

## ABSTRACT OF TITLE

### What is it ?

Every owner of real estate should have assurance that he holds a good legal title to his property. Many purchasers of abstracts erroneously believe that when an Abstract Company furnishes an abstract, the filling of such an order conclusively shows that there are no clouds upon or flaws in the chain of title. We wish to correct this wrong impression. It is the part of the Abstract office to do only those things to which it certifies, and the abstract as it is finally built up and assembled is only a

HISTORY of the title and not  
a GUARANTEE of the Title

be the title good or bad. Hence the abstract when procured should be submitted to an attorney for examination and for his opinion as to marketability of title.

**Abstract and Title Guaranty  
Company**

DETROIT

PONTIAC :: MT. CLEMENS  
FERNDALE

## ABSTRACT OF TITLE

FROM

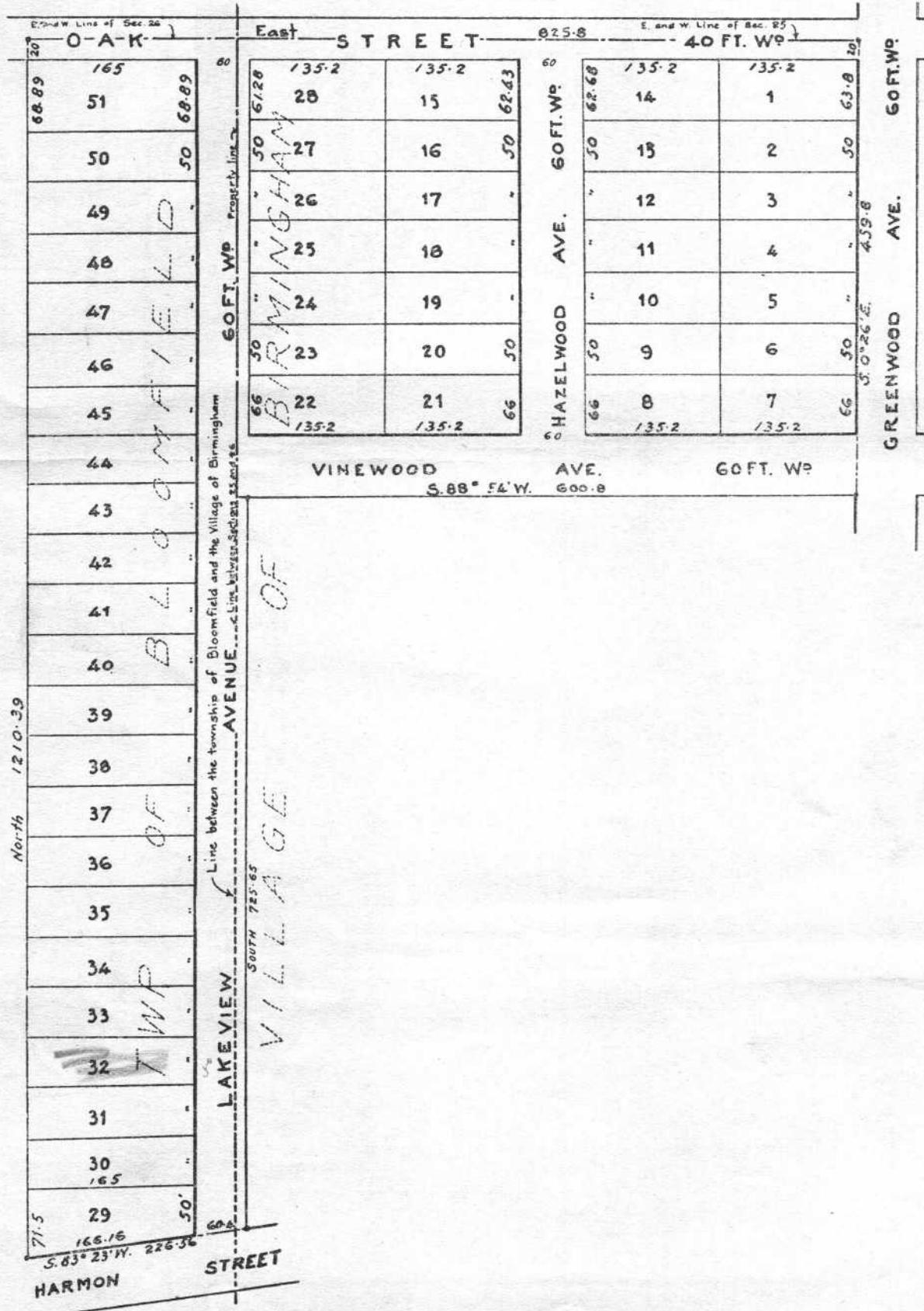
# Mathews Abstract Company's Books

PONTIAC, OAKLAND COUNTY, MICHIGAN

**CAPTION:**

1. All that certain piece or parcel of land situate and being in the Township of Bloomfield, County of Oakland, State of Michigan and described as follows, to-wit:

Lot No. 32..... of that part of Greenwood Subdivision included in Southeast quarter of Section 26, Town 2 North, Range 10 East.



# Abstract and Title Guaranty Company

A SECTION OF LAND = 640 ACRES

SECTION CORNER

Post

SECTION CORNER -

— TABLE OF MEASUREMENTS —

ONE LINK = 792 INCHES ; 100 LINKS , ONE CHAIN  
ONE ROOD = 165 FEET , 25 LINKS  
ONE CHAIN = 66 FEET ; 100 LINKS ; 4 ROODS  
80 CHAINS = 5280 FT , ONE MILE ; 320 ROODS  
ONE ACRE = 43560 SQ FT ; 160 SQ ROODS

N W 1 A

A SIDE OF A SQ ACRE - 208.71 FT

ONE ACRE = 25127 CHAINS; 192.24 FT, OR  
0.848398 OF AN ACRE

Townships are numbered North and South of the Michigan Base-line, which is the North line of Wayne County; and numbered East and West of the Michigan Meridian, which is approximately the center of the lower Peninsula.

V4. P. 33

CENTER OF SECTION

130-131 14 Posts

- TOWNSHIP SKETCH -

-- 6 Miles Square ; contains 36 Sections, with adjoining Secs -

| 36            | 31 | 32 | 33 | 34 | 35 | 36 | 31 |
|---------------|----|----|----|----|----|----|----|
| TOWNSHIP LINE |    |    |    |    |    |    |    |
| 1             | 6  | 5  | 4  | 3  | 2  | 1  | 6  |
| 12            | 7  | 8  | 9  | 10 | 11 | 12 | 7  |
| 13            | 18 | 17 | 16 | 15 | 14 | 13 | 18 |
| 24            | 19 | 20 | 21 | 22 | 23 | 24 | 19 |
| 25            | 30 | 29 | 28 | 27 | 26 | 25 | 30 |
| 36            | 31 | 32 | 33 | 34 | 35 | 36 | 31 |
| TOWNSHIP LINE |    |    |    |    |    |    |    |
| 1             | 6  | 5  | 4  | 3  | 2  | 1  | 6  |

A Section is One Mile Square containing 640 Acres

SECTION CORNER

5155

14 POST

SECTION CORNER

42 CHAINS 2640 FT. 60 RDS

lontiac = Mt. Clemens  
Michigan

2.

UNITED STATES  
to  
HENRY WHITING.

Government Entry.  
Dated July 27, 1821.  
Recorded in Liber 1 of Copy of  
Government Entries, page 201.

Original Entry of S. E.  $\frac{1}{4}$  of Section 26, Town 2 North, Range 10 East, containing 160 acres.

3.

HENRY WHITING and  
ELIZA WHITING, his wife  
to  
HOWLAND MASON.

Warranty Deed.  
Consideration \$440.00.  
Dated March 10, 1831.  
Acknowledged March 10, 1831.  
Recorded July 21, 1832.  
Liber 6 of Deeds, page 22.

Conveys a certain parcel of land situate in the County of Oakland and Territory of Michigan and described as follows, viz: Being the W.  $\frac{1}{2}$  of S. E.  $\frac{1}{4}$  of Section 26 in Township 2 North, Range 10 East, containing 80 acres, in the land district of Detroit and territory of Michigan be the same more or less. Also E.  $\frac{1}{2}$  of S. E.  $\frac{1}{4}$  of Section 26 in Township 2 North, Range 10 East, containing 80 acres, more or less lying and being in the County and Territory aforesaid.

Eliza Whiting acknowledged as Eliza Whitney.

4.

Estate of  
HOWLAND MASON, Lunatic.

Letters of Guardianship.  
Probate Court for the County of Oakland.  
Probate Files No. 81.  
(In Files but not on Calendar.)

October 12, 1831. Order appointing Ezekiel Webb, Arthur Power and Amos Hoag Gentleman to make inquisition in the case of Howland Mason.

October 15, 1831. Acceptance of above to hold inquisition.

November —, 1831. Edward Steele appointed Guardian. Bond filed and letters issued.

January —, 1837. The guardian having died, on the application of the wife of said lunatic, P. J. Perrin was appointed guardian. Bond filed and letters issued.

5.

Inquisition.  
Subscribed and sworn to October 15, 1831.  
Probate Court for the County of Oakland.  
Probate Files No. 81.

"To the Hon. Ogden Clark, Judge of Probate.

We, the undersigned having diligently inquired in the case of Howland Mason agreeably to the directions of the within order do certify that we adjudge him the said Howland Mason to be incapable of taking care of himself and family on account of lunacy."

Signed Ezekiel Webb,  
Arthur Power,  
Amos Hoag.

6.

Estate of  
HOWLAND MASON, LunaticInventory.  
Filed 1st Saturday in January, 1832.

Shows Real estate listed as follows: "The farm on which he now lives 150 acres valued at \$800.00.

$\frac{1}{4}$  Sec. of land at Grand River \$100.00.  
 $\frac{1}{4}$  Sec. in Bloomfield \$40.00.

7.

Proceedings in Sale of Real Estate.  
Probate Court for the County of Oakland.  
Probate Files No. 81.

January —, 1832. Guardian applied for License for the sale of Real estate, ordered to give notice.

February —, 1832. License issued for the sale of Real estate sufficient to pay debts.

May —, 1836. Administrator presented an Act passed by the legislature authorizing him to sell real estate. (Act of Legislature for lands other than described in Caption hereof.)

May —, 1837. Petition for license to sell Real estate—continued. Certificate of notice filed. Petition granted. Bond filed and license issued.

June 17, 1837. Administrator's account presented and filed.  
October —, 1840. Account for final settlement filed.  
(No further proceedings.)

8.

Petition for Lisence to Sell Real Estate.  
Probate Court for the County of Oakland.  
Probate Files No. 81.

"To the Judge of the Probate Court for the County of Oakland.

The undersigned Guardian of Howland Mason a Lunatic Person, respectfully shows to the Probate Court of said County that, the debts due from said Mason are such as will require the sale of Real Estate to discharge them and prays to be licensed to sell so much as will enable him to pay the just debts of said Mason. January 7, 1832.

Edward Steele."

9.

Estate of  
HOWLAND MASON, Lunatic.

License to Sell Real Estate issued 1st  
Saturday in February, 1832.  
Probate Court for the County of  
Oakland.  
Probate Files No. 81.

"Publication having been made of the application of the Guardian for license to sell Real Estate, agreeably to the order of the Court and it being made to appear to the Court that it was necessary that some part of the said Real Estate should be sold for the payment of said Mason's debts.

It was ordered by the Court that the Guardian be licensed to sell so much of said Estate as should be necessary to pay his just debts and incidental charges.

And thereupon a license was issued to said Guardian as follows:  
Territory of Michigan,  
County of Oakland—ss.

