

**MORTGAGE  
(Continued)**

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 THE STATE BANK, 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 31, 2023, in the original principal amount of \$150,000.00 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. **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.

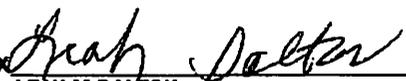
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether 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 D DALTON JR

x   
LEAH M DALTON

This Mortgage was prepared by: SARAH MANSELL, LEAD LOAN DOCUMENT SPECIALIST  
THE STATE BANK  
175 N LEROY ST  
FENTON, MI 48430-0725

**2024-026032  
INGHAM COUNTY, MI  
DERRICK QUINNEY  
REGISTER OF DEEDS**

**OFFICIAL LAND RECORD**

**Instrument Number: 2024-026032**

**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: 8716111

**Quit Claim Deed**

The Grantors: Michael D Dalton and Leah M Dalton, Husband and Wife  
3468 Catholic Church Rd  
Stockbridge MI 49285

Quit Claims to: Michael D Dalton Jr  
3468 Catholic Church Rd  
Stockbridge MI 49285

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

See Attached Exhibit A

Tax ID: 33-16-16-08-400-011  
Commonly known as: 3468 Catholic Church Rd, 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

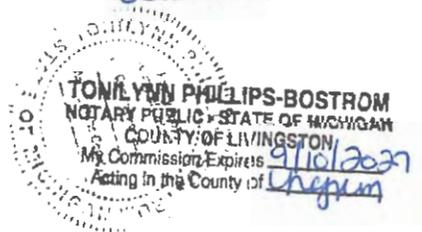
Signed by:

Michael D Dalton  
Michael D Dalton

Leah M Dalton  
Leah M Dalton

State of Michigan)  
)SS  
County of Ingham)

The foregoing instrument was acknowledged before me this 31 day of October, 2024 by Michael D Dalton and Leah M Dalton, Husband and Wife



J. Phillips-Bostrom  
Notary Public, State of MI  
My Commission Expires: 9-10-2027  
County Acting In: Ingham

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

2008-008385 B:3204 P:371 Pages:2 of 2 Ingham County

Exhibit A

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 1528.20 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

Address: 3468 Catholic Church<sup>Rd</sup>, Stockbridge MI 49285

**2024-027235  
INGHAM COUNTY, MI  
DERRICK QUINNEY  
REGISTER OF DEEDS**

**OFFICIAL LAND RECORD**

**Instrument Number: 2024-027235**

**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**

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**For Internal Use ONLY:**

TxId: 4497124

DocId: 8717544

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

*Prepared By:*  
Michael D Dalton Jr  
3468 Catholic Church Rd  
Stockbridge, MI 49285

Tax Parcel # 33-16-16-08-400-011

NOTICE OF ACKNOWLEDGEMENT  
DELIVERY AND ACCEPTANCE OF DEED

On November 12, 2024, I, Michael D Dalton Jr, in the presence of Almighty God, did receive delivery of a certified copy of my Quit Claim Deed, Recording # 2024-026032 from the Ingham County, State of Michigan Recorder's Office, the official recorder of real property and land documents.

I 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 me or regarding any property listed or inferred thereon to any person other than myself, Michael D Dalton Jr, man of flesh and blood, sui juris, sole owner.

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

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

LAND DESCRIPTION:

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

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

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

[Signature]  
Witness 2 – Signature

Michigan: State ) Michigan  
: ss.  
Ingham: County ) Ingham

On November 14, 2024, before me the undersigned, a Notary Public in and for said Michigan State, appeared Michael D Dalton Jr known to me or who produced satisfactory evidence that he is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

AMY SZYMCAK  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires October 26, 2029  
Acting In the County of Ingham

[Signature]  
[Notary Public]

My Commission expires: 10.26.2029



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Exhibit A

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 323.31 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

Address: 3468 Catholic Church<sup>Rd</sup>, Stockbridge MI 49285

**2024-030242**  
**INGHAM COUNTY, MI**  
**DERRICK QUINNEY**  
**REGISTER OF DEEDS**

**OFFICIAL LAND RECORD**

**Instrument Number: 2024-030242**

**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**

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**For Internal Use ONLY:**

Txid: 4499970

DocId: 8721068

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*Prepared By:*  
Michael D Dalton Jr  
3468 Catholic Church Rd  
Stockbridge, MI 49285

