

66

64

THE UNITED STATES OF AMERICA

CERTIFICATE
No. 19,603

To all to whom these Presents shall come, Greeting:

WHEREAS *Sia Wood of Washtenaw County - Michigan*

has deposited in the **GENERAL LAND OFFICE** of the United States, a Certificate of the **REGISTER OF THE LAND OFFICE** at *Detroit* whereby it appears that full payment has been made by the said *Sia Wood*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the North East quarter of Section twenty seven, in Township one North of Range two East containing one hundred and sixty acres, in the District of Lands subject to sale at *Detroit Michigan.*

according to the official plat of the survey of the said Lands, returned to the General Land Office by the **SURVEYOR GENERAL**, which said tract has been purchased by the said *Sia Wood*

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, **HAVE GIVEN AND GRANTED,** and by these presents **DO GIVE AND GRANT,** unto the said *Sia Wood*

and to his heirs, the said tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *Sia Wood*

and to his heirs and assigns forever.

In Testimony Whereof, *I, Martin Van Buren*

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made **PATENT,** and the **SEAL** of the **GENERAL LAND OFFICE** to be hereunto affixed.

GIVEN under my hand, at the **CITY OF WASHINGTON,** the *fifth* day of *May* in the Year of our Lord one thousand eight hundred and *thirty seven* and of the **INDEPENDENCE OF THE UNITED STATES** the *sixty first*

BY THE PRESIDENT: *Martin Van Buren*

By *H. Van Siclen*

Sec'y.

Hudson M. Saaland

Recorder of the General Land Office.

1424592



P:001

**Bureau of Land Management
Eastern States
5275 Leesburg Pike
Falls Church, VA 22041**

SEP 10 2024

Date

**I hereby certify that this reproduction is a true copy of the
official record on file in this office.**

Authorized Signature

P:002

U.S. DEPARTMENT OF THE INTERIOR *PRIVATE CLAIMS*
BUREAU OF LAND MANAGEMENT General Land Office Records

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Accession Nr: MI0700__066 Document Type: State Volume Patent State: Michigan Issue Date: 5/5/1837 Cancelled: No

[Patent Details](#)
[Patent Image](#)
[Related Documents](#)
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Names On Document	
<input checked="" type="checkbox"/>	WOOD, IRA
Military Rank: ---	

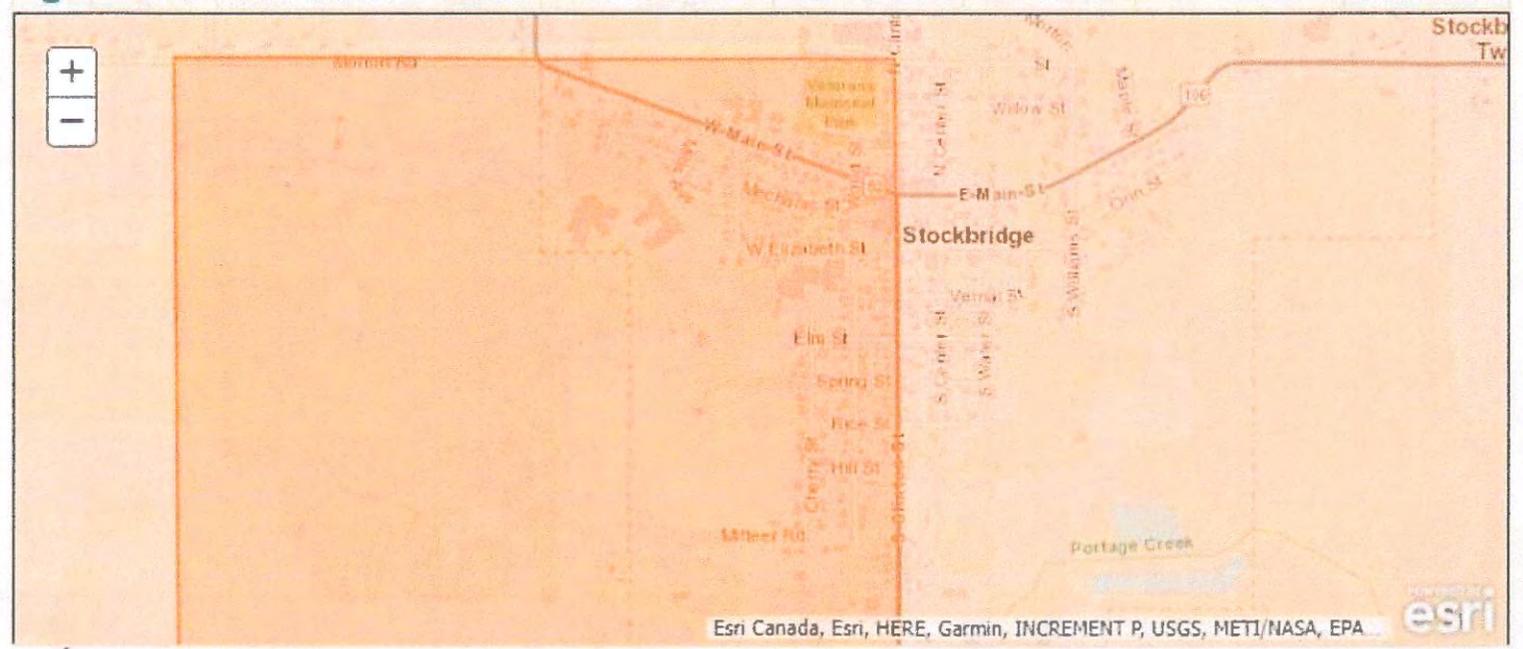
Miscellaneous Information	
Land Office:	Detroit
US Reservations:	No
Mineral Reservations:	No
Tribe:	---
Militia:	---
State In Favor Of:	---
Authority:	April 24, 1820: Sale-Cash Entry (3 Stat. 566)
General Remarks:	---

Document Numbers	
Document Nr:	19603
Misc. Doc. Nr:	---
BLM Serial Nr:	MI NO S/N
Indian Allot. Nr:	---
Coal Entry. Nr:	---

Survey Information	
Total Acres:	160.00
Survey Date:	---
Geographic Name:	---
Mets/Bounds:	No

Land Descriptions

Map	State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
<input checked="" type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	NE¼	27		Ingham



U.S. DEPARTMENT OF THE INTERIOR *PRIVATE CLAIMS*
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Accession Nr: MI0700__066 Document Type: State Volume Patent State: Michigan Issue Date: 5/5/1837 Cancelled: No

[Patent Details](#) [Patent Image](#) [Related Documents](#) [Printer Friendly](#)

Names On Document

WOOD, IRA

Military Rank: ---

Miscellaneous Information

Land Office:	Detroit
US Reservations:	No
Mineral Reservations:	No
Tribe:	---
Militia:	---
State In Favor Of:	---
Authority:	April 24, 1820: Sale-Cash Entry (3 Stat. 566)
General Remarks:	---

Document Numbers

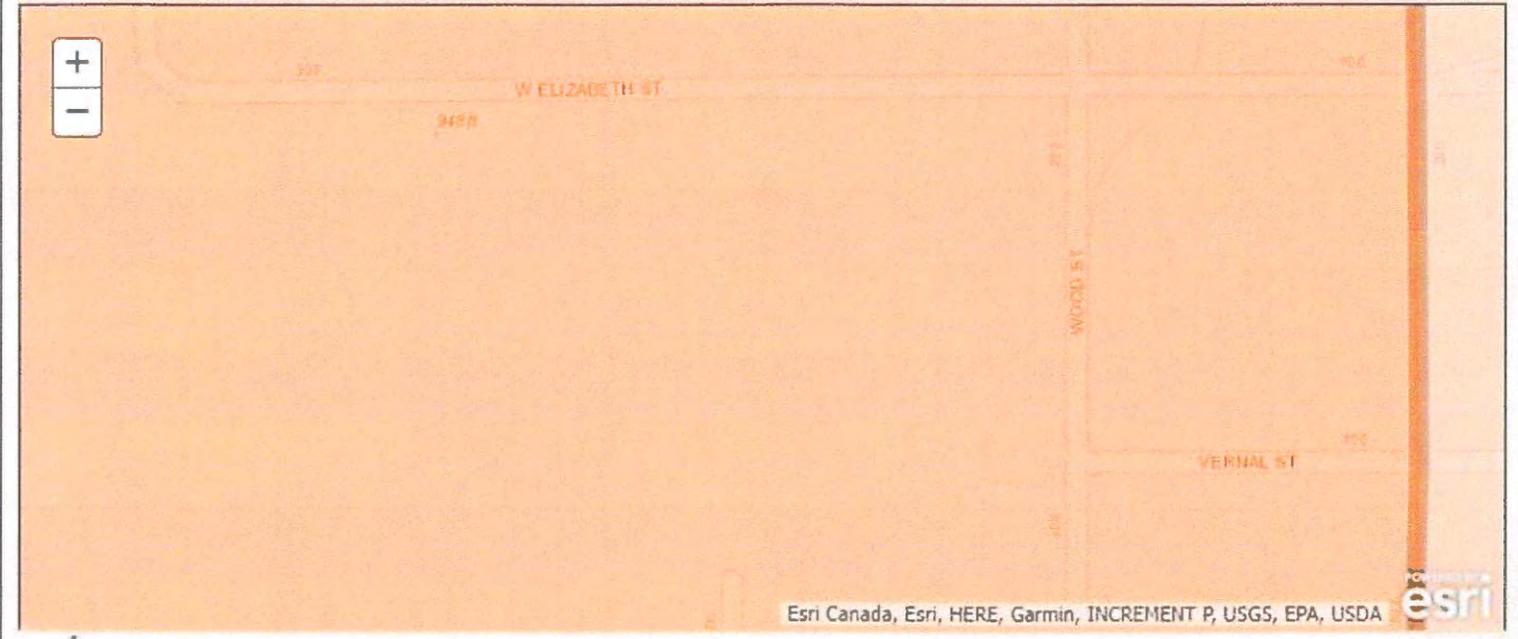
Document Nr:	19603
Misc. Doc. Nr:	---
BLM Serial Nr:	MI NO S/N
Indian Allot. Nr:	---
Coal Entry. Nr:	---

Survey Information

Total Acres:	160.00
Survey Date:	---
Geographic Name:	---
Metes/Bounds:	No

Land Descriptions

Map	State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
<input checked="" type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	NE1/4	27		Ingham



Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=13&loc=true&basemap=terrain&labels=show&plss=show>



P:005

Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=14&loc=true&basemap=terrain&labels=show&plss=show>

<https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=14&loc=true&basemap=terrain&labels=show&plss=show>

SE¼ of the NE¼ of **Section 27 Township 1 North, Range 2 East Michigan Principal Meridian Michigan**
 Area: 40.6 acres Lat, Long: 42.4494427, -84.1826433 Find lat long

305 W Elizabeth St, Stockbridge, MI, USA

Map Satellite POI
 + - print
 Get Ad-Free
 Show labels
 Share/Save Map Selection Tools Draw & Measure
 SHOW OTHER LAYERS
 County lines
 City limits
 Civil townships
 ZIP Codes
 Keyboard shortcuts Map data ©2026 Google 500 m Terms Report a map error
 Township: eg 1 North Range: eg 70 West PM: < any > State: Colorado

P:006

Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=16&loc=true&basemap=terrain&plss=show>

<https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=15&loc=true&>

SE 1/4 of the NE 1/4 of Section 27 Township 1 North, Range 2 East Michigan Principal Meridian Michigan
 Area: 40.6 acres
 Lat. Long: 42.4494427, -84.1826433 Find lat long

305 W Elizabeth St, Stockbridge, MI, USA

Map Satellite POI print Get Ad-Free

SESE SWSW SESW SWSE SESE SWSW SESW SWSE
 NENE NWNW NENW NWNE NENE NWNW NENW NWNE
 SENE SWNW SENW SWNE SENE SWNW SENW SWNE
 NESW NWSE NESE NWSW NESW NWSE NESE

Stockbridge

W Main St
 S Clinton St
 Morton Rd
 Portage Creek

52 160

SHOW OTHER LAYERS
 County lines
 City limits
 Civil townships
 ZIP Codes

EW! Now you can try Draw & Measure for free!

Keyboard shortcuts Map data ©2026 200 m Terms Report a map error

Township: eg 1 North Range: eg 70 West PM: < any > State: Colorado GO!

P:007

Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=16&loc=true&basemap=terrain&labels=show&plss=show>

<https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.1826433&cy=42.4494427&zoom=16&loc=true&basemap=terrain&labels=show&plss=show>

SE¼ of the NE¼ of Section 27 Township 1 North, Range 2 East Michigan Principal Meridian Michigan
Area: 40.6 acres
Lat, Long: 42.4494427, -84.1826433 Find lat long

305 W Elizabeth St, Stockbridge, MI, USA

The map displays a grid of streets and section labels. A blue pin is located at 305 W Elizabeth St. The map includes a search bar, map controls (Map, Satellite, POI, print), and a sidebar with options like 'Show labels', 'Share/Save Map', 'Selection Tools', and 'Draw & Measure'. At the bottom, there are dropdown menus for Township (eg 1 North), Range (eg 70 West), PM (< any >), and State (Colorado), along with a 'GO!' button.

Map controls: Map, Satellite, POI, print, Get Ad-Free

Map sidebar: Show labels, Share/Save Map, Selection Tools, Draw & Measure

SHOW OTHER LAYERS: County lines, City limits, Civil townships, ZIP Codes

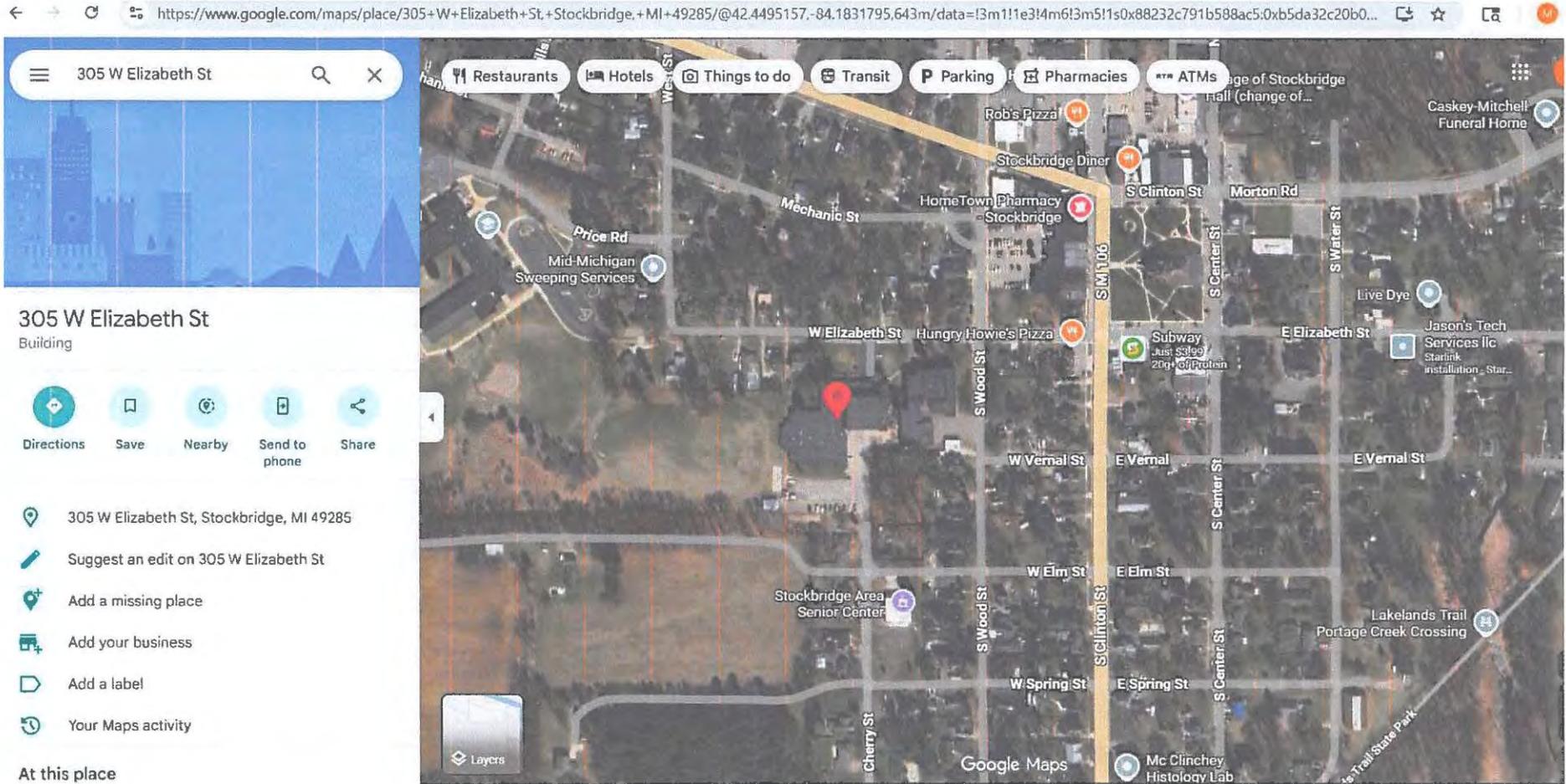
Map data ©2026 100 m Terms Report a map error

Township: eg 1 North Range: eg 70 West PM: < any > State: Colorado GO!