To Edward Steele, guardian over Howland Mason, a lunatic.  
Whereas it hath been made to appear to me that it is necessary that a part of the Real property belonging to Howland Mason of Farmington in said County now  
(over)

a Lunatic should be sold for the payment of the just debts of said Mason and incidental charges.

Therefore by virtue of the Power and authority to me given in and by the laws of the Territory of Michigan, I do hereby empower and license you in the capacity of Guardian as aforesaid to make sale of so much of the Real Estate of said Mason as shall be necessary for the payment of his just debts and incidental charges; obeying the rules and regulations of the law in such case made and provided."

Signed by Judge of Probate.

10.

EDWARD STEELE, Guardian of  
HOWLAND MASON, a lunatic  
to  
HORACE HOADLEY.

Guardian's Deed.  
Consideration \$242.00.  
Dated July 16, 1832.  
Acknowledged July 16, 1832.  
Recorded July 21, 1832.  
Liber 6 of Deeds, page 24.

Recites order of the Probate Court for the County of Oakland, made on 1st Saturday of November, 1831 appointing said party of the 1st part Guardian of said Howland Mason, a Lunatic and that said Guardian duly qualified by giving bond as the law directs.

That on 1st Saturday of February, 1832 said Court authorized said Guardian to make sale of so much of the real estate of the said Howland Mason as should be necessary for the payment of his just debts and incidental charges.

And whereas after being thus empowered he did on May 18, 1832 by virtue of said order for sale, sell the real estate of the said Howland Mason hereinafter mentioned at Public Auction subject to a certain mortgage executed by said Mason to Henry Whiting for \$240.00 a part of the purchase money for said premises.

Pursuant to above orders conveys all that certain piece or parcel of land situate in the Town of Bloomfield in said County of Oakland known by being the S. E.  $\frac{1}{4}$  of Section 26 in Town 2 North of Range 10 East in the District of Detroit containing 160 acres of land be the same more or less, and all the estate, right, title and interest which the said Howland Mason had in the said tract, piece or parcel of land on May 18, 1832.

Signed and acknowledged Edward Steele.

11.

HORACE HOADLEY and  
HARRIET HOADLEY, husband and wife  
to  
JOHN YOUNGS.

Warranty Deed.  
Consideration \$310.00.  
Dated July 20, 1832.  
Acknowledged July 20, 1832.  
Recorded July 20, 1832.  
Liber 6 of Deeds, page 21.

Conveys a certain parcel of land situate in Township 2 North of Range 10 East designated and described as follows, viz: The S. E.  $\frac{1}{4}$  of Section 26 in the said Township and in the land district of Detroit, Michigan Territory, containing 160 acres of land.

Subject to mortgage executed by Howland Mason to Henry Whiting for \$240.00 and supposed to be dated March 10, 1832.

12.

JOHN YOUNG and  
AMANDA YOUNG, his wife  
to  
ROSWELL T. MERRILL,  
JOHN A. WELLS,  
GEORGE B. MARTIN.

Warranty Deed.  
Consideration \$2500.00.  
Dated January 5, 1836.  
Acknowledged January 5, 1836.  
Recorded May 11, 1836.  
Liber 11 of Deeds, page 379.

Conveys all that certain piece of land situate in the Township of Bloomfield and designated as follows, to-wit: Being the S. E.  $\frac{1}{4}$  of Sec. 26, Township 2 North, Range 10 East, and being lands offered for sale at the Land District of the City of Detroit, containing 160 acres of land more or less.

13.

JOHN A. WELLES,  
 GEORGE B. MARTIN and  
 HANNAH T. MARTIN, his wife  
 to  
 ROSWELL T. MERRILL.

Quit Claim Deed.  
 Consideration \$9000.00.  
 Dated March 1, 1838.  
 Acknowledged March 6 and March 8, 1838.  
 Recorded March 15, 1838.  
 Liber 15 of Deeds, page 290.

Conveys all their right, title, interest, claim whatsoever to that certain parcel of land situate in the County of Oakland and State of Michigan and described as follows, to-wit: Being the S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, and being lands offered for sale at the Land office in the City of Detroit, containing 160 acres of land, more or less and other lands.

14.

ROSWELL T. MERRILL and  
 LUCRETIA MERRILL, his wife  
 to  
 JAMES B. SIMONSON.

Warranty Deed.  
 Consideration \$10,000.00.  
 Dated September 7, 1840.  
 Acknowledged September 7, 1840.  
 Recorded April 21, 1841.  
 Liber 20 of Deeds, page 275.

Conveys all those certain pieces or parcels of land situate in the Township of Bloomfield, and State of Michigan, bounded and described as follows, to-wit: Being the one equal undivided  $\frac{1}{2}$  part of the following described piece or parcel of land, to-wit: Beginning at the corner of Sections Nos. 25 and 26, and 35 and 36 Town 2 North, Range 10 East; thence on the E. boundary of Section No. 35, S.  $1^{\circ}$  and 45' E. 5 chs. and 61 lks. to the center of Mill Street; thence on the line of said Street about 74 $\frac{1}{4}$  W. 9 chs. and 13 lks. thence N. 14 $\frac{1}{2}$  E. 13 chs. and 52 lks. to a post from which a white oak stump 8 inches in diameter bears N. 29 $^{\circ}$  W. distant 4 lks., thence S. 84 $^{\circ}$  E. 5 chs. and 12 lks. to a post standing on the E. boundary of Section No. 26; thence on said boundary S.  $1^{\circ}$  and 30' E. 9 chs. and 50 lks. to the place of beginning. Containing 9.94 acres of land more or less and other lands.

Also the equal undivided  $\frac{1}{2}$  part of the privilege of the Mill pond floing and setting back on Section No. 26, Town 2 North, Range 10 East.

15.

JAMES B. SIMONSON and  
 LYDIA F. SIMONSON, his wife  
 to  
 ROSWELL T. MERRILL.

Quit Claim Deed.  
 Consideration \$10,000.00.  
 Dated August 31, 1842.  
 Acknowledged August 31, 1842.  
 Recorded September 28, 1844.  
 Liber 27 of Deeds, page 172.

Conveys the following described property, to-wit: Beginning at the corner of Sections number 25 and 26, and 35 and 36 Town 2 North, Range 10 East; thence on the E. boundary of Section number 35, S.  $1^{\circ}$  and 45' E. 5 chs. and 61 lks. to the center of Mill Street; thence on the line of said Street about 74 $\frac{1}{4}$  W. 9 chs. and 13 lks. thence N. 14 $\frac{1}{2}$  E. 13 chs. and 52 lks. to a post from which a white oak stump 8 inches in diameter bears N. 29 $^{\circ}$  W. distant 4 lks., thence S. 84 $^{\circ}$  E. 5 chs. and 12 lks. to a post standing on the E. boundary of Section number 26; thence on said boundary S.  $1^{\circ}$  and 30' E. 9 chs. and 50 lks. to the place of beginning. Containing 9.94 acres of land more or less, said above described premises being situate lying and being in the township of Bloomfield, County of Oakland and State of Michigan.

Lydia F. Simonson signed Lydia T. Simonson.

MAHERMILL  
BOND

16.

SAMUEL G. WATSON, Master in  
Chancery  
to  
JOHN TOWNSEND.

Chancery Deed.  
Consideration \$6150.00.  
Dated October 24, 1843.  
Acknowledged November 4, 1843.  
Recorded November 10, 1843.  
Liber 25 of Deeds, page 388.

"Whereas at a Court of Chancery held for the State of Michigan at the City of Detroit on April 12, 1843 it was among other things ordered, adjudged and decreed by the said Court in a certain cause then depending in the said Court between John Townsend, Complainant and Roswell T. Merrill, Lucretia Merrill, William S. Young, John W. Hunter, Eurotas P. Hastings, Ziba Swan Jr. and John A. Welles, Defendants, that the mortgaged premises mentioned and set forth in the Bill of Complaint in said cause and hereinafter particularly described or so much thereof as might be sufficient to raise the amount due to the complainant for principal interest and costs in said cause to be sold in parcels agreeable to the report of John S. Abbott one of the Masters of said Court be sold at public auction by or under the direction of this court, that the said sale be made at the Village of Birmingham in the County of Oakland and State of Michigan, that the Master give public notice of the time and place of such sale by publishing the same once in each week for six successive weeks in a newspaper published in the City of Detroit, also in some newspaper published in said County of Oakland and that the Complainant and other parties of this suit may be purchasers, and that the master execute a deed or deeds to the purchaser or purchasers of said premises thereof on said sale."

Therefore in pursuance of the above recited order and decree on October 24, 1843 said Master in Chancery sold at public auction all and singular the said mortgaged premises hereinafter described having first given public notice of the time and place of such sale according to the requirements in the above recited decree, the said mortgaged premises to said John Townsend, party of the 2nd part for the sum of \$6150.00 being the highest sum bidden for the same.

Therefore in order to carry into effect the sale made in pursuance of the decree of the said Court above recited and by virtue of the statute in such case made and provided, conveys the following described pieces or parcels of land situate in the County of Oakland and State of Michigan described as follows, to-wit: The undivided half of S. E. ¼ of Sec. — designated as follows, number 26, Town 2 North, Range 10 East, in the Detroit Land District, so-called, and other lands.

Foreclosure of Mortgage No. 11.

17.

ROSWELL T. MERRILL and  
LUCRETIA MERRILL, his wife  
to  
JOHN TOWNSEND.

Warranty Deed.  
Consideration \$4000.00.  
Dated August 8, 1844.  
Acknowledged August 8, 1844.  
Recorded September 28, 1844.  
Liber 27 of Deeds, page 175.

Conveys all those certain pieces or parcels of land, situate in the County of Oakland and State of Michigan bounded and described as follows, to-wit: The one equal undivided half of S. E. ¼ of Sec. number 26, Town 2 North, Range 10 East, and other lands.

18.

JOHN TOWNSEND and  
ABBA TOWNSEND, his wife  
to  
WILLIAM BROWN,  
THERON A. FLOWER.

Warranty Deed.  
Consideration \$6500.00.  
Dated June 23, 1845.  
Acknowledged June 25, 1845.  
Recorded July 17, 1845.  
Liber 28 of Deeds, page 601.

Conveys all those certain pieces or parcels of land situate in the County of Oakland in the State of Michigan described as follows: Being S. E. ¼ of Section designated as follows: Number 26 in Town 2 North, Range 10 East in the Detroit Land District so-called, and other lands.

Executed in State of New York, Albany County before Judge of County Court.  
(Court seal.)

Clerk's certificate and seal attached.

19.

WILLIAM BROWN and  
MINERVA L. BROWN, his wife  
to  
THERON A. FLOWER.

Warranty Deed.  
Consideration \$1500.00.  
Dated June 14, 1853.  
Acknowledged June 16, 1853.  
Recorded June 18, 1853.  
Liber 48 of Deeds, page 337.

Conveys land in Town of Bloomfield, Oakland County, Michigan, described as follows, to-wit: Equal undivided half part of S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land according to United States survey thereof, more or less, and other lands.

Excepting and reserving from S. E.  $\frac{1}{4}$  of Sec. 26, the undivided half part of Mill Pond and dam to be used as a water power for the Birmingham Mill, now so-called.

Said pond and dam, together with outlet from rollway and the race way leading from pond to mill, to be and remain within their present limits at highwater mark, and not to be at any time hereafter increased.

Warrant and Defend the same against all lawful claims whatsoever except a mortgage given by Brown and Flower to John Townsend dated June 23, 1845, and upon which there will be a balance due July 1 next about the sum of \$500. Said balance the said party of the second part hereby agrees to assume and pay.

