice to or the consent of the Mortgagor, the Mortgagee may (i) take any action it chooses against any Borrower, against any collateral for the Debt, or against any other person liable for the Debt, (ii) release any Borrower or any other person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any such collateral, (iii) forbear or agree to forbear from exercising any rights or remedies, including any right to setoff, that it has against the Borrower, any other person liable for the Debt, or any other collateral for the Debt, (iv) extend to any Borrower additional Debt to be secured by this Mortgage, or (v) renew, extend, modify or amend any Debt, and deal with the Borrower or any other person liable for the Debt as it chooses; (c) none of the Mortgagor's obligations under this Mortgage shall be affected by (i) any act or omission of the Mortgagee, (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of any Borrower, (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting any Borrower or any of its assets, or (iv) any change in the composition or structure of any Borrower or any Mortgagor, including a merger or consolidation with any other entity; (d) the Mortgagee's rights under this Section and this Mortgage are unconditional and absolute, regardless of the unenforceability of any provision of any agreement between any Borrower and the Mortgagee, or the existence of any defense, setoff or counterclaim that a Borrower may be able to assert against the Mortgagee; and (e) it waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any Borrower, any other person liable for the Debt, or any collateral for the Debt, because of the existence of this Mortgage, the Borrower's performance under this Mortgage or the Debt, or the Mortgagee's availing itself of any rights or remedies under this Mortgage.

26. **WAIVER OF JURY TRIAL. THE MORTGAGEE AND THE MORTGAGOR KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT EITHER OF THEM TO HAVE TO A TRIAL BY JURY IN ANY PROCEEDING (WHETHER SOUNDING IN CONTRACT OR TORT) WHICH IS IN ANY WAY CONNECTED WITH THIS OR ANY RELATED AGREEMENT, OR THE RELATIONSHIP ESTABLISHED UNDER THEM. THIS PROVISION MAY ONLY BE MODIFIED IN A WRITTEN INSTRUMENT EXECUTED BY THE MORTGAGEE AND THE MORTGAGOR.**

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The undersigned has executed this Mortgage as of the day and year first above written.

Mortgagor:

C. Dean Cramer

C. Dean Cramer, aka Carl Dean Cramer, aka Carol Dean Cramer, survivor of himself and his deceased wife, Joanne Cramer

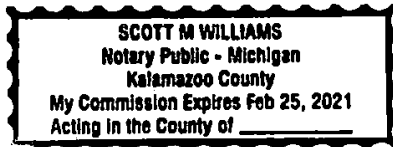
STATE OF MICHIGAN

COUNTY OF Kalamazoo

The foregoing instrument was acknowledged before me on August 11, 2020, by C. Dean Cramer.

SMW

Notary Public, Kalamazoo County, MI
Acting In: Kalamazoo County, MI
My Commission Expires: 2-25-21



Drafted by

Darren J. Burmania
BODMAN PLC
99 Monroe Ave NW, Suite 300
Grand Rapids, Michigan 49503
(616) 205-3313

When Recorded Return To:

Darren J. Burmania
BODMAN PLC
99 Monroe Ave NW, Suite 300
Grand Rapids, Michigan 49503
(616) 205-3313

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EXHIBIT A

DESCRIPTION OF REAL ESTATE

Land Situated in the State of Michigan, County of Kalamazoo, Township of Comstock.

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 53' 30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0° 19' 03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89° 55' 47" East thereon 821.95 feet; thence North 0° 20' 24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89° 53' 30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 0° 20' 24" East parallel with the East line of said Section 10 to the point of beginning. EXCEPT the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.00 feet; thence South 0° 20' 24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 556.79 feet to the East and West 1/4 line of said Section; thence North 89° 55' 47" West thereon 530.95 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/2 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.00 feet; thence South 0° 20' 24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 552.79 feet; thence North 89° 55' 47" West parallel to the East and West 1/4 line of said Section 531.17 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/4 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.39 feet to the place of beginning.

Tax Parcel No.: 07-10-230-011

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(Space above for Recorder's use only)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*") made as of August 11, 2020, by C. Dean Cramer, an individual with an address of 8778 East H. Ave, Kalamazoo, Michigan 49048 ("*Assignor*") and Barbara Boven (in such capacity, "*Assignee*").

RECITALS

A. Assignor is the owner in fee simple of certain real property located in the City of Kalamazoo, Kalamazoo County, Michigan, as more particularly described on Exhibit A attached as a part hereof and all buildings and improvements now or hereafter located thereon (collectively called "*Property*").

B. Assignor entered into that certain Secured Promissory Note of even date ("*Note*") with the Assignee, pursuant to which Assignee has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to Assignor, as provided therein.

C. Assignor has executed that certain Mortgage dated even date herewith in favor of Assignee with respect to the Property (the "*Mortgage*").

D. As a condition to entering into and performing their respective obligations under the Note, the Assignee has required that Assignor execute this Assignment.

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby ASSIGN and TRANSFER to the Assignee as additional security, and GRANTS to Assignee a security interest in the leases and tenancies, whether written or oral, now or hereafter existing, on all or any portion of the Property, as such leases and tenancies may now or hereafter be modified, extended or renewed, together with any and all other and further licenses, concession contracts and other agreements, whether written or oral, now or hereafter existing, granting a right or privilege of use or occupancy (including subleases and tenancies following attornment) of all or any part of the Property, as such licenses, contracts, guarantees and agreements may now or hereafter be modified, extended or renewed (all of the foregoing leases, tenancies, licenses, contracts and agreements, as the same may now or hereafter be modified, extended or renewed, are collectively, the "*Leases*");

TOGETHER with any and all guarantees, security deposits, letters of credit and other assurances of lessees' performance under the Leases (collectively, the "*Assurances*"); and

TOGETHER with all of the rents, income, royalties, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim (all such moneys, rights and clauses described in this paragraph are hereafter collectively called "*Rents*"), arising or issuing from or out of the Leases or from or out of the Property or any part thereof or any other portion of the Mortgaged Property (as defined in the Mortgage), including, without limitation: minimum Rents, additional Rents, percentage Rents, parking, maintenance, operation, tax and insurance

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contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency Rents and liquidated damages following default, royalties, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any of the Leases, and, except as may be otherwise provided for in the Loan Documents (as hereinafter defined), all proceeds payable under any policy of insurance for loss of business or rental interruption, together with any and all rights and claims of any kind which Assignor may have against any lessee under such Leases or any subtenants or occupants of the Property;

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the Secured Obligations (as defined in the Mortgage).