P:008

Retrieved on January 28, 2026 at:

https://www.google.com/maps/place/305+W+Elizabeth+St,+Stockbridge,+MI+49285/@42.4495157,-84.1831795,643m/data=!3m1!1e3!4m6!3m5!1s0x88232c791b588ac5:0xb5da32c20b004fcd!8m2!3d42.4495157!4d-84.1827933!16s%2Fg%2F11b8v5ktq2?entry=ttu&g_ep=EgoyMDI2MDEyNi4wIKXMDSoASAFQAw%3D%3D



P:009

UNOFFICIAL COPY



8 3 7 4 9 2 4
Tx:4233990
4/11/2018 9:56:00 AM

2018-013930
DERRICK QUINNEY
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
04/12/2018 10:36 AM
PAGES: 3

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description, and
all TAXES on same are paid for five years previous to the date of this
instrument as appears by the records of this office except as stated.

4-11-2018 Eric Schertzing, Ingham County Treasurer
TAG Sec. 135, Act 206, 1893 as amended

WARRANTY DEED

Stockbridge Community Schools, a Michigan general powers school district organized and operating under provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, formerly known as Board of Education, Stockbridge Community School District No. 23, a municipal corporation; Stockbridge School District No. 1 of Stockbridge; Stockbridge Community Agricultural School District; School District No. 1 of the Village of Stockbridge; and Stockbridge Community Schools, a municipal corporation, whose address is 305 W. Elizabeth Street, Stockbridge, Michigan 49285-979 (the "Grantor") conveys and warrants to **L & M Family Investments, LLC**, a Michigan limited liability company, whose address is 3468 Catholic Church Road, Stockbridge, Michigan 49285-9791 (the "Grantee"), for the transfer by the Grantor to the Grantee of real property located in the Village of Stockbridge and Township of Stockbridge, Ingham County, Michigan, and legally described as follows:

See Exhibit "A", attached, for legal description.

for the consideration of One and 00/100 Dollar (\$1.00).

This conveyance is subject to:

- (a) building and zoning laws, ordinances and regulations;
- (b) recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
- (c) recorded and existing restrictions, if any;
- (d) recorded and existing utility or roadway easements and rights-of-way; and
- (f) all other rights, restrictions, reservations, easements and other matters of record disclosed in the Commitment for Title Insurance issued by Transnation Title Agency, Commitment No. 2275111.ANS, Revision No. 1, dated January 10, 2018, at 8:00 a.m. and/or that are identified in the Survey of the Property performed by Midwest Consulting, dated January 26, 2018 (Job No. 1799).

The Grantor grants to the Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

TRANSNATION TITLE AGENCY
1675 WATERTOWER PLACE
SUITE 200
EAST LANSING, MI 48823

2275111.ANS JA

UNOFFICIAL COPY

The 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 the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

Stockbridge Community Schools, a Michigan general powers school district organized and operating under provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, formerly known as Board of Education, Stockbridge Community School District No. 23, a municipal corporation; Stockbridge School District No. 1 of Stockbridge; Stockbridge Community Agricultural School District; School District No. 1 of the Village of Stockbridge; and Stockbridge Community Schools, a municipal corporation

Dated: April 10, 2018

By: Karl Heidrich
Karl Heidrich
Its: Superintendent of Schools

Acknowledged by me in Ingham, County, Michigan, this 10 day of April, 2018, by Karl Heidrich, Superintendent of Schools. Stockbridge Community Schools, a Michigan general powers school district organized and operating under provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, formerly known as Board of Education, Stockbridge Community School District No. 23, a municipal corporation; Stockbridge School District No. 1 of Stockbridge; Stockbridge Community Agricultural School District; School District No. 1 of the Village of Stockbridge; and Stockbridge Community Schools, a municipal corporation.

JULIE BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires July 8, 2019
Acting in the County of Ingham

Julie Brown (signature)
____ (printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

UNOFFICIAL COPY

Exhibit "A"

Real property located in the Village of Stockbridge and Township of Stockbridge, Ingham County, Michigan, and legally described as follows:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a lane); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008
(Part of), 33-42-16-27-276-009 (Part of), and
33-42-16-27-276-010 (Part of) (the "Property")

14



8 4 6 3 9 7 4
Tx:4288037
1/30/2020 8:59:00 AM

INST. # 2020-003500
DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY MICHIGAN
RECORDED ON:
01/31/2020 09:30 AM
PAGES: 14

MORTGAGE

RECORDATION REQUESTED BY:
Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49269

WHEN RECORDED MAIL TO:
Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49269

SEND TAX NOTICES TO:
L & M Family Investments, LLC
3488 Catholic Church
Stockbridge, MI 49285

FOR RECORDER'S USE ONLY

THIS MORTGAGE dated November 20, 2019, is made and executed between L & M Family Investments, LLC a Michigan Limited Liability Company (referred to below as "Grantor") and Farmers State Bank of Munith, whose address is 201 N Main Street, PO Box 217, Munith, MI 49269 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Ingham County, State of Michigan:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 305 W Elizabeth, Stockbridge, MI 49285. The Real Property tax identification number is 33-42-18-27-276-018.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL COVENANTS AND OBLIGATIONS UNDER THE NOTE, THE RELATED

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**MORTGAGE
(Continued)**

DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Lender agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with

**MORTGAGE
(Continued)**

Page 3

Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to (a) attend to Lender's interests, (b) inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage, (c) appraise the property, (d) investigate whether the property is a site or source of environmental contamination, or (e) remove to remediate any environmental contamination. Without limiting the foregoing, Lender shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the property within the meaning of section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL section 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation, assessment, removal, or remediation, there shall have occurred and be continuing an Event of Default, then all costs and expenses of the appraisal, investigation, assessment, removal or remediation, shall be subject to the "Lender's Expenditures" section of this Mortgage. Grantor shall execute any consultant contract, waste manifest, notice, and other documents that Lender requests to enable Lender to take or conduct any action or activity contemplated by this paragraph, if Grantor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice, or other document.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is

P:015

**MORTGAGE
(Continued)**

commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is

**MORTGAGE
(Continued)**

required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue

**MORTGAGE
(Continued)**

Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering,

**MORTGAGE
(Continued)**

filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien. Such failure to make payment for taxes or insurance shall constitute waste at the time such items are due and payable.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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(Continued)**

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RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment fee that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Without limiting those rights and remedies, Lender may, at its option, either (a) enforce its security interest in the Personal Property under the Uniform Commercial Code or other applicable law or (b) include the Personal Property in any judicial or non-judicial foreclosure of this Mortgage.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Any failure of Grantor to pay any taxes assessed against the Property or to pay any installment of those taxes or to pay any insurance premium upon any policy covering any property located upon the Property shall constitute waste and shall entitle Lender to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing the waste, except that no receiver may be appointed for any dwelling house or farm occupied by any owner of it as the owner's home or farm or for any store or other business property having an assessed valuation of \$7,600 or less. Subject to the order of the court, the receiver may collect the rents and income from the Property and shall exercise control over the Property to the extent ordered by the court. A court may also appoint a receiver for the Property in any other circumstances permitted by law. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may sell, release and convey the Real Property at public sale and sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment in full of the sums then due under this Mortgage and the expenses of the sale, including attorney fees as provided by law, to Grantor, all in accordance with applicable law.

Warning. This Mortgage contains a power of sale, and, upon default, may be foreclosed by advertisement. In foreclosure by advertisement, no hearing is involved and the only notice required is to publish notice in a local newspaper and to post a copy of the notice on the Property.

Waiver. If this Mortgage is foreclosed by advertisement, Grantor hereby voluntarily and knowingly waives all rights under the Constitution and laws of the State of Michigan and Constitution and laws of the United States to all notice and a hearing in connection with the above-mentioned foreclosure by advertisement, except as set forth in the Michigan statute providing for foreclosure by advertisement.

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**MORTGAGE
(Continued)**

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Will. If Grantor remains in possession of the Property after Lender or the purchaser at a foreclosure sale of the Property become lawfully entitled to possession of the Property, the Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall, at the option of the person lawfully entitled to possession, either (1) pay a reasonable rental for the use of the Property or (2) vacate the Property immediately upon the demand of the person lawfully entitled to possession.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales and Grantor waives Grantor's rights under MCLA Section 600.3224 to have separate parcels sold separately and to have no more parcels than necessary sold. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness. After the date that payment of the indebtedness secured by this Mortgage has been accelerated by Lender, acceptance by Lender of any amount(s) paid by or on behalf of Grantor which is less than the full unpaid balance of the indebtedness, including without limitation all accrued interest, late charges and other amounts due Lender under this Mortgage, shall not be deemed a waiver of default or acceleration, but shall be credited toward the unpaid balance of the indebtedness, unless Lender shall specifically agree in writing to waive any such default or acceleration or both.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover its reasonable attorneys' fees. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally

**MORTGAGE
(Continued)**

recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Michigan.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jackson County, State of Michigan.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without

**MORTGAGE
(Continued)**

notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Use of Pronouns. Any term used to designate any of the parties in this Mortgage shall be deemed to include the respective heirs, estate representatives, successors, and assigns of the parties, and all pronouns and relative words used in this Mortgage are intended to apply in the singular, plural, feminine or neuter forms as the context may require, to appropriately refer to the parties designated.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Michigan as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means L & M Family Investments, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means L & M Family Investments, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to

**MORTGAGE
(Continued)**

enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Farmers State Bank of Munith, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 20, 2019, in the original principal amount of \$198,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is November 20, 2024.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

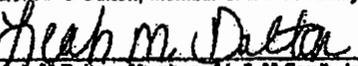
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR COVENANTS AND AGREES TO THE PROVISIONS OF THIS MORTGAGE.

GRANTOR:

L & M FAMILY INVESTMENTS, LLC

By: 
Michael D Dalton, Member of L & M Family Investments, LLC

By: 
Leah M Dalton, Member of L & M Family Investments, LLC

This Mortgage was prepared by: Louis J Salow, AVP/Credit Administrator
Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49289

MORTGAGE
(Continued)

Page 13

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Ingham)

On this 20th day of November, 2019, before me, the undersigned Notary Public, personally appeared Michael D Dalton, Member of L & M Family Investments, LLC and Leah M Dalton, Member of L & M Family Investments, LLC, and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By [Signature] My commission expires 11-23-24
Louis J Satow

Notary Public, State of Michigan, County of Ingham

Acting in the County of Ingham

Exhibit "A"

PROPERTY DESCRIPTION

The land referred to is described as follows:

Land in Village of Stockbridge, Ingham County, Michigan described as:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, page 23 and in the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00 degrees 00' 00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87 degrees 19' 49" East, 1356.88 feet (recorded North 87 degrees 35' 10" East, 1353.00 feet along the North fence of a lane); thence South 89 degrees 31' 18" East, 381.11 feet (recorded as South 89 degrees 22' 10" East) to the point of beginning; thence North 00 degrees 14' 35" East, 351.83 feet; thence South 89 degrees 32' 11" East 139.49 feet along the South line of Lots 2, 3, and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00 degrees 10' 49" East, 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89 degrees 32' 11" East 132.25 feet (recorded as 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00 degrees 14' 35" West, 100.00 feet along the East line of said Lot 1, Block 2; thence South 89 degrees 32' 11" East, 49.50 feet; thence North 00 degrees 14' 35" East 100.00 feet along the East line of Lot 1, Block 1 of McArthur's Addition to the Village of Stockbridge; thence South 89 degrees 32' 11" East, 264.00 feet along said South line of Elizabeth Street; thence South 00 degrees 14' 35" West, 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89 degrees 31' 18" West, 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89 degrees 31' 18" West, 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00 degrees 14' 35" West, 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00 degrees 14' 35" West, 138.26 feet along the West line of Cherry Street (so-called) (49.50 feet wide) and the East lines of Lots 1, 2, and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3, of Block 3; thence North 89 degrees 31' 18" West, 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

**2024-026031
INGHAM COUNTY, MI
DERRICK QUINNEY
REGISTER OF DEEDS**

OFFICIAL LAND RECORD

Instrument Number: 2024-026031

Number of Pages: 3

Arrival Date and Time: 10/31/2024 3:44:00 PM

Recording Date and Time: 11/01/2024 11:18 AM

Document Type: QUIT CLAIM DEED

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, INGHAM COUNTY, MICHIGAN.



**DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY, MICHIGAN**

This cover page is PAGE 1 of your document and is part of the Official Public Record.

For Internal Use ONLY:

TxId: 4495984

DocId: 8716109

P:027

Quit Claim Deed

The Grantors: L & M Family Investments, LLC a Michigan Limited Liability Company by Michael David Dalton, Jr as President
3468 Catholic Church Rd
Stockbridge MI 49285

Quit Claims to: Michael Dalton Jr and Leah Dalton, Husband and Wife
3468 Catholic Church Rd
Stockbridge MI 49285

The following described premises situated in the Village of Stockbridge and Township of Stockbridge, County of Ingham, State of Michigan, to-wit:

See Attached Exhibit A

Tax ID: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")
Commonly known as: 305 W Elizabeth St, Stockbridge MI 49285

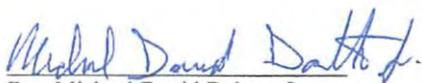
Subject to easements, restrictions and reservations of record.

For a full consideration of \$1.00 (One dollar and zero cents)

Exempt from State Transfer Tax under MCL 207.526 (a)
Exempt from County Transfer Tax under MCL 207.505(a)

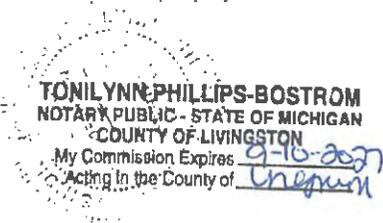
Dated: 10-31-2024

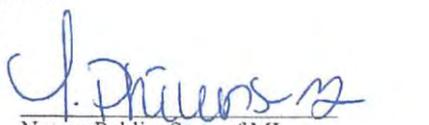
Signed by:
L & M Family Investments, LLC a Michigan Limited Liability Company


By: Michael David Dalton, Jr
Its: President

State of Michigan)
)SS
County of Ingham)

The foregoing instrument was acknowledged before me this 31 day of October, 2024 by L & M Family Investments, LLC a Michigan Limited Liability Company by Michael David Dalton, Jr as President


TONILYNN PHILLIPS-BOSTROM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires 9-16-2027
Acting in the County of Ingham


Notary Public, State of MI
My Commission Expires: 9-16-2027
County Acting In: Ingham

Prepared by and return to: Michael Dalton, 3468 Catholic Church Rd, Stockbridge MI 49285

Exhibit "A"

Real property located in the Village of Stockbridge and Township of Stockbridge, Ingham County, Michigan, and legally described as follows:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a lane); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

Address: 305 W. Elizabeth St.
Stockbridge MI 49285

**2024-027234
INGHAM COUNTY, MI
DERRICK QUINNEY
REGISTER OF DEEDS**

OFFICIAL LAND RECORD

Instrument Number: 2024-027234

Number of Pages: 4

Arrival Date and Time: 11/15/2024 2:52:00 PM

Recording Date and Time: 11/18/2024 12:09 PM

Document Type: MISCELLANEOUS DOCUMENT

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, INGHAM COUNTY, MICHIGAN.



**DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY, MICHIGAN**

This cover page is PAGE 1 of your document and is part of the Official Public Record.

For Internal Use ONLY:

Txid: 4497124

DocId: 8717543

P:030

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Prepared By:
Michael Dalton Jr and Leah Dalton
3468 Catholic Church Rd
Stockbridge, MI 49285

Tax Parcel # 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

NOTICE OF ACKNOWLEDGEMENT
DELIVERY AND ACCEPTANCE OF DEED

On November 12th, 2024, We, Michael Dalton Jr and Leah Dalton, in the presence of Almighty God did receive delivery of a certified copy of our Quit Claim Deed, Recording # 2024-026031 from the Ingham County, State of Michigan Recorder's Office, the official recorder of real property and land documents.

We have lawfully accepted delivery and ownership of said deed, thereby perfecting and correcting the deed, without any intent of granting, assigning, selling or exchanging any right regarding said deed accepted by us or regarding any property listed or inferred thereon to any person other than ourselves, Michael Dalton Jr and Leah Dalton, man of flesh and blood, sui juris, sole owners.

Michael Dalton Jr 11-14-24
Michael Dalton Jr - Grantor

Michael Dalton Jr 11-14-24
Michael Dalton Jr - Grantee

Leah Dalton 11-14-24
Leah Dalton - Grantor

Leah Dalton 11-14-24
Leah Dalton - Grantee

LAND DESCRIPTION:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a lane); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of

said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

Situate in Ingham County, Michigan

Note: The above land description is excepting any public contract that may infringe on the reasonable and necessary rights of relevant landowners. The attached land description is excepting infringement on the sovereign rights of the Grantee as a matter of principle under common law. Any such infringement of sovereign unalienable rights as protected by the Constitution of the United States of America, c. 1787, as amended by the first ten Amendments, known as the Bill of Rights, c. 1791, is declared excluded, null and void.

Note: The above land description is accepting any private contracts that may benefit the reasonable and necessary rights of relevant land owners.

WITNESSETH

Dated: Nov 14, 2024 Michael P Jerome
Witness 1 – Michael P Jerome

[Signature]
Witness 1 – Signature
Michael A Lee
Witness 2 – Signature

Dated: Nov 14, 2024 Michael A Lee
Witness 2 – Michael A Lee

Michigan: State)
 : ss.
Ingham: County)

On November 14, 2024, before me the undersigned, a Notary Public in and for said Michigan State, appeared Michael Dalton Jr and Leah Dalton known to me or who produced satisfactory evidence that they are the individuals whose names are subscribed to the within instrument, and who duly acknowledged to me that he/she executed the same.

Witness my hand and official seal.

AMY SZYMCZAK
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires October 26, 2029
Acting In the County of Ingham

[Signature]
[Notary Public]
My Commission expires: 10-26-2029



Exhibit "A"

Real property located in the Village of Stockbridge and Township of Stockbridge, Ingham County, Michigan, and legally described as follows:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a lane); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

Address: 305 W. Elizabeth St.
Stockbridge MI 49285

2024-030240
INGHAM COUNTY, MI
DERRICK QUINNEY
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Instrument Number: 2024-030240

Number of Pages: 6

Arrival Date and Time: 12/23/2024 11:23:00 AM

Recording Date and Time: 12/26/2024 2:04 PM

Document Type: MISCELLANEOUS DOCUMENT

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, INGHAM COUNTY, MICHIGAN.



DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY, MICHIGAN

This cover page is PAGE 1 of your document and is part of the Official Public Record.

For Internal Use ONLY:

Txid: 4499970

DocId: 8721066

P:034

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Prepared By:
Michael Dalton Jr and Leah Dalton
3468 Catholic Church Rd
Stockbridge, MI 49285

Tax Parcel # 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

DECLARATION OF GRANTEE'S/ASSIGNEE'S NOTICE AND CLAIM OF
"FOREVERR" BENEFIT OF ORIGINAL LAND GRANT/PATENT

KNOW ALL MEN BY THESE PRESENTS, that We, Michael Dalton Jr and Leah Dalton, do hereby certify and declare that we hold, in Fee Simple/ Allodium, the below described land. We accept and claim the "forever" benefit of the Land Grant/Patent that granted all incidents of ownership held by the Grantor to Ira Wood, the original grantee, his heirs and assigns forever, being United States Land Grant/Patent Number 19603 dated May 5th, 1837, and any applicable application and certificate numbers. This is formal notice that the Grant has been acknowledged, delivered, and accepted, only as it pertains to the land described herein and that I have taken possession lawfully, as assignee in the chain of title from the original Land Grant/Patent, and do occupy the land.

(1) THE CHARACTER OF SAID PROPERTY SO CLAIMED BY PATENT, and legally described and referenced under Grant/Patent listed above is:

LAND DESCRIPTION:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a lane); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

Situate in Ingham County, Michigan

The above land description is excepting any public contract that may infringe on the reasonable and necessary rights of relevant landowners. This description is excepting infringement on the sovereign rights of the Grantee as a matter of principle under common law. Any such infringement of sovereign unalienable rights as protected by the Constitution of the United States of America, c. 1787, as amended by the first ten Amendments, known as the Bill of Rights, c. 1791, is declared excluded, null and void.

The above land description is accepting any private contracts that may benefit the reasonable and necessary rights of relevant land owners.

This is notice of my Preemptive Right to possess my land pursuant to the Declaration of Independence [1776], Law of Nations, Treaty of Peace with Great Britain [8 Stat. 80], known as the Treaty of Paris [1793], An Act of Congress [3 Stat. 566, April 24, 1824], The Oregon Treaty [9 Stat. 869, June 15, 1846], The Homestead Act [12 Stat. 392, 1862], and 43 USC sections 57, 59 and 83. The Grantee/Assignee is mandated, pursuant to Article VI, Sections 1, 2, and 3, Article IV, Section 1, Clauses 1 and 2; Section 2, Clauses 1 and 2; Section 4; the 4th, 7th, 9th and 10th Amendments [United States Constitution 1781-91], and numerous legislated positive laws, to accept and acknowledge the grant by the original Land Grant/Patent to the original grantee of title in Fee Simple/Allodium, by taking delivery, taking possession, occupying and accepting title in the chain of title from the original grantee of title. Land Grant/Patent Assignee accepts said title as Perfect Title. This is my formal Declaration that this process is lawfully executed and completed, being effective, *nunc pro tunc*, from June 28, 1890.

This is the only lawful method that Perfect Title can be held in my name. Nothing passes a perfect title to public lands... but a patent. See *Wilcox v. Jackson*, 13 U.S. (13 Pet.) 498, 101 Ed. 264. All questions of fact decided by the General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it. See *Litchfield v. The Register*, 9 U.S. (Wall.) 575, 19 L. Ed. 681. This document is instructed to be attached to all deeds and/or conveyances in the name of the above party and to never be separated from them. The required recording of this document, in a manner known as *nunc pro tunc* is mandated and endorsed by United States Positive Supreme Law and cited by case history in this document.

The notice and effect of a Land Patent or Grant of Public Land is a Public Law standing on the books of the State of Washington, Thurston County and is notice to every subsequent purchaser under any conflicting sale made afterward (the date of the original Land Grant/Patent). See *Wineman v. Gastrell*, 54 F. 819, 4 CCA 596, 2 U.S. App. 581. *Wilcox v. Jackson*, 13 U.S. (13 Pet.) 498, 10 L.Ed. 264.

Where the United States has parted with title by a patent legally issued upon surveys legally made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes. *Cage v. Danks*, 13 La. Ann. 128.

EJECTMENT-In the case of ejectment, where the question is who has legal title, the patent of the government is unassailable, *Sanford v. Sanford*, 139 U.S. 642, 35 L.Ed. 290.

LEGAL TITLE-The patent vests the legal title in the patentee and is conclusive evidence of title. *Gibson v. Chouteau*, 80 U.S. 92, 20 L.Ed. 534. TRANSFER OF PATENTEE-Title and rights of *bona fide* purchaser from patentee will be protected. *U.S. v. Debell*, 227 F. 760 (C8 SD 1915); *U.S. v. Beaman* (1917, CA8 Colo) 242 F. 876, 43 USCA ss15.

IMMUNITY FROM COLLATERAL ATTACK-A lawful Land Patent holder is immune from collateral attack. *Collins v. Bartlett*, 44 Cal 371; *Webber v. Pere Marquette Broom Co.*, 62 Mich. 626, 30 N.W. 469; *Suret v. Doe*, 24 Miss. 118; *Pittsmont Copper Co. v. Vanina*, 71 Mont. 44, 227 Pac. 45; *Green v. Barker*, 47 Neb. 934, 66 N.W. 1032.

A patent for land is the highest evidence of title and is conclusive as evidence against the Government and all claiming under junior patents or titles. *U.S. v. Stone*, 2 U.S. 525. Estoppel is hereby noticed and has been maintained as against a municipal corporation (County). *Beadles v. Smyser*, 209 U.S. 393. Until it issues, the Fee is in the Government which by patent passes to the grantee, and he is entitled to enforce possession in ejectment. *Bagnell v. Broderick*, 13 U.S. (Pet.) 136. State statutes that give lesser authoritative ownership of title than a patent cannot even be brought in Federal Court. *Langdon v. Sherwood*, 124 U.S. 74, 80. The power of Congress to dispose of its land cannot be interfered with, or its exercise embarrassed by any state legislation, nor can such legislation deprive the grantee of the possession and enjoyment of the property granted by reason of any delay in the transfer of the title after the initiation of proceedings for its acquisition. *Gibson v. Chouteau*, 13 U.S. (Wall) 92, 93.

LAND TITLE AND TRANSFER-The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat the title, even where these have been traced to its source. The purchaser must be at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad. Yeakle, *Torrens System*, 209. Patents are issued (and theoretically passed) between Sovereigns. *Leading Fighter v. County of Gregory*, 230 N.W.2d, 114, 116.

THE PATENT IS PRIMA FACIE CONCLUSIVE EVIDENCE OF TITLE. *Marsh v. Brooks*, 49 U.S. 223, 233.

An estate in inheritance without condition belonging to the owner and alienable by him, transmissible to his heirs absolutely and simply, is an absolute estate in perpetuity and the largest possible estate a man can have, being in fact allodial in its nature. *Stanton v. Sullivan*, 63 R.I. 216, 7A. 696. The original meaning of a "perpetuity" is "an inalienable, indestructible interest." *Bouvier's Law Dictionary*, Vol. 3, pg. 2570 (1914).

NOTICE: The below signed Grantee/Assignee is, in fact, through perfected title by Land Grant/Patent, the lawful owner of the above-described land, held in Fee Simple/Allodium, including all appurtenances and hereditaments. If this Land Grant/Patent is not challenged within sixty (60) days in a court of law by someone, it then becomes my property, as no one has followed the proper steps to get legal title, the final certificate or receipt acknowledging the payment in full by a homesteader or preemptor is not legal effect a conveyance of land. *U.S. v. Steenerson*, 50 F. 504, ICCA 522, 4 U.S. App 332. As such, said land remains unencumbered, free and clear, without liens or lawfully attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e.g., Uniform Commercial Code) whatsoever.

A Land Patent is conclusive evidence the Patent has complied with the Act of Congress as concerns improvements on the land, etc. *Jenkins v. Gibson*, 3 La. Ann. 203. I believe there is no evidence to the contrary. *U.S. v. Steenerson*, 50 F. 504, 1 CCA 552, 4 U.S. App 332.

LAW ON RIGHTS, PRIVILEGES AND IMMUNITIES-When land title is transferred by patentee, Title and Rights of *bona fide* purchaser from patentee will be protected. *U.S. v. Debell*, 227 F. 760 (C8 SD 1915); *U.S. v. Beaman*, 242 F. 876 (CA8 Colo. 1917); *State v. Hewitt Land Company*, 74 Wash. 573, 134 P. 474, from 43 U.S.C. and 15 n 44. An Assignee, whether he is the first, second or third party to whom title is conveyed, shall lose none of the original rights, privileges or Immunities of the original grantee of the Land Grant/Patent. No state shall impair a private contract. United States Constitution, Article 1, Section 10.

In Federal Courts, the Land Patent is held to be the foundation of title at law. *Fenn v. Holmes*, 21 How. 481.

Failure of any lawful party in interest to bring forward a lawful challenge to this Notice of Claim and Declaration of Grantee's "Forever" Benefit of Original Land Grant/Patent, as stipulated herein, will be laches and estoppel to any and all parties of interest. Failure to make a lawful claim, as indicated herein, within ninety (90) calendar days of this notice, will forever bar any claimant from any claim against my allodial estate as described herein and will be Final Judgment. Herein Fail Not.

Michigan: State)
: ss.
Ingham: County)

On November 18, 2024, We Michael Dalton Jr and Leah Dalton, depose and say that: We are Grantee/Assignee in the within Declaration of Notice and Claim of "Forever" Benefit of Original Land Grant/Patent; that we have read and know the contents thereof, and that the matters therein stated are true to our knowledge; and we do state that the above court cites are true or believed by us to be true and correct.

Michael Dalton Jr 11/18/24
Michael Dalton Jr

Leah Dalton 11/18/24
Leah Dalton

Michigan: State)
: ss.
Ingham: County)

On November 18, 2024, before me the undersigned, a Notary Public in and for said Michigan State, appeared Michael Dalton Jr and Leah Dalton known to me or who produced satisfactory evidence that he/she are the individuals whose names are subscribed to the within instrument, and who duly acknowledged to me that he/she executed the same. Purpose of jurat is for the oath and identification only and cannot be used to indicate entry into any foreign jurisdiction.

Witness my hand and official seal.

T. Phillips-Bostrom
[Notary Public]

TONILYNN PHILLIPS-BOSTROM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires 9-10-2027
Acting in the County of Livingston

My Commission expires: 9-10-2027

Exhibit "A"

Real property located in the Village of Stockbridge and Township of Stockbridge, Ingham County, Michigan, and legally described as follows:

A parcel of land located in McArthur's Addition to the Village of Stockbridge, as recorded in Liber 3 of Plats, Page 23 AND the Northeast 1/4 of Section 27, Town 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; thence South 00°00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87°19'49" East 1356.88 feet (recorded North 87°35'10" East 1353.00 feet along the North fence of a line); thence South 89°31'18" East 381.11 feet (recorded as South 89°22'10" East) to the point of beginning; thence North 00°14'35" East 351.83 feet; thence South 89°32'11" East 139.49 feet along the South line of Lots 2, 3 and 4, Block 2, McArthur's Addition to the Village of Stockbridge, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00°10'49" East 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89°32'11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1, Block 2 of said McArthur's Addition to the Village of Stockbridge; thence South 00°14'35" West 100.00 feet along the East line of said Lot 1, Block 2; thence South 89°32'11" East 49.50 feet; thence North 00°14'35" East 100.00 feet along the West line of Lot 1, Block 1, of said McArthur's Addition to the Village of Stockbridge; thence South 89°32'11" East 264.00 feet along said South line of Elizabeth Street; thence South 00°14'35" West 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89°31'18" West 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89°31'18" West 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00°14'35" West 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00°14'35" West 138.26 feet along the West line of Cherry Street (so called) (49.50 feet wide) and the East lines of Lots 1, 2 and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 6.26 feet South of the North line of said Lot 3 of Block 3; thence North 89°31'18" West 271.59 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning.

Property Identification Nos.: 33-42-16-27-276-007, 33-42-16-27-276-008 (Part of), 33-42-16-27-276-009 (Part of), and 33-42-16-27-276-010 (Part of) (the "Property")

Address: 305 W. Elizabeth St.
Stockbridge MI 49285

PUBLIC NOTICE

On November 18th, 2024, We, the undersigned Owners, do hereby formally make public notice that we have duly acknowledged the deed to the land commonly known as 305 W. Elizabeth Street, Stockbridge, MI, which deed was recorded in the Ingham County, State of Michigan Recorder's Office, under File # 2024-026031; that We have accepted said deed, taken possession of the land, and do in fact occupy said land and do hereby declare notice of our homestead of this land. Further, as Owners, We have claimed the "Forever" benefit of the original Land Grant/Patent for this land by updating the Land Patent for this land; thereby we hold this land in Fee Simple/Allodium in the chain of title from the original lawful Land Grant/Patent, including all appurtenances and hereditaments. To the best of our knowledge, there is no lawful claim against this land, and we believe there is no evidence to the contrary.

