

ABSTRACT OF TITLE

Abstract covers those certain pieces or parcels of land known as all that part of the North-east quarter (NE $\frac{1}{4}$) of Section twelve (12) lying south of the AuSable River; all of the South half (S $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section twelve (12); the Southeast quarter (SE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section eleven (11) and the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section eleven (11) all being in Town twenty-six (26) North Range three (3) East, Mentor township, Oscoda County, Michigan, excepting therefrom a piece of land bounded by a line commencing at a point on the 1/8 line eighty (80) rods west of the Southeast corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and running west along the 1/8 line four hundred (400) feet; thence north parallel with the east section line three hundred (300) feet to a point; thence north 24 degrees East, three hundred eighty (380) feet to a point on the south bank of the AuSable River; thence south 50 degrees east, two hundred eighty (280) feet along said river bank to a point; thence north 86 degrees east, two hundred sixty-five (265) feet along said river bank to a point; thence south parallel with the east section line two hundred two (202) feet to a point; thence south 58 degrees west, one hundred ninety-two (192) feet to a point; thence south 21 degrees west, two hundred two (202) feet to the place of beginning.

No. 1

William Winton, husband
to
Helen Winton, his wife

Warranty Deed
Dated September 25, 1883
Recorded July 2, 1884
Liber 3, Page 143
Cons. \$1.00

Conveys the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, all in T 26 N R 3 E.

No. 2

United States
to
William Winton

United States Patent
Dated October 27, 1887
Recorded December 29, 1902
Liber 6, Page 557
Cons. Certificate No. 1360

Conveys the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, all in T 26 N R 3 E.

No. 3

Robert Rumford
to
Penoyer Bros. of
AuSable, Michigan

Bill of Sale
Dated November 11, 1891
Recorded November 16, 1891
Liber 6, Page 387
Cons. \$50.00

Conveys all the pine timber of any description whatsoever from or now on the entire Section 12, T 26 N R 3 E belonging to him and now in his possession on the above lands.

No. 4

United States
to
William Gates

United States Patent
Dated June 1, 1898
Recorded April 8, 1899
Liber 5, Page 552
Cons. Certificate No. 7015

Conveys the NE $\frac{1}{4}$ of Section 12, T 26 N R 3 E

No. 5

William Gates, single
to
Margaret Finch

Mortgage
Dated May 29, 1903
Recorded July 10, 1903
Liber 2 Mortgages, Page 585
Cons. \$100.00.

Mortgage covers the NE $\frac{1}{4}$ of Sec. 12, T 26 N R 3 E. Contains power of sale on default.

No. 6

William Gates, single
to
Helen Winton

Warranty Deed
Dated September 12, 1902
Recorded December 20, 1902
Liber 10, Page 330
Cons. \$1.00 et al.

Conveys all that part of the NE $\frac{1}{4}$ of Section 12, T 26 N R 3 E lying on the south side of the AuSable River.

No. 7

Auditor General
to
Ezekiel DeCamp

Tax Deed
Dated May 17, 1904
Recorded July 18, 1904
Liber 3 Tax Deeds, Page 524
Cons. \$20.79 tax for 1899

Conveys the NE $\frac{1}{4}$ of Section 12, T 26 N R 3 E.

No. 8

Ezekiel DeCamp and wife
to
William Gates

Quit Claim Deed
Dated July 12, 1904
Recorded July 18, 1904
Liber 12, Page 230
Cons. \$46.58

Conveys the NE $\frac{1}{4}$ of Section 12, T 26 N R 3 E. Recites: "This deed is given to convey only the right, title and interest in the above described property obtained by the said Ezekiel DeCamp under a Tax Deed issued for the 1899 tax."

No. 9

William H. Winton and
Helen Winton, his wife
to
Henry Nelson Loud

Option to purchase
Dated December 9, 1905
Recorded December 16, 1905
Liber 9, Page 282
Cons. \$25.00.