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. **Assignor's Warranties.** Assignor represents and warrants that (a) Assignor is the owner in fee simple of the Property, and has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other Person has any right, title or interest therein; (b) Assignor has or will perform all of the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; (c) the Leases are valid and unmodified except as indicated herein and in full force and effect; (d) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due; (e) none of the Rents due for any period subsequent to the month in which this Assignment is made have been collected by Assignor and that payment of any of such Rents has not otherwise been anticipated, waived, released, discounted, setoff, or otherwise discharged or compromised by Assignor, nor does Assignor have knowledge thereof, (f) Assignor has not received any funds or deposits from any lessee, other than security deposits pursuant to the terms of the applicable leases, for which credit has not already been made on account of accrued Rents; and (g) to the knowledge of Assignor, neither Assignor nor any of the lessee(s) under the Leases is in default of any of the terms thereof.

2. **Covenants of Assignor.** Assignor covenants and agrees, at its own cost and expense, that it shall:

(a) observe, perform and discharge, duly and punctually, all obligations, terms, covenants, conditions and warranties of the Loan Documents on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same;

(b) notify and direct in writing each and every present or future lessee or occupant of the Property or any part thereof that any security or other deposit heretofore delivered to Assignor has been retained by Assignor or assigned and delivered to Assignee as the case may be;

(c) enforce or secure in the name of Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any lessee; and

(d) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Assignor and any lessee thereunder, and, upon request by Assignee, will do so in the name and on behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees to the fullest extent not prohibited by applicable law, in any action or proceeding in which the Assignee may appear.

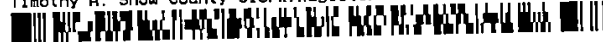
3. **Negative Covenants of Assignor.** Assignor further covenants and agrees, at its sole cost expense, that it shall not:

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(a) receive or collect any Rents from any present lessee of the Property or any part thereof in advance of the rent requirement set forth in such lessee's Lease, or from any future lessee more than one (1) month in advance of the due date thereof (whether in cash or by promissory note);

(b) waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee of and from any obligations, covenants, conditions or agreements by the lessee to be kept, observed or performed under such lessee's Lease, except in accordance with reasonable business practice or as otherwise permitted under the Note including the obligation to pay the Rents thereunder, in the manner and at the place and time specified therein;

(c) consent, without the prior written consent of Assignee, to any subletting of the Property or any part thereof, or to any assignment of any of the Leases by any lessee thereunder, unless the lessee has the right under the terms of the Lease (i) to assign or sublet to specified assignees or sublessees, in which event Assignor shall provide Assignee with written notice of any such assignment or subletting, or (ii) to generally assign or sublet to unspecified assignees or sublessees with the prior consent of Assignor or ground lessor, as the case may be, as landlord, not to be unreasonably withheld, in which event the consent of Assignee as required herein shall not be unreasonably withheld; and

(d) make any other assignment, pledge or other disposition of the Leases, or any of them, or of the Rents.

Any of the above acts done without the prior written consent of the Assignee shall be null and void at the option of Assignee.

4. Collection of Rents.

(a) So long as there shall exist no Event of Default after the passage of the applicable notice and cure periods, Assignor shall have the right, to collect upon and use for its own account, but not prior to one (1) month in advance of the due date thereof with respect to future lessees, all of the Rents. Assignor shall receive and apply such Rents, subject to any obligation to escrow same with Assignee, to: (i) the payment of taxes and assessments upon the Property before penalty or interest are due thereon, (ii) the cost of such insurance, maintenance and repairs as may be required by the terms of the any of the Loan Documents, (iii) satisfy all of Assignor's obligations under the Leases, and (iv) pay interest and principal and other charges becoming due, as and when due and payable, under the Loan Documents. All Rents received by Assignor after the occurrence of an Event of Default shall belong to and be the property of Assignee, shall be held in trust by Assignor for the benefit of Assignee, and may be applied by Assignor solely for the purposes described in Subsections (i) through (iv) of this Section 4(a). Assignor shall account for all such Rents.

(b) Upon and at all times after the occurrence of an Event of Default and to the extent permitted by law, Assignee may receive and collect the Rents and Assurances personally or through a receiver so long as such Default or Event of Default shall exist and during the pendency of any foreclosure proceedings and its respective redemption period. Assignor agrees to consent to a receiver if this is believed necessary or desirable by Assignee (in its sole discretion) to enforce its rights under this Assignment. Assignee shall be entitled to all of the rights and benefits conferred by the applicable laws of the State of Michigan. The collection of the Rents and Assurances by Assignee shall in no way waive the right of Assignee to foreclose the Mortgage or exercise any other right or remedy available to Assignee in the event of such Event of Default.

5. Rights and Remedies Upon Event of Default.

(a) At any time after the occurrence of an Event of Default and to the extent permitted by law, subject to the terms of the Note, Assignee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies: (i) without taking or being deemed to have taken possession of the Property, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Rents and Assurances, to give proper receipts, releases and acquittances therefor, and to apply same in such order of priority as Assignee may determine to all (A) charges and expenses arising in connection with the Mortgaged

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Property (including but not limited to taxes, water charges and assessments, and insurance premiums), (B) a reserve for repairs and replacements, (C) advances made by Assignee for improvements, alterations or repairs or otherwise pursuant to this Assignment or the Mortgage or on account of the indebtedness hereby secured, (D) costs and expenses incurred by Assignee in exercising any rights or remedies available to Assignee under this Assignment or any of the other Loan Documents or at law or in equity, including but not limited to all expenses incurred by Assignee in entering, taking possession of, managing or operating the Mortgaged Property or collecting and receiving the Rents and Assurances, including, but not limited to, management, brokerage and attorneys' fees, and (E) interest, principal and other indebtedness secured hereby, whether matured or not; and (ii) without regard to the adequacy of the security, to the fullest extent not prohibited by applicable law, through any receiver, Person or agent, then or thereafter (1) to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof, (2) make, modify or enforce any of the Leases; (3) remove and evict any lessee; (4) increase or decrease Rents; (5) decorate, clean and repair the Property; and (6) otherwise do any act or incur any costs or expenses as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession. Without limiting the foregoing, Assignee shall have all rights conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended (Michigan Compiled Laws Section 554.231 et seq.) and Act No. 228 of the Michigan Public Acts of 1925 as amended (Michigan Compiled Laws Section 554.211 et seq.).