If any party, man, corporation or other entity claims any interest in our land, said party must make such claim, in writing, within sixty (60) calendar days from the date of posting of this Notice, to:

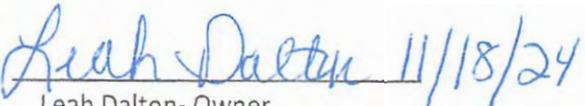
Michael Dalton Jr. and Leah Dalton
3468 Catholic Church Rd
Stockbridge, MI 49285
NON-DOMESTIC without the U.S.

Your claim must be lawfully documented by providing the wet ink signature documents that prove your claim against this land. Failure to state your claim, in writing, within sixty (60) calendar days of this posting date will forever bar you from making a claim. Failure to state a claim within ninety (90) calendar days will be final judgment against you by default and estoppel. Herein Fail Not. This Notice will be posted in a conspicuous public place for no less than thirty (30) consecutive days. This Notice will be posted in a conspicuous public place for no less than the incorporated state statutory requirements.

Anyone with lawful standing who wishes to make an appointment to view the documents referred to herein may do so by telephoning Leah Dalton at 989-429-2962 or by emailing your request to leahdalton9@gmail.com

1. Quit Claim Deed recorded under File # 2024-026031, Ingham County Recorder's Office
2. Notice of Acknowledgement, Delivery and Acceptance of Deed
3. Original Land Patent obtained from the Bureau of Land Management
4. Grantee/Assignee's Notice and Declaration of Grantee/Assignee's Claim of "Forever" Benefit of Original Land Grant/Patent
5. Any other pertinent documents


Michael Dalton Jr -Owner


Leah Dalton - Owner

THIS NOTICE MUST REMAIN POSTED UNTIL: December 21st, 2024

Affidavit of Posting

On November 18, 2024 at 3:53 a.m./p.m, We, Michael P Jerome and Michael A Lee witnessed Michael Dalton Jr and Leah Dalton post their Public Notice on a bulletin board in the Stockbridge, MI post office at 117 North Clinton Street, Stockbridge, MI 49285. We also witnessed them posting two copies of their Public Notice on their property at 305 W. Elizabeth Street, Stockbridge MI, 49285. 4:01 p.m.

WITNESSETH

Dated: <u>11-20-24</u>	<u>Michael P Jerome</u>	<u>[Signature]</u>
	Witness 1 – Michael P Jerome	Witness 1 – Signature
Dated: <u>11-20-24</u>	<u>Michael A Lee</u>	<u>Michael A Lee</u>
	Witness 2 – Michael A Lee	Witness 2 – Signature

Michigan: State)
: ss.
Ingham: County)

On November 20, 2024, before me the undersigned, a Notary Public in and for said Michigan State, appeared Michael P Jerome and Michael A Lee known to me or who produced satisfactory evidence that they are the individuals whose names are subscribed to the within instrument, and who duly acknowledged to me that they executed the same.

Witness my hand and official seal.

TONILYNN PHILLIPS-BOSTROM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires 9-10-2027
Acting in the County of Ingham

[Signature]
[Notary Public]
My Commission expires: 9-10-2027

Public Notice posted at the United States Postal Service at 117 N. Clinton St, Stockbridge, MI 49285 on November 18, 2024. Two days later they took it down saying the bulletin board was only for in house use.



Public Notice posted at 305 W. Elizabeth St., Stockbridge, MI 49285 on November 18, 2024.



Public Notice posted at 305 W. Elizabeth St., Stockbridge, MI 49285 on November 18, 2024.



Public Notice posted at 305 W. Elizabeth St., Stockbridge, MI 49285 on November 18, 2024.



Public Notice posted at 305 W. Elizabeth St., Stockbridge, MI 49285 on November 18, 2024.



Detroit Free Press newspaper dated November 18, 2024 used in all of the pictures to prove day of posting.



Affidavit of Posting

On November 20th, 2024 at 4:41 a.m./p.m. (p.m.), We, Michael P Jerome and Michael A Lee witnessed Michael Dalton Jr and Leah Dalton post their Public Notice on a bulletin board at the CADL -Stockbridge Library 200 Wood St. Stockbridge, MI 49285.

WITNESSETH

Dated: <u>11-20-24</u>	<u>Michael P Jerome</u>	<u>[Signature]</u>
	Witness 1 – Michael P Jerome	Witness 1 – Signature
Dated: <u>11-20-24</u>	<u>Michael A. Lee</u>	<u>[Signature]</u>
	Witness 2 – Michael A Lee	Witness 2 – Signature

Michigan: State)
: ss.
Ingham: County)

On November 20, 2024, before me the undersigned, a Notary Public in and for said Michigan State, appeared Michael P Jerome and Michael A Lee known to me or who produced satisfactory evidence that they are the individuals whose names are subscribed to the within instrument, and who duly acknowledged to me that they executed the same.

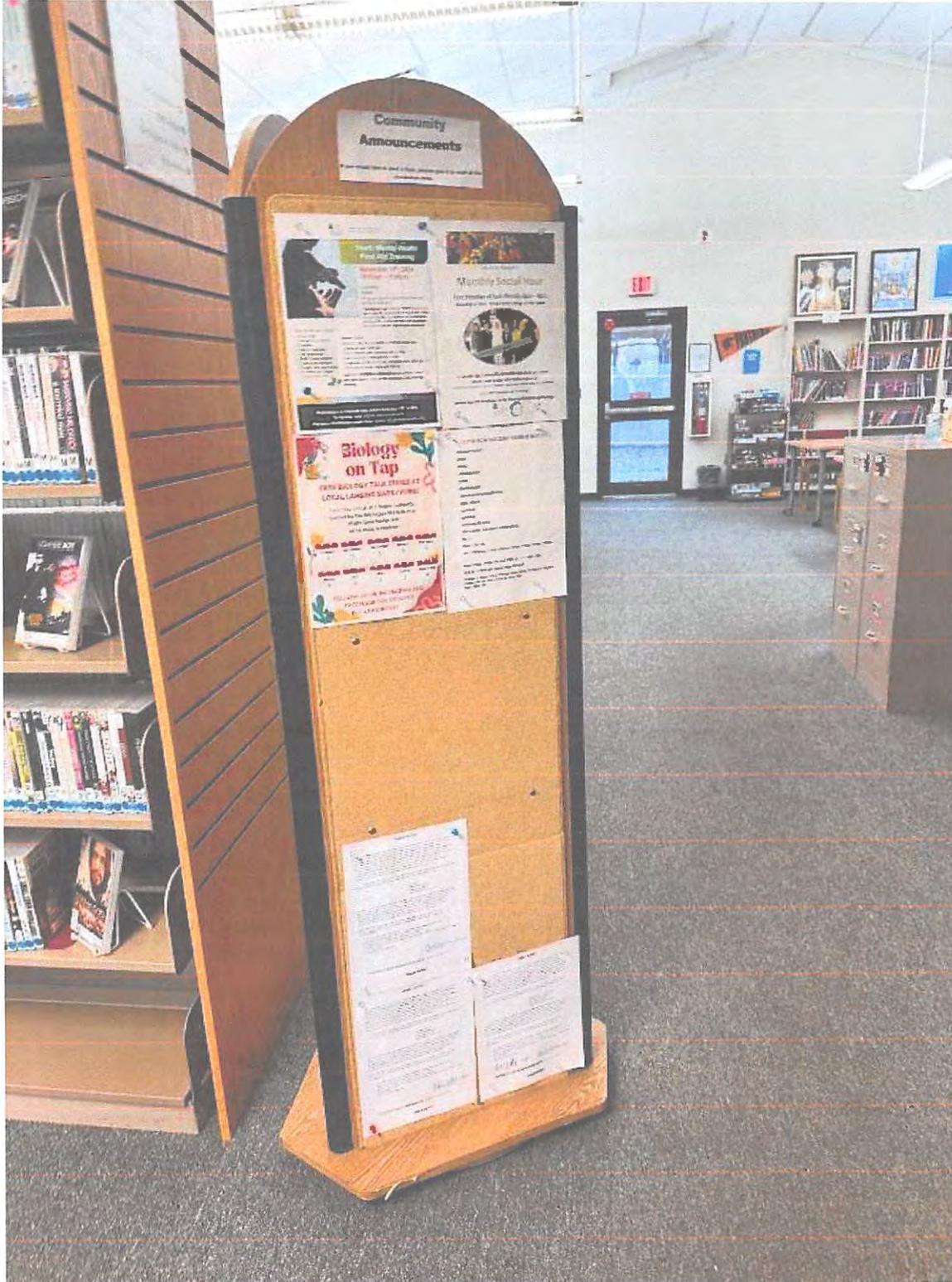
Witness my hand and official seal.

TONILYNN PHILLIPS-BOSTROM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires 9-10-2027
Acting in the County of Ingham

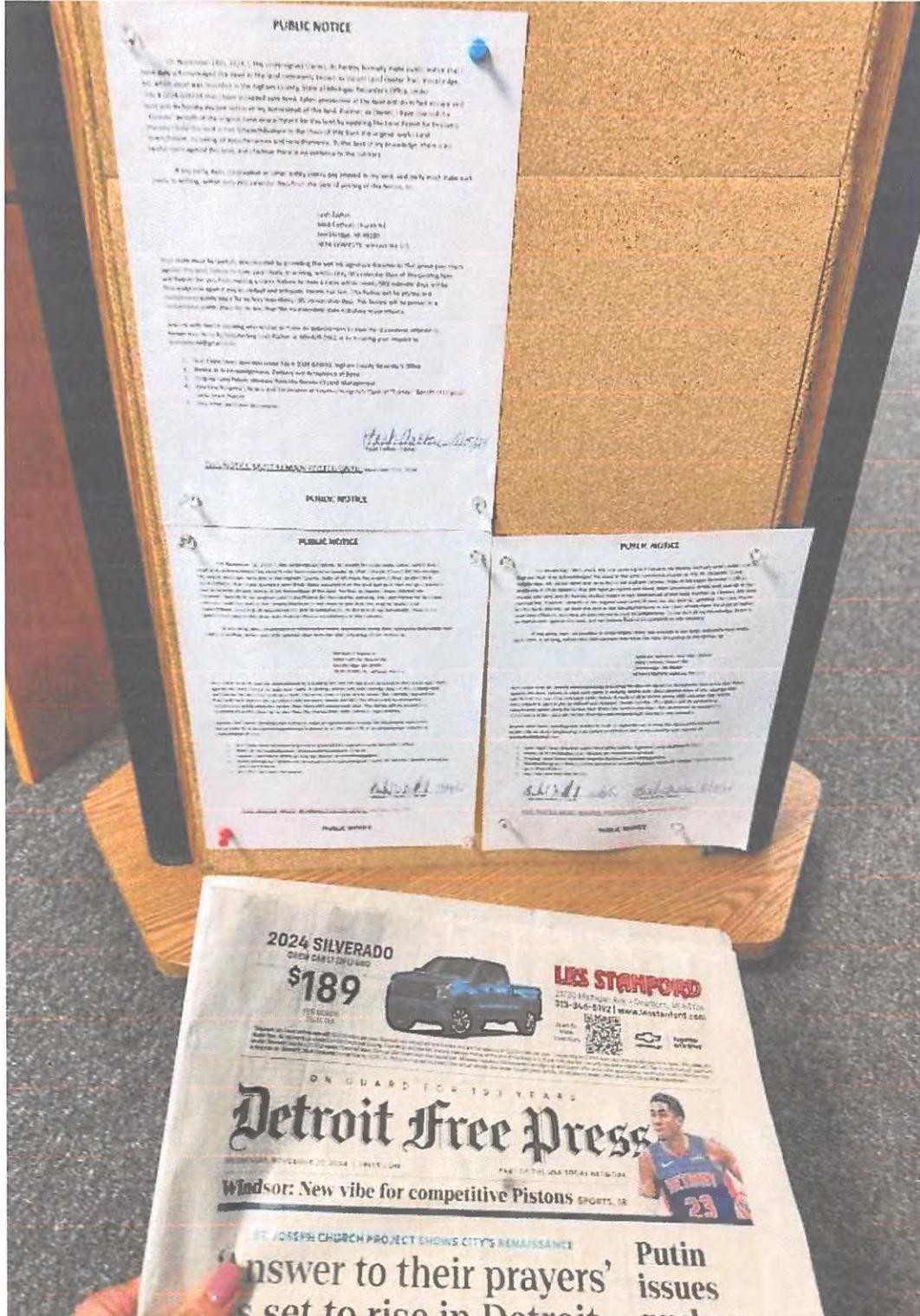
[Signature]
[Notary Public]

My Commission expires: 9-10-2027

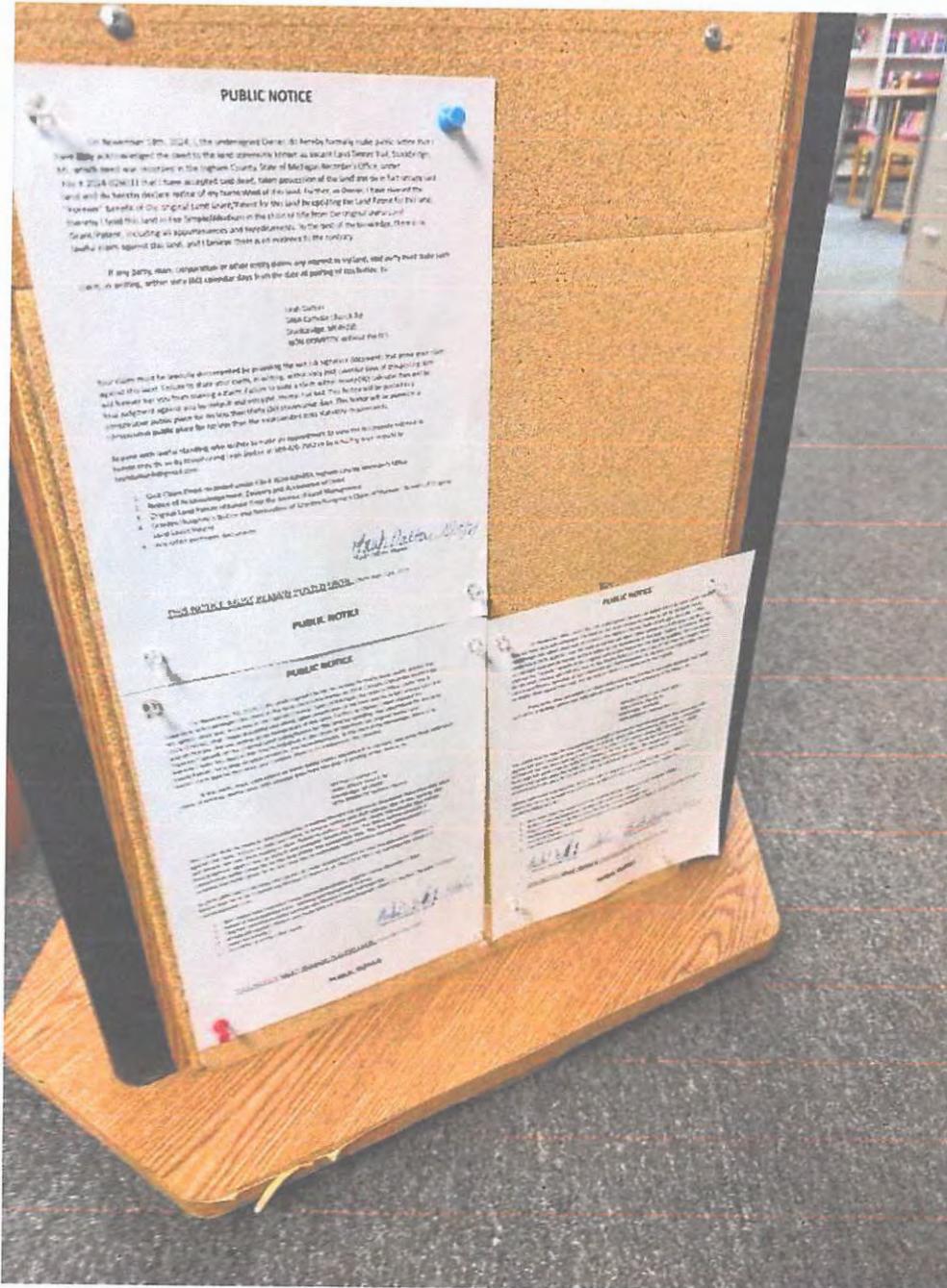
Public Notice posted at CADL- Capital Area District Library - Stockbridge Branch at 200 Wood St., Stockbridge, MI 49285 on November 20, 2024.