Tax Parcel # 33-16-16-08-400-011

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

KNOW ALL MEN BY THESE PRESENTS, that I, Michael D Dalton Jr, do hereby certify and declare that I hold, in Fee Simple/ Allodium, the below described land. I accept and claim the "forever" benefit of the Land Grant/Patent that granted all incidents of ownership held by the Grantor to John Haydock, the original grantee, his heirs and assigns forever, being United States Land Grant/Patent Number 23937 dated August 15th, 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:

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

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. Gastrel*, 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 (CB SD 1915); *U.S. v. Beaman* (1917, CAB 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; *Pittsmt 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 FACIA 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. *Jankins 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.



Exhibit A

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

Address: 3468 Catholic Church, Stockbridge MI 49285

## PUBLIC NOTICE

On November 18, 2024, I, the undersigned Owner, do hereby formally make public notice that I have duly acknowledged the deed to the land commonly known as 3468 Catholic Church Rd Stockbridge, MI, which deed was recorded in the Ingham County, State of Michigan Recorder's Office, under File # 2024-026032; that I have accepted said deed, taken possession of the land and do in fact occupy said land and do hereby declare notice of my homestead of this land. Further, as Owner, I have claimed the "Forever" benefit of the original Land Grant/Patent for this land by updating the Land Patent for this land; thereby I 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 my knowledge, there is no lawful claim against this land, and I believe there is no evidence to the contrary.

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

Michael D Dalton Jr  
3468 Catholic Church Rd  
Stockbridge, MI 49785  
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 Michael D Dalton Jr. at 734-323-4796 or by emailing your request to mdandz@gmail.com

1. Quit Claim Deed recorded under File # 2024-026032, 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 D Dalton Jr - Owner

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

PUBLIC NOTICE

P:115

### Affidavit of Posting

On November 18, 2024 at 3:53 a.m./p.m., We, Michael P Jerome and Michael A Lee witnessed Michael D Dalton Jr post his Public Notice on a bulletin board in the Stockbridge MI post office at 117 North Clinton Street, Stockbridge, MI 49285. We also witnessed him posting two copies of his Public Notice on his property at 3468 Catholic Church Rd, Stockbridge, MI, 49285. 4:11 pm.

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 09-10-2027  
Acting in the County of Ingham

[Signature]  
[Notary Public]

My Commission expires: 09-10-2027

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 3468 Catholic Church Rd., Stockbridge, MI 49285 on November 18, 2024.



Public Notice posted at 3468 Catholic Church Rd., Stockbridge, MI 49285 on November 18, 2024.



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Public Notice posted at 3468 Catholic Church Rd., 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 20<sup>th</sup>, 2024 at 4:41 a.m./p.m. (p.m.) We, Michael P Jerome and Michael A Lee witnessed Michael Dalton Jr post his Public Notice on a bulletin board at the CADL -Stockbridge Library 200 Wood St. Stockbridge, MI 49285.

WITNESSETH

Dated: 11-20-24 Michael P Jerome [Signature]  
Witness 1 – Michael P Jerome      Witness 1 – Signature

Dated: 11-20-24 Michael A. Lee [Signature]  
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