(b) The acceptance by Assignee of this Assignment, and the exercise of any or all of the rights, powers, privileges and authority herein created, shall not be deemed or construed to constitute Assignee a mortgagee in possession, or at any time or in any event obligate Assignee (i) to appear in or defend any action or proceeding relating to any of the Leases or the Property; (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any of the Leases; or (iv) to assume any obligation or responsibility for any security or other deposits delivered to Assignor by any of the lessee(s) thereunder and not assigned and delivered to Assignee. Assignee shall be liable in any way for any injury or damage to person or property sustained by any Person in or about the Property.

(c) Collection and application of the Rents and Assurances by Assignor or its agents, as set forth in the Mortgage and/or the entry upon and taking possession of the Property, shall not, cure or waive any Event of Default, or waive, modify or affect any notice of Event of Default or invalidate any act done pursuant to such notice. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.

6. **Subordination.** Assignor hereby warrants that Assignor has not, at any time prior to the date hereof, exercised any right, and covenants not to exercise any right, to subordinate any of the Leases to any other mortgage or lien except, upon Assignee's request, only those which exist under this Assignment or any of the other Loan Documents.

7. **Indemnification.** Assignor hereby indemnifies Assignee and agrees to defend and hold Assignee harmless from and against any and all liability, loss, damage or expense, including but not limited to reasonable attorneys' fees, which Assignee may incur under or by reason of this Assignment, or for any action taken by the Assignee as contemplated herein (unless caused solely as a result of Assignee's gross negligence or willful misconduct) or by reason or in defense of any and all claim and demands whatsoever which may be asserted against Assignee arising out of any of the Leases, including, without limitation, any claim by any lessee of credit for rental paid to and received by Assignor but not delivered to Assignee for any period under any of the Leases more than one (1) month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees to the fullest extent not prohibited by applicable law), with interest thereon at the Default Rate, shall be payable by Assignor immediately without demand, and shall be secured hereby and by the other Loan Documents.

8. **Lease Copies and Further Assurances.** Until the Secured Obligations have been paid in full, Assignor will deliver to the Assignee photocopies certified by Assignor as true, correct and complete, of executed originals of (a) any and all existing Leases, and (b) all other and future Leases upon all or any part of the Property. Upon request of Assignee, Assignor will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute and deliver to Assignee, upon demand and at any time or times, any and all further assignments and other

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instruments as Assignee may determine to be necessary or desirable for carrying out the purposes and intent of this Assignment.

9. **Direction To Pay.** To the extent not prohibited by law, Assignor irrevocably consents that any lessee or lessees under any of the Leases, upon demand and notice from Assignee of Assignor's default under the Loan Documents, shall pay all Rents under said Lease or Leases to Assignee or such receiver without any obligation under any such Lease or Leases for the determination of the actual existence of any such default.

10. **Creditor of the Tenants Upon Bankruptcy.** Upon or at any time during the continuance of an Event of Default, Assignor agrees that Assignee, and not Assignor, shall be, and be deemed to be, the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors' rights therein, and reserving the right to Assignor to make such filing in such event) including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the tenant under a Lease under the U.S. Bankruptcy Code. Assignee shall have the option to apply any money received by Assignee as such creditor in reduction of the Obligations.

11. **Assignor Bankruptcy.** If there shall be filed by or against Assignor a petition under the U.S. Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the U.S. Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that: (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the U.S. Bankruptcy Code; and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.


12. **Assignment By Assignee.** Assignee shall have the right to assign the Assignee's right, title and interest in the Leases to any subsequent holder of the Mortgage or Secured Obligations, and to assign the same to any Person acquiring title to the Mortgaged Property through foreclosure or otherwise.

13. **Non-Waiver.** The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be continued or deemed to be a waiver of any such right, an amendment to any of the Loan Documents, or an estoppel against Assignee in any respect, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Loan Documents or under the laws of the State of Michigan. The right of Assignee to collect the Secured Obligations and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

14. **Non-Merger.** So long as any Secured Obligations shall remain unpaid Assignee shall have any obligation to extend credit to Assignor thereunder, unless the Assignee shall otherwise consent in writing, the fee title and the leasehold estate(s) in the Property shall not merge, but shall always be kept separate and distinct, notwithstanding the union of both such estates in the Assignor, any lessee or a third party by purchase or otherwise.

15. **Discharges.** Upon Payment in Full, or as otherwise provided in the Mortgage, Assignee shall, upon Assignor's request, execute and deliver to Assignor a discharge of this Assignment; provided, however, that an affidavit, certificate, letter or statement of Assignee showing any part of the indebtedness remaining unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may and is hereby authorized to rely thereon.

16. **Binding Effect.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of Assignee and their successors and assigns, including all subsequent holders of the Loan Documents, and bind Assignor and its successors and assigns, and all

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Pages: 5 of 8 ALR
BODMAN PLC
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


lessees, subtenants, assigns, and all subsequent owners of the Property. This Assignment shall terminate upon Payment in Full.

17. **Time of the Essence.** Time is of the essence with regard to the performance of the obligations of Assignor in this Assignment and each and every term, covenant and condition herein by or applicable to Assignor.

18. **Amendments, Waivers, Etc.** This Assignment, and any provision hereof or thereof, (i) may be waived only by a written instrument, signed by the Assignee and (ii) may be amended only by a written instrument, signed by the Assignor and the Assignee.