Public Notice posted at CADL- Capital Area District Library - Stockbridge Branch at 200 Wood St., Stockbridge, MI 49285 on November 20, 2024.



Public Notice posted at CADL- Capital Area District Library - Stockbridge Branch at 200 Wood St., Stockbridge, MI 49285 on November 20, 2024.



Detroit Free Press newspaper dated November 20, 2024 used in all of the pictures to prove day of posting.



STATE OF MICHIGAN
INGHAM COUNTY, MI
05/28/2025
2025-014171



REAL ESTATE
TRANSFER TAX
50.000 51
\$496.90 01
TX # 4513705

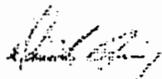
2025-014171
INGHAM COUNTY, MI
DERRICK QUINNEY
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Instrument Number: 2025-014171
Number of Pages: 9
Arrival Date and Time: 5/27/2025 10:37:00 AM
Recording Date and Time: 05/28/2025 2:46 PM
Document Type: SHERIFF'S DEED OR
FORECLOSURE OF LAND

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, INGHAM COUNTY, MICHIGAN.




DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY, MICHIGAN

This cover page is PAGE 1 of your document and is part of the Official Public Record.

For Internal Use ONLY:
TxId: 4513705
DocId: 8737834

FILED IN 55TH DISTRICT COURT; 10/27/2025 4:45 PM

SHERIFF'S DEED ON MORTGAGE SALE

This SHERIFF'S DEED is given on April 24, 2025 by GEORGE A. LAMMERS Deputy Sheriff for Ingham County, Michigan to ChoiceOne Bank, a Michigan chartered bank, successor by merger to the Farmers State Bank of Munith, whose address is 109 East Division Street, Sparta, Michigan 49345.

Recitals

1. On November 20, 2019, L & M Family Investments, LLC granted Farmers State Bank of Munith a Mortgage which was recorded on January 31, 2020 as Instrument # 2020-003500 of the Ingham County Records (the "Mortgage"). ChoiceOne Bank, is the successor by merger to Farmers State Bank of Munith.
2. The Mortgage encumbers real property and improvements located in the Village of Stockbridge, Ingham County, Michigan which property is more specifically described in the Mortgage as:

A parcel of land located in McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, as recorded in Liber 3 of Plats, page 23 and in the Northeast 1/4 of Section 27, Township 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Township 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; then South 00 degrees 00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87 degrees 19' 49" East, 1356.88 feet (recorded North 87 degrees 35' 10" East, 1353.00 feet along the North fence of a lane); thence South 89 degrees 31' 18" East, 381.11 feet (recorded as South 89 degrees 22' 10" East) to the point of beginning; thence North 00 degrees 14' 35" East, 351.83 feet; thence South 89 degrees 32' 11" East 139.49 feet along the South line of Lots 2, 3, and 4, Block 2, McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00 degrees 10' 49" East, 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89 degrees 32' 11" East 132.25 feet (recorded 132 feet) along the South line of Elizabeth Street (54.50 feet wide) also being the North line of Lot 1 Block 2 of said McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE; thence South 00 degrees 14' 35" West, 100.00 feet along the East line of said Lot 1, Block 2, thence South 89 degrees 32' 11" East, 49.50 feet; thence North 00 degrees 14' 35" East 100.00 feet along the East line of Lot 1, Block 1 of McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE; thence South 89 degrees 32' 11" East, 264.00 feet along said South line of Elizabeth Street; thence South 00 degrees 14' 35" West, 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89 degrees 31' 18" West, 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89 degrees 31' 18" West, 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00 degrees

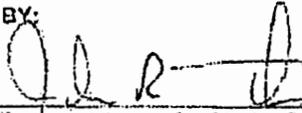
AFFIDAVIT UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

John R. Tucker, after being duly sworn states as follows:

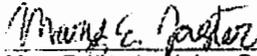
- 1 I make this Affidavit on behalf of ChoiceOne Bank in connection with the foreclosure of the Mortgage described in the attached Sheriff's Deed.
- 2 To the best of my knowledge, information and belief no person named in the Mortgage, no present mortgagor or grantee, nor any person dependent upon any of them was in military service at the time of the sale. Nor was any such person in military service for a period of three (3) months prior to the sale.
- 3 This Affidavit is given for the purpose of preserving a clear record title for the Property described in the Sheriff's Deed as provided in the Act.

SIGNED BY:



John R. Tucker, Attorney for ChoiceOne Bank

Subscribed and sworn to before me on April 22, 2025
by John R. Tucker, attorney for ChoiceOne Bank



Mary E. Jaster, Notary Public
Genesee County, Michigan
Acting in Genesee County, Michigan
My Commission Expires: June 11, 2029

This instrument is exempt from State Real Estate Transfer Tax by virtue of MCL 207.526 (v) which exempts instruments given in foreclosure or in lieu of foreclosure.

Interest Rate: 6.75% per year.

Transfer Tax: \$196.35

PREPARED BY AND WHEN RECORDED RETURN TO:

John R. Tucker, Esq.
WINEGARDEN, HALEY, LINDHOLM,
TUCKER & HIMELHOCH, PLC
C-9460 S. Saginaw Street, Suite A.
Grand Blanc, MI 48439
810-767-3600

AFFIDAVIT OF AMOUNT REQUIRED TO REDEEM PROPERTY

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

John R. Tucker, Attorney for ChoiceOne Bank, after being first duly sworn under oath, states as follows:

1. The Property described in the attached Sheriff's Deed and commonly known as 305 West Elizabeth Street, Stockbridge, Michigan 49285 must be redeemed from the Sheriff's sale on or before October 24, 2025. The redemption period may be extinguished as provided in MCL 600.3238.

2. As of April 24, 2025, (the date of the Sheriff's Sale), the amount required to redeem the Property from the Sheriff's Sale is \$178,648.52. The amount was calculated as follows:

The amount bid for the premises sold	\$178,598.52
Sheriff's fees paid by the purchaser.	\$ 50.00
Total*	\$178,648.52

* An additional \$5.00 fee will be required if the redemption money is paid to the Register of Deeds.

3. After the date of the Sheriff's Sale, interest will accrue on the sum that was bid at the daily rate of \$33.0285. Anyone wishing to redeem, will also be required to pay to the purchaser, or any person lawfully claiming under the purchaser, taxes, assessments, insurance premiums, or amounts necessary to redeem senior liens, plus interest, that were paid in accordance with MCL 600.3240.

ChoiceOne Bank has designated Winegarden, Haley, Lindholm, Tucker & Himelhoch PLC as its designee responsible to assist any appropriate person redeeming the property in computing the exact amount required to redeem the property and to receive redemption funds. If you choose to use this assistance, you will need to contact the undersigned at G-9460 S. Saginaw Street, Suite A, Grand Blanc, Michigan 48439, (810) 767-3600 for updated redemption information. Pursuant to MCL 600.3240(2), Winegarden, Haley, Lindholm, Tucker & Himelhoch PLC will charge a fee of \$250.00 if you elect to use this assistance.

THIS AFFIDAVIT IS TO BE RECORDED ONLY IF CHOICEONE BANK IS THE SUCCESSFUL BIDDER AT THE FORECLOSURE SALE.

Further Affiant Saith Not.

SIGNED BY: 
John R. Tucker, Attorney for ChoiceOne Bank,

Subscribed and sworn to before me on April 22, 2025
by John R. Tucker, attorney for ChoiceOne Bank


Mary E. Vaster, Notary Public
Genesee County, Michigan
Acting in Genesee County, Michigan
My Commission Expires: June 11, 2029

Robertson - L & M Family Investments, LLC

AFFIDAVIT OF PUBLICATION

MORTGAGE SALE THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE

(Affidavit of Publisher)

STATE OF MICHIGAN, ss. COUNTY OF OAKLAND

Attention homeowner: If you are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the Mortgage at the telephone number stated in this notice.

Notice of foreclosure by advertisement. Notice is given under sect on 3212 of the Revised Judicature Act of 1861, 1961 PA 236, MCL 600.3212, that the following Mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the Circuit Court in Ingham County, Michigan starting promptly at 10:00 a.m. on April 24, 2025.

The amount due on the Mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the Property. A potential purchaser is encouraged to contact the county Registrar of Deeds office or a title insurance company, either of which may charge a fee for this information. The Mortgage being foreclosed was given by L & M Family Investments, LLC to Farmers State Bank of Munith. ChoiceOne Bank, a Michigan Chartered Bank, is the successor by merger to Farmers State Bank of Munith. The Mortgage is dated November 20, 2019 and was recorded on January 30, 2020 as Instrument number 2020-903500 of the Ingham County Records. No proceedings have been instituted to recover any part of the debt which is One Hundred Sixty-Eight Thousand Nine Hundred Two and 64/100 (\$168,902.84) Dollars as of March 20, 2025.

The amount due on the Mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the Property. A potential purchaser is encouraged to contact the Ingham County Registrar of Deeds office or a title insurance company, either of which may charge a fee for their information. The Mortgage will be foreclosed by selling the property described below at a public auction to the highest bidder. The sale will be held on April 24, 2025 at 10:00 a.m., local time, at the first floor of the Ingham County Circuit Courthouse in Mason, Michigan, which is the location of the Ingham County Circuit Court. The property will be sold to pay the amount then due on the Mortgage, including interest at the rate of 6.75% per year, legal costs, attorney fees and any taxes or insurance which may be paid by the mortgagee before the sale. The property to be sold is located in the Village of Stockbridge, Ingham County, Michigan and is more specifically described in the Mortgage as:

A parcel of land located in McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, as recorded in Liber 3 of Plats, page 23 and in the Northeast 1/4 of Section 27, Township 1 North, Range 2 East, all in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Township 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan; then South 00 degrees 00'00" West 1924.60 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87 degrees 19' 49" East, 1356.88 feet (recorded North 87 degrees 35' 10" East, 1353.00 feet along the North fence of a farm); thence South 89 degrees 31' 18" East, 261.11 feet (recorded as South 89 degrees 22' 10" East) to the point of beginning; thence North 00 degrees 14' 35" East, 351.83 feet; thence South 89 degrees 32' 11" East 139.49 feet along the South line of Lots 2, 3, and 4, Block 2, McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, Stockbridge Township, Ingham County, Michigan, as recorded in Liber 3 of Plats, Page 23; thence North 00 degrees 10' 45" East, 132.43 feet (recorded 132 feet) along the East line of said Lot 2, Block 2; thence South 89 degrees 32' 11" East 132.25 feet (recorded 122 feet) along the South line of Elizabeth Street (54.60 feet wide) also being the North line of Lot 1 Block 2 of said McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE; thence South 00 degrees 14' 35' West, 100.00 feet along the East line of said Lot 1, Block 2; thence South 89 degrees 32' 11" East, 49.50 feet; thence North 00 degrees 14' 35" East 100.00 feet along the East line of Lot 1, Block 2 of McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE; thence South 89 degrees 32' 11" East, 264.00 feet along said South line of Elizabeth Street; thence South 00 degrees 14' 35" West, 296.65 feet along the West line of Wood Street (49.50 feet wide); thence North 89 degrees 31' 18" West, 264.00 feet along the North line of vacated Vernal Street (49.50 feet wide); thence continuing North 89 degrees 31' 18" West, 49.50 feet to the Southeast corner of Lot 10 of said Block 2; thence South 00 degrees 14' 35" West, 49.50 feet along the East line of that portion of vacated Vernal Street South of and contiguous to said Lot 10; thence continuing South 00 degrees 14' 35" West, 136.26 feet along the West line of Cherry Street (60 feet); (49.50 feet wide) and the East lines of Lots 1, 2, and 3, Block 3 of said McArthur's Addition to the Village of Stockbridge to a point 0.26 feet South of the North line of said Lot 3, of Block 3; thence North 89 degrees 31' 18" West, 271.69 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning (the Property). The street address of the Property is 305 West Elizabeth Street, Stockbridge, Michigan 49285. The redemption period will expire six (6) months.

The undersigned, an employee of the publisher of Ingham County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Ingham County Legal News a newspaper circulated in Ingham County on March 20, March 27, April 3, April 10, 2025 A.D.

Valerie Shaver

Valerie Shaver

Subscribed and sworn before me on this 10th day of April 2025 A.D.

P McKenzie

P McKenzie

Notary Public Saint Clair County, Michigan My commission expires: September 10, 2025 Acting in Oakland County, Michigan.

Attorney: Winegarder, Haley, Lindholm & Robertson, P.L.C. - Winegarder
Attorney File#: DLN1556548
Notice#: 1556548
County: Ingham



from the date of the sale. The redemption period may also be extinguished as provided in MCL 600.3235. Please be advised that if the Property is actually sold at a foreclosure sale pursuant to the procedures provided in MCL 600.3260 et seq, as is customarily anticipated by this Notice of Mortgage Sale, then in such event, the borrower will be responsible to the person who buys the Property at the mortgage foreclosure sale or to the mortgage holder for damaging the Property during the redemption period as provided in MCL 600.3279. Please be further advised that the redemption period may also be extinguished under the circumstances described in MCL 600.3235. The name, address and telephone number of the attorney for the party foreclosing the Mortgage is: John R. Tucker, Esq. WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIRSELHOCH, PLC 3-0460 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-787-3660 Dated: March 28, 2025 ChaseOne Bank, a Michigan Chartered Bank successor by merger to Farmers State Bank of Ansonia, PREPARED BY: John R. Tucker, Esq. P-37348 Winegarden, Haley, Lindholm, Tucker & Hirselhoach, PLC 3-0460 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-787-3660 (03-20)(04-10)

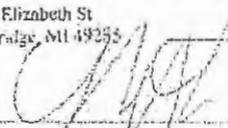
Robertson - L & M Family Investments, LLC

