

2001 DEC -3 A 9:27

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

MORTGAGE

9/2

JHE

THIS INDENTURE, made November 8, 2001

WITNESSETH that CRANE CONSTRUCTION, INC., with offices located at 101 Appian Way, Suite 104, Brighton, Michigan 48116, hereinafter referred to as the Mortgagor, hereby Mortgages and warrants to MARION TOWNSHIP, a general law township, with offices located at 2877 West Coon Lake Road, Howell, Michigan 48843, hereinafter referred to as Mortgagee, the following described lands and premises situated in the Township of Marion, County of Livingston and State of Michigan, to wit:

Units 1 through and including Unit 13, of MYSTIC MEADOWS SITE CONDOMINIUM, according to the Master Deed thereof recorded in Liber 3175, page 390, Livingston County Records, and designated as Livingston County Condominium Plan No. 239, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in the said Master Deed, as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel No. 05-203-001, 05-203-002, 05-203-003, 05-203-004, 05-203-005, 05-203-006, 05-203-007, 05-203-008, 05-203-009, 05-203-010, 05-203-011, 05-203-012 and 05-203-013

together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging, to secure the repayment of FORTY SEVEN THOUSAND THREE HUNDRED NINETY EIGHT and 00/100 (\$47,398.00) Dollars with interest payable according to the terms of a Water Supply Agreement between Mortgagor and Mortgagee dated November 8, 2001. The Mortgagor further covenants: To make all payments promptly and if any payment remains unpaid for forty-five (45) days after due, the entire indebtedness shall at the option of the Mortgagee become forthwith due; That in case default is made in any payment or covenant, the Mortgagee is authorized to sell the premises at public auction, pursuant to the statute in such case made and provided, and to make and deliver to purchaser a good and sufficient deed, and out of the proceeds to retain all sums due hereon as well as the costs of such sale including actual attorney fees, rendering the surplus, if any, to the Mortgagor. The obligation to make payments of principal and interest to the Township may be assigned by Mortgagor to a Purchaser or Purchasers of a unit(s) and the Mortgagor herein shall be thereby released from its obligation, to the extent assigned to a Purchaser or Purchasers, and assignee shall be then responsible for payment of the balance of principal and interest. The assignment to a third party shall not otherwise affect the unit owners duties owed to the Mortgagee as set forth in this instrument or the described Water Supply Agreement.

If more than one appears as Mortgagor or Mortgagee, or if either be of the feminine sex, or a corporation, the pronouns and relative words used herein

shall be read as written in the plural, feminine or neuter respectively and all covenants shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties.

8th IN WITNESS WHEREOF the Mortgagor has hereunto set its hand and seal this day of November, 2001.

WITNESSETH:

Richard A. Heikkinen  
Richard A. Heikkinen

CRANE CONSTRUCTION, INC.

BY: Stephen Crane  
Stephen Crane  
Its President

Susan Hicks  
Susan Hicks

STATE OF MICHIGAN

ss

COUNTY OF LIVINGSTON

The foregoing Mortgage was acknowledged before me the 8th day of November, 2001, by Crane Construction, Inc., by Stephen Crane, it's president and declared the same to be his free act and deed.

Susan Hicks  
Susan Hicks  
Notary Public  
Livingston County, Michigan  
My commission expires: 10/28/05

DRAFTED BY and RETURN TO:

THE HEIKKINEN LAW FIRM, P.C.  
Richard A. Heikkinen  
110 N. Michigan Ave.  
Howell, MI 48843