19. **Miscellaneous.** The captions and headings in this Assignment are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this instrument or the intent of any provision thereof. Whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. The provisions of this Assignment are severable, and if any of these provisions shall be held by any court of competent jurisdiction to be unenforceable under a particular circumstances, such holdings shall not affect or impair such provisions under different circumstances or any other provision hereof. The covenants, agreements, indemnifications and warranties in this Assignment will survive the release hereof and shall remain in full force and effect as between Assignee and Assignor.


20. **Definitions.** Capitalized terms not defined herein shall have the meaning ascribed to such term in the Mortgage or the Note.

21. **No Partnership or Third Party Beneficiary.** This Assignment and the other Loan Documents are entitled only to benefit the parties thereto and are not entitled to create third party beneficiary rights on the part of any Person which is not a party thereto. The relationship between Assignor and Assignee is that of debtor and creditor. Nothing contained herein or in any of the other Loan Documents will be deemed to create a partnership or joint venture between Assignee and Assignor, or to cause Assignee to be liable or responsible in any way for the actions, liabilities, debts or obligations of Assignor.

22. **Governing Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, without regard to conflict of laws principles.

23. **JURY TRIAL WAIVER.** ASSIGNOR AND, BY ITS ACCEPTANCE HEREOF, THE ASSIGNEE, MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ASSIGNEE RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THIS ASSIGNMENT OR THE LOAN DOCUMENTS. THE ASSIGNOR WILL NOT SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

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Pages: 6 of 8 ALR
BODMAN PLC
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor as of the date first above written.

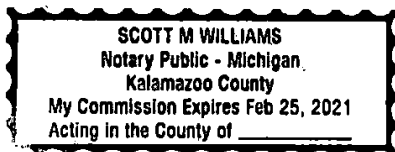
ASSIGNOR:

C. DEAN CRAMER

By: C. Dean Cramer
Name: C. Dean Cramer

STATE OF MICHIGAN)
COUNTY OF Kalamazoo) SS

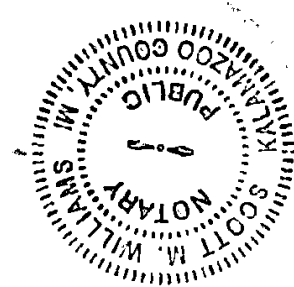
The foregoing instrument was acknowledged before me this ____ day of August 2020, by C. Dean Cramer.



SMWilliams
Notary Public
Kalamazoo County, MI
Acting in Kalamazoo County, MI
My commission expires: 2-25-21

This instrument prepared by
and when recorded return to:

Darren J. Burmania
BODMAN PLC
99 Monroe Ave NW, Suite 300
Grand Rapids, Michigan 49503



2020-029883 09/04/2020 11:57:07 AM

Pages: 7 of 8 ALR

BODMAN PLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**EXHIBIT A
PROPERTY**

Land Situated in the State of Michigan, County of Kalamazoo, Township of Comstock.

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 695 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 53' 30" West along the North line of said Section 622.98 feet to the West line of the East half of the Northeast quarter of said Section; thence South 0° 19' 03" West thereon 2633.40 feet to the East and West quarter line of said Section; thence South 89° 55' 47" East thereon 821.95 feet; thence North 0° 20' 24" East parallel with the East line of said Section to a point which is 435.6 feet South of the North line of said Section 10; thence North 89° 53' 30" West parallel with the North line of said Section 10, a distance of 200 feet; thence North 0° 20' 24" East parallel with the East line of said Section 10 to the point of beginning. EXCEPT the following two parcels of land:

Parcel 1: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.00 feet; thence South 0° 20' 24" West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 556.79 feet to the East and West 1/4 line of said Section; thence North 89° 55' 47" West thereon 530.95 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/2 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.17 feet to the place of beginning.

Parcel 2: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89° 53' 30" West along the North line of said Section 495.00 feet; thence South 0° 20' 24" West parallel to the East line of said Section 1519.27 feet for the place of beginning of the land hereinafter described; thence continuing South 0° 20' 24" West parallel to the East line of said Section 552.79 feet; thence North 89° 55' 47" West parallel to the East and West 1/4 line of said Section 531.17 feet; thence North 0° 19' 03" East parallel to the West line of the East 1/4 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 552.79 feet; thence South 89° 55' 47" East parallel to the East and West 1/4 line of said Section 531.39 feet to the place of beginning.

Parcel No: 07-10-230-011

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Pages: 8 of 8 ALR

BODMAN PLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



RECORDED IN DEEDS

LIBER 939 PG 755

WARRANTY DEED—SHORT 891 (Rev. 1967)
(PHOTO COPY FORM) DOUGLASS BROS. & CO., KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

JUN 21 9 45 AM '74

Richard J. Langford

REGISTER OF DEEDS

This Indenture, made June 18, 1974
BETWEEN David Smit and Carol Smit, husband and wife, whose address
is 6565 East Michigan, Kalamazoo, Mich

of the first part,
and Carl Dean Cramer and Joanne Cramer, husband and wife, as tenants by
the entirety, as to an undivided one-half, and Gregory D. Bonnema and
Bonnie Bonnema, husband and wife, as tenants by the entirety, as to an
undivided one-half.
of the second part,

whose address are: 2515 Gayward, Kalamazoo, Michigan

Witnesseth, That the said party of the first part, for and in consideration of twenty three thousand dollars (\$23,000)

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,
bargain, sell, remise, release, alien and confirm unto the said party of the second part, his heirs and assigns,

FOREVER, all that certain piece or parcel of land situate and being in the Township
of Comstock County of Kalamazoo and State of Michigan, and described as follows, to-wit:

Land situate in the Township of Comstock, County of Kalamazoo, State of Michigan,
described as follows:

A parcel of land located in the Northeast quarter of Section 10 commencing at the
Northeast corner of said Section 10, Town 2 South, Range 10 West; thence North 89°
53' 30" West along the North line of said Section 695' for the place of beginning
of the land hereinafter described: thence continuing North 89° 53' 30" West along
the North line of said Section 622.98' to the West line of the East half of the North-
east quarter of said Section; thence South 0° 19' 03" West thereon 2633.40' to the East
and West quarter line of said Section; thence South 89° 55' 47" East thereon 821.95';
thence North 0° 20' 24" East parallel with the East line of said Section to a point which
is 435.6' South of the North line of said Section 10; thence North 89° 53' 30" West
parallel with the North line of said Section 10 a distance of 200'; thence North 0° 20'
24" East parallel with the East line of said Section 10 to the point of beginning.