20.

THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife  
to  
JESSIE LEITHEAD.

Warranty Deed.  
Consideration \$6700.00.  
Dated December 10, 1856.  
Acknowledged December 11, 1856.  
Recorded December 13, 1856.  
Liber 59 of Deeds, page 365.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described as follows: S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land according to the United States Survey thereof, more or less.

Excepting and reserving therefrom the water power on said premises, viz.: The Mill pond, dam, flumes and raceways and tailraces as they now exist or may be at highest water mark and reserving to said Flower and to his heirs and assigns a full right of ingress and egress in and upon and to and from said dam, pond, raceways, tailraces, flumes and privilege at all times of digging and taking away from banks thereof earth and gravel for purpose of repairing same.

This conveyance is made subject to a mortgage executed by said Flower to William Brown on the equal undivided half part of above described premises, which said mortgage is dated June 14, 1853 and recorded in Office of Register of Deeds of Oakland County, in record of Mortgage 22, page 241, on January 18, 1853, upon which there is due at the date of this deed \$900 and the interest thereon from June 14 last past.

21.

JESSIE LEITHEAD and  
JAMES LEITHEAD, her husband  
to  
ROBERT McMILLEN.

Quit Claim Deed.  
Consideration \$100.00.  
Dated February 18, 1859.  
Acknowledged June 15, 1859.  
Recorded June 16, 1859.  
Liber 66 of Deeds, page 208.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described as follows: S. E.  $\frac{1}{4}$  of Sec. 26, Township 2 North, Range 10 East, containing 160 acres of land according to the United States Survey thereof be the same more or less.

Excepting and reserving therefrom water from said premises, viz: Mill Pond, dam, flumes, race ways, tail races as they exist or may be at highest water mark, and reserving right of ingress and egress in and upon and to and from said dam, pond, raceways, tail races and flumes and the privilege at all times of taking and taking away from the bank thereof earth and gravel for the purpose of repairing same.

22.

GEORGE McMILLAN  
 ROBERT McMILLAN  
 vs.  
 JAMES LEITHEAD  
 JESSIE LEITHEAD  
 ROBERT DONALDSON.

Lis Pendens.  
 Dated January —, 1861.  
 Filed January 16, 1861.

In the Circuit Court for the County of Oakland in Chancery.

"To all whom it may concern, notice is hereby given that a bill of Complaint has been filed in said Court by the above complainants against the above Defendants and the suit thereby commenced is now pending.

The General object of said bill among other things is to foreclose a Mortgage recorded in Liber 30, page 486 (No. 28).

The property and land affected thereby being described as follows: The S. E.  $\frac{1}{4}$  of Sec. number 26 in Town 2 North, Range 10 East and other lands.

23.

GEORGE McMILLAN  
 ROBERT McMILLAN  
 vs.  
 JAMES LEITHEAD  
 JESSIE LEITHEAD  
 ROBERT DONALDSON, et al.

Action—Foreclosure.  
 Circuit Court for the County of  
 Oakland In Chancery.  
 Case No. 1048.

January 16, 1861. Bill of complaint filed. Cause entered on Calendar.

July 3, 1861. Subpoena issued returnable July 23.

July 18, 1861. Defendant Sophronia Bogart, administratrix. Appearance entered and copy bill demanded.

July 26, 1861. Subpoena returned served July 17, on defendant, Sophronia Bogart, administratrix, alias subpoena issued returnable August 10.

July 27, 1861. Subpoena personally served on James Leithead.

August 17, 1861. Alias subpoena personally served on defendant Jessie Leithead.

August 24, 1861. Disclaimer of Sophronia Bogart, administratrix, filed.

November 5, 1861. Appearance of Mitchell A. and Allen Mitchell and Lewis M. and Henry S. Allen entered.

November 12, 1861. Default of James and Jessie Leithead and order pro con.

March 6, 1862. Default of defendants Mitchells and Allens entered. Note of hearing filed by complainants.

November 11, 1862. Stipulation filed.

November 12, 1862. Cause heard and order granted to refer to C C C. Commissioner Wayne County report filed.

November 25, 1862. Note of hearing filed. Stipulation for decree filed. Affidavit of regularity filed. Commissioner's report of account due filed. Decree. Copy decree for Judge to sign.

March 25, 1862. Attend Judge to sign. Attend Court with files. Taxation and filing costs. Enrolling and filing. Copy decree for commissioner on sale. Execution and return.

May 5, 1862. Costs taxed by consent at \$55.46. Praeclipe for enrollment filed. Enrolled.

July 3, 1862. Commissioners report of sale filed.

24.

Same Cause as No. 23.  
 Bill of Complaint.  
 Dated March 18, 1857.

Orators George McMillan and Robert McMillan respectfully show unto the Court that James Leithead became and was justly indebted unto Orators in the sum of \$2500.00 and being so indebted, the said Leithead in order to secure to Orators the payment thereof with interest, did make and execute and deliver to

(over)

Orators his certain promissory note dated at Detroit, March 18, 1857 thereby five years after the date thereof he promised to pay to Orator George McMillan the sum of \$2500.00 with interest at the rate of 10% annually, and that if default should be made in the payment of said interest at any time then that the said principal should become due and payable immediately, for value received.

Orators further show that the said James Leithead and his wife Jessie Leithead on March 18, 1857 in order to secure to Orators the payment of the said sum of money above mentioned, together with the interest thereon, in manner aforesaid, did execute and deliver to Orators a certain Indenture of Mortgage recorded in the office of the Register of Deeds in the County of Oakland in Liber 30 of Mortgages on pages 486, 487 and 488, bearing date the same day and year last aforesaid, and thereby for the consideration of \$2500.00 lawful money of the United States to them in hand paid, the receipt whereof was by the said Indenture of Mortgage duly confessed and acknowledged, the said James and Jessie Leithead the parties of the first part in and to said Indenture of Mortgage, did grant, bargain, sell, release, enfeoff and confirm unto Orator George McMillan the party of the second part in the said Indenture, and to his heirs and assigns forever, all their interest in and to those certain pieces or parcels of land known as Village lots 11 and 26 in the Village of Birmingham, Oakland County, Michigan, according to the Survey and plat thereof by John Mullett for Merrill, Martin, Wells.

Also the S. E. ¼ of Section Number 26 in Township 2 North of Range No. 10 East. Also in 4.16 acres of land lying in the N. E. corner of the N. E. ¼ of Sec. 35 in Township 2 North of Range 10 East in Oakland County, Michigan.

Orators further show that the said note and the said Indenture of Mortgage in this Orators Bill hereinbefore mentioned and set forth, were given by the said Leithead and wife to secure the payment of said sum of \$2500.00 and interest as aforesaid, that no part of or portion of said interest on said money was ever paid and the principal thereupon became due and payable.

Orators further show that on or about March 17, 1857 the said Leithead became indebted to Orators in the sum of \$274.65 and being so indebted the said Leithead in order to secure to Orators the payment thereof with interest did make and deliver to Orators his certain promissory note dated March 17, 1857 whereby one day after date he promised to pay to James L. Lyell Esq. (at his Banking House) or bearer the sum of \$274.65 for value received as by said note now in the possession of Orators ready to be produced and proved as this honorable — shall direct and to which when produced and proved Orators for greater certainty pray leave to refer, will more fully appear.

And Orators further show that the said Leithead in order to secure to Orators the payment of said last mentioned note with the interest thereon and any further indebtedness which might then exist or to be created thereafter in favor of Orator against said James Leithead, his wife Jessie Leithead joining with him therein did on February 18, 1859 execute under their hands and seals and deliver unto Orator Robert McMillan their certain Quit Claim Deed bearing date the same day and year last aforesaid and thereby did for the consideration of \$1000.00 grant, bargain, sell, release, enfeoff and confirm unto Orator the said Robert McMillan and to his heirs and assigns forever all that certain piece or parcel of land situate, lying and being in the Township of Bloomfield in the County of Oakland and State of Michigan, described as follows, part and parcel of the same premises described in said indenture of Mortgage. The S. E. ¼ of Section No. 26 in Township No. 2 North of Range No. 10 East containing 160 acres of land according to the United States Survey thereof be the same more or less. Excepting and reserving therefrom the water power on said premises, viz.: The mill pond, dam, flumes, raceways and tail races as they exist or may be at the highest water mark and reserving the right of ingress and egress in and upon and to and from said dam, pond, raceways, tailraces and flumes and the privilege at all times of taking and taking away from the banks thereof earth and gravel for the purpose of repairing the same. Said Deed recorded in the office of the Register of Deeds for the County of Oakland in Liber 66 of Deeds on page 208 (No. 21).

And Orators further show unto the court that the said Quit Claim Deed was given to secure unto Orators the sum of \$274.00 mentioned in said note and interest as aforesaid and also to secure any further indebtedness which might accrue to them from said Leithead.

And orators further show that afterwards the said Leithead was and is indebted to Orators in the further sum of \$136.97 balance due for goods, wares and merchandise purchased by said Leithead of Orators and which said sum was intended to be and is secured by said deed and orators further show that they, orators, are now and were at the time the said securities were given, partners in trade and that the said notes, mortgages and deed were given as securities for partnership and not individual indebtedness and that there is now due and unpaid on the said notes, deed and said Indenture of mortgage the sum of \$3500.00.

(over)

Orators further show unto the Court and expressly charge that the said mortgaged premises are a slender and scanty security for the payment of the principal and interest moneys so due to Orator as aforesaid and that no proceedings at law have been had for the recovery or collection of the debt or moneys secured to be paid by the said notes, deed and Indenture of Mortgage, or for the recovery or collection of any part thereof, and that the said debt or moneys and no part thereof, have been collected or paid and that they have caused examinations to be made of the Record of Deeds and mortgages in the office of the Register of the County of Oakland where said mortgaged premises are situated, and from which said several examinations it appears and orators expressly charge the fact, that Robert Donaldson, Mitchell A. Mitchell, Lewis M. Allen, Henry S. Allen, Allen Mitchell, Sophronia Bogart, Administratrix of Minard Bogart, deceased have or claim to have rights and interests in the premises described in the said Indenture of Mortgage, or in some part thereof, as subsequent purchasers or incumbrancers or otherwise.

Orators therefore pray that the defendants or some of them may be decreed to pay forthwith to Orators the amount which shall be found to be due to them thereon, and the interest thereon together with Orators reasonable costs and charges in this behalf sustained. And in default thereof, that the defendants herein named, and each of them and all persons claiming or to claim from or under them, or either of them, may be foreclosed and barred of and from all equity or redemption, and claim of, in and to said mortgaged premises and every part and parcel thereof, with the appurtenances, and that all and singular the said mortgaged premises, with the appurtenances, may be sold by the order and decree, and under the direction of this Honorable Court.

25.

GEORGE McMILLAN and  
ROBERT McMILLAN,  
Complainants  
vs.  
JAMES LEITHEAD,  
JESSIE LEITHEAD,  
ROBERT DONALDSON,  
MITCHELL A. MITCHELL,  
LEWIS M. ALLEN,  
HENRY S. ALLEN,  
ALLEN MITCHELL and  
SOPHRONIA BOGERT, Administratrix  
of the estate of Minard Bogert, deceased,  
Defendants.

Decree and Order of Sale.  
Dated March 25, 1862.  
Circuit Court for the County of  
Oakland, In Chancery.  
Case No. 1048.