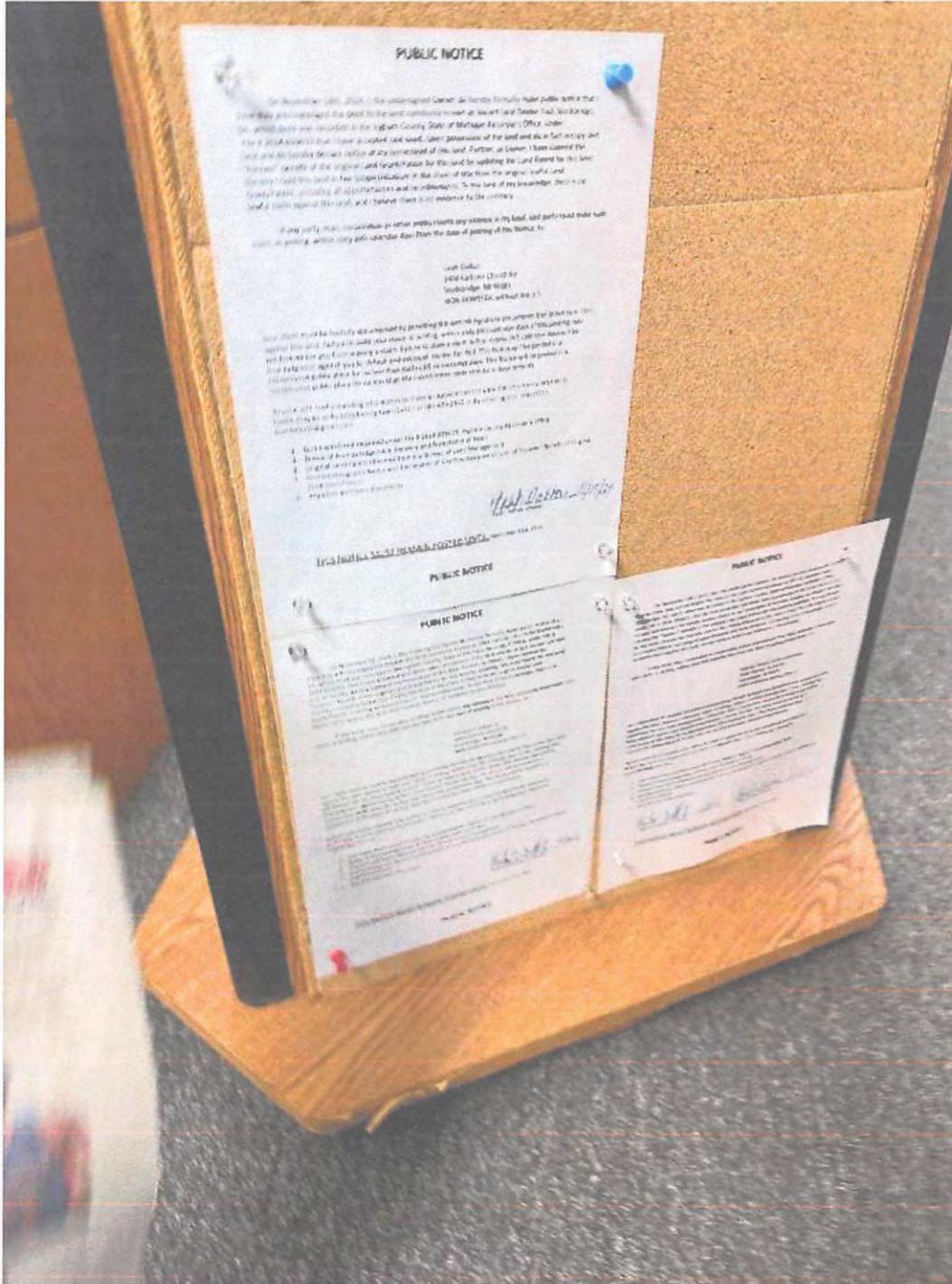
[Signature]  
[Notary Public]