The said party of the first part agrees to sell the rights and easements to said party of the second part, or his assigns, the rights and privileges of constructing and maintaining one or more dams across the AuSable River for the purpose of producing water power; and in connection therewith to acquire certain lands on which to construct a plant for generating electrical power and for other purposes incidental thereto on or before December 31, 1906, for the sum of \$1,000.00.

Affects land described in caption hereof.

No. 10

William H. Winton and
Helen Winton, his wife
to
Henry Nelson Loud

Warranty Deed
Dated December 26, 1906
Recorded December 28, 1906
Liber 13, Page 109
Cons. \$1,000.00.

Conveys all the lands described in caption hereof et al lands, which may become flooded or submerged by reason of raising the waters of the AuSable River to a height of five (5) feet above the natural low water mark as indicated by natural low water mark on the abutment of Winton Bridge; also the right of way over and across the above described lands for railroad and wagon roads.

No. 11

Auditor General
to
Mary Z. Kellogg

Tax Deed
Dated February 24, 1905
Recorded February 24, 1912
Libre 8 Tax Deeds, Page 224
Cons. \$23.66 taxes for years 1885, 1886

Conveys the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, T 26 N R 3 E.

No. 12

Auditor General
to
Mary Z. Kellogg

Tax Deed
Dated February 24, 1905
Recorded February 24, 1912
Liber 8 Tax Deeds, Page 225
Cons. \$31.97 taxes for years
1886 and 1897.

Conveys the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, T 26 N R 3 E.

No. 13

Mary Z. Kellogg
to
Helen Winton

Quit Claim Deed
Dated May 26, 1905
Recorded February 24, 1912
Liber 14, Page 162
Cons. \$63.94.

Conveys the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, T 26 N R 3 E. Recites: "This deed is given to convey only the right, title and interest in the above described property obtained by the said first party under a tax deed issued for the taxes for the years 1886 and 1897, and the said first party agrees to warrant and defend against her own acts."

No. 14

Mary Z. Kellogg
to
Helen Winton

Quit Claim Deed
Dated September 5, 1905
Recorded February 24, 1912
Liber 14, Page 161
Cons. \$52.32

Conveys the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, T 26 N R 3 E.

No. 15

Margaret Finch
to
William Gates

Discharge of Mortgage
Dated October, 11, 1911
Recorded October 30, 1911
Liber 1 Dis. Mtgs., Page 290
Cons. Payment in full.

Discharges Mortgage at Entry No. 5 above.

No. 16

William Winton and
Helen Winton, his wife, and in
her own individual right
to
Easter Michigan Power Company

Warranty Deed
Dated April 28, 1917
Recorded April 29, 1917
Liber 15, Page 418
Cons. \$1.00 et al.

Conveys all that part of land described in caption hereof et al all lands lying below elevation 914 feet above mean tide at New York, according to the United States Geological survey datum; also the exclusive and perpetual rights to flow with the waters of and in the AuSable River and from any and all its tributaries by the erection and maintenance of a dam or dams across said river, over and upon all or any part of said lands.

No. 17

Eastern Michigan Power Co., by
J. B. Foote, Vice-President
to
Consumers Power Company

Warranty Deed
Dated April 28, 1917
Recorded June 29, 1923
Liber 17, Page 194
Cons. \$1.00 et al.

Conveys land described in caption hereof et al lands lying below elevation 914 feet above mean tide at New York City according to United States Geological Survey datum.
Also conveys exclusive and perpetual right to flow with the waters of and in the AuSable River and its tributaries by erection and maintenance of a dam or dams across said river, over and upon all or any part of land in caption hereof et al lands.

No. 18

Consumers Power Company
to
The National City Bank of
New York, trustee

Trust Mortgage
Dated January 1, 1920
Recorded March 31, 1920
Liber 5 of Mortgages, Page 9 et seq
Cons. Series of bonds.