This cause came on to be heard and was argued by Counsel; and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, viz.:

On reading and filing the Report of Edward P. Harris, the Commissioner of this Court, which report bears date March 18, 1862 and was made in pursuance of an order of this court heretofore made in this cause, referring it to the Commissioner of this Court to compute the amount due to the complainants on the notes and mortgage mentioned and set forth in the bill of complaint, from which it appears that there was due to the said complainants at the date of said report, for said principal and interest the sum of \$4120.75 of which sum \$3750.00 is adjudged to draw interest hereafter at 10% per annum, and the balance with interest at 7% and it is further adjudged that the mortgages held by defendant, Donaldson, are entitled to priority, and are not to be effected by this decree and it is ordered, adjudged and decreed, and this Court, by virtue of the authority therein vested, doth order, adjudge and decree, that the said report, and all things therein contained, do stand ratified and confirmed.

And it is further ordered, adjudged and decreed, that all and singular the said mortgaged premises mentioned in the bill of Complaint in this cause, and herein-after described, or so much thereof as may be sufficient to raise the amount due to the complainants for the principal, interest as aforesaid and costs in this case, be sold at public auction, by or under the direction of the Commissioner of this court, at any time after April 25, 1862; that the said sale be made in the county where the said mortgaged premises or the greater part thereof are situated; that the Commissioner give public notice of the time and place of such sale, according to the course and practice of this court, and that the complainants or any of the parties in this cause may become the purchaser; that the Commissioner execute a deed to the purchaser

(over)

or purchasers of the mortgaged premises on the said sale; and that the Commissioner out of the proceeds of said sale, pay to the complainants or their solicitor the costs in this suit to be taxed, and also the amount so reported to be due as aforesaid, together with legal interest thereon, from the date of said report, or so much thereof as the purchase money of the mortgaged premises will pay of the same; and that the Commissioner take receipt for the amount so paid, and file the same with his report; and that he bring the surplus moneys arising from said sale, if any there be, into court without delay, to abide the further order of this Court. And it is further ordered, adjudged and decreed, that the defendants and all persons claiming or to claim from or under them except said defendant Donaldson be forever barred and foreclosed of and from all equity of redemption, and claim, of, in and to said mortgaged premises, and every part and parcel thereof. And it further ordered that the purchaser or purchasers of said mortgaged premises at such sale, be let into possession thereof; and that any of the parties of this cause, who may be in possession of said premises or any part thereof, and any person who, since the commencement of this suit, has come into possession under them or either of them, deliver possession thereof to such purchaser or purchasers, on production of the said deed for such premises, and a certified copy of the order confirming the report of such sale, after such order has become absolute. The description and particular boundaries of the property authorized to be sold under and by virtue of this decree, so far as the same can be ascertained from the mortgage above referred to or from the bill of complaint in this cause are as follows, viz.: Village lots 11 and 26 in the Village of Birmingham, Oakland County, Michigan, according to the survey and plat thereof made by John Mullett for Merill, Martin and Mills. Also the S. E.  $\frac{1}{4}$  of Section No. 26 in Town 2 North of Range 10 East; Also 4.16 acres of land lying in the N. E. corner of the N. E.  $\frac{1}{4}$  of Section No. 35 in Township 2 North of Range 10 East, in Oakland County, Michigan.

Signed by Circuit Judge.

26.

Same Cause as No. 23.  
Report of Sale.  
Dated June 23, 1862.

Edward P. Harris, Circuit Court Commissioner reports that on June 23, 1862, the day on which said premises were so advertised to be sold as aforesaid, he attended at the time and place fixed for said sale, and exposed said premises for sale, at public auction to the highest bidder, and the said premises were then and there fairly struck off to George McMillan and Robert McMillan the first and second parcels for \$5.00 each; the third for \$2000.00 and the fourth for \$150.00, they being the highest bidders therefor, and that being the highest sum bidden for the same.

He further certifies and reports that he has executed, acknowledged and delivered to said purchaser the usual Deed for said premises and has paid over or disposed of the purchase moneys or proceeds of said sale.

And he further certifies that the monies arising from such sale are insufficient to pay the amount of said decree with the interest and costs and that the amount of such deficiency is \$2147.72.

That the premises so sold and conveyed were described in Bill of Complaint (No. 24).

27.

Same Cause as No. 23.  
Order confirming Report of Sale.  
Dated August 16, 1864.

"Please take notice that on the twenty-third day of June A. D. 1862 the premises described in the Decree in this cause were duly sold by Edward P. Harris, Circuit Court Commissioner for Oakland County and his report bearing date the day last aforesaid of such sale was duly filed with the Register of said Court and a Rule has been entered in this cause that said Report stand confirmed unless cause to the contrary be shown within eight days after serving notice of such sale.

Yours,  
D. Holbrook, solicitor for Complainant."

28.

EDWARD P. HARRIS, Circuit Court Commissioner  
to  
GEORGE McMILLAN and  
ROBERT McMILLAN.

Commissioner's Deed.  
Consideration \$2160.00.  
Dated June 23, 1862.  
Acknowledged June 23, 1862.  
Recorded April 10, 1863.  
Liber 75 of Deeds, page 233.

Whereas at a session of the Circuit Court for the County of Oakland in Chancery sitting at the Court House in the City of Pontiac on the 25th day of March 1862 it was among other things ordered, adjudged and decreed by said Court in a certain cause pending in said court between George McMillan and Robert McMillan, complainants and James Leithead, Jessie Leithead, Robert Donaldson, Mitchell A. Mitchell, Lewis M. Allen, Henry S. Allen, Allen Mitchell and Sophronia Bogard, administratrix of Menard Bogard, deceased, defendants that all and singular the mortgaged premises mentioned and set forth in the pleadings in said cause or so much thereof as may be necessary to satisfy the amount due said complainants be sold by or under the direction of the Circuit Court Commissioner for Oakland County at public auction in the County where the mortgaged premises are situated. The said Circuit Court Commissioner first giving public notice of the time and place of said sale.

And whereas said first party in pursuance of the order and decree of the said court did on June 23, 1862 sell at public auction at the front door of the Court House in Pontiac in the County of Oakland the said mortgaged premises hereinafter particularly described having first given the previous notice of the time and place of said sale as required by the order and decree aforesaid at which sale the premises were sold to said second parties for the sum of \$2160 that being the highest sum bidden for the same and they the highest bidders.

Conveys all the following land and premises to-wit: The S. E.  $\frac{1}{4}$  of Sec. 26 in Town 2 North Range 10 East and other lands. All in Oakland County, Michigan.

29.

GEORGE McMILLAN and  
ISABELLA J. McMILLAN, his wife  
ROBERT McMILLAN and  
AGNES McMILLAN, his wife  
to  
DANIEL STEWART.

Warranty Deed.  
Consideration \$6000.00.  
Dated October 22, 1862.  
Acknowledged October 23, 1862.  
Recorded October 25, 1862.  
Liber 74 of Deeds, page 30.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described as follows, viz: The S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land according to the United States Survey thereof, more or less.

Excepting and reserving therefrom the water power on said premises, viz: Mill Pond, dam, flumes, race-ways, and tail-races, as they were December 10, 1856, or may be at the highest water mark, and reserving a full right of ingress and egress in and upon, to and from said dam, pond, raceways, tail-races and flumes and the privilege at all times of digging and taking away from banks thereof earth and gravel for the purpose of repairing the same.

Being same premises conveyed by Theron A. Flower and wife, December 10, 1856 to *Jesse Leithead*.

Isabella J. McMillan signed and acknowledged Isabella G. McMillan.

30.

DANIEL STEWART  
to  
JANE STEWART.

Warranty Deed.  
Consideration \$1.00 and other valuable considerations.  
Dated January 1, 1881.  
Acknowledged April 20, 1881.  
Recorded April 21, 1881.  
Liber 134 of Deeds, page 488.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described  
(over)

as follows, to-wit: The S. E.  $\frac{1}{4}$  of Sec. 26 in Township 2 North, Range 10 East, containing 160 acres of land, more or less.

Excepting and reserving therefrom water power on said premises, mill pond, dam, race and appurtenances pertaining thereto.

Warrant and Defend the same against all lawful claims whatsoever except two certain mortgages on said premises and now of record in said County of Oakland, Michigan.

31.

JANE STEWART  
to  
DANIEL STEWART.

Warranty Deed.  
Consideration \$10,000.00.  
Dated November 11, 1884.  
Acknowledged November 11, 1884.  
Recorded November 22, 1884.  
Liber 147 of Deeds, page 60.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described as follows, to-wit: S. E.  $\frac{1}{4}$  of Sec. 25, Township 2 North, Range 10 East, containing 160 acres of land according to the United States Survey thereof, be the same more or less.

Excepting and reserving therefrom the water power on said premises, viz: Mill Pond, dam, flumes, race-ways and tail races, as they were December 10, 1856, or may be at the highest water mark, and reserving a full right of ingress and egress in and upon, to and from said dam, pond, race-ways, tail races and flumes, and privilege at all times of digging and taking -way from banks thereof earth and gravel for purpose of repairing same, being the same premises conveyed by Theron A. Flower and wife December 10, 1856 to Jessie Leithead.

Note: See Reference Entry "B."

32.

DANIEL STEWART and  
JANE STEWART, his wife  
to  
GILBERT A. WATKINS.

Warranty Deed.  
Consideration \$6600.00.  
Dated February 25, 1887.  
Acknowledged March 12, 1887.  
Recorded March 14, 1887.  
Liber 148 of Deeds, page 41.

Conveys land in Township of Bloomfield, Oakland County, Michigan, described as follows, to-wit: S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land answering to the United States Survey thereof, be the same more or less.

Excepting and reserving therefrom the water power on said premises, viz.: Mill pond, dam, flumes, raceways, tail races as they were December 10, 1856, or may be at highest water mark, and reserving a full right of ingress and egress in and upon to and from said dam, pond, race-ways, tail races and flumes and the privilege at all times of digging and taking away from the bank thereof earth and gravel for the purpose of repairing same.

Being same premises conveyed by Theron A. Flower and wife December 10, 1856 to Jesse Leethead and other land.

Warrant and Defend excepting a certain mortgage dated July 19, 1880 and recorded in Liber 92 at page 48 Oakland County Records for \$1000.00 given by first parties hereto to one Esther M. Leonard which said mortgage said second party hereby assumes and agrees to pay as a part of the purchase price of the lands herein conveyed.

33.

GILBERT A. WATKINS and  
 PHOEBE C. WATKINS, his wife  
 ALICE W. WOOD,  
 EDITH W. DUNK,  
 ABBIE W. MAJOR, the three children and  
 heirs and only heirs of said Gilbert A.  
 Watkins, Phoebe C. Watkins.  
 to  
 ALBERT E. QUARTON,  
 FRED V. QUARTON.

Warranty Deed.  
 Consideration \$15,000.00.  
 Dated January 22, 1906.  
 Acknowledged January 31, February  
 9, and January 27, 1906.  
 Recorded April 4, 1906.  
 Liber 218 of Deeds, page 211.

Conveys land situate and being in the Township of Bloomfield in the County of Oakland and State of Michigan, and described as follows, to-wit: The S. E. ¼ of Sec. 26 in Township 2 North, Range 10 East containing 160 acres of land be the same more or less, excepting and reserving therefrom the water power on said premises viz.: The mill pond, dam, flumes, race ways and tail races as they were December 10, 1856, or may be at the highest water mark and reserving a full right of ingress and egress in and upon and to and from said dam, pond, race ways, tail races and flumes and a privilege at all times of digging and taking away from the bank thereof earth and gravel for the purpose of repairing the same and other lands.

Gilbert A. Watkins signed by mark.

Abbie W. Major signed Abby W. Major.

Alice W. Wood acknowledged in State of Minnesota, County of Ramsey, before Notary Public. (Notarial seal.)

34.

ALBERT E. QUARTON  
 as to  
 MARY F. QUARTON.