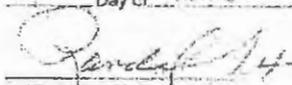
MORTGAGE SALE - THIS FORM IS A BEST COLLECTION AFFIDAVIT TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. Auction foreclosures do not use a military release number on active duty. If your period of active duty has terminated less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the Mortgage at the telephone number stated in this notice. Notice of foreclosure by advertisement. Notice is given under section 2212 of the revised Judicial Code Act of 1981, 1981 PA 209, MCL 600.2212, that the following Mortgage will be foreclosed by a sale of the mortgage and interest, or some part of them, at a public auction to the highest bidder for cash or cashiers check at the place of holding the Circuit Court in Ingham County, Michigan starting promptly at 12:00 A.M. on April 26, 2025. The amount due on the Mortgage may be greater on the day of the sale. Pleading the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the Property. A potential purchaser is encouraged to contact the county Register of Deeds office or a title insurance company, either of which may charge a fee for this information. The Mortgage being foreclosed was given by L & M Family Investments, LLC to Farmers State Bank of Michigan, Clintonville Bank, a Michigan Chartered Bank, as the successor by merger to Farmers State Bank of Michigan. The Mortgage is dated November 15, 2012 and was recorded on January 30, 2010 as instrument number 2020-031506 of the Ingham County Records. No proceedings have been instituted to receive any part of the debt which is One Hundred Sixty-Eight Thousand Nine Hundred Two and 64/100 (\$168,502.04) Dollars as of March 20, 2025. The amount due on the Mortgage may be greater on the day of the sale. Pleading the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the Property. A potential purchaser is encouraged to contact the Ingham County Register of Deeds office or a title insurance company, either of which may charge a fee for this information. The Mortgage will be foreclosed by selling the property described below at a public auction to the highest bidder. The sale will be held on April 24, 2025 at 10:00 a.m. local time, at the first floor of the Ingham County Circuit Courtroom in Mason, Michigan, which is the location of the Ingham County Circuit Court. The property will be sold to pay the amount then due on the Mortgage, including interest at the rate of 8.75% per year, legal costs, attorney fees and any taxes or charges which may be paid by the mortgagee before the sale. The property to be sold is located in the Village of Stockbridge, Ingham County, Michigan and is more specifically described in the Mortgage as: A parcel of land located in McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, as recorded in Liber 3 of Plat, page 23 and in the Northeast 1/4 of Section 27, Township 1 North, Range 2 East, 13 in Stockbridge Township, Ingham County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 27, Township 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan, then South 00 degrees 00'00" West 122.50 feet along the North-South 1/4 line of said Section 27 (as monumented); thence North 87 degrees 19' 49" East, 1536.85 feet (recorded North 07 degrees 25' 10" East, 1258.00 feet along the North 1/4 line of a lot); thence South 89 degrees 31' 19" East, 261.11 feet (recorded as South 89 degrees 22' 10" East) to the point of beginning; thence North 07 degrees 14' 38" East, 951.30 feet thence South 89 degrees 22' 10" East 139.49 feet along the South line of Lot 3, and 4, Block 2, McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, Ingham County, Michigan, Township, Ingham County, Michigan, as recorded in Liber 3 of Plat, Page 23, thence North 00 degrees 15' 45" East, 137.43 feet (recorded 139 feet) along the East line of said Lot 2, Block 2, thence South 89 degrees 37' 11" East 132.26 feet (recorded 152 feet); along the South line of Elizabeth Street (64.50 feet wide) also being the North line of Lot 1, Block 2 of said McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE, thence South 00 degrees 14' 35" West, 100.00 feet along the East line of said Lot 1, Block 2, thence South 89 degrees 32' 11" East, 45.50 feet thence North 20 degrees 14' 38" East 100.00 feet along the East line of Lot 1, Block 1 of McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE; thence South 88 degrees 02' 11" East, 254.00 feet along east South line of Elizabeth Street thence South 00 degrees 14' 35" West 290.45 feet along the West line of Wood Street 46.50 feet wide; thence North 88 degrees 11' 15" West, 264.30 feet along the North line of Wood Street 46.50 feet wide; thence continuing North 83 degrees 31' 16" West, 45.50 feet to the Southeast corner of Lot 10 of said Block 2, thence South 00 degrees 14' 35" West, 49.50 feet along the East line of that portion of vacant Vermont Street front of said Block 2; said Lot 10 thence continuing South 00 degrees 14' 35" West, 108.25 feet along the West line of Drury Street (so called) 49.50 feet wide; and the East lines of Lots 1, 2, and 3, Block 3 of said McARTHUR'S ADDITION TO THE VILLAGE OF STOCKBRIDGE to a point 4.26 feet South of the North line of said Lot 3, of Block 3; thence North 88 degrees 02' 11" West 271.82 feet parallel with the North line of said Lot 3 of Block 3 to the point of beginning (the "Property"). The street address of the Property is 305 West Elizabeth Street, Stockbridge, Michigan 49365. The redemption period will begin six(6) months after the date of the sale. The redemption period may also be extinguished as provided in MCL 600.2203. Please be advised that if the Property is sold, the sale is subject to the provisions provided in MCL 600.2203 et seq. as is currently defined by this Notice of Mortgage Sale. Then in such event, the borrower will be responsible to the person who buys the Property at the mortgage foreclosure sale or to the mortgage holder for damaging the Property during the redemption period as provided in MCL 600.2278. Please be further advised that the redemption period may also be extinguished under the circumstances described in MCL 600.2238. The name, address and telephone number of the attorney for the party foreclosing the Mortgage is: John P. Tucker, Esq. WINEGARDEN HALEY LINDHOLM TUCKER & HAVELIHOOD, P.L.C. 6450 S. ZEPHURUS STREET, SUITE 3, GRAND RAPIDS, MI 49508-2075. Dated: March 20, 2025. Clintonville Bank, a Michigan Chartered Bank, successor by merger to Farmers State Bank of Michigan, 190 PARKWAY EAST, JACKSON, MICHIGAN 49201. Winegarden, Haley, Lindholm & Tucker, 6450 S. ZEPHURUS STREET, SUITE 3, GRAND RAPIDS, MI 49508-2075. (616) 271-2995 (616) 271-2995

EVIDENCE OF SALE

(Affidavit of Posting)
 STATE OF MICHIGAN,
 COUNTY OF INGHAM } ss.
 (County Nearest to)
MICHAEL J. FENEIS
 being duly sworn.

(Print Name)
 deposes and says that on the MAR 26 2025 day
 of _____, 20_____, he/she posted
 a true copy of the Notice annexed to the affidavit
 of Publication hereto attached in a conspicuous
 place upon the premises described in said Notice by
 attaching the same in a secure manner to

305 W Elizabeth St
 Stockbridge, MI 49365

 MICHAEL J. FENEIS
 (Signature) (Print Name)

Subscribed and Sworn To Before Me This
 Day of MAR 21 2025 20_____

 NOTARY PUBLIC (Ingham) (Print Name)

Randal Axline
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF Ingham County Michigan
 My Commission Expires December 18, 2025
 Acting in the County of _____

Acting in _____
INGHAM County, Michigan

CHECK IF Vacant
 Multi-Unit Upper Unit Lower Unit
 Multi-Address Unit 1 Unit 2
 Condo Unit A Unit B
 Mobile/Manufactured Home No Dwelling

Attorney Office: Winegarden, Haley, Lindholm & Rabe
 Attorney File#: DLN1556540
 Notice#: 1556540
 County: Ingham





WINEGARDEN, HALEY, LINDHOLM,
TUCKER & HIMELHOCH, PLC

Attorneys at Law

DENNIS M. HALEY †
JOHN T. LINDHOLM †
JOHN R. TUCKER*
ALAN F. HIMELHOCH*
ZACHARY R. TUCKER*

G-9460 S. Saginaw Road, Suite A
Grand Blanc, Michigan 48439
(810) 767-3600
(810) 579-3600
Facsimile: (810) 579-1748

MYRON WINEGARDEN (1906-1986)

RETIRED MEMBERS:
Donald H. Robertson
L. David Lawson

<http://www.winegarden-law.com>

E-mail:
JTucker@Winegarden-Law.com

† Principal of the PLC
† LL.M. in Taxation

November 21, 2025

Tenant
305 W. Elizabeth St.
Stockbridge, MI 49285

Re: Future Rent Payments

Dear Sir/Madam:

This office represents **ChoiceOne Bank**, a Michigan chartered bank. ChoiceOne Bank is the successor by merger to both Farmer's State Bank of Munith and to The State Bank who both previously held the loans and mortgages on the property located at **305 West Elizabeth Street, Stockbridge, Michigan 49285** (the "**Property**"). The purpose of this letter is to advise you that ChoiceOne is now the **owner** of the Property including that portion of the Property that you are currently renting. **L & M Family Investments, LLC, Michael D. Dalton** and **Leah M. Dalton** no longer have any ownership, rights, interests or control with respect to the Property and are no longer entitled to receive rent from you under your current lease arrangements. This change in ownership occurred pursuant to the foreclosure of a Mortgage which L & M Family Investments, LLC previously gave to secure the repayment of a loan obtained by L & M Family Investments, LLC. The redemption period from that foreclosure sale has now lapsed which resulted in the transfer of the ownership of the Property from L & M Family Investments, LLC to ChoiceOne Bank. A copy of the recorded **Sheriff's Deed** evidencing ChoiceOne's current ownership of the Property is attached for your files.

Another purpose of this letter is to advise you that, **all rent for the Property should now be paid to ChoiceOne**. All rent checks should be made out to the "**Winegarden, Haley Client Trust Account**" and should be mailed to me at the address below:

John R. Tucker, Esq.
Winegarden, Haley, Lindholm, Tucker & Himelhoch, PLC
G-9460 S. Saginaw Road, Suite A, Grand Blanc, Michigan 48439

P:063

November 21, 2025

Tenant

Page 2 of 2

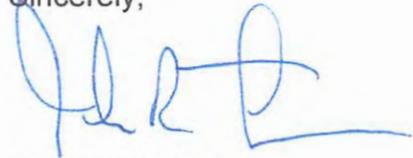
Any rents paid to any party other than ChoiceOne Bank in the manner described above (including but not limited to any payments of rent to or for the benefit of **L & M Family Investments, LLC, Michael D. Dalton** or **Leah M. Dalton**) **will not** discharge your obligation to pay rent to ChoiceOne Bank and will result in you having to pay such rent **twice**.

You should also know that the change in ownership of the Property arising out of the foreclosure sale, as evidenced by the Sheriff's Deed, **does not** effect of otherwise change your current rental obligations or your status as a tenant of the Property. All rental rights and obligations remain the same despite the change in ownership.

I would also like to advise you that ChoiceOne Bank has initiated a Summary Proceedings action (eviction) solely against **L & M Family Investments, LLC, Michael D. Dalton** and **Leah M. Dalton** with respect to the Property. That eviction action is currently scheduled to be heard on **Thursday, January 8, 2026**. You may see notices of this eviction action posted around the Property. Please be advised that the eviction action only serves to formally terminate the former owners' right to possession of the Property. Like the foreclosure of the Mortgage and resulting change in ownership of the Property, the eviction action will have no impact with respect to your tenancy at the Property which will remain in place as it exists prior to the eviction action.

Please feel free to contact me if you have any comments or questions concerning this letter or your obligation to pay rent to ChoiceOne Bank pursuant to this letter.

Sincerely,



John R. Tucker

JRT/mj

Enclosures

cc: ChoiceOne Bank

P:064

Approved: SCAO Original - Court 2nd copy - Defendant
1st copy - Defendant 3rd copy - Plaintiff

55th STATE OF MICHIGAN JUDICIAL DISTRICT JUDGMENT LANDLORD-TENANT CASE NO. 25 04909 LT

Court address 700 Buhi Avenue, Mason, MI 48854 Court telephone no 517-676-8401

Plaintiff
ChoiceOne Bank

Defendant
L & M Family Investments, LLC

John R. Tucker (P37348)
Winegarden, Haley, Lindholm, Tucker & Himelhoch, PLC
G-9460 S. Saginaw Rd., Suite A
Grand Blanc, MI 48439
810-767-3600

Plaintiff/Attorney Personal service

L & M Family Investments, LLC
3468 Catholic Church Rd.
Stockbridge, MI 49285

Defendant/Attorney Personal service

THE COURT FINDS:
by hearing default* consent**
 The court determines a valid waiver of rights exists and the terms of the consent judgment are fair

POSSESSION JUDGMENT

- 1. The plaintiff has a right to recover possession of the property.
- 2. There is now due to the plaintiff for nonpayment of rent and other money due under the lease:
 - a. Rent to retain possession \$ _____
 - b. Other money due..... \$ _____
 - c. Costs..... \$ _____
 - d. Total \$ _____
- 3. The defendant has a right to retain possession.

IT IS ORDERED:

- 4. a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2d above or does not move out on or before _____ Date
- b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before 2-2-2026 Date
- c. An immediate order of eviction shall be entered pursuant to MCL 600.5744(3).
- 5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.
- 6. Acceptance of partial payment of the total amount due in item 2d above will will not prevent the court from issuing an order evicting the defendant.
- 7. No money judgment is entered at this time.

MONEY JUDGMENT

8. A possession judgment was previously entered. Damages \$ _____

9. A money judgment, which will earn interest at statutory rates, is entered as follows: Costs \$ _____

Total \$ _____

10. THE COURT FURTHER ORDERS: _____

1-22-2026 Date /s/ Donald L. Allen Jr. January 22, 2026 Bar no _____

YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by 2-2-2026 Date. You may want legal help.

MCR 4.201(J) was explained to the parties.
*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

CERTIFICATE OF MAILING: I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).
Date _____ Deputy clerk _____

**Approved:
Date _____ Plaintiff/Attorney _____
Date _____ Defendant/Attorney _____

THE UNITED STATES OF AMERICA.

CERTIFICATE
No. 23937

To all to whom these Presents shall come, Greeting:

WHEREAS John Haydock of the City of New York

has deposited in the **GENERAL LAND OFFICE** of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Detroit whereby it appears that full payment has been made by the said John Haydock

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

The East half of the South East quarter of Section eight containing eighty acres and the North West quarter of Section nine containing one hundred and sixty acres in Township one North, of Range two East, in the District of Lewis subject to sale at Detroit, Michigan, containing in all ~~two~~ hundred and ~~forty~~ acres

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said John Haydock

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, **HAVE GIVEN AND GRANTED,** and by these presents **DO GIVE AND GRANT,** unto the said John Haydock

and to his heirs, the said tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said John Haydock

and to his heirs and assigns forever.

In Testimony Whereof, I,

Martin Van Buren

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made **PATENT,** and the **SEAL** of the **GENERAL LAND OFFICE** to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the fifteenth day of August

in the Year of our Lord one thousand eight hundred and ~~thirty seven~~ and of the

INDEPENDENCE OF THE UNITED STATES the ~~thirty second~~ ~~thirty second~~

BY THE PRESIDENT:

Martin Van Buren

By A. Alan Bowen Sec'y.

Jos. S. Wilson acting

Recorder of the General Land Office, ad interim

1990047

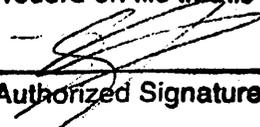


**Bureau of Land Management
Eastern States
5275 Leesburg Pike
Falls Church, VA 22041**

JUL 11 2024

Date

**I hereby certify that this reproduction is a true copy of the
official record on file in this office.**


Authorized Signature

P:067

U.S. DEPARTMENT OF THE INTERIOR *PRIVATE CLAIMS*
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Accession Nr: MI0780__360 Document Type: State Volume Patent State: Michigan Issue Date: 8/15/1837 Cancelled: No

[Patent Details](#)
[Patent Image](#)
[Related Documents](#)
Printer Friendly

Names On Document

HAYDOCK, JOHN

Military Rank: ---

Miscellaneous Information

Land Office: Detroit

US Reservations: No

Mineral Reservations: No

Tribe: ---

Militia: ---

State In Favor Of: ---

Authority: April 24, 1820: Sale-Cash Entry (3 Stat. 566)