My Commission expires: 9-10-2027

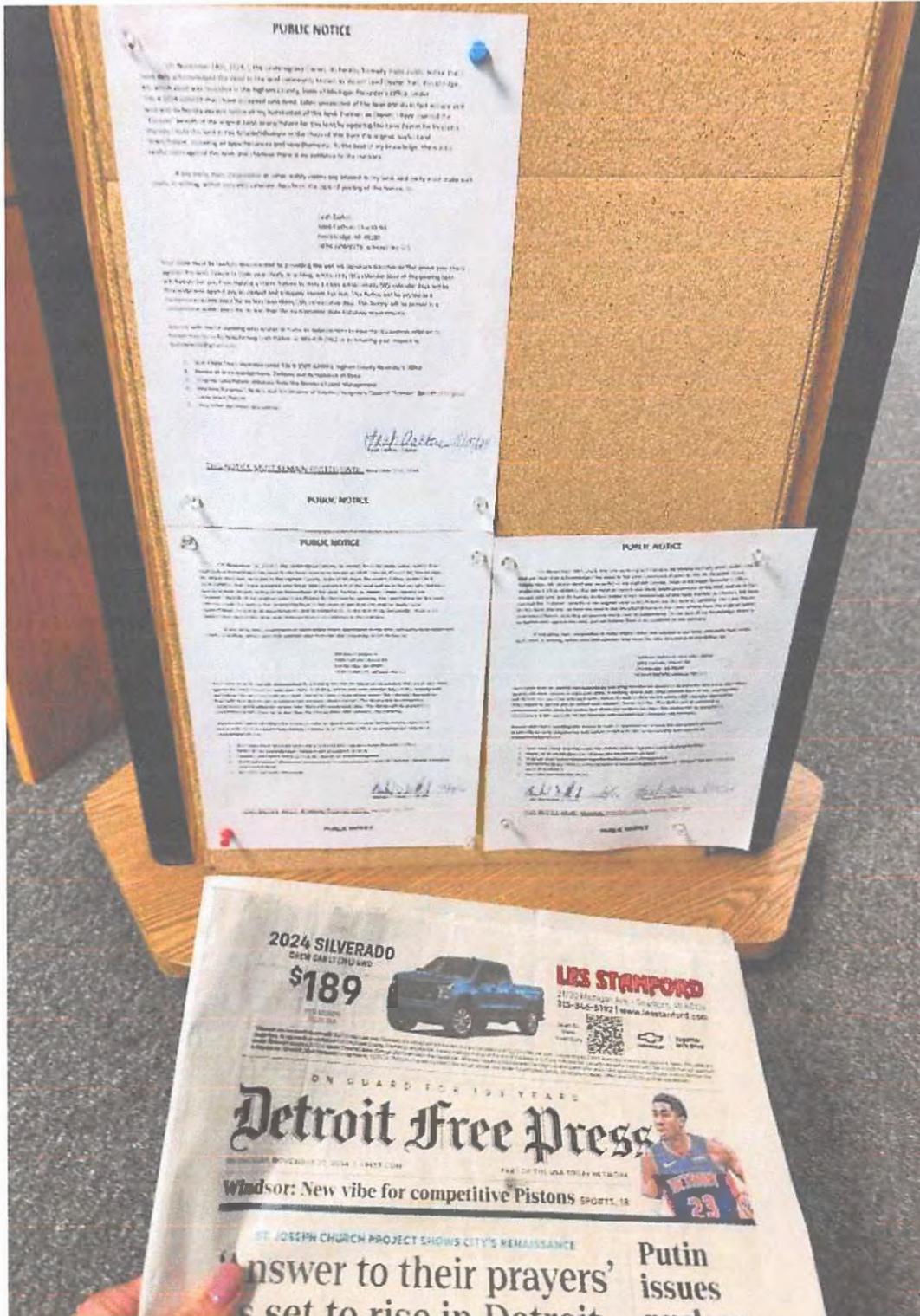
Public Notice posted at CADL- Capital Area District Library - Stockbridge Branch at 200 Wood St., Stockbridge, MI 49285 on November 20, 2024.