Affidavit.  
 Subscribed and sworn to May 24, 1913.  
 Recorded May 27, 1913.  
 Liber 2 of Miscellaneous Records, page 187.

State of Michigan,  
 County of Oakland—ss.

Albert E. Quarton residing in Oakland County, Michigan, being first by me duly sworn, deposes and says that he was married on September 5, 1905 to Mary F. McKay. That his wife continuously since their marriage, as his wife is known by and signs her name as Florence Quarton, Florence M. Quarton and Mary F. Quarton.

That in the mortgage acknowledged March 29, 1906 and recorded April 7, 1906 in Liber 136, page 628 (No. 43) of Oakland County Register of Deeds Office, between Albert E. Quarton, Florence M. Quarton, his wife, Fred V. Quarton and Thomas Quarton, widower, and Phoebe C. Watkins; and in the mortgage dated May 1, 1909 and recorded March 31, 1910 in Liber 185 page 26 of the Oakland County Register of Deeds office, between Albert E. Quarton and Florence Quarton, his wife, and Phoebe C. Watkins, and in partial release of said mortgage dated August 24, 1910 and recorded in Liber 180 page 157 of the Oakland County Register of Deeds office from Phoebe C. Watkins, to Albert E. Quarton and wife.

And in Deed acknowledged September 7, 1911 and recorded September 9, 1911 in Liber 208 page 116 of the Oakland County Register of Deeds office, between Albert E. Quarton and Mary F. Quarton, his wife, and J. W. Case, Florence M. Quarton, Florence Quarton and Mary F. Quarton, are one and the same person; and that the wife of said deponent is sometimes known as Florence M. Quarton, sometimes Mary F. Quarton and sometimes Florence Quarton.

Further deponent sayeth not.

Albert E. Quarton.

35.

ALBERT E. QUARTON and  
 FLORENCE M. QUARTON, his wife  
 to  
 FRED V. QUARTON.

Quit Claim Deed.  
 Consideration \$1.00 and other good and  
 valuable considerations.

Dated March 19, 1909.  
 Acknowledged March 19, 1909.  
 Recorded May 1, 1909.  
 Liber 229 of Deeds, page 73.

Conveys all those certain pieces or parcels of land situate and being in the Township of Bloomfield in the County of Oakland and State of Michigan and described as follows: S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land more or less.

Excepting and reserving therefrom water power on said premises viz: Mill pond, dam, flumes, race-ways and tail races as they were December 10, 1856 or may be at highest watermark and reserving a full right of ingress and egress in and upon, to and from said dam, pond, race-ways, tail races and flumes and a privilege at all times of digging and taking away, from bank thereof earth and gravel for purpose of repairing same and other lands.

36.

FRED V. QUARTON and  
 EMMA I. QUARTON, his wife  
 to  
 GUY L. WATKINS.

Warranty Deed.  
 Consideration \$1.00 and other valid  
 and valuable considerations.

Dated March 23, 1910.  
 Acknowledged March 23, 1910.  
 Recorded March 24, 1910.  
 Liber 236 of Deeds, page 279.

Conveys all that certain piece or parcel of land situate and being in the Township of Bloomfield, County of Oakland, State of Michigan and described as follows, to-wit: Commencing at the S. E. corner of Section 26, Town 2 North, Range 10 East; Michigan, thence N. along the said Section line 151 rods to an oak tree; thence W. 23  $\frac{2}{3}$  rods to a Maple tree; thence S'ly. along E'ly. boundary of mill pond marked by several oak trees to said Section line; thence E. along Section line 17 rods to place of beginning, containing 20 acres of land, more or less.

37.

GUY L. WATKINS and  
 RAE S. WATKINS, his wife  
 to  
 LUTHER S. TROWBRIDGE Jr.

Warranty Deed.  
 Consideration \$1.00 and other valid  
 and valuable considerations.

Dated December 29, 1910.  
 Acknowledged December 29, 1910.  
 Recorded January 9, 1911.  
 Liber 238 of Deeds, page 627.

Conveys all that certain piece or parcel of land situate and being in the Township of Bloomfield, County of Oakland, State of Michigan and described as follows, to-wit: Commencing at the N. E. corner of the S. E.  $\frac{1}{4}$  of Section 26, Town 2 North, Range 10 East, Michigan; thence S. along E. line of said Section 1184 ft. to N. side of Harmon Street; thence W'ly. along N. side of said Harmon Street 215 ft.; thence N. parallel with said Section line about 1215 ft. to  $\frac{1}{4}$  section line; thence E. along said  $\frac{1}{4}$  Section line about 215 ft. to place of beginning, containing 6 acres of land more or less.

88.

WILLIAMS C. HARRIS and  
 BLANCHE C. HARRIS, his wife  
 MILTON J. WITHEE and  
 MARY L. WITHEE, his wife  
 CHARLES EDWIN JONES and  
 EDITH JONES, his wife  
 DONALD YOUNG, a bachelor.

to  
 LUTHER S. TROWBRIDGE and  
 MABEL H. TROWBRIDGE, his wife.

Agreement.

Dated May 18, 1916.

Acknowledged May 20, 1916.

Recorded June 23, 1916.

Liber 287 of Deeds, page 557.

Whereas, the said parties have or are about to join in platting certain lands partly in said village of Birmingham, and partly in the S. E.  $\frac{1}{4}$  of Sec. 26, Bloomfield Township, Town 2 North, Range 10 East, Oakland County, Michigan, to be known as Greenwood Subdivision of part of Sections 25 and 26, Bloomfield Township, Oakland County, Michigan, whereon the said Harris owns Lots 1 to 28 both inclusive and the said Trowbridge owns lots 29 to 51, both inclusive, and the said Withee and the said Jones own a strip of land about 136 ft. wide extending from Greenwood Avenue to Lakeview Avenue and immediately adjoining said Greenwood Subdivision on the south side of Vinewood Avenue, and the said Young owns a strip of land about 140 ft. wide extending from Harmon Street North to the aforesaid land of the said Withee and the said Jones and immediately adjoining said Greenwood Subdivision on the W. side of Lakeview Avenue, according to the respective lines of said Vinewood and Lakeview avenues as shown on the plat of said Greenwood Subdivision presently to be duly recorded and whereas it will be mutually advantageous to all parties to open a street on the division line between the lands of said Harris and the lands of said Withee and said Jones as an extension of Vinewood Avenue, West to the corporation line of the Village of Birmingham, and to open another street on the West corporation line of said village extending from Oak street South to Harmon Street, and also to establish certain restrictions as to the future use and improvement of all the lands hereinbefore mentioned.

Therefore it is mutually agreed by the said parties, in consideration of the benefits thereby mutually accruing, as follows:

1st. Said Harris individually and said Withee and Jones jointly will each give and dedicate a 30 ft. strip of land along their division line extending from the West line of Greenwood Avenue, to the W. corporation line of said Village of Birmingham so as to extend and open Vinewood Avenue on its present lines and width of 60 ft.

2nd. Said Harris individually, said Withee and Jones jointly, and said Young individually will each give and dedicate a 10 ft. strip of land along the extreme West sides of their respective lands, the full length thereof, as a part of a new street 60 ft. wide, extending from Oak Street S. to Harmon Street, to be known as Lakeview Ave., and will also respectively pay the said Trowbridge for an adjoining and additional 10 ft. strip of his land, pro rata as to their respective frontages, at the rate of 40 cents per running foot on Lakeview Ave., (exclusive of Vinewood Ave.) the said Trowbridge hereby agreeing to give and dedicate the W'ly. 50 ft. of Lakeview Avenue the entire length thereof on condition that the abutting owners on the East (being the other parties mentioned in this paragraph) will pay him for 1/5 part thereof at the rate specified exclusive of the 60 running ft. opposite the W'ly. opening of Vinewood Avenue for which he will make no claim against them.

3rd. Said Harris individually and said Withee and Jones jointly, will respectively pay their proportions of the expense of all improvements required by the Village of Birmingham, as to their respective frontages on Vinewood Avenue in said Greenwood Subdivision.

4th. Said Withee and Jones jointly, and said Trowbridge, Young and Harris, individually, will respectively pay their proportions of the expense of all improvements required by the County Board upon approving the plat of said Greenwood Subdivision as to their respective frontages on Lakeview Avenue in said Greenwood Subdivision.

5th. The lots in said Greenwood Subdivision and the aforesaid lands adjoining, and any and all parts thereof, whenever sold, shall be conveyed by contract or deed containing and imposing on said lots and lands and the respective purchasers thereof, the following restrictions running with the land, to-wit:

Said lots and lands are to be used for a period of 30 years hereafter exclusively for residence purposes and to be improved only by the erection of single dwelling-houses and the ordinary buildings for domestic purposes.

Each dwelling-house shall cost at least \$3,500.00 and shall be built on a lot not less than 50 ft. wide, not less than 30 ft. back from the front street line of such lot.

(over)

Dwelling-houses on lots 7, 8, 21 and 22 of Greenwood Subdivision shall not be built within 20 ft. of the North line of Vinewood Avenue, and no other buildings on said lots shall be erected within 25 ft. of such street line.

No buildings shall be erected within 5 ft. of the side line of any lot, except in case where two lots are to be used for one residence, then the division line between the two lots may be disregarded in this particular.

No garage, barn or other building for domestic purposes shall be erected within 50 ft. of the respective house building lines as specified above.

No old building shall be moved onto any of said lots or lands, nor shall any cement block building be erected thereon, except that cement block may be used for foundations only.

Signed and acknowledged by both parties.

Edith Jones signed as Edith J. Jones.

Donald Young signed as Donald W. Young.

39.

GREENWOOD SUBDIVISION of part of  
Sections 25 and 26, Village of Birmingham  
and Bloomfield Township, Oakland County,  
Michigan.

Plat.

Dated May 22, 1916.

Acknowledged May 22, 1916.

Recorded July 10, 1916.

Liber 15 of Plats, page 1.

MILTON J. WITHEE,  
MARY L. WITHEE, his wife  
WILLIAMS C. HARRIS,  
BLANCHE C. HARRIS, his wife  
DONALD W. YOUNG, a bachelor  
FIRST NATIONAL BANK of Birmingham, a Federal Corporation, by  
Cashier and President, Corporate Seal,  
Mortgagee  
JOHN C. McGRAYNE, signed  
J. C. McGRAYNE,  
LUCY A. McGRAYNE, his wife  
LUTHER S. TROWBRIDGE,  
MABEL H. TROWBRIDGE, his wife  
GEORGE R. FERGUSON, mortgagee  
CHARLES EDWIN JONES,  
EDITH J. JONES, his wife  
Proprietors.

H. L. Russell, surveyor.

Land platted described as follows: The land embraced in the annexed plat of Greenwood Subdivision of part of Sections 25 and 26, Village of Birmingham, and Bloomfield Township, Oakland County, Michigan, is described as follows: Beginning at the point of intersection of the West line of Greenwood Avenue with the East and West quarter line of Section 25, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan; thence S. 459.8 ft., thence S. 88° 54' W. 600.8 feet; thence due S. 725.65 ft.; thence S. 83° 23' W. 226.56 ft.; thence due N. 1220.39 ft. to East and West quarter line of Section 26, Town and Range aforesaid; thence E. along the East and West quarter lines of the two sections aforesaid 825.8 ft. to point of beginning.

Streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Surveyor's certificate attached certifying that the plat hereon delineated is a correct one, and that permanent monuments consisting of 1" x 20" gas pipes have been placed in the ground at all angles in the boundary of the land platted and all intersections of streets or streets and alleys.

Plat approved June 2, 1916, by Kleber P. Rockwell, Judge of Probate, Floyd B. Babcock, County Clerk, Arthur M. Young, County Treasurer.

Plat approved by the township board of the Township of Bloomfield, May 27, 1916.

Plat approved by the Village Board of the Village of Birmingham, Oakland County, Michigan, May 22, 1916.

Plat approved by Deputy Auditor General, July 8, 1916.

County Treasurer's certificate attached certifying that there are no tax liens or titles held by the State or any individual against, and that all taxes on lands above described in the annexed instrument bearing Treasurer's No. 5801, have been paid 5 years prior to the date thereof, according to the records, May 22, 1916.

Plat comprises 51 lots 1 to 51 inclusive.

## REFERENCE ENTRIES.

## A.

CORNELIA J. SMITH,  
Complainant  
vs.  
UNKNOWN HEIRS of  
HEMAND HOLLY et al.,  
Defendants.

Action—Quiet Title.  
Circuit Court for the County of Oak-  
land, in Chancery.

Case No. 6390.

May 23, 1912. Bill of Complaint filed. Cause entered on Calendar. Affidavit for Order publication filed. Order publication filed and entered.  
October 4, 1912. Affidavit of publication filed. Affidavit of non-appearance filed. Affidavit of regularity filed.  
October 4, 1912. Order pro-confesso filed and entered.  
October 10, 1912. Amendment to bill of complaint filed.  
October 16, 1912. Note of issue filed by Complainant.  
December 2, 1912. Decree filed and entered. One copy of Decree Complainant.

## B.

CORNELIA J. SMITH,  
Complainant  
vs.  
HEMAND HOLLY,  
HANFORD HOLLY,  
SULLIVAN R. KELSEY,  
RUFUS HUNTER,  
DANIEL STEWART or their unknown heirs,  
legatees, devisees and assigns,  
Defendants.

Decree.  
Dated December 2, 1912.  
Circuit Court for the County of Oak-  
land, in Chancery.  
Case No. 6390.

Reference is made in said Decree to Deed recorded in Liber 147, page 60, from Jane Stewart to Daniel Stewart (See Deed No. 31). And recites that it is obvious that an error was made in the description of the land conveyed by said deed, and that instead of said deed reciting Southeast  $\frac{1}{4}$  of Section 25, Town 2 North, Range 10 East, same should have recited Southeast  $\frac{1}{4}$  of Section 26, Town 2 North, Range 10 East.

## C.

CORNELIA J. SMITH,  
Complainant  
vs.  
HEMAND HOLLY,  
HANFORD HOLLY,  
SULLIVAN R. KELSEY,  
RUFUS HUNTER and  
DANIEL STEWART, or their unknown  
heirs, legatees, devisees and assigns,  
Defendants.

Certified Copy of Decree.  
Dated December 2, 1912.  
Recorded December 2, 1912.  
Oakland County Register of Deeds Office.  
Liber 255 of Deeds, page 182.

Note: For terms of said Decree, see Entry "B."

## INCUMBRANCES.

1.

HOWLAND MASON  
to  
HENRY WHITING.

Mortgage No. 1.  
Consideration \$240.00.  
Dated March 10, 1831.  
Acknowledged March 10, 1831.  
Recorded December 3, 1832.  
Liber 6 of Deeds, page 286.

Covers land described as in Deed No. 3.

2.

HENRY WHITING  
to  
HOWLAND MASON.

Discharge of Mortgage No. 1.  
Dated June 28, 1833.  
Acknowledged March 3, 1834.  
Recorded June 24, 1853.  
Liber 22 of Mortgages, page 274.

"In consideration of \$277.80 to me paid by John Young, assignee of Howland Mason the within mortgagee the receipt whereof I hereby acknowledge payment and satisfaction of the within Mortgage do hereby release and forever discharge the within Mortgage and all and singular the premises within conveyed to me in Mortgage."

3.

ROSWELL T. MERRILL and  
LUCRETIA MERRILL, his wife  
to  
JOHN A. WELLES.

Mortgage No. 3.  
Consideration \$1.00.  
Dated March 1, 1838.  
Acknowledged March 8, 1838.  
Recorded March 15, 1838.  
Liber 3 of Mortgages, page 345.

Covers the undivided half of that certain parcel of land situated in the Township of Bloomfield, County of Oakland and State of Michigan and designated as follows, to-wit, being the S. E.  $\frac{1}{4}$  of Sec. 26 in Township 2 North Range 10 East and being situate in the Land District of Detroit containing 160 acres of land be the same more or less and other lands.

4.

JOHN A. WELLS  
to  
LUMAN FULLER.

Assignment of Mortgage No. 3.  
Consideration \$6000.00.  
Dated September 1, 1839.  
Acknowledged December 10, 1839.  
Recorded December 10, 1839.  
Liber 5 of Mortgages, page 211.

5.

LUMAN FULLER  
to  
ROSWELL T. MERRILL.

Discharge of Mortgage No. 3.  
Dated August 8, 1844.  
Acknowledged August 8, 1844.  
Recorded September 28, 1844.  
Liber 9 of Mortgages, page 305.

Covers S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, and other land.

6.

In the matter of the Petition of  
**JOSEPH ALLEN and**  
**WM. A. HAGERMAN, executors for Dis-**  
**charge of Mortgage.**

Circuit Court for the County of  
 Oakland.

Case No. 9021.

January 20, 1897. Petition filed. Cause entered on Calendar.  
 January 28, 1897. Petition granted, signed, filed and entered. Copy (certified) made.

7.

Same Cause as No. 6.

Petition.

Subscribed and sworn to January 20, 1897.

Petitioners Joseph Allen and William A. Hagerman, executors of the last will and testament of David Patchett late of said County, deceased, respectfully represent: ~

First: That said David Patchett died on or about the third day of December, 1893 seized and possessed of the East half of the Southeast quarter of Section 10 in Town 2 North, Range 10 East in said County of Oakland saving and reserving from the aforesaid premises 11 acres off the South end thereof.

Second: That petitioners were duly appointed Executors of the last will and testament of said David Patchett by the Probate Court of said County on January 11, 1894 and that they qualified and entered upon their duties as such executors and are now acting in that capacity and as such executors are the owners of said premises.

Third: Petitioners further show that they find of record in the office of the Register of Deeds for said County a Mortgage made by Roswell T. Merrill and Lucretia Merrill his wife, Mortgagors to John A. Wells, Mortgagee, which mortgage was dated March 1, 1838 and was recorded in said Register's office March 15, 1838 in Liber 3 of Mortgages on page 345 (No. 3).

Said mortgage was conditioned for the payment of the sum of \$6000.00 within 10 years with interest payable semi-annually at the rate of 7% according to a certain bond as in and by said mortgage, and the record thereof will more fully appear.

Fourth: And petitioners further show that said mortgage was assigned by said John A. Wells to one Luman Fuller by assignment dated September 1, 1839 and recorded in said Register's office December 10, 1837 in Liber 5 of Mortgages, on page 211 (No. 4).

Fifth: And petitioners further show that more than 15 years have elapsed since the debt secured by said mortgage became due and payable and no suit or proceedings have been commenced to collect the same, that the lands and premises encumbered by said mortgage are wholly situated in said County of Oakland, that petitioners have been acquainted with said premises and all the owners and occupants thereof for more than 15 years and would have known if any payment had been made or asked for or any suit had been commenced to recover any money thereon and petitioners aver that said mortgage has not been presented nor any claim made thereon by any person for more than 15 years last past.

Sixth: Petitioners further show that the present residence or whereabouts of said mortgagee and his assignee aforesaid and of all the parties to said mortgage and assignment are unknown to petitioners and that they have been unable to ascertain the same after diligent search and inquiry.

Seventh: And petitioners further show upon information and belief that the assignee of said mortgage is deceased and that more than 3 months have elapsed since his death and that the names and residences of his legal representatives, if any there are, are unknown to petitioners and that petitioners have been unable to ascertain the same after diligent search and inquiry.

Eighth: Petitioners therefore pray that an order of this Court may be made discharging said mortgage and declaring it fully paid and satisfied.

8.

Same Cause as No. 6.  
 Order Discharging Mortgage.  
 Filed January 28, 1897.

The above entitled matter having been duly brought on to be heard by the Court at the Court House in the City of Pontiac in said County of Oakland on January 28, 1897, Jos. E. Sawyer appearing as Attorney for said petitioners and Sarah Allen and Joseph Allen having been duly examined as witnesses in said matter and the records of the office of the Register of Deeds for said County having been offered in evidence and especially the records of a mortgage made by Roswell T. Merrill and Lucretia Merrill his wife, mortgagors to John A. Wells, mortgagee, dated March 1, 1838 and recorded March 15, 1838 in Liber 3 of Mortgages on page 345 (No. 3). And the record of an assignment of said mortgage by said John A. Wells to Luman Fuller dated September 1, 1839 and recorded in said Register's office December 10, 1839 in Liber 5 of Mortgages on page 211 (No. 4).

And it satisfactorily appearing to the Court by the testimony of said witnesses and by said records that said mortgage was fully due and payable March 1, 1848 and that said mortgage debt has been past due for more than 15 years and that 15 years have elapsed since the last payment was made on such debt and that no suit or proceeding has been commenced to foreclose such mortgage.

Now therefore this Court does hereby find and certify that said mortgage made by Roswell T. Merrill and wife to said John A. Wells and by said John A. Wells assigned to Luman Fuller as aforesaid has been paid and the same is hereby discharged.

Signed by Circuit Judge.

9.

LUMAN FULLER by Circuit Court  
 to  
 ROSWELL T. MERRILL and  
 LUCRETIA MERRILL, his wife.

Certified Copy of Order Discharging  
 Mortgage.

Dated January 28, 1897.

Recorded January 28, 1897.

Oakland County Register of Deeds Office in  
 Liber 138 of Mortgages, page 39.

Certificate of Deputy Clerk of Circuit Court attached with seal.  
 For terms of said Order, see No. 8.

10.

JOHN TOWNSEND  
 vs.  
 ROSWELL T. MERRILL,  
 LUCRETIA MERRILL, his wife  
 JAMES B. SIMONSON,  
 LYDIA SIMONSON, his wife,  
 LUMAN FULLER.

Lis Pendens.  
 Dated February 6, 1844.  
 Filed February 28, 1844.

"To all whom it may concern, take notice that a bill has been filed, and is now pending in the Court of Chancery of the State of Michigan for the 1st Circuit, wherein the above named John Townsend is Complainant and Roswell T. Merrill, Lucretia Merrill, his wife, James B. Simonson and — Simonson, his wife, and Luman Fuller are defendants for the purpose of making partition of certain premises, pieces and parcels of land situate, lying and being in the town of Bloomfield in the County of Oakland and State of Michigan and described as follows: The S. E.  $\frac{1}{4}$  of Section designated as follows, No. 26 in Township 2 North, Range 10 East in the Detroit Land District so-called and other lands.

11.

ROSWELL T. MERRILL and  
LUCRETIA MERRILL, his wife  
to  
GEORGE B. MARTIN.

Mortgage No. 11.  
Consideration \$1.00.  
Dated March 1, 1838.  
Acknowledged March 12, 1838.  
Recorded March 15, 1838.  
Liber 3 of Mortgages, page 342.

Covers land described as in Deed No. 16.  
Payable, \$8,000 secured to be paid by a certain bond or obligation bearing even date with these presents in the penal sum of \$16,000 conditioned for the payment of said sum of \$8,000 in six equal annual installments with interest at 7% per annum to be computed from the date of this mortgage.

See Chancery Deed No. 16.  
Roswell T. Merrill signed R. T. Merrill.

12.