Mortgage covers....."all estates, beneficial interests, property, privileges and franchises of every name and nature, now owned, held or possessed or hereafter acquired by the Company, or to which it is or at any time hereafter may be entitled."

No. 19

Helen Winton, widow
to
Theodore Papas

Warranty Deed
Dated May 4, 1920
Recorded May 5, 1920
Liber 19, Page 136
Cons. \$1.00 et al.

Conveys land described in caption hereof et al lands excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 20

Theodore Papas, single
to
Harry Dallas

Warranty Deed
Dated August 4, 1922
Recorded October 2, 1922
Liber 17, Page 139
Cons. \$1.00.

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying south of the AuSable River and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 21

Harry Dallas, single
to
Theodore Papas

Warranty Deed
Dated August 11, 1922
Recorded November 11, 1927
Liber 20, Page 220
Cons. \$1.00.

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying south of the AuSable River and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E, excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 22

Theodore Papas, single
to
Gertrude Baugher

Warranty Deed
Dated May 5, 1930
Recorded May 21, 1930
Liber 20, Page 444
Cons. \$1.00

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying south of the AuSable River and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E, excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 23

Gertrude Baugher
to
Theodore Papas

Power of Attorney
Dated May 5, 1930
Recorded May 21, 1930
Liber 21, Page 51

Appoints Theodore Papas my true and lawful attorney for me and in my place and stead to sell, lease for farming and all industrial purposes at a price to be derived at by said attorney giving and granting unto Theodore Papas full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present at the doing thereof, with full power of substitution and revokation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue here of.

No. 24

Gertrude Baugher
to
Theodore Papas

Warranty Deed
Dated May 15, 1930
Recorded July 14, 1930
Liber 20, Page 459
Cons. \$1.00

Signed by Gertrude Baugher herself.

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying south of the AuSable River and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E et al lands, excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 25

Theodore Papas, single
to
Georgia P. Silas

Warranty Deed
Dated July 10, 1930
Recorded July 21, 1930
Liber 20, Page 464
Cons. \$1.00 et al

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying South of the AuSable River and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E, excepting therefrom so much of said lands as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 26

Georgia P. Silas and her
husband, Peter J. Silas

to
Theodore Papas

Power of Attorney
Dated July 11, 1930
Recorded June 24, 1933
Liber 21, Page 192

Appoints Theodore Papas my true and lawful attorney for me and in my name, place and stead, to sell or lease at a price to be determined by said attorney, giving and granting unto Theodore Papas, my said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present at the doing thereof, with full power of substitution and revocation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue thereof. Affects land described in caption hereof et al lands.

No. 27

Gertrude Baugher, by
Theodore Papas, her attorney in fact
to
Georgia P. Silas

Warranty Deed
Dated May 15, 1930
Recorded July 2, 1940
Liber 24, Page 249
Cons. \$1.00 et al

Conveys the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11 in T 26 N R 3 E, excepting therefrom land as may have been heretofore conveyed by Warranty Deed at Entry No. 16 above.

No. 28

Georgia P. Silas and
Peter Silas, her husband
to
Theodore Papas

Warranty Deed
Dated August 14, 1930
Recorded July 2, 1940
Liber 25, Page 490
Cons. \$10.00 et al

Conveys all that part of the NE $\frac{1}{4}$ of Section 12 lying south of the AuSable River and the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, all in T 26 N R 3 E, excepting therefrom so much of said lands as may have been heretofore conveyed in Warranty Deed at Entry No. 16 above.

No. 29

Theodore Papas, single
to
John A. Young and
Leah A. Young, his wife

Warranty Deed
Dated December 29, 1939
Recorded July 2, 1940
Liber 25, Page 491
Cons. \$1.00 et al

Conveys land described in caption hereof et al lands, excepting therefrom so much of said lands as may have been heretofore conveyed in Warranty Deed at Entry No. 16 above.