General Remarks: ---

Document Numbers

Document Nr: 23937

Misc. Doc. Nr: ---

BLM Serial Nr: MI NO S/N

Indian Allot. Nr: ---

Coal Entry. Nr: ---

Survey Information

Total Acres: 240.00

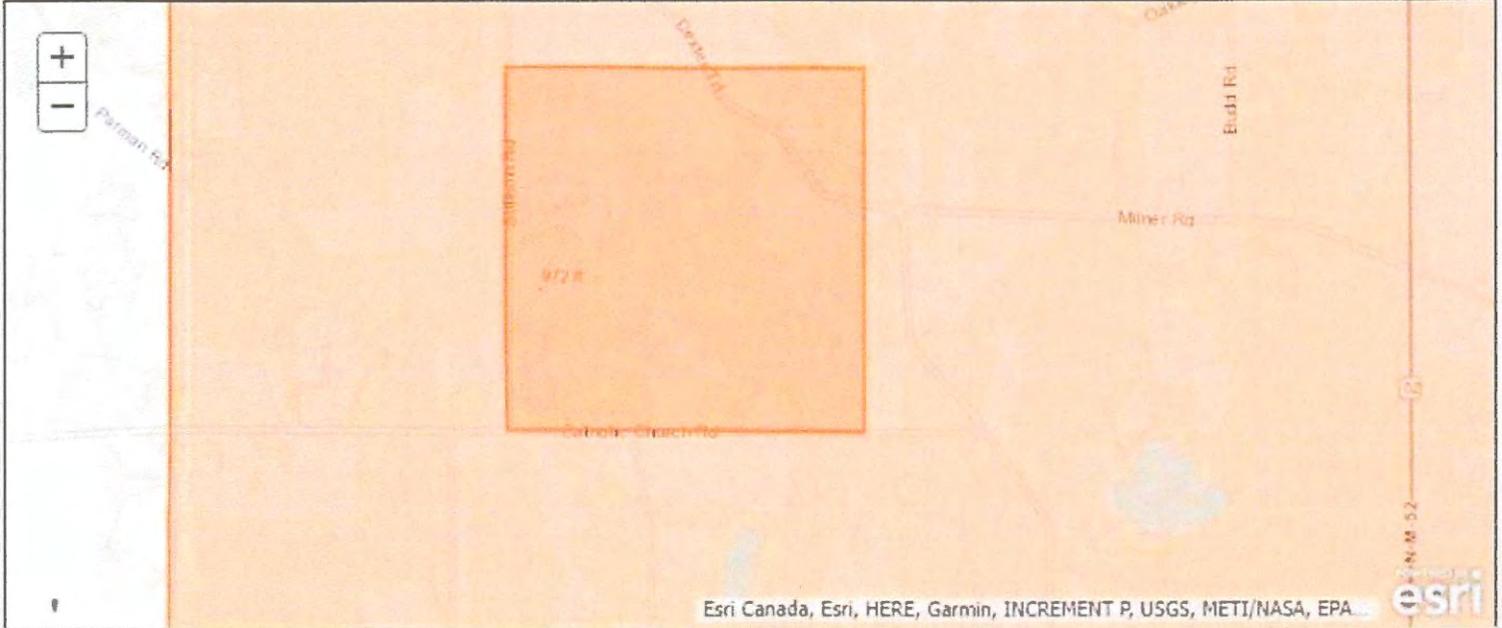
Survey Date: ---

Geographic Name: ---

Metes/Bounds: No

Land Descriptions

Map	State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
<input checked="" type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	E 1/4 SE 1/4	8		Ingham
<input type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	NW 1/4	9		Ingham



Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA

BLM

U.S. DEPARTMENT OF THE INTERIOR *PRIVATE CLAIMS*
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Accession Nr: MI0780__360 Document Type: State Volume Patent State: Michigan Issue Date: 8/15/1837 Cancelled: No

[Patent Details](#)
[Patent Image](#)
[Related Documents](#)
[Printer Friendly](#)

Names On Document

HAYDOCK, JOHN

Military Rank: ---

Miscellaneous Information

Land Office:	Detroit
US Reservations:	No
Mineral Reservations:	No
Tribes:	---
Militia:	---
State In Favor Of:	---
Authority:	April 24, 1820: Sale-Cash Entry (3 Stat. 566)
General Remarks:	---

Document Numbers

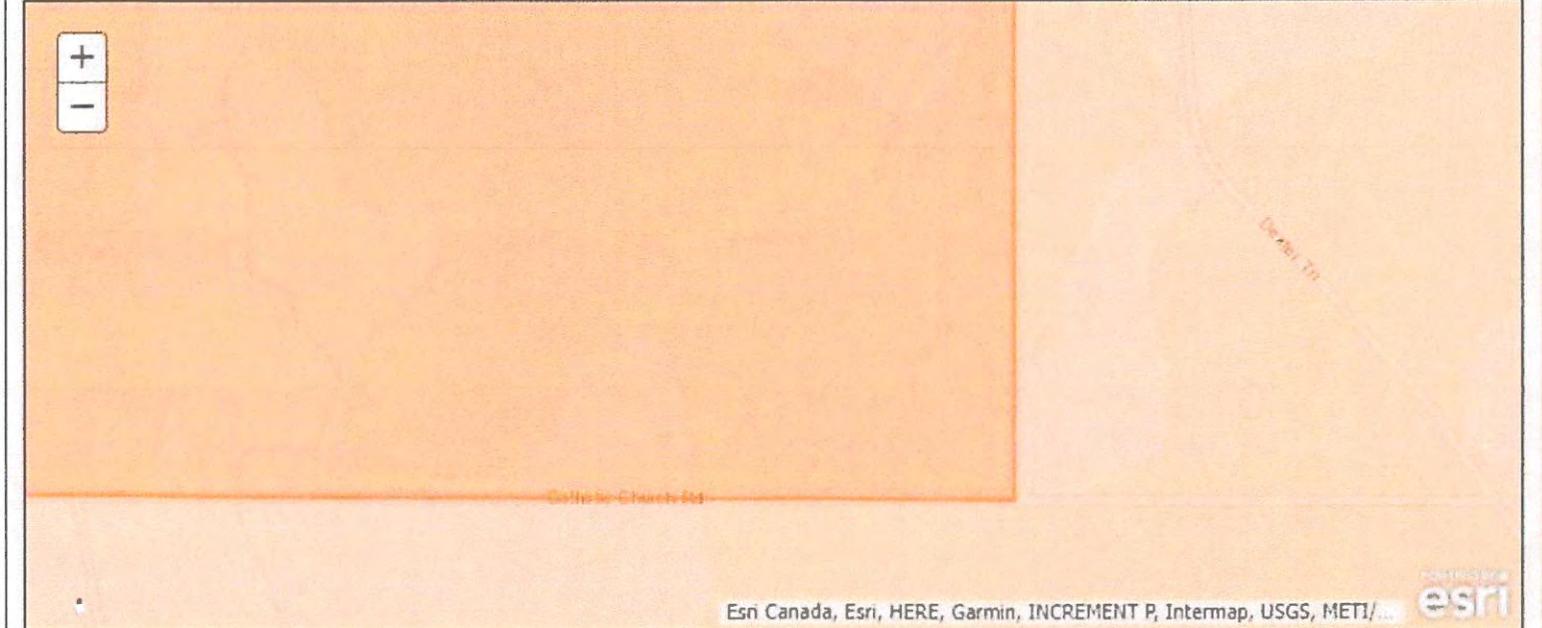
Document Nr:	23937
Misc. Doc. Nr:	---
BLM Serial Nr:	MI NO S/N
Indiag Allot. Nr:	---
Coal Entry. Nr:	---

Survey Information

Total Acres:	240.00
Survey Date:	---
Geographic Name:	---
Metes/Bounds:	No

Land Descriptions

Map	State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
<input checked="" type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	E 1/4SE 1/4	8		Ingham
<input type="checkbox"/>	MI	Michigan-Toledo Strip	001N - 002E	NW 1/4	9		Ingham



Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=14&loc=true&basemap=terrain&labels=show&plss=show>

<https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=14&loc=true&basemap=terrain&labels=show&plss=show>

SE 1/4 of the SE 1/4 of Section 08 Township 1 North, Range 2 East Michigan Principal Meridian Michigan Michigan

Area: 40.5 acres

3668 Catholic Church Road, Stockbridge, MI, USA

Map Satellite POI

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GO!

State: Colorado

Range: eg 70 West < any > PM: < any > State: Colorado

Township: eg 1 North > Range: eg 70 West < any > PM: < any > State: Colorado

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- County lines
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Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=15&loc=true&basemap=terrain&labels=show&plss=show>

<https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=15&loc=true&basemap=terrain&labels=show&plss=show>

SE¼ of the SE¼ of Section 08 Township 1 North, Range 2 East Michigan Principal Meridian Michigan
Area: 40.5 acres
Lat Long: 42.4843620, -84.2205214 Find lat long

3468 Catholic Church Road, Stockbridge, MI, USA

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Township: eg 1 North Range: eg 70 West PM: < any > State: Colorado GO!

P:071

Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=16&loc=true&basemap=terrain&labels=show&plss=show>

→ ↻ <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=16&loc=true&basemap=terrain&labels=show&plss=show>

SE¼ of the SE¼ of Section 08 Township 1 North, Range 2 East Michigan Principal Meridian Michigan
Area: 40.5 acres Lat, Long: 42.4843620, -84.2205214 Find lat long

3468 Catholic Church Road, Stockbridge, MI, USA

Map Satellite POI

+ - print Get Ad-Free

SWSE SESE SWSW SESW

Catholic Church Rd Catholic Church Rd Catholic Church Rd Catholic Church Rd

Dexter Trail Dexter Trail

NENE NWNW NENW

Show labels County lines City limits Civil townships ZIP Codes

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Keyboard shortcuts Map data ©2026 100 m Terms Report a map error

Township: eg 1 North Range: eg 70 West PM: < any > State: Colorado GO!

P:072

Retrieved on January 28, 2026 at: <https://www.randymajors.org/township-range-on-google-maps?x=-84.1826433&y=42.4494427&cx=-84.2205214&cy=42.4843620&zoom=17&loc=true&basemap=terrain&plss=show>

SE 1/4 of the SE 1/4 of Township 1 North, Range 2 East Michigan Principal Meridian Michigan Area: 40.5 acres

3668 Catholic Church Road, Stockbridge, MI, USA

Lat: Long: 42.4843620, -84.2205214 Find lat long

Map Satellite POI print Get Ad-Free

Dexter Trail

Catholic Church Rd

Catholic Church Rd

Catholic Church Rd

Keyboard shortcuts Map data © 2026 50 m Terms Report a map error

Township: eg 1 North Range: eg 70 West State: Colorado GO!

SHOW OTHER LAYERS

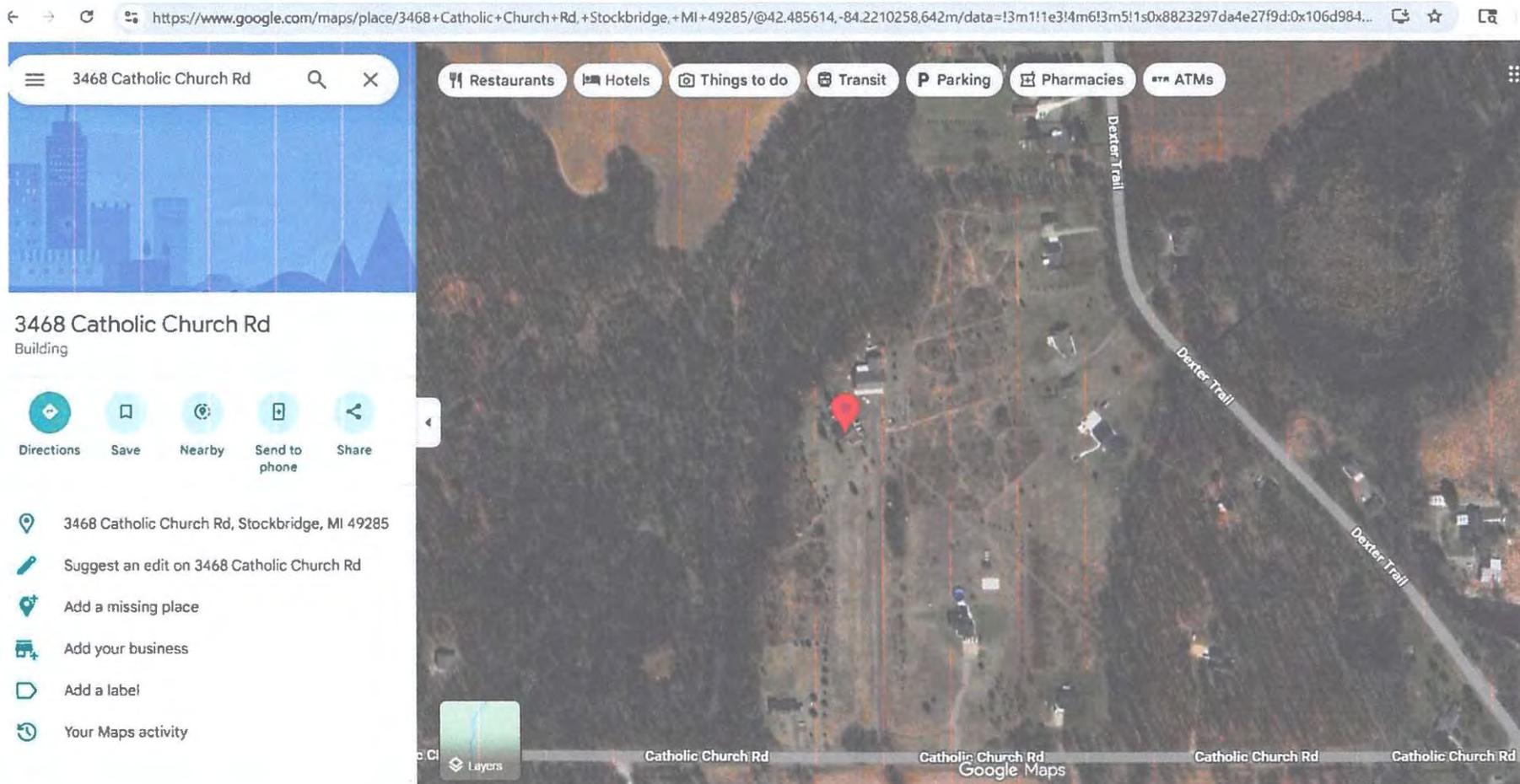
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- Civil townships
- ZIP Codes

Share/Save Map Selection Tools Draw & Measure

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Retrieved on January 28, 2026 at:

https://www.google.com/maps/place/3468+Catholic+Church+Rd,+Stockbridge,+MI+49285/@42.485614,-84.2210258,642m/data=!3m1!1e3!4m6!3m5!1s0x8823297da4e27f9d:0x106d984771dc91a3!8m2!3d42.4855586!4d-84.2205215!16s%2Fg%2F11rpqbp3yr?entry=ttu&g_ep=EgoyMDI2MDEyNi4wIKXMDSoASAFQAw%3D%3D



P:074

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of 100

REGISTRY B:3204 P:371 2/8/06 11:02 AM
2006-066385 WARRANTY DEED Recd#1 95418
Paula Johnson, Ingham County, Michigan

Pages: 2



INGHAM COUNTY REGISTER OF DEEDS RECEIVED

2006 FEB -8 A 9:42

2006 JAN 1

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held
by the state or any individual against the within description, and all
TAXES on same are paid for five years previous to the date of this
instrument as appears by the records of this office except as stated

2-2-06 Eric Scheerling, Ingham County Treasurer
Sec. 135 Act 206, 1891 as amended

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Edward A. Zick and Lori Zick, husband and wife, whose address is 5355 Kinsey Rd., Stockbridge, MI 49285, Convey and Warrant to Michael D. Dalton and Leah M. Dalton, husband and wife, whose address is 613 Cherry St., Stockbridge, MI 49285, the following described premises situated in the Township of Stockbridge, County of Ingham and State of Michigan, to wit:

See attached legal description

For the sum of One and NO/100th Dollar (\$1.00)
This deed is exempt from State Transfer Tax under MCLA 207.526 Sec.6 (a)
This deed is exempt from County Transfer Tax under 207.505 Exemptions (M.S.A.7.456) (5) Sec.5 (a)

Subject to easement, restrictions and reservations of record.
The Grantor grants to the Grantees the right to make ___ divisions under Section 108 of the Land division Act, Act. No. 288 of the public Acts of 1967, as amended.
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 the Michigan right to Farm Act.

Dated on 12/21/05

Signed and Sealed:

Edward A. Zick
Edward A. Zick

Lori Zick
Lori Zick

STATE OF MICHIGAN
COUNTY OF Ingham

The foregoing instrument was acknowledged before me this 31st day of December, 2005 by Edward A. Zick and Lori Zick, husband and wife.

Lisa R. Schnieffer

Drafted by: Edward A. Zick
Assisted by Michigan Bankers Title
507 S. Grand Ave.
Lansing, MI 48933

County of Livingston, State of Michigan
Commission Expires: 1/21/07
Acting In County of

Return to: Michigan Bankers Title
507 S. Grand Ave.
Lansing, MI 48933
0502298MI

LISA R. SCHNIEFFER
Notary Public, Livingston County, Michigan
Acting In Ingham County, Michigan
My Commission Expires

PARCEL K:

SSB Bank
1224 main
49285

INGHAM COUNTY REGISTER OF DEEDS RECEIVED
2006 FEB -2 A 9:22

INGHAM COUNTY REGISTER OF DEEDS RECEIVED
2006 JAN 23 P 2:38

INGHAM COUNTY REGISTER OF DEEDS RECEIVED
2006 FEB -2 P 2:19

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PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWN 1 NORTH, RANGE 2 EAST, STOCKBRIDGE TOWNSHIP, INGHAM COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 00 DEGREES 17 MINUTES 07 SECONDS WEST 1328.20 FEET ALONG THE EAST LINE OF SAID SECTION 8; THENCE NORTH 89 DEGREES 48 MINUTES 54 SECONDS WEST 489.61 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 15 MINUTES 17 SECONDS EAST 993.02 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 41 SECONDS EAST 325.31 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 17 SECONDS EAST 335.00 FEET TO THE SOUTH LINE OF SAID SECTION 8 AND THE CENTERLINE OF CATHOLIC CHURCH ROAD; THENCE SOUTH 89 DEGREES 47 MINUTES 41 SECONDS EAST 165.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 8 AND THE CENTERLINE OF CATHOLIC CHURCH ROAD BACK TO THE POINT OF BEGINNING.