Subject to a right of way for road purposes over the North 33' thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: **To Have and to Hold**
the said premises, as herein 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, for himself, his heirs, executors and administrators, does covenant, grant, bargain and
agree to and with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents
he is well seized of the above granted premises in fee simple, that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall **Warrant and Defend** the same against all lawful claims whatsoever,

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof. The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

W. Fred Allen, Jr.

Stanley E. Tipton

David Smit

Carol Smit

Carol Smit

STATE OF MICHIGAN,

COUNTY OF Kalamazoo

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

THIS INSTRUMENT DRAFTED BY
FORD, KRIEKARD, STATON AND ALLEN
ATTORNEYS
1015 AMER. NATL. BANK BLDG.
KALAMAZOO, MICHIGAN 49006

Stanley E. Tipton

Notary Public,
Kalamazoo
My commission expires October 9, 1977

SEE FOOT NOTES ON OTHER SIDE

719

Form 316 4-70
File No. 306-2880
Parcel No. 28

LIBER 953 PL 1497

EASEMENT

Recorded _____ day of _____
A. D. 19 ____ at _____ o'clock ____ M.
Liber _____ Page _____

Register of Deeds

Gregory D. Bonnema and Bonnie L. Bonnema, his wife, 8630 Dolphin, Portage, Michigan and
Carl Dean Cramer and Joanne Cramer, his wife, E. "H" Avenue, Kalamazoo, Michigan
Grantor, in consideration of One Dollar & 00/100 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 lay, construct and
maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in,
through and across the following described land, including all public highways upon or adjacent to said land, which land is situate
in the Township of Comstock, County of Kalamazoo and State of Michigan,
to-wit:

The North 48 feet of the West 622.98 feet of the East 1/2 of the Northeast 1/4 of Section 10,
T2S, R10W.

The route to be taken by said gas mains across said land being more specifically described as follows:

The center line of the gas mains is to be located within the said above described parcel
of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECORDED
AUG 1 8 58 AM '75
REGISTER OF DEEDS

Together with the full right and authority to Grantee, 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, substituting, removing, enlarging, replacing and main-
taining said gas mains, services, connections and accessories, Grantor agrees that no buildings or other structures will be placed
over said gas mains or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or
maintenance of said gas mains.

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

IN WITNESS WHEREOF, Grantor has executed this instrument, this 11 day of SEPT, 19 74

WITNESSES:

Glenn Allen Hess
Glenn Allen Hess
David C. Pierce
David C. Pierce

Carl Dean Cramer
Carl Dean Cramer
Joanne Cramer
Joanne Cramer
Gregory D. Bonnema
Gregory D. Bonnema
Bonnie L. Bonnema
Bonnie L. Bonnema

STATE OF MICHIGAN)
County of Kalamazoo) ss.

The foregoing instrument was acknowledged before me this 11 day of SEPT, 19 74
by Carl Dean Cramer and Joanne Cramer, his wife, and Gregory D. Bonnema and Bonnie L.
Bonnema, his wife

Glenn Allen Hess
Glenn Allen Hess
Notary Public, Kalamazoo County, Michigan
My commission expires OCT 5, 1976

File No. 88-593

File No. 112-94

Parcel No. 2

EASEMENT



B & C Greenhouse, A Michigan Corporation, 8778 East H Avenue, Kalamazoo, MI

Grantor, in consideration of ONE AND 00/100 Dollars (1.00) to him in hand paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, pipes, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, valves, or regulators, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing gas, electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways upon or adjacent to said land, which land is situate in the Township of Comstock, County of Kalamazoo and State of Michigan, to wit:

A parcel of land 10 feet in width in the Northeast one-quarter of Section 10, T2S, T10W; said parcel of land being described as lying 10 feet on each side of a described center line; said center line being described as commencing at the Northeast corner of said Section; thence West along the North line of said Section 880 feet; thence South 700 feet to the place of beginning of said center line; thence West 55 feet; thence South 145 feet to the place of ending of said above described center line.

The route to be taken by said underground cables, conduits, pipes, wires and conductors on, in, under, over, through and across said land being more specifically described as follows:

The center line of the gas and electric facilities is to be located within the above described parcel of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED
SEP 4 10 37 AM '75
Richard J. Conner
REGISTER OF DEEDS

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, valves, regulators, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

Also conveying the right to trim, remove, destroy, or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said facilities.

Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such proximity to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said gas, electrical and/or communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, pipe, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any transformer, junction vault, gas valve or regulator pit. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by nonuse for any length of time.

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

LIBER 1077 PG 1330

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its President this 29th day of August, 19 78.

Witnesses:

Gary D. Gearhart
Gary D. Gearhart
Michael Dick
Michael Dick

Gary Bonnema
Gary Bonnema

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by Gary Bonnema, President of B and C Greenhouse, A Michigan Corporation

Notary Public, Kalamazoo County, Michigan
My commission expires August 13, 1980

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this 29th day of August, 1978,
by Gary Bonnema, President of B and C Greenhouse, A Michigan Corporation
a _____ corporation, on behalf of the corporation.

Gary D. Gearhart
Gary D. Gearhart
Notary Public, Kalamazoo County, Michigan
My commission expires September 13, 1980

When this easement has been
recorded please return it to:
Gary D. Gearhart
Consumers Power Company
2500 E. Cork Street
Kalamazoo, Michigan

Form 368 8-71

File #218-7057
Parcel #2

EASEMENT

Dean Cramer and Joanne Cramer, his wife, 2515 Gaywood, Kalamazoo, Mi. with an undivided $\frac{1}{2}$ interest, Greg Bonnema and Bonnie Bonnema, his wife 8630 Dolphin, Kalamazoo, Mi. with an undivided $\frac{1}{2}$ interest

Grantor, in consideration of one and 00/100 Dollars (\$1.00) to him in hand paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways upon or adjacent to said land, which land is situate in the Township of Comstock, County of Kalamazoo and State of Michigan, to wit:

A parcel of land 20 feet in width in the Northeast $\frac{1}{4}$ of Section 10, Town 2 South, Range 10 West, described as lying 10 feet each side of a described center line, said center line described as commencing at the Northeast corner of said Section; thence West along North line of said Section 1000 feet; thence South 52 feet to the place of beginning; thence East 120 feet; thence South 793 feet; thence East 20 feet; thence West 170 feet; thence South 340 feet; thence South 17 degrees East 507 feet; thence East 20 feet; thence West 20 feet; thence South 515 feet; thence South 73 degrees East 80 feet to the place of ending of said center line.