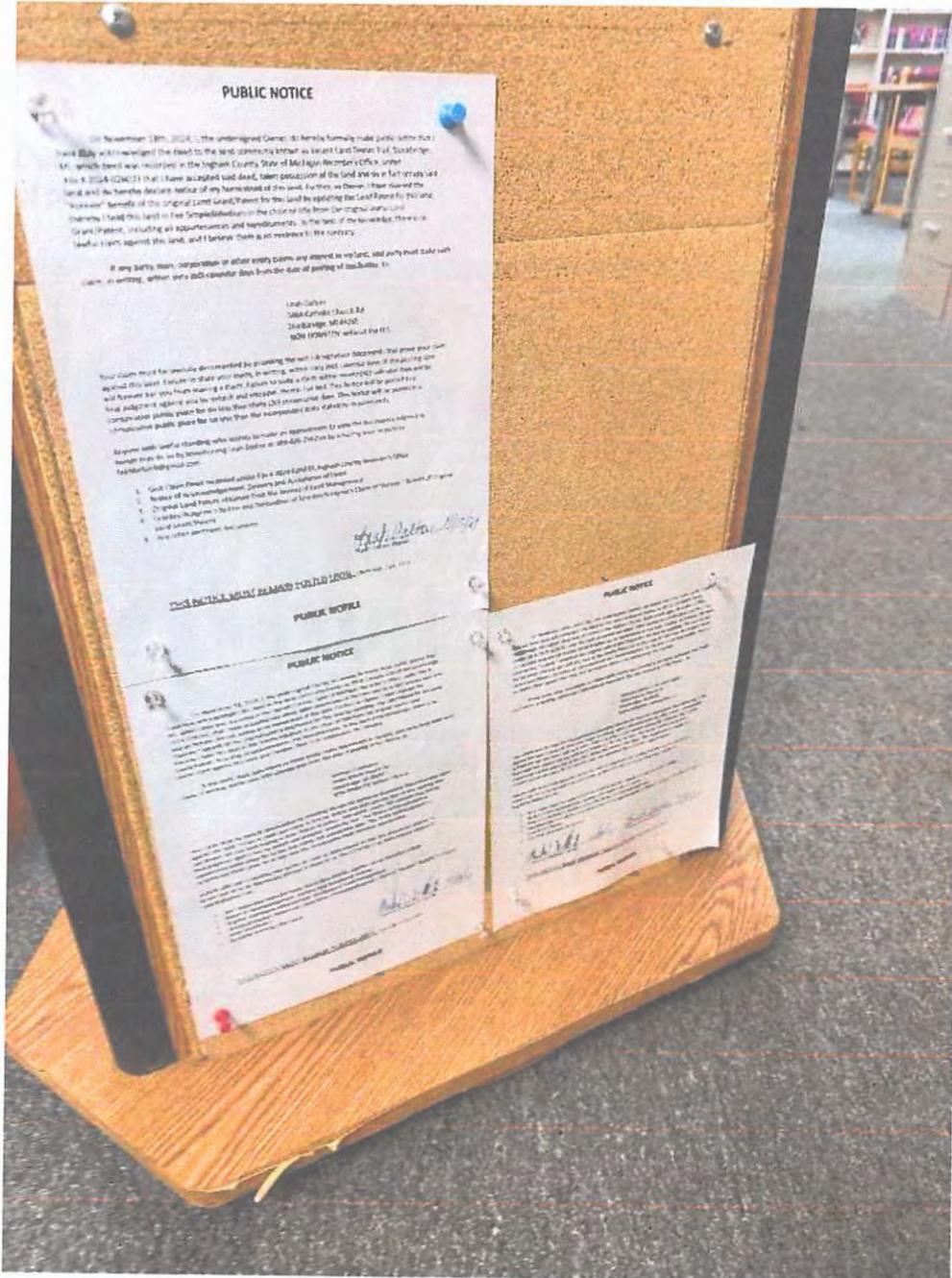
Public Notice posted at CADL- Capital Area District Library - Stockbridge Branch at 200 Wood St., Stockbridge, MI 49285 on November 20, 2024.



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



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



STATE OF MICHIGAN REAL ESTATE TRANSFER TAX  
INGHAM COUNTY, MI \$0.00 ST  
05/28/2025 \$168.65 CO  
2025-014158 TX # 4513692

2025-014158  
INGHAM COUNTY, MI  
DERRICK QUINNEY  
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Instrument Number: 2025-014158  
Number of Pages: 8  
Arrival Date and Time: 5/27/2025 10:37:00 AM  
Recording Date and Time: 05/28/2025 2:17 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*  
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: 4513692  
DocId: 8737617

FILED IN 55TH DISTRICT COURT; 10/27/2025 4:50 PM

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX  
INGHAM COUNTY, MI 05/28/2025 2025-014158  
\$0.00 ST  
\$166.65 CD  
TX # 4513692



2025-014158  
INGHAM COUNTY, MI  
DERRICK QUINNEY  
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Instrument Number: 2025-014158

Number of Pages: 8

Arrival Date and Time: 5/27/2025 10:37:00 AM

Recording Date and Time: 05/28/2025 2:17 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: 4513692  
DocId: 8737617

FILED IN 55TH DISTRICT COURT; 10/27/2025 4:50 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 State Bank, whose address is 109 East Division Street, Sparta, Michigan 49345.