Parcel No. 33-16-16-08-400-011

2004 parcel # 33-16-16-08-400-004

P:076

06/17/2021 09:43 AM
INST. # 2021-026964
DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY MICHIGAN
RECORDED ON:
06/17/2021 10:13 AM
PAGES: 15

MORTGAGE

RECORDATION REQUESTED BY:

Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49259

WHEN RECORDED MAIL TO:

Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49259

SEND TAX NOTICES TO:

Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49259

FOR RECORDER'S USE ONLY

THIS IS A FUTURE ADVANCE MORTGAGE

THE MAXIMUM PRINCIPAL AMOUNT OF THIS MORTGAGE EXCLUDING PROTECTIVE ADVANCES, IS \$150,000.00.

THIS MORTGAGE dated March 19, 2021, is made and executed between Michael Dalton, whose address is 3468 Catholic Church, Stockbridge, MI 49285 and Leah M Dalton, as Husband and Wife, whose address is 3468 Catholic Church Rd., Stockbridge, MI 49285 (referred to below as "Grantor") and Farmers State Bank of Munith, whose address is 201 N Main Street, PO Box 217, Munith, MI 49259 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Ingham County, State of Michigan:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

MORTGAGE

RECORDATION REQUESTED BY:

Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49259

WHEN RECORDED MAIL TO:

Farmers State Bank of Munith
201 N Main Street, PO Box 217
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See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3468 Catholic Church, Stockbridge, MI 49285. The Real Property tax identification number is 33-16-16-88-400-011.

REVOLVING LINE OF CREDIT. The Note secured by this Mortgage provides Borrower with an open-ended line

**MORTGAGE
(Continued)**

Page 2

of credit under which Borrower can obtain advances, repay, and obtain new advances. Lender may, pursuant to the terms of the Note, and so long as there is not a default or suspension under the terms of the Note or this Mortgage, advance funds to or on behalf of Borrower up to the credit limit set forth in the Note. All such advances shall be secured by a lien with the same priority over other liens, encumbrances and matters as if such advances had been made as of the date of the recording of this Mortgage. Grantor acknowledges and agrees that this Mortgage shall not be extinguished, and the priority of this Mortgage shall not be altered in any way, if the indebtedness secured hereby is reduced to a balance of zero at any time or from time to time. This Mortgage shall terminate only after all amounts due to Lender under this Mortgage and the Note have been paid in full, the Note has either been terminated by Borrower or cancelled by Lender, and a discharge of this Mortgage has been duly recorded by Lender.

Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

THIS MORTGAGE, INCLUDING THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL COVENANTS AND OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor, Borrower and Lender agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and

**MORTGAGE
(Continued)**

Page 3

tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to (a) attend to Lender's interests, (b) inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage, (c) appraise the property, (d) investigate whether the property is a site or source of environmental contamination, or (e) remove to remediate any environmental contamination. Without limiting the foregoing, Lender shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the property within the meaning of section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL section 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation, assessment, removal, or remediation, there shall have occurred and be continuing an Event of Default, then all costs and expenses of the appraisal, investigation, assessment, removal or remediation, shall be subject to the "Lender's Expenditures" section of this Mortgage. Grantor shall execute any consultant contract, waste manifest, notice, and other documents that Lender requests to enable Lender to take or conduct any action or activity contemplated by this paragraph, if Grantor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice, or other document.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this

**MORTGAGE
(Continued)**

Page 4

Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable

**MORTGAGE
(Continued)**

Page 8

federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

**MORTGAGE
(Continued)**

Page 6

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**MORTGAGE
(Continued)**

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FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien. Such failure to make payment for taxes or insurance shall constitute waste at the time such items are due and payable.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy

**MORTGAGE
(Continued)**

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or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment fee that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Without limiting those rights and remedies, Lender may, at its option, either (a) enforce its security interest in the Personal Property under the Uniform Commercial Code or other applicable law or (b) include the Personal Property in any judicial or non-judicial foreclosure of this Mortgage.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Any failure of Grantor to pay any taxes assessed against the Property or to pay any installment of those taxes or to pay any insurance premium upon any policy covering any property located upon the Property shall constitute waste and shall entitle Lender to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing the waste, except that no receiver may be appointed for any dwelling house or farm occupied by any owner of it as the owner's home or farm or for any store or other business property having an assessed valuation of \$7,500 or less. Subject to the order of the court, the receiver may collect the rents and income from the Property and shall exercise control over the Property to the extent ordered by the court. A court may also appoint a receiver

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(Continued)

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for the Property in any other circumstances permitted by law. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may sell, release and convey the Real Property at public sale and sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment in full of the sums then due under this Mortgage and the expenses of the sale, including attorney fees as provided by law, to Grantor, all in accordance with applicable law.

Warning. This Mortgage contains a power of sale, and, upon default, may be foreclosed by advertisement. In foreclosure by advertisement, no hearing is involved and the only notice required is to publish notice in a local newspaper and to post a copy of the notice on the Property.

Waiver. If this Mortgage is foreclosed by advertisement, Grantor hereby voluntarily and knowingly waives all rights under the Constitution and laws of the State of Michigan and Constitution and laws of the United States to all notice and a hearing in connection with the above-mentioned foreclosure by advertisement, except as set forth in the Michigan statute providing for foreclosure by advertisement.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Will. If Grantor remains in possession of the Property after Lender or the purchaser at a foreclosure sale of the Property become lawfully entitled to possession of the Property, the Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall at the option of the person lawfully entitled to possession, either (1) pay a reasonable rental for the use of the Property or (2) vacate the Property immediately upon the demand of the person lawfully entitled to possession.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales and Grantor waives Grantor's rights under MCLA Section 600.3224 to have separate parcels sold separately and to have no more parcels than necessary sold. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly.

**MORTGAGE
(Continued)**

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securing the indebtedness. After the date that payment of the indebtedness secured by this Mortgage has been accelerated by Lender, acceptance by Lender of any amount(s) paid by or on behalf of Borrower or Grantor which is less than the full unpaid balance of the indebtedness, including without limitation all accrued interest, late charges and other amounts due Lender under this Mortgage, shall not be deemed a waiver of default or acceleration, but shall be credited toward the unpaid balance of the indebtedness, unless Lender shall specifically agree in writing to waive any such default or acceleration or both.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover its reasonable attorneys' fees. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Michigan.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jackson County, State of Michigan.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and

**MORTGAGE
(Continued)**

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several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Use of Pronouns. Any term used to designate any of the parties in this Mortgage shall be deemed to include the respective heirs, estate representatives, successors, and assigns of the parties, and all pronouns and relative words used in this Mortgage are intended to apply in the singular, plural, feminine or neuter forms as the context may require, to appropriately refer to the parties designated.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Michigan as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Dalton Zick Builders LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C.

**MORTGAGE
(Continued)**

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Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Michael Dalton and Leah M Dalton.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Farmers State Bank of Munitz, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 19, 2021, in the original principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 19, 2022. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Protective Advance. The words "Protective Advance" mean an indebtedness or obligation that is secured by this Mortgage and that arises because Lender makes an expenditure or expenditures (1) to fulfill or perform an obligation of Grantor under this Mortgage, with respect to the premises, that Grantor has failed to fulfill or perform, (2) to preserve the priority of this Mortgage or the value of the premises, or (3) for reasonable attorneys' fees or other expenses that are incurred in exercising a right or remedy under this Mortgage or that Grantor has agreed in this Mortgage to reimburse to Lender.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan

MORTGAGE
(Continued)

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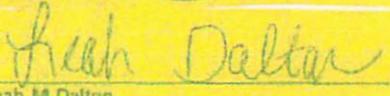
agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits and other benefits derived from the Property.

EACH GRANTOR COVENANTS AND AGREES TO THE PROVISIONS OF THIS MORTGAGE.

GRANTOR:

x 
Michael Dalton

x 
Leah M Dalton

This Mortgage was prepared by: Louis J Salow, Vice President / Credit Administrator
Farmers State Bank of Munith
201 N Main Street, PO Box 217
Munith, MI 49259

Exhibit "A"

The land referred to is described as follows:

Land in Township of Stockbridge, Ingham County, Michigan described as:

Part of the Southeast 1/4 of Section 8, Town 1 North, Range 2 East, Stockbridge Township, Ingham County, Michigan, more particularly described as beginning at the Southeast corner of said Section 8; thence North 00 degrees 17' 07" West 1328.20 feet along the East line of said section 8; thence North 89 degrees 48' 54" West 489.61 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 8; thence South 00 degrees 15' 17" East 993.02 feet; thence South 89 degrees 47' 41" East 325.31 feet; thence South 00 degrees 15' 17" East 335.00 feet to the South line of said Section 8 and the centerline of Catholic Church Road; thence South 89 degrees 47' 41" East 165.00 feet along the South line of said Section 8 and the centerline of Catholic Church Road back to the point of beginning. ✓

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(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Ingham)

On this day before me, the undersigned Notary Public, personally appeared Michael Dalton and Leah M Dalton, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of March, 2021.

By [Signature] My commission expires 11.23.24
Louis J Salow

Notary Public, State of Michigan, County of Ingham

Acting in the County of Ingham

MORTGAGE

RECORDATION REQUESTED BY:
THE STATE BANK
175 N LEROY ST
PO BOX 725
FENTON, MI 48430-0725

WHEN RECORDED MAIL TO:
THE STATE BANK
175 N LEROY ST
PO BOX 725
FENTON, MI 48430-0725

SEND TAX NOTICES TO:
THE STATE BANK
175 N LEROY ST
PO BOX 725
FENTON, MI 48430-0725

FOR RECORDER'S USE ONLY

THIS IS A FUTURE ADVANCE MORTGAGE

THE MAXIMUM PRINCIPAL AMOUNT OF THIS MORTGAGE EXCLUDING PROTECTIVE ADVANCES, IS \$150,000.00.

THIS MORTGAGE dated March 31, 2023, is made and executed between MICHAEL D DALTON AND LEAH M DALTON, HUSBAND AND WIFE, WHOSE ADDRESS IS 3468 CATHOLIC CHURCH ROAD, STOCKBRIDGE, MI 49285 (referred to below as "Grantor") and THE STATE BANK, whose address is 175 N LEROY ST, PO BOX 725, FENTON, MI 48430-0725 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in INGHAM County, State of Michigan:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 3468 CATHOLIC CHURCH ROAD, STOCKBRIDGE, MI 49285. The Real Property tax identification number is 33-16-18-08-400-011.

REVOLVING LINE OF CREDIT. The Note secured by this Mortgage provides Borrower with an open-ended line of credit under which Borrower can obtain advances, repay, and obtain new advances. Lender may, pursuant to the terms of the Note, and so long as there is not a default or suspension under the terms of the Note or this Mortgage, advance funds to or on behalf of Borrower up to the credit limit set forth in the Note. All such advances shall be secured by a lien with the same priority over other liens, encumbrances and matters as if such advances had been made as of the date of the recording of this Mortgage. Grantor acknowledges and agrees that this Mortgage shall not be extinguished, and the priority of this Mortgage shall not be altered in any way, if the indebtedness secured hereby is reduced to a balance of zero at any time or from time to time. This Mortgage shall terminate only after all amounts due to Lender under this Mortgage and the Note have been paid in full, the Note has either been terminated by Borrower or cancelled by Lender, and a discharge of this Mortgage has been duly recorded by Lender.

Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

THIS MORTGAGE, INCLUDING THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL COVENANTS AND OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

**MORTGAGE
(Continued)**

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GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor, Borrower and Lender agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to (a) attend to Lender's interests, (b) inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage, (c) appraise the property, (d) investigate whether the property is a site or source of environmental contamination, or (e) remove to remediate any environmental contamination. Without limiting the foregoing, Lender shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the property within the meaning of section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL section 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation, assessment, removal, or remediation, there shall have occurred and be continuing

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Default, then all costs and expenses of the appraisal, investigation, assessment, removal or remediation, shall be subject to the "Lender's Expenditures" section of this Mortgage. Grantor shall execute any consultant contract, waste manifest, notice, and other documents that Lender requests to enable Lender to take or conduct any action or activity contemplated by this paragraph, if Grantor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice, or other document.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. Grantor's "Interest" in the Real Property shall be considered to include, without limitation, any right to make a division of the Real Property that is exempt from the requirement of the Michigan Land Division Act, as it shall be amended. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Michigan law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer

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containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the Insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will

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deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Personal Property. Grantor will pay, if permitted

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by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Without limiting those rights and remedies, Lender may, at its option, either (a) enforce its security interest in the Personal Property under the Uniform Commercial Code or other applicable law or (b) include the Personal Property in any judicial or non-judicial foreclosure of this Mortgage.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Any failure of Grantor to pay any taxes assessed against the Property or to pay any installment of those taxes or to pay any insurance premium upon any policy covering any property located upon the Property shall constitute waste and shall entitle Lender to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing the waste, except that no receiver may be appointed for any dwelling house or farm occupied by any owner of it as the owner's home or farm or for any store or other business property having an assessed valuation of \$7,500 or less. Subject to the order of the court, the receiver may collect the rents and income from the Property and shall exercise control over the Property to the extent ordered by the court. A court may also appoint a receiver for the Property in any other circumstances permitted by law. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may sell, release and convey the Real Property at public sale and sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment in full of the sums then due under this Mortgage and the expenses of the sale, including attorney fees as provided by law, to Grantor, all in accordance with applicable law.

Warning. This Mortgage contains a power of sale, and, upon default, may be foreclosed by advertisement. In foreclosure by advertisement, no hearing is involved and the only notice required is to publish notice in a local newspaper and to post a copy of the notice on the Property.

Waiver. If this Mortgage is foreclosed by advertisement, Grantor hereby voluntarily and knowingly waives all rights under the Constitution and laws of the State of Michigan and Constitution and laws of the United States to all notice and a hearing in connection with the above-mentioned foreclosure by advertisement, except as set forth in the Michigan statute providing for foreclosure by advertisement.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Will. If Grantor remains in possession of the Property after Lender or the purchaser at a foreclosure sale of the Property become lawfully entitled to possession of the Property, the Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall, at the option of the person lawfully entitled to possession, either (1) pay a reasonable rental for the use of the Property or (2) vacate the Property immediately upon the demand of the person lawfully entitled to possession.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales and Grantor waives Grantor's rights under MCLA Section 600.3224 to have separate parcels sold separately and to

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have no more parcels than necessary sold. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness. After the date that payment of the indebtedness secured by this Mortgage has been accelerated by Lender, acceptance by Lender of any amount(s) paid by or on behalf of Borrower or Grantor which is less than the full unpaid balance of the indebtedness, including without limitation all accrued interest, late charges and other amounts due Lender under this Mortgage, shall not be deemed a waiver of default or acceleration, but shall be credited toward the unpaid balance of the indebtedness, unless Lender shall specifically agree in writing to waive any such default or acceleration or both.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover its reasonable attorneys' fees. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Michigan.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of GENESEE County, State of Michigan.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Use of Pronouns. Any term used to designate any of the parties in this Mortgage shall be deemed to include the respective heirs, estate representatives, successors, and assigns of the parties, and all pronouns and relative words used in this Mortgage are intended to apply in the singular, plural, feminine or neuter forms as the context may require, to appropriately refer to the parties designated.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Michigan as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means DALTON & ZICK BUILDERS, L.L.C.; and MICHAEL D DALTON JR and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Grantor. The word "Grantor" means MICHAEL D DALTON JR and LEAH M DALTON.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and