The route to be taken by said underground cables, conduits, wires and conductors on, in, under, over, through and across said land being more specifically described as follows:

The center line of the underground electric cable is to be located within said above described parcel of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECORDED
SEP 13 2 34 PM '74
REGISTRY OF DEEDS

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

Also conveying the right to trim, remove, destroy, or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said facilities.

Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such proximity to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said electrical and/or communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any subsurface transformer or junction vault. It is further agreed that nonuse or a limited use of the easement herein granted shall not prevent Grantee from later making use of this easement to the full extent herein authorized.

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

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its _____ President this 31ST day of July, 19 74.

Witnesses:

Marvin Gilpin
Marvin Gilpin

Donald E. LaDuke
Donald E. LaDuke

Dean Cramer
Dean Cramer

Joanne Cramer
Joanne Cramer

Greg Bonnema
Greg Bonnema

Bonnie Bonnema
Bonnie Bonnema

LIBER 944 PG 893

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this 31st day of July, 19 74,
by Dean Cramer and Joanne Cramer and Greg Bonnema and Bonnie Bonnema

Donald E. LaDuke
Notary Public, Allegan County, Michigan

My commission expires December 11, 1977

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
a _____ President of _____
a _____ corporation, on behalf of the corporation.

Notary Public, _____ County Michigan

My commission expires _____

When this easement has been
recorded please return it to:
Gary D. Gearhart
Consumers Power Company
2500 E. Cork Street
Kalamazoo, Michigan

RECEIVED
2019 JAN -4 PM 2:05
COUNTY OF KALAMAZOO

Pages: 1 of 1 CD
ASK SERVICES INC
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



STATE FILE NUMBER
207639

1. DECEASED NAME (First, Middle, Last) Joanne Cramer		2. DATE OF BIRTH March 02, 1945		3. SEX Female		4. DATE OF DEATH January 31, 2018	
		5. NAME AT HOME OR OTHER NAME USED FOR PERSONAL BUSINESS Joanne Tuinier		6a. AGE - Last Birthday (Years) 72		6b. UNDER 1 YEAR MONTHS DAYS HOURS MINUTES	
7a. LOCATION OF DEATH Decedent Resident, 8850 East H Avenue 49048		7b. CITY, VILLAGE OR TOWNSHIP OF DEATH Comstock Twp		7c. COUNTY OF DEATH Kalamazoo			
8a. CURRENT RESIDENT - STATE Michigan		8b. COUNTY Kalamazoo		8c. LOCALITY Comstock Twp		8d. STREET AND NUMBER 8850 East H Avenue	
9a. ZIP CODE 49048		9b. BIRTH PLACE Kalamazoo, Michigan		10. SOCIAL SECURITY NUMBER [REDACTED]		11. DECEASED'S EDUCATION High school graduate	
12. RACE White		13a. ANCESTRY Dutch		13b. HISPANIC ORIGIN No		14. EVER IN THE U.S. ARMED FORCES? No	
15. USUAL OCCUPATION Homemaker		16. KIND OF BUSINESS OR INDUSTRY Own Home		17. MARITAL STATUS Married		18. NAME OF SURVIVING SPOUSE Carl Dean Cramer	
19. FATHER'S NAME (First, Middle, Last) Edward Tuinier		20. MOTHER'S NAME BEFORE FIRST MARRIED (First, Middle, Last) Martha Newiek					
21a. INFORMANT'S NAME Carl Dean Cramer		21b. RELATIONSHIP TO DECEASED Spouse		21c. MAILING ADDRESS 8850 East H. Avenue. Michigan 49048			
22. METHOD OF DISPOSITION Burial		23a. PLACE OF DISPOSITION Comstock Cemetery		23b. LOCATION - City or Village, State Comstock Twp, Michigan			
24. SIGNATURE OF MORTUARY SCIENCE LICENSEE Winfred P. Swieczkowski		25. LICENSE NUMBER 4501007064		26. NAME AND ADDRESS OF FUNERAL FACILITY Langeland Family Funeral Homes-Memorial Chapel, 622 S. Burdick Street, Kalamazoo, Michigan 49007			
27a. CERTIFIER <input checked="" type="checkbox"/> Certifying Physician <input type="checkbox"/> Medical Examiner Tahir Alvi, MD		28a. ACTUAL OR PRESUMED TIME OF DEATH 05:07 PM		28b. PRONOUNCED DEAD ON January 31, 2018		28c. TIME PRONOUNCED DEAD 05:07 PM	
27b. DATE SIGNED February 01, 2018		27c. LICENSE NUMBER 065207		30. PLACE OF DEATH Home under Hospice		31. IF HOSPITAL	
34. NAME AND ADDRESS OF CERTIFYING PHYSICIAN Tahir Alvi, MD, Heartland Hospice, 8075 Creekside Drive, Portage, Michigan 49024		32. MEDICAL EXAMINER'S CASE NUMBER		33. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER			
35a. REGISTRAR'S SIGNATURE <i>Anthony [Signature]</i>				35b. DATE FILED February 02, 2018			
36. PART I. ENTER the clinical events, diseases, injuries or complications - that directly caused the death. DO NOT enter terminal process such as cardiac arrest, respiratory arrest or sepsis due to failure of other organs. If diagnosis was an immediate underlying or contributing cause of death be sure to specify the underlying cause of death as Part I of the cause of death section, as appropriate.						Approximate Interval Between Onset and Death Minutes	
a. Cardiopulmonary Arrest b. Breast Carcinoma						Years	
IMMEDIATE CAUSE (that caused or condition prevailing in death) c. Due to (or as a consequence of) d. Due to (or as a consequence of) e. Due to (or as a consequence of)							
PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I.							
37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Unknown		38. IF FEMALE <input checked="" type="checkbox"/> Not pregnant in previous year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Pregnant, but pregnant 43 days to 1 year before death					
39. MANNER OF DEATH Natural		40a. WAS AN AUTOPSY PERFORMED? No		40b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Not Applicable			
41a. DATE OF INJURY		41b. TIME OF INJURY		41c. DESCRIBE HOW INJURY OCCURRED			
41d. INJURY AT WORK		41e. PLACE OF INJURY		41f. IF TRANSPORTATION INJURY		41g. LOCATION	

