# P.A. 327 OF 1968 AFFIDAVIT FILED

Bernard J. Youngblood Wayne County Register of Deeds 2015005353 L: 51947 P: 515 01/06/2015 02:05 PM WD Total Pages: 1 

### WARRANTY DEED

Know all persons by these presents; that T & T Development Company, a Michigan co-partnership (recorded as T and T Development, a Michigan co-partnership) whose address is 11206 Conner, Detroit, Michigan 48213

Conveys and warrants(s) to, LIB Jefferson, LLC, a Michigan limited liability company whose address is 1074 Seyburn, Detroit, Michigan 48214

the following described premises situated in City of Detroit, County of WAYNE, State of MICHIGAN to-wit:

The following describes premise situated in the City of Detroit, County of Wayne and State of Michigan:

East 20 feet of Lot 51, CHARLES BEWICK'S SUBDIVISION, as recorded in Liber 21, Page 39 of plats, Wayne County Records

Commonly known as: 7869 East Jefferson

Detroit, MI 48214

Parcel I.D. Number: 17000046

For the full consideration of See attached Real Estate Transfer Tax Valuation Affidavit Subject to existing building and use restrictions, easements, and zoning ordinances, if any.

Dated: December 11, 2014

T & T Development Company, a Michigan copartnership (recorded as T and T Development, a Michigan co-partnership)

ěph Tringale, as Anthorized Agent

Gary Tringale, as Authorized Agent

The foregoing instrument was acknowledged before me on this 11th day of December, 2014, by Joseph Tringale, as Authorized Agent and Gary Tringale, as Authorized Agent of T & T Development Company, a Michigan co-partnership (recorded as T and T Development, a Michigan co-partnership).

> LISA BUCCERI NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND MY COMMISSION EXPIRES Apr 28, 2018 ACTING IN COUNTY OF Oakla

y Public County, Michigan

Acting in County My Commission Expires:

When recorded return to Instrument drafted without opinion by: LIB Jefferson, LLC, a Michigan limited liability Walter Quillico, ESQ. 28470 W. 13 Mile Rd., STE 325 company 1074 Seyburn Farmington Hills, MI 48334 Detroit, Michigan 48214

28470 W. 13 Mile Rd. Suite 325 Farmington Hills, MI 48334

2015,NOV 25 AM 10: 32

Bernard J. Youngblood Wayne County Register of Deeds

MICHIGAN REAL ESTATE TRANSFER TAX Wayne County Tax Stamp #390052 11/25/2015

Receipt# 15-380081 L: 52598 P: 735 State Tax: \$1125.00 County Tax: \$165.00

### WARRANTY DEED

**Statutory Form** 

The Grantor(s): Atomic Star, LLC, a Michigan limited liability company

whose address is: 8109 E. Jefferson Ave., Detroit, MI 48214-3969

Convey(s) and Warrant(s) to: Possibility 4, LLC, a Michigan limited liability company

whose address is: 8109 E. Jefferson Ave., Detroit, MI 48214-3969

The following described property situated in the City of Detroit, County of Wayne, State of Michigan, to-wit:

East 60 feet of the South 32.20 feet of Lot 5, and the East 60 feet of the North 30 feet of Lot 8, also the South 30 feet of Lot 8, and the North 30 feet of Lot 9, Shipherd's Subdivision, according to the Plat thereof as recorded in Liber 14, Page 61 of Plats, Wayne County Records.

7960 Kercheval St., Detroit, County of Wayne, MI 48214 Tax I.D. No.: Item No. 000119 Ward 17

for the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)

Subject to the existing building and use restrictions, easements of record and zoning ordinances, if any.

Date: November 20, 2015

This is to consider that them are no definition to properly texes owed to our office on this inchanged. No representation is fine to the following the text of this inchanged to any other entities.

No:

No:

No:

No:

Wayne County Treasurer Clerk

1290.00

Signed by:

Atomic Star, LLC, a Michigan limited liability company

Notary Public County, MI

Name: Kelly Kade Its: Authorized Signer

State of Michigan County of Wayne

The foregoing instrument was acknowledged before me this November 20, 2015 by Kelly Kade, Authorized Signer for Atomic Star, LLC, a Michigan limited liability company.