### Recitals

- 1 On March 31, 2023, Michael D. Dalton and Leah M. Dalton granted The State Bank a Mortgage which was recorded on May 1, 2023 as Instrument # 2023-021542 of the Ingham County Records (the "Mortgage"). ChoiceOne Bank is the successor by merger to The State Bank.
- 2 The Mortgage encumbers real property and improvements located in Stockbridge Township, Ingham County, Michigan which property is more specifically described in the Mortgage as:

Part of the Southeast 1/4 of Section 8, Township 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 (the "Property"); Parcel # 33-16-16-08-400-011; commonly known as 3468 Catholic Church Road, Stockbridge, Michigan 49285

- 2 The Mortgage contains a power of sale which has become operative as a default has occurred in a condition of the Mortgage. No proceedings at law have been instituted to recover all or any part of the debt secured by the Mortgage.
- 3 Pursuant to MCL 600.3201 et. seq. a Notice of Mortgage Sale was published and posted in a conspicuous place on the Property. Proof of Publication and Posting are attached.
- 5 The Notice stated that the Property would be sold at a public auction to the highest bidder 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.
- 5 On April 24, 2025 at 10:00 a.m. local time, the Property was sold to ChoiceOne Bank, who was the highest bidder, for One Hundred Fifty-One Thousand One Hundred Eighteen and 92/100 (\$151,118.92) Dollars.

**CERTIFICATE OF SALE:**

I **GEORGE A. LAMMERS** Deputy Sheriff for Ingham County, Michigan do hereby grant, bargain, convey and sell the Property and Improvements to ChoiceOne Bank its successors and assigns, for the sum of One Hundred Fifty-One Thousand One Hundred Eighteen and 92/100 (\$151,118.92) Dollars.

Upon expiration of the redemption period described below, this Sheriff's Deed will vest in ChoiceOne Bank all the right, title and interest of the mortgagors in the Property and improvements on March 31, 2023, or at anytime thereafter unless the Property is redeemed prior to the expiration of the redemption period, as provided by Law.

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF INGHAM    )

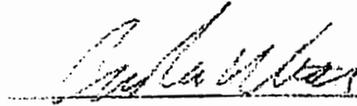
I Hereby Certify that the Property must be redeemed from this foreclosure sale on or before October 24, 2025 otherwise this Sheriff's Deed will become operative on October 27, 2025. However, if the Property is subsequently deemed to be abandoned pursuant to MCL 600.3241a, then in such event, the Property must be redeemed from this foreclosure sale on or before May 26, 2025, or until the time to provide the notice required by MCL 600.3241a(c) expires, whichever is later, and this Sheriff's Deed will become operative the following day, If the Property is not redeemed according to law. The redemption period may also be extinguished as provided in MCL 600 3238.

SIGNED BY:



**GEORGE A. LAMMERS**, Deputy Sheriff  
for Ingham County, Michigan

Subscribed and sworn to before me on April 24, 2025 by  
**GEORGE A. LAMMERS**, Deputy Sheriff for Ingham County, Michigan.



Notary Public, Ingham County, Michigan  
Acting in Ingham County, Michigan  
My Commission Expires:

**ANDREW WITT**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires February 27, 2027

**EVIDENCE OF SALE**

**Affidavit of Sale**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF INGHAM )

GEORGE A. LAMMERS after being duly sworn states as follows:

1. I am a Deputy Sheriff for Ingham County, Michigan
2. I acted as auctioneer at the mortgage sale described in the Sheriff's Deed.
3. The Property described in the Sheriff's Deed was sold at public auction to the highest bidder on April 24, 2025 at the first floor of the Ingham County Circuit Courthouse in Mason, Michigan, which is the location of the Ingham County Circuit Court.
4. The sale was opened at 10:00 a.m., local time, and was kept open for one (1) hour.
5. The Property was sold to ChoiceOne Bank who was the highest bidder for the Property, for One Hundred Fifty-One Thousand One Hundred Eighteen and 92/100 (\$151,118.92) Dollars.

SIGNED BY:

George A. Lammers

GEORGE A. LAMMERS, Deputy Sheriff  
for Ingham County, Michigan

Subscribed and sworn to before me on April 24, 2025 by  
GEORGE A. LAMMERS, Deputy Sheriff for Ingham County, Michigan.