Timothy Brown

DATED: 02/02/2018

SL01534434



VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED.

9-
2-

TICOR TITLE INSURANCE

5643

LIBER 1553 PL0816

Art 126559

WARRANTY DEED - Statutory Form
FORM 1071

KNOW ALL MEN BY THESE PRESENTS That

GERGORY D. BONNEMA AND BONNIE BONNEMA, HUSBAND AND WIFE

whose address is

8828 EAST H AVENUE, KALAMAZOO, MICHIGAN

Convey(s) and Warranty to

KEVIN R. BORNHORST AND DIANE C. BORNHORST, HUSBAND AND WIFE

whose address is

2206 GOLFVIEW, KALAMAZOO, MICHIGAN 49001

the following described premises situated in the

TOWNSHIP

of

COMSTOCK

County of

KALAMAZOO

and State of Michigan, to-wit:

(SEE ATTACHED RIDER)

CLERK - REGISTER

James J. Hays

92 APR 1 AM 11 26

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

for the full consideration of

SEE REAL ESTATE TRANSFER VALUATION AFFIDAVIT ON FILE

subject to

BUILDING AND USE RESTRICTIONS AND EASEMENTS OF RECORD.

Dated this

26th day of

MARCH

19

92

Witness

Signed and Sealed

C. REID HUDGINS

GREGORY D. BONNEMA

WENDY J. ROHLWING

BONNIE BONNEMA

STATE OF MICHIGAN

COUNTY OF KALAMAZOO

The foregoing instrument was acknowledged before me this

26th

day of

MARCH

19

92

by

GERGORY D. BONNEMA AND BONNIE BONNEMA, HUSBAND AND WIFE

My commission expires

SEPTEMBER 26, 1995

WENDY J. BEACH, N/K/A WENDY J. ROHLWING

Notary Public KALAMAZOO

County, Michigan

Prepared by

ATTORNEY GARY TIRBLE

Address

6146 W. MAIN, SUITE A

KALAMAZOO, MICHIGAN 49009

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee

\$12.00

State Transfer Tax

P.N.T.I. Ins. No.

KA-20640

Tax Parcel No.

3907-10-285-030

When recorded return to

METROPOLITAN TITLE

3227 S. WESTNEDGE, KALAMAZOO, MI

Send subsequent tax bills to

Land in the Township of Comstock, Kalamazoo County, Michigan, described as follows:

Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89 degrees 53 minutes 30 seconds West along the North line of said Section 495.0 feet; thence South 0 degrees 20 minutes 24 seconds West parallel to the East line of said Section 2072.06 feet for the place of beginning of the land hereinafter described; thence continuing South 0 degrees 20 minutes 24 seconds West parallel to the East line of said Section 556.79 feet to the East and West 1/4 line of said Section; thence North 89 degrees 55 minutes 47 seconds West thereon 530.95 feet; thence North 0 degrees 19 minutes 03 seconds East parallel to the West line of the East 1/2 of the Northeast 1/4 of Section 10, Town 2 South, Range 10 West, 556.79 feet; thence South 89 degrees 55 minutes 47 seconds East parallel to the East and West 1/4 line of said Section 531.17 feet to the place of beginning.

Also granting a perpetual easement for access and driveway purposes over a parcel of land located in said Section 10, more particularly described as follows: Commencing at the Northeast corner of Section 10, Town 2 South, Range 10 West; thence North 89 degrees 53 minutes 30 seconds West along the North line of said Section, 1001.94 feet for the place of beginning of the land hereinafter described; thence continuing North 89 degrees 53 minutes 30 seconds West along the North line of said Section, 66.04 feet; thence South 2 degrees 06 minutes 29 seconds West 800.0 feet to a point which is 225.0 feet East of the West line of the East 1/2 of the Northeast 1/4 of said Section; thence South 0 degrees 19 minutes 03 seconds West parallel to the West line of the East 1/2 of the Northeast 1/4 of said Section 1833.73 feet to the East and West 1/4 line of said Section; thence South 89 degrees 55 minutes 47 seconds East thereon 66.02 feet; thence North 0 degrees 19 minutes 03 seconds East parallel to the West line of the East 1/2 of the Northeast 1/4 of said Section 1832.41 feet; thence North 2 degrees 06 minutes 29 seconds East, 801.27 feet to the North line of said Section and to the place of beginning.

719

Form 316 4-70
File No. 306-2880
Parcel No. 28

LIBER 953 PL 1497

EASEMENT

Recorded _____ day of _____
A. D. 19 ____ at _____ o'clock ____ M.
Liber _____ Page _____

Register of Deeds

Gregory D. Bonnema and Bonnie L. Bonnema, his wife, 8630 Dolphin, Portage, Michigan and
Carl Dean Cramer and Joanne Cramer, his wife, E. "H" Avenue, Kalamazoo, Michigan
Grantor, in consideration of One Dollar & 00/100 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 lay, construct and
maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in,
through and across the following described land, including all public highways upon or adjacent to said land, which land is situate
in the Township of Comstock, County of Kalamazoo and State of Michigan,
to-wit:

The North 48 feet of the West 622.98 feet of the East 1/2 of the Northeast 1/4 of Section 10,
T2S, R10W.