No. 30

Dedication of Plat

Plat
Dated October 17, 1940
Recorded January 9, 1941
Liber 1 Plats, Page 31

Know all Men by these Presents, that We, John A. Young, as proprietor and Leah A. Young, his wife, have caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as AuSable Banks, and that the drives as shown on said plat are hereby dedicated to the use of the owners or occupants only, of any of the lots in said plat, the County road is dedicated to the use of the public.

Covers part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11; a part of the S $\frac{1}{2}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 12, Town 26 North Range 3 East, in Mentor Township, Oscoda County, Michigan, is described as follows: Beginning at the $\frac{1}{4}$ Section corner between Sections 11 and 12, T 26 N R 3 E and running thence south 0° 32' East on section line, 1313.6 feet; thence North 89° 51' West on $\frac{1}{8}$ line, 1324.6 feet to $\frac{1}{8}$ corner; thence North 21° East, 202 feet; thence North 58° East, 192 feet; thence North 151.5 feet; thence North 42° 15' East, 1602 feet to section line 317 feet North of P. O. B.; thence North 59° 28' East, 153.5 feet; thence North 82° 13' East, 665 feet; thence North 60° 15' East, 606 feet; thence South 79° 35' East, 136 feet; thence South 49° 35' East, 522 feet; thence North 89° 30' East, 528 feet; thence South 75° 30' East, 273 feet to the North and South $\frac{1}{4}$ line of Section 12; thence North 52° 12' East, 774 feet; thence North 55° 22' East, 588 feet; thence North 82° 20' East, 194 feet; thence South 45° East, 222.5 feet; thence South 25° 40' East, 209 feet; thence South 7° 40' West, 187 feet; thence South 21° 40' West, 780 feet to the East and West $\frac{1}{4}$ line; thence North 89° West on $\frac{1}{4}$ line, 3863 feet to the point of beginning.

NOTE: "On all lots bordering on the river, the lots include all land within their boundaries, or the boundaries extended to the waters edge."

Edward F. Loud

Affidavit
 Dated July 5, 1943
 Recorded July 6, 1944
 Liber 29, Page 160

Edward F. Loud deposes and says as follows: "that he is a resident of Oscoda, Michigan, and member of the former co-partnership known as H. M. Loud's Sons Company consisting of Henry Nelson Loud, George A. Loud and Edward F. Loud, that under the terms of a certain partnership agreement between the members of said co-partnership, recorded in Liber 2 of Land Contracts, page 448, Iosco County Registry, it was agreed by Henry Nelson Loud, one of said partners, that all lands and interests in land, wheresoever situated, except his homestead, then or thereafter acquired in the individual name of Henry Nelson Loud would be held by said Henry Nelson Loud in trust for said partnership, during the existence of the partnership.

"Deponent states further that he recalls of his own knowledge that when the members of said partnership conveyed lands, and interests in lands, on, along and adjacent to the AuSable River in the Counties of Oscoda, Alcona and Iosco, State of Michigan, to the Iosco Land Company or companies with which said Iosco Land Company was associated, it was the intention of deponent and other members of said partnership, acting both individually and as a company, to sell and convey all title and interests held by them in lands, or interests in lands except certain timber rights, along the AuSable River, useful for hydraulic operations or otherwise; that with particular reference to a deed dated May 31st, 1910, and recorded in Liber 11 of Deeds, page 617, Oscoda County Registry, and a deed dated June 1st, 1910, recorded in Liber 11 of Deeds, page 623, Oscoda County Registry, it was the intention of the grantors therein to convey all title previously acquired and held by them, or any of them, to the lands, and interests in lands therein described, except as to certain timber rights reserved, which timber rights have since expired. Deponent states further that when said H. M. Loud's Sons Company, and its members, sold the holdings they had acquired for electric power development along said AuSable River, and its tributaries, it was not intended that any title be retained in such holdings (except certain timber rights) by any of them, inasmuch as they desired to divest themselves of all land interests and acquisitions connected with electric power developments.