JOHN TOWNSEND  
vs.  
ROSWELL T. MERRILL,  
LUCRETIA MERRILL,  
WM. S. YOUNG,  
JOHN W. HUNTER,  
EUROTUS P. HASTINGS,  
TIBER SWAN, JR.,  
JOHN A. WELLES.

Lis Pendens.  
Dated December 25, 1841.  
Filed February 2, 1842.

To all whom it may concern: Take notice, that a bill has been filed and is now pending in the Court of Chancery of the State of Michigan, between the above named complainant and Defendants for the purpose of foreclosing a Mortgage (No. 11) executed and assigned by the said George B. Martin to the Complainants covering lands described in said mortgage and other lands.

13.

GEORGE B. MARTIN  
to  
JOHN TOWNSEND.

Assignment of Mortgage No. 11.  
Consideration \$7641.66.  
Dated May *Firs*, 1839.  
Acknowledged May 31, 1839.  
Recorded August 10, 1839.  
Liber 5 of Mortgages, page 34.

Acknowledged in State of New York, Albany County, before Judge of County Court.

14.

WILLIAM BROWN,  
THERON A. FLOWER  
to  
JOHN TOWNSEND.

Mortgage No. 14.  
Consideration \$5813.75.  
Dated June 23, 1845.  
Acknowledged July 15, 1845.  
Recorded July 17, 1845.  
Liber 10 of Mortgages, page 144.

Covers land described as in Deed No. 18.

15.

JOHN TOWNSEND  
to  
WILLIAM BROWN,  
THERON A. FLOWER.

Discharge of Mortgage No. 14.  
Dated July 3, 1854.  
Acknowledged July 3, 1854.  
Recorded July 7, 1854.  
Liber 24 of Mortgages, page 609.

Executed in State of New York, City and County of Albany, before Commissioner of Deeds.

16.

THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife  
to  
WILLIAM W. GREENOUGH, in Trust for  
benefit of  
WILLIAM W. GREENOUGH & Co.,  
GASSETT BULLARD & Co.,  
ISAAC DANFORTH and Son,  
NICHOLS PIERCE & Co. of Boston,  
Massachusetts.

Mortgage No. 16.  
Consideration \$4055.32.  
Dated September 6, 1848.  
Acknowledged September 6, 1848.  
Recorded September 7, 1848.  
Liber 14 of Mortgages, page 152.

Covers First parties undivided interest to S. E. ¼ of Sec. 26, Town 2 North, Range 10 East, in the Detroit Land District and other lands.

17.

WILLIAM W. GREENOUGH in Trust  
for benefit of  
MESSRS. WILLIAM W. GREENOUGH & CO.,  
MESSRS. GASSETT BULLARD & Co.,  
MESSRS. ISAAC DANFORTH AND SON,  
MESSRS. NICHOLS PIERCE & CO of  
Boston, Massachusetts,  
to

THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife.

Discharge in part of Mortgage No. 16.  
Consideration \$1.00.  
Dated January 20, 1857.  
Acknowledged January 20, 1857.  
Recorded January 29, 1857.  
Liber 30 of Mortgages, page 247.

Releases all that certain piece or parcel of land described as the equal undivided half part of the S. E. ¼ of Sec. 26 in Township 2 North of Range 10 East in the Township of Bloomfield, County of Oakland and State of Michigan.

Excepting and reserving from this release and discharge the equal undivided interest in the water power situated on the said Sec. 26, viz.: the pond, dam, flumes, race ways and tail races as they now are and exist or may be at high water mark also a full right of ingress and egress in and upon and to and from said mill pond, dam, flumes, race ways and tail races and the privilege at all times of digging and taking away from the banks thereof earth and gravel for the purpose of repairing the same.

Signed W. W. Greenough.

Executed in Commonwealth of Massachusetts, County of Suffolk before Commissioner of Deeds.

19.

THERON A. FLOWER  
to  
WILLIAM BROWN.

Mortgage No. 19.  
Consideration \$1200.00.  
Dated June 14, 1853.  
Acknowledged June 18, 1853.  
Recorded June 18, 1853.  
Liber 22 of Mortgages, page 241.

Covers land described as in Deed No. 19.  
(For Discharge see No. 32.)

20.

WILLIAM BROWN  
to  
AMASA L. CLARK.

Assignment of Mortgage No. 19.  
Consideration \$1200.00.  
Dated December 11, 1854.  
Acknowledged December 11, 1854.  
Recorded December 14, 1854.  
Liber 25 of Mortgages, page 487.

21.

AMASA L. CLARK  
to  
ROBERT DONALDSON.

Assignment of Mortgage No. 19.  
Consideration \$1085.00.  
Dated September 13, 1858.  
Acknowledged September 13, 1858.  
Recorded September 22, 1858.  
Liber 33 of Mortgages, page 456.

Signed A. L. Clark.

22.

THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife  
to  
ISAAC JONES,  
DAVID B. ROGERS.

Mortgage No. 22.  
Consideration \$5000.00.  
Dated October 30, 1854.  
Acknowledged October 30, 1854.  
Recorded October 31, 1854.  
Liber 25 of Mortgages, page 320.

Covers land situate and being in the Township of Bloomfield, County of Oakland, State of Michigan, described as follows, to-wit: S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East.

Excepting undivided half of water power, pond, flume and right to get gravel for the purposes of the dam upon said premises, the water to remain as same now is at highwater mark, and other land.

(For Discharge of mortgage see No. 24.)

23.

THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife  
to  
ISAAC JONES,  
DAVID B. ROGERS.

Mortgage No. 23.  
Consideration \$5000.00.  
Dated September 11, 1855.  
Acknowledged September 11, 1855.  
Recorded September 11, 1855.  
Liber 27 of Mortgages, page 59.

Covers land known and described as follows, to-wit: The S. E.  $\frac{1}{4}$  of Sec. No. 26 in Township 2 North Range 10 East except the undivided half of the water power, pond, flumes, and right to get gravel for the purpose of the dam upon said premises, the water to remain the same as it now is at high water mark, and other land.

24.

ISAAC JONES and  
DAVID B. ROGERS  
to  
THERON A. FLOWER and  
SYLVIA C. FLOWER, his wife.

Discharge of Mortgages No. 22 and No. 23.  
Dated December 18, 1856.  
Acknowledged December 18, 1856.  
Recorded December 31, 1856.  
Liber 30 of Mortgages, page 120.

Executed in State of Pennsylvania, City of Pittsburgh, before Commissioner of Deeds.

David B. Rogers signed D. B. Rogers.

25.

JAMES LEITHEAD and  
 JESSIE LEITHEAD, his wife  
 to  
 THERON A. FLOWER.

Mortgage No. 25.  
 Consideration \$2000.00.  
 Dated December 11, 1856.  
 Acknowledged December 12, 1856.  
 Recorded December 13, 1856.  
 Liber 30 of Mortgages, page 39.

Covers all that certain pieces or parcels of land situate, lying and being in the Township of *Pontiac* in the County of Oakland and State of Michigan and known and described as follows, to-wit: The S. E.  $\frac{1}{4}$  of Sec. 26 in Township 2 North Range 10 East containing 160 acres of land according to the United States Survey thereof be the same more or less.

Excepting and reserving therefrom the water power on said premises, viz.: the mill pond, dam, flumes, race ways and tail races as they now are and exist or may be at the highest water mark and reserving therefrom a full right of ingress and egress in and upon, to and from said dam, pond, race ways, tail races and flumes and the privilege at all times of digging and taking away from the banks thereof earth and gravel for the purpose of repairing the same.

Jessie Leithead signed Mrs. Jesey Leithead.

26.

THERON A. FLOWER  
 to  
 GEORGE McMILLAN,  
 ROBERT McMILLAN.

Assignment of Interest in Mortgage No. 25.  
 Consideration \$134.61.  
 Dated April 10, 1861.  
 Acknowledged April 16, 1861.  
 Recorded August 27, 1878.  
 Liber 72 of Mortgages, page 595.

Assigns all first party's right, title and interest in mortgage recorded in Liber 30, page 39 (No. 25) viz.: Any balance that may be due on a certain note made by James Leethead to T. A. Flower or bearer, for sum of \$470.00 dated December 11, 1856 and due January 5, 1857 and mentioned in said mortgage, upon which note there has been paid and endorsed thereon May 9, 1857, \$389.46; June 20, 1857, \$2.75.

First party also assigns to second parties the balance remaining unpaid upon the Contract secured to be paid in the above named mortgage, to William Woodbridge, January 1, 1857 of that sum there remained unpaid at date above named, \$16.25, upon which interest has accrued since that date as agreed to be paid by said Leethead, so that there should not remain to become due more than \$600.00 upon said bond.

This assignment is not intended to interfere with or in anywise invalidate the security held by said Flower on above described mortgage as relates to a certain claim of \$300.00 held by Minard Bogart against James Leethead, and interest at 10% dated July 23, 1856 and due one year after date.

First party authorizes second party to sue for and collect above named indebtedness in which there is now due \$135.03.

27.

GEORGE McMILLAN and  
 ROBERT McMILLAN  
 to  
 JAMES LEITHEAD and  
 JESSEE LEITHEAD.

Discharge of Mortgage No. 25.  
 Dated July 27, 1877.  
 Acknowledged July 27, 1877.  
 Recorded August 27, 1878.  
 Liber 82 of Mortgages, page 225.

28.

JAMES LEITHEAD and  
 JESSIE LEITHEAD, his wife  
 to  
 GEORGE McMILLAN.

Mortgage No. 28.  
 Consideration \$2500.00.  
 Dated March 18, 1857.  
 Acknowledged March 18, 1857.  
 Recorded March 18, 1857.  
 Liber 30 of Mortgages, page 486.

Covers interest of first parties in S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, and other land.

Payable \$2500 and interest as follows: The said \$2500 to be paid in five years from this day and said interest to be paid at the rate of 10% and payable annually at the expiration of each year but if default be made at any time in the payment of said interest then said principal sum shall be due immediately on such default according to the tenor of a note bearing even date herewith executed by said James Leithead to the said party of the second part as collateral security.

Foreclosed, see Deed No. 28.

BOND

29.

JAMES LEITHEAD and  
 JESSIE LEITHEAD, his wife  
 to  
 ROBERT DONALDSON.

Mortgage No. 29.  
 Consideration \$400.00.  
 Dated February 18, 1857.  
 Acknowledged March 5, 1857.  
 Recorded June 12, 1857.  
 Liber 31 of Mortgages, page 269.

Covers all that certain piece or parcel of land situate in Oakland County, Michigan and described as follows, to-wit: S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East, containing 160 acres of land.

30.

ROBERT DONALDSON,  
 Complainant  
 vs.  
 JAMES LEITHEAD,  
 JESSIE LEITHEAD,  
 GEORGE McMILLAN,  
 ROBERT McMILLAN,  
 SOPHRONIA BOGART, as Administratrix of  
 MINARD BOGART, deceased,  
 THERON A. FLOWER,  
 MITCHELL A. MITCHELL,  
 LEWIS M. ALLEN,  
 HENRY S. ALLEN,  
 ALLEN MITCHELL,  
 Defendants.

Lis Pendens.  
 Dated July —, 1861.  
 Recorded August 12, 1861.  
 Liber "A" of Lis Pendens, page 417.