The route to be taken by said gas mains across said land being more specifically described as follows:

The center line of the gas mains is to be located within the said above described parcel
of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECORDED
AUG 1 8 58 AM '75
REGISTER OF DEEDS

Together with the full right and authority to Grantee, 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, substituting, removing, enlarging, replacing and main-
taining said gas mains, services, connections and accessories, Grantor agrees that no buildings or other structures will be placed
over said gas mains or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or
maintenance of said gas mains.

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

IN WITNESS WHEREOF, Grantor has executed this instrument, this 11 day of SEPT, 19 74

WITNESSES:

Glenn Allen Hess
Glenn Allen Hess
David C. Pierce
David C. Pierce

Carl Dean Cramer
Carl Dean Cramer
Joanne Cramer
Joanne Cramer
Gregory D. Bonnema
Gregory D. Bonnema
Bonnie L. Bonnema
Bonnie L. Bonnema

STATE OF MICHIGAN)
County of Kalamazoo) ss.

The foregoing instrument was acknowledged before me this 11 day of SEPT, 19 74
by Carl Dean Cramer and Joanne Cramer, his wife, and Gregory D. Bonnema and Bonnie L.
Bonnema, his wife

Glenn Allen Hess
Glenn Allen Hess
Notary Public, Kalamazoo County, Michigan
My commission expires OCT 5, 1976

File No. 88-593

File No. 112-94

Parcel No. 2

EASEMENT



B & C Greenhouse, A Michigan Corporation, 8778 East H Avenue, Kalamazoo, MI

Grantor, in consideration of ONE AND 00/100 Dollars (1.00) to him in hand paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, pipes, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, valves, or regulators, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing gas, electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways upon or adjacent to said land, which land is situate in the Township of Comstock, County of Kalamazoo and State of Michigan, to wit:

A parcel of land 10 feet in width in the Northeast one-quarter of Section 10, T2S, T10W; said parcel of land being described as lying 10 feet on each side of a described center line; said center line being described as commencing at the Northeast corner of said Section; thence West along the North line of said Section 880 feet; thence South 700 feet to the place of beginning of said center line; thence West 55 feet; thence South 145 feet to the place of ending of said above described center line.

The route to be taken by said underground cables, conduits, pipes, wires and conductors on, in, under, over, through and across said land being more specifically described as follows:

The center line of the gas and electric facilities is to be located within the above described parcel of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED
SEP 4 10 37 AM '75
Richard J. Conner
REGISTER OF DEEDS

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, valves, regulators, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

Also conveying the right to trim, remove, destroy, or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said facilities.

Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such proximity to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said gas, electrical and/or communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, pipe, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any transformer, junction vault, gas valve or regulator pit. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by nonuse for any length of time.

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

LIBER 1077 PG 1330

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its President this 29th day of August, 19 78.

Witnesses:

Gary D. Gearhart
Gary D. Gearhart
Michael Dick
Michael Dick

Gary Bonnema
Gary Bonnema

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Gary Bonnema, President of B and C Greenhouse, A Michigan Corporation

Notary Public, Kalamazoo County, Michigan
My commission expires August 13, 1980

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this 29th day of August, 1978, by Gary Bonnema, President of B and C Greenhouse, A Michigan Corporation
a _____ corporation, on behalf of the corporation.

Gary D. Gearhart
Gary D. Gearhart
Notary Public, Kalamazoo County, Michigan
My commission expires September 13, 1980

When this easement has been
recorded please return it to:
Gary D. Gearhart
Consumers Power Company
2500 E. Cork Street
Kalamazoo, Michigan

Form 368 8-71

File #218-7057
Parcel #2

EASEMENT

Dean Cramer and Joanne Cramer, his wife, 2515 Gaywood, Kalamazoo, Mi. with an undivided $\frac{1}{2}$ interest, Greg Bonnema and Bonnie Bonnema, his wife 8630 Dolphin, Kalamazoo, Mi. with an undivided $\frac{1}{2}$ interest

Grantor, in consideration of One and 00/100 Dollars (\$1.00) to him in hand paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways upon or adjacent to said land, which land is situate in the Township of Comstock, County of Kalamazoo and State of Michigan, to wit:

A parcel of land 20 feet in width in the Northeast $\frac{1}{4}$ of Section 10, Town 2 South, Range 10 West, described as lying 10 feet each side of a described center line, said center line described as commencing at the Northeast corner of said Section; thence West along North line of said Section 1000 feet; thence South 52 feet to the place of beginning; thence East 120 feet; thence South 793 feet; thence East 20 feet; thence West 170 feet; thence South 340 feet; thence South 17 degrees East 507 feet; thence East 20 feet; thence West 20 feet; thence South 515 feet; thence South 73 degrees East 80 feet to the place of ending of said center line.

The route to be taken by said underground cables, conduits, wires and conductors on, in, under, over, through and across said land being more specifically described as follows:

The center line of the underground electric cable is to be located within said above described parcel of land.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECORDED
SEP 13 2 34 PM '74
REGISTRY OF DEEDS

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

Also conveying the right to trim, remove, destroy, or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said facilities.

Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such proximity to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said electrical and/or communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any subsurface transformer or junction vault. It is further agreed that nonuse or a limited use of the easement herein granted shall not prevent Grantee from later making use of this easement to the full extent herein authorized.

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

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its _____ President this 31ST day of July, 19 74.

Witnesses:

Marvin Gilpin
Marvin Gilpin

Donald E. LaDuke
Donald E. LaDuke

Dean Cramer
Dean Cramer

Joanne Cramer
Joanne Cramer

Greg Bonnema
Greg Bonnema

Bonnie Bonnema
Bonnie Bonnema

LIBER 944 PG 893

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this 31st day of July, 19 74,
by Dean Cramer and Joanne Cramer and Greg Bonnema and Bonnie Bonnema

Donald E. LaDuke
Notary Public, Allegan County, Michigan

My commission expires December 11, 1977

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
a _____ President of _____
a _____ corporation, on behalf of the corporation.

Notary Public, _____ County Michigan

My commission expires _____

When this easement has been
recorded please return it to:
Gary D. Gearhart
Consumers Power Company
2500 E. Cork Street
Kalamazoo, Michigan