"Deponent states further that said co-partnership was duly dissolved as of September 7, 1915, and such rights as it then held, whether real or personal, were, by agreement and other proper procedure, placed in the name of Edward F. Loud, as trustee of all undisposed of assets of said Company.

"Deponent states further that this affidavit is made for the purpose of explaining and correcting any deeds made by Henry Nelson Loud, or the members of H. M. Loud's Sons Company to Iosco Land Company, or companies or individuals associated with Iosco Land Company, which deeds may have failed to convey in appropriate language all of the interests previously acquired by said Henry Nelson Loud, or any member of said partnership, and if there be any outstanding interest in the lands, or interest in lands described in such deeds, remaining in deponent as trustee for the undisposed partnership assets, such interest is hereby disclaimed in favor of Iosco Land Company, its successors and assigns."

No. 32

John A. Young and
 Leah A. Young
 vs.

Consumers Power Co.

Notice is hereby given that a suit has been commenced and is pending in the Circuit Court for County of Oscoda in Chancery upon a Bill of Complaint filed by above named complainants against above named defendant for decree quieting and establishing title in the plaintiffs. Affects land described in caption hereof et al lands.

Lispensens
 Dated February 27, 1943
 Recorded March 1, 1943
 Liber 1 Lispensens, Page 67

No. 33

City Bank Farmers Trust Company
 to
 Consumers Power Co.

Discharges Mortgage at Entry No. 18 above. City Bank Farmers Trust Company discharges above Mortgage as successors to the National City Bank of New York.

Discharge of Mortgage
 Dated May 12, 1944
 Recorded July 6, 1944
 Liber 29, Page 160
 Cons. Payment in full.

No. 34

Consumers Power Company by
 Clyde J. Holmes, Vice-President
 to

John A. Young and
 Leah A. Young, his wife

Conveys land described in caption hereof et al lands.

Quit Claim Deed
 Dated May 16, 1944
 Recorded July 7, 1944
 Liber 29, Page 161
 Cons. \$1.00 et al

No. 35

John A. Young and
 Leah A. Young, his wife
 to
 Consumers Power Co.

Conveys interest in land described in caption which interest is stated as follows: "the exclusive and perpetual right to overflow any of the land hereinafter described by the operation and maintenance of any dam or series of dams now in existence or that may hereafter be constructed on the AuSable River, without limit as to height above high water mark in said river; also the right to raise and lower the water in the AuSable River and its tributaries, adjoining and adjacent to the said following described lands, by the operation of any dam or series of dams upstream or downstream from said land; said second party being hereby given full right and authority to operate such dam or dams in any way it desires."

Quit Claim Deed
 Dated May 31, 1944
 Recorded July 7, 1944
 Liber 29, Page 162
 Cons. \$1.00 et al

Consumers Power Co.
to
City Bank Farmers Trust Co.

No. 36

Trust Mortgage
Dated July 7, 1944
Recorded July 18, 1944
Liber 9 Mortgages, Page 370
Cons. Mutual covenants

Mortgage covers rights of flowage held by mortgagors in land described in caption hereof.

John A. Young and
Leah A. Young, his wife
vs.
Consumers Power Co.

No. 37

Order of Dismissal
Dated July 10, 1944
Recorded July 26, 1944
Liber 29, Page 165

In a session of the Circuit Court for the County of Oscoda in Chancery, it is ordered that the above named cause be and the same is hereby dismissed without cost to either party.

State of Michigan)
) ss.
County of Oscoda)

I, Norman J. Randall, hereby certify that the above abstract of title consisting of entries number one to thirty-seven inclusive contains a true and correct abstract of each and every instrument of record in the records of the Register of Deeds of Oscoda County, Michigan, which instruments affect the title to the lands described in the caption hereof and which have been entered for record up to and including this 2nd day of August, 1944.

Norman J. Randall,
Prosecuting Attorney, Oscoda County, Michigan.