Recites that a suit has been commenced in the Circuit Court for the County of Oakland in Chancery by the above named complainant against the above named defendants for the purpose of obtaining the foreclosure of a mortgage bearing date of June 14, 1853. Executed by Theron A. Flower to one William Brown and recorded in the Office of the Register of Deeds for the County of Oakland on June 18, 1853 in Book 22 of Mortgages on pages 241, 242 and 243 which mortgage has been assigned to the said Robert Donaldson. Also a mortgage bearing date February 18, 1857, executed by James Leithead and Jessie Leithead to the above named complainant and recorded in the Office of the Register of Deeds for the County of Oakland on June 12, 1857 in Book 31 of Mortgages on pages 269 and 270 and that the mortgaged premises affected by said foreclosure are situate in the County of Oakland and State of Michigan and are described in said mortgages as follows, to-wit: all that certain piece, parcel or tract of land, situate, lying and being in the Town

of Bloomfield in the County of Oakland and State of Michigan known and described as follows, to-wit: the equal undivided half part of the S. E.  $\frac{1}{4}$  of Sec. 26 in Township 2 North of Range 10 East containing 160 acres of land according to the United States Survey thereof be the same more or less and other land.

Excepting from the S. E.  $\frac{1}{4}$  of Sec. 26 aforesaid the undivided half part of the mill pond and dam to be used as a water power for the Birmingham Mill now so-called; said pond and dam together with the outlet from the roll-way and mill race to be and remain in their present limits at high water mark and not to be at any time hereafter increased. Also all that certain piece or parcel of land situate in Oakland County, Michigan, known and described as follows, to-wit: The S. E.  $\frac{1}{4}$  of Sec. 26 in Township 2 North of Range 10 East containing 160 acres of land.

31.

ROBERT DONALDSON

vs.

JAMES LEITHEAD and  
JESSIE LEITHEAD et al.

Action—Foreclosure.

Circuit Court for the County of  
Oakland, In Chancery.

Case No. 1113.

August 12, 1861. Bill of Complaint filed. Cause entered on Calendar. Subpoena issued, returnable August 26, 1861.

August 27, 1861. Appearance of Defendant Sophronia Bogart, Administratrix, entered.

September 12, 1861. Answer and disclaimer of Defendant Bogart filed.

January 1, 1862. Answer of Sundry Defendants filed.

February 6, 1862. Replication filed.

May 26, 1862. Service of subpoena accepted by Defendants Leithead and Leithead.

September 13, 1862. Subpoena returned and filed, with proof of signatures accepting service.

September 13, 1862. Stipulation to take bill pro-confesso on part of Defendant Flower, filed. Affidavit of non appearance etc. of Defendants Leithead and Leithead filed. Order pro confesso and reference as to Defendants Leithead, Leithead and Flower.

September 24, 1862. Commissioners report filed. Affidavit of regularity filed.  
(No further proceedings.)

32.

ROBERT DONALDSON  
toTHERON A. FLOWER,  
JAMES LEITHEAD and his wife.Discharge of Mortgages No. 19 and  
No. 29.

Dated July —, 1864.

Acknowledged July 8, 1864.

Recorded July 11, 1864.

Liber 46 of Mortgages, page 32.

Signed Robert Donalson.

33.

MITCHELL A. MITCHELL  
vs.  
JAMES LEITHEAD.Writ of Fi Fa.  
United States Circuit Court.  
Filed December 1, 1860.

"To whom it may concern: Take notice that by virtue of a writ of Fi Fa issued from the above Court in the above entitled cause and tested on October 31, 1860 to me directed and delivered, I have on November 28, 1860 levied upon all the right, title and interest of the within named defendant of, in and to the following described lands and tenements, the same being and lying in the County of Oakland in said district, to-wit: S. E.  $\frac{1}{4}$  of Section 26, Town 2 North, Range 10 East, containing 160 acres, according to the United States Survey, more or less.

John S. Bagg, U. S. Marshal.

34.

DANIEL STEWART and  
JANE STEWART, his wife  
to  
CHARLES LEONARD.

Mortgage No. 34.  
Consideration \$1000.00.  
Dated July 23, 1877.  
Acknowledged July 23, 1877.  
Recorded July 24, 1877.  
Liber 74 of Mortgages, page 270.

Covers all that certain piece or parcel of land, situate and being in the Township of Bloomfield, County of Oakland and State of Michigan, and described as follows, to-wit: the S. E. ¼ of Section No. 26 in Town 2 North, Range 10 East containing 160 acres of land according to the United States survey thereof be the same more or less, excepting and reserving therefrom the water power on said premises, viz: the mill pond, dam, flumes, race way and tail races as they were December 10, 1856 or may be at the highest water mark and reserving a full right of ingress and egress in and upon and to and from said dam, pond, race ways, tail races and flumes and the privilege at all times of digging and taking away from the banks thereof earth and gravel for the purpose of repairing the same being the same premises conveyed by Theron A. Flower and wife, December 10, 1856, to Jesse Leethed.

35.

Estate of  
CHARLES LEONARD, deceased  
(Died January 12, 1880.)

Administration of Estate.  
Probate Court for the County of  
Oakland.  
Probate Files No. 4105.

January 15, 1880. Petition for appointment of administrator filed. Hearing February 16.

February 16, 1880. Affidavit of publication filed. Hearing called. Mason N. Leonard and Esther M. Leonard appointed administrators and bond of \$40,000 ordered. Bond filed and approved and letters issued. Commissioners on claims appointed and warrant issued.

September 29, 1880. Warrant and report of Commissioners on claims filed. No claims presented.

36.

Inventory.  
Probate Court for the County of Oakland.  
Probate Files No. 4105.

February 16, 1880. Appraisers appointed and warrant issued.

March 13, 1880. Warrant, Inventory and appraisal returned and filed. Listed in inventory is following: "A Mortgage given July 23, 1877 from Daniel Stewart and wife to Charles Leonard for \$1000.00 with accrued interest from July 23, 1879, \$1000.00, 10%, 61.66.

37.

Proceedings in Settlement of Estate.  
Probate Court for the County of Oakland.  
Probate Files No. 4105.

September 2, 1880. Application for examination of final account. Hearing September 30.

September 30, 1880. Affidavit of publication filed. Hearing called, sworn statement filed in lieu of an account. Estate decreed settled. Bond cancelled and administrators discharged.

38.

Estate of  
 CHARLES LEONARD, deceased  
 (Died January 12, 1880.)

Order.  
 Dated September 13, 1880.  
 Probate Court for the County of  
 Oakland.  
 Probate Files No. 4105.

This day having been assigned for hearing the application of Esther M. Leonard and Mason N. Leonard, administrators of said estate for examination and allowance of their final account and the settlement of said estate, hearing was called, said administrators presented into court their sworn statement showing that they had distributed the property of said estate and had paid all debts and expenses in full of all demand and said administrators being the only heirs at law of said deceased and no reason appearing to the court why said sworn statements should not be taken in lieu of an account.

Thereupon it is ordered that said statements be and they hereby are accepted in lieu of an account and it is further ordered that said estate be and hereby is decreed settled, said administrators discharged and their bonds cancelled.

Signed by the Judge of Probate.

39.

ESTHER M. LEONARD and  
 MASON N. LEONARD, Administrators of  
 the Estate of  
 CHARLES LEONARD,  
 Deceased.  
 to  
 ESTHER M. LEONARD.

Assignment of Mortgage No. 34.  
 Consideration \$1060.00.  
 Dated February 26, 1880.  
 Acknowledged February 28, 1880.  
 Recorded February 28, 1880.  
 Liber 90 of Mortgages, page 156.

40.

ESTHER M. LEONARD, Assignee  
 to  
 DANIEL STEWART and  
 JANE STEWART, his wife.

Discharge of Mortgage No. 34.  
 Acknowledged August 24, 1882.  
 Recorded August 24, 1882.  
 Liber 74 of Mortgages, page 270.

Marginal discharge in presence of Register.

41.

DANIEL STEWART and  
 JANE STEWART, his wife  
 to  
 ESTHER M. LEONARD.

Mortgage No. 41.  
 Consideration \$1000.00.  
 Dated July 19, 1880.  
 Acknowledged July 19, 1880.  
 Recorded July 19, 1880.  
 Liber 92 of Mortgages, page 48.

Covers land described as in Deed No. 32.

42.

ESTHER M. LEONARD  
 to  
 DANIEL STEWART and  
 JANE STEWART, his wife.

Discharge of Mortgage No. 41.  
 Dated June 4, 1887.  
 Acknowledged June 4, 1887.  
 Recorded June 9, 1887.  
 Liber 109 of Mortgages, page 262.

43.

ALBERT E. QUARTON and  
 FLORENCE M. QUARTON, his wife  
 FRED V. QUARTON,  
 THOMAS QUARTON, widower  
 to  
 PHOEBE C. WATKINS.

Mortgage No. 43.  
 Consideration \$11,000.00.  
 Dated March 29, 1906.  
 Acknowledged March 29, 1906.  
 Recorded April 7, 1906.  
 Liber 136 of Mortgages, page 628.

Covers land described as in Deed No. 35 and other land.

44.

PHEBE C. WATKINS  
 to  
 THOS. QUARTON,  
 ALBERT E. QUARTON,  
 FLORENCE M. QUARTON —  
 FRED V. QUARTON.

Discharge of Mortgage No. 43.  
 Dated March 25, 1910.  
 Acknowledged March 25, 19—.  
 Recorded March 26, 1910.  
 Liber 186 of Mortgages, page 18.

MATHEWS ABSTRACT COMPANY'S OFFICE.  
 PONTIAC, MICHIGAN, AUGUST 3, 1920 at 7 A. M.

The within entries numbered 2 to 39 inclusive of Deeds and 1 to 44 inclusive of Incumbrances include all the instruments we find of record in the Oakland County Register of Deeds Office, affecting land described in Caption.

*Mathews Abstract Company  
 Byron J. Kelly, Mgr.*

**TAX ABSTRACT OF TITLE**  
**FROM**  
**Mathews Abstract Company's Books**  
**PONTIAC, OAKLAND COUNTY, MICHIGAN**

Description: Lots 29 to 51 inclusive of Greenwood Subdivision, said lots being located on S. E.  $\frac{1}{4}$  of Sec. 26, Town 2 North, Range 10 East.

Taxes for the years 1838 to 1918 inclusive—Paid.

1919—Lots 43, 44, 45, 46 and 47 of Greenwood Subdivision assessed to W. C. Harris returned for \$2.76 each.

State of Michigan,  
County of Oakland—ss.

The foregoing is a correct statement in relation to taxes on the above described land from the year 1838 to the year 1919 inclusive as appears from the records in the Oakland County Treasurer's Office. -

Dated this 3rd day of August, 1920.

*Mathews Abstract Company  
Byron J. Kelly, Mgr.*

E-151528-2

Luther S. Trowbridge  
and Mabel H. Trowbridge,  
his wife

1

To

Philip J. Kent and  
Katherine E. Kent

Warranty Deed  
Consideration \$1. and other  
valuable considerations  
Dated May 3, 1932  
Acknowledged May 2, 1932  
Recorded March 2, 1935  
Liber 993 of Deeds, page 237

Conveys land in Village of Birmingham, Oakland County, Michigan:  
Lot 32 of Greenwood Subdivision of part of the Village of Birmingham,  
included in S.W. $\frac{1}{4}$  of Section 26, Town 2 North, Range 10 East, Oakland  
County, Michigan.

Excepting any and all incumbrances which may have been placed and  
any and all taxes and assessments which may have been levied or  
assessed, on said premises since April 10, 1920.

Mabel H. Trowbridge acknowledged Mable H. Trowbridge.  
No Revenue.

32740

Continuation of foregoing abstract from August 3, 1920, at 7 A. M.  
covering land described as; Lot 32 Greenwood Subdivision of part  
of southeast quarter of section 26, town 2 north, range 10 east,  
Bloomfield Township, Oakland County, Michigan.