Diana Conte

Notary Public Macorph County, Mi Acting in Waller County

My Commission Expires:

Return To:

Possibility 4, LLC P.O. Box 15096

Detroit, MI 48215-0096

Drafted By: Kelly Kade Atomic Star, LLC P.O. Box 15096

Detroit, MI 48215-0096

Bernard J. Youngblood Wayne County Register of Deeds 2017340561 L: 54024 P: 860 10/25/2017 10:13 AM LC Total Pages: 11

#### CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 19th day of July, 2013

**BETWEEN:** 

Cherl Huff, Single, of 714 Parker Street, Detroit, Michigan 48214

(the "Seller")

OF THE FIRST PART

**AND** 

David Hardin of 8008 Kercheval, Detroit, MI 48214

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Initials

Page 1 of 11

### Sale of Property

1. On the 19th day of July, 2013, the Seller, for and in consideration of the sum of \$75,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:

S. Kercheval E 30 ft of W 60 ft of N 91.72 ft of 65 LYG S and Adj. Kercheval Ave E and Adj. Van Dyke Ave Plat of Sub of Van Dyke Farm, Liber 1 Page 156 Plats, WCR 17/38 30 x 91 Commonly known as 8008 Kercheval Avenue, Property I.D. #17000117 (then "Premises").

This is to certify that there are no delinquent property taxes owen to our others.

this property for five years prior to the date of this Instrument. No representation is made as to the status of any tax liens or tries owed to any other entities.

No:

Not Examined

Date / P 25 17 WAYNE COUNTY TREASURER Clerk

### **Purchase Price**

2. The purchase price (the "Purchase Price") of the Premises is \$75,000.00. The Purchaser agrees to pay \$5,000.00 upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$500.00, due on the 1st of each month, beginning on August 1, 2013 until the Purchase Price is paid in full.

### **Interest Charges**

3. Interest of 8% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

# **Lump Sum Payments**

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

## **Property Taxes and Assessments**

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

#### Insurance

- 6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
- 7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is insured by the Seller for both damage and loss, and the Seller assumes responsibility for any such damage or loss. Any premiums paid by the Seller for the Purchaser's contents insurance are payable to the Seller by the Purchaser within 30 days of the Seller furnishing receipts evidencing such insurance to the Purchaser.
- 8. The Purchaser is hereby advised and understands that the Premises is insured by the Seller for both damage and loss to the structure, mechanical or improvements to the Premises, and the Seller assumes responsibility for any such damage or loss. Any premiums paid by the Seller for the insurance on the Premises are payable to the Seller by the Purchaser within 30 days of the Seller furnishing receipts evidencing such insurance to the Purchaser.
- 9. The Seller will maintain liability insurance on the Premises, and the Seller assumes responsibility for any such damage or loss resulting from the liability of the Purchaser or the Seller. Any premiums paid by the Seller for the insurance on the Premises are payable to the Seller by the Purchaser within 30 days of the Seller furnishing receipts evidencing such insurance to the Purchaser.
- 10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon renewal of such insurance within two weeks of renewal.

#### Purchaser's Default

11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of

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the Notice Period.

- 12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
- 13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
- 14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

### Seller's Right to Reinstate Agreement After Default

- 15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:
  - (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
  - (ii) cure any defaults that have occurred; and
  - (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
- 16. All payments made under the preceding provision must be made in a form acceptable to both parties.

# Assignment or Sale of the Premises

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

#### Deed and Evidence of Title

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

#### **Notices**

19. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

David Hardin of 8008 Kercheval, Detroit, MI 48214.

If to the Seller:

Cherl Huff of 714 Parker Street, Detroit, Michigan 48214.

# Charges for Late Payment

20. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$50.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

## Conveyance or Mortgage by Seller

- 21. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
- 22. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

### Security

23. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

#### Time of the Essence

24. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

# **Attorney Fees**

25. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

### **Entire Agreement**

26. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

#### **Amendments**

27. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

#### Waivers

28. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

# Severability

- 29. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Michigan (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
- 30. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### Interpretation

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

# Joint and Several Liability

32. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

# Heirs and Assigns

33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

#### **Additional Clauses**

34. Purchaser is responsible for all taxes, insurance, assessments and violations.

35. Purchaser MUST provide Seller with acopy of fire insurance, and liability policy with Seller listed as payee.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 19th day of July, 2013.

(Sign)

(Print)

David Hardin (Purchaser)

Page 8 of 11

### SELLER ACKNOWLEDGMENT

STATE OF MICHIGAN COUNTY OF Wayne	
Acknowledged before me in Wayne 2013 by Cherl Huff.	County, Michigan, on 19th day of July,
Marion and Ward	
My commission expires:  SHARRON ANN WARD NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND MY COMMISSION EXPIRES Jul 11, 201 ACTING IN COUNTY OF WAYA	

# PURCHASER ACKNOWLEDGMENT

STATE OF MICHIGAN		
COUNTY OF Wayne		
	i. 1	
Acknowledged before me in	Wayne	County, Michigan, on 19th day of July,
2013 by David Hardin.	0	
Sharion amb	1)010	
Notary Public	<u>Crosseq</u>	
Notary 1 done	SHARRON ANN WARD	
Management	NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND	
	IY COMMISSION EXPIRES