Andrew Witt

Notary Public, Ingham County, Michigan  
Acting in Ingham County, Michigan  
My Commission Expires:

**ANDREW WITT**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires February 27, 2027

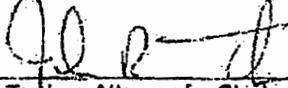
**AFFIDAVIT UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF GENESEE )

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

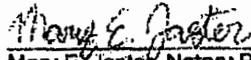
- 1 I make this Affidavit on behalf of ChoiceOne Bank in connection with the foreclosure of the Mortgage described in the attached Sheriff's Deed.
- 2 To the best of my knowledge, information and belief no person named in the Mortgage, no present mortgagor or grantee, nor any person dependent upon any 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: U.S. Prime Rate, as published in the Business Section of the *Wall Street Journal* plus Two (2.00%) per year. The current effective rate of interest accruing under the Promissary Note, the repayment of which is secured, in part, by the Mortgage, is Nine and One-Half (9.50%) Percent per year.

Transfer Tax: \$166.10

PREPARED BY AND WHEN RECORDED RETURN TO:

 John R. Tucker, Esq.  
WINEGARDEN, HALEY, LINDHOLM,  
TUCKER & HIMELHOCH, PLC  
G-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 3468 Catholic Church Road, Stockbridge, Michigan 49285 must be redeemed from the Sheriff's sale on or before October 24, 2025 unless the property is subsequently deemed to be abandoned pursuant to MCL 600.3241a in which case last day to redeem the Property from the sale will be May 26, 2025, or until the time to provide the notice required by MCL 600.3241a(c) expires, whichever is later. The redemption period may also 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 \$151,168.92. The amount was calculated as follows:

The amount bid for the premises sold	\$151,118.92
Sheriff's fees paid by the purchaser	\$ 50.00
<b>Total*</b>	<b>\$151,168.92</b>

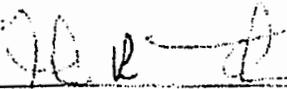
\* An additional \$5.00 fee will be required if the redemption money is paid to the Register of Deeds.

3. After the date of the Sheriff's Sale, interest will accrue on the sum that was bid at the daily rate of \$39.3323. This *per diem* is based upon a variable rate of interest (Prime +2%) with a current effective yield of 9.5% per year. Consequently, the stated *per diem* will vary in direct proportion to any changes in the Prime rate that may occur during the redemption period. 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.

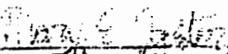
ChoiceOne Bank has designated Winegarden, Haley, Lindholm, Tucker & Himelhoch PLC as its designee responsible to assist any appropriate person redeeming the property in computing the exact amount required to redeem the property and to receive redemption funds. If you choose to use this assistance, you 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. Master, Notary Public  
Genesee County, Michigan  
Acting in Genesee County, Michigan  
My Commission Expires: June 11, 2029

Robertson - Michael D Dalton

**MORTGAGE SALE** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. 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 section 3212 of the Revised Judicature Act of 1961, 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 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 Michael D. Dalton and Leah M. Dalton to The State Bank, ChoiceOne Bank, a Michigan Chartered Bank is the successor by merger to The State Bank. The Mortgage is dated March 31, 2023 and was recorded on May 1, 2023 as Instrument #2023-021542 of the Ingham County Records. No proceedings have been instituted to recover any part of the debt which is One Hundred Forty-Four Thousand Eighteen and 45/100 (\$144,018.45) 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 Register 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 U.S. Prime Rate, as published in the Business Section of the Wall Street Journal plus Two (2.00%) per year, legal costs, attorney fees and any taxes of insurance which may be paid by the mortgagee before the sale. The current effective rate of interest accruing under the Promissory Note, the repayment of which is secured, in part, by the Mortgage, is Nine and One-Half (9.50%) Percent per year. The property to be sold is located in Stockbridge Township, Ingham County, Michigan and is more specifically described in the Mortgage as: Part of the Southeast 1/4 of Section 8, Township 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 46' 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 328.31 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. (the "Property"). The street address of the Property is 3468 Catholic Church Road, Stockbridge, Michigan 48285. The redemption period will expire six (6) months from the date of the sale unless the Property is subsequently deemed to be abandoned pursuant to MCL 600.3241a in which case the redemption period will expire thirty (30) days from the date of the sale or until the time to provide the notice required by MCL 600.3241a (c) expires, whichever is later. The redemption period may also be extinguished as provided in MCL 600.3238. Please be advised that if the Property is actually sold at a foreclosure sale pursuant to the procedures provided in MCL 600.3200 et. seq., as is currently anticipated by this Notice of Mortgage Sale, then in such event, the borrowers 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 600.3278. Please be further advised that the redemption period may also be extinguished under the circumstances described in MCL 600.3238. The name, address and telephone number of the attorney for the party foreclosing the Mortgage is: John R. Tucker, Esq., WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIMEL HOCH, PLLC G-9480 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-767-3600 Dated: March 20, 2025 ChoiceOne Bank, a Michigan Chartered Bank successor by merger to The State Bank PREPARED BY: John R. Tucker, Esq. P-37348 Winegarden, Haley, Lindholm, Tucker & Himelhoch, PLLC G-9480 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-767-3600 (03-20)(04-10)

EVIDENCE OF SALE

(Affidavit of Posting)

STATE OF MICHIGAN,

COUNTY OF

INGHAM

(County Notating In)

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 envelope to \_\_\_\_\_

3468 Catholic Church Rd

Stockbridge, MI 48285

*[Signature]*

MICHAEL J. FENEIS

(Signature)

(Print Name)

Subscribed and Sworn To Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

*[Signature]*

NOTARY PUBLIC (Signature) (Print Name)

Randal Adline  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF Ingham County, Michigan  
 My Commission Expires \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_

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 & Robe

Attorney File#: DLN1556545

Notary#: 1556545

County: Ingham



Robertson - Michael D Dalton

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.

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 section 3212 of the Revised Judicature Act of 1961, 1961 PA 238, 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 sets 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 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 Michael D. Dalton and Leah M. Dalton to The State Bank, ChoiceOne Bank, a Michigan Chartered Bank is the successor by merger to The State Bank. The Mortgage is dated March 31, 2023 and was recorded on May 1, 2023 as Instrument #2023-021642 of the Ingham County Records. No proceedings have been instituted to recover any part of the debt which is One Hundred Forty-Four Thousand Eighteen and 45/100 (\$144,018.45) 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 Register 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 U.S. Prime Rate, as published in the Business Section of the Wall Street Journal plus Two (2.00%) per year, legal costs, attorney fees and any taxes or insurance which may be paid by the mortgagees before the sale. The current effective rate of interest accruing under the Promissory Note, the repayment of which is secured, in part, by the Mortgage, is Nine and One-Half (9 5/8%) Percent per year. The property to be sold is located in Stockbridge Township, Ingham County, Michigan and is more specifically described in the Mortgage as: Part of the Southeast 1/4 of Section 8, Township 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 69 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 88 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 88 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. (the "Property"). The street address of the Property is 3468 Catholic Church Road, Stockbridge, Michigan 49285. The redemption period will expire six (6) months from the date of the sale unless the Property is subsequently deemed to be abandoned pursuant to MCL 600.3241a in which case the redemption period will expire thirty (30) days from the date of the sale or until the time to provide the notice required by MCL 600.3241a (c) expires, whichever is later. 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 600.3200 et seq. as is currently anticipated by this Notice of Mortgage Sale, then in such event, the borrowers 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 600.3278. 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 & HIMELNOCH, PLC G-9460 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-767-3600 Dated: March 20, 2025 ChoiceOne Bank, a Michigan Chartered Bank successor by merger to The State Bank PREPARED BY John R. Tucker, Esq. P-37348 Winegarden, Haley, Lindholm, Tucker & Himelnoch, PLC G-9460 S. Saginaw Street, Suite A Grand Blanc, MI 48439 810-767-3600 (03-20)(04-10)

(Affidavit of Publisher)

STATE OF MICHIGAN, ss. COUNTY OF OAKLAND

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

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

P McKenzie

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

Attorney: Winegarden, Haley, Lindholm & Robertson, P.L.C. -Winegarden
Attorney File#: DLN1556545
Notice#: 1556545
County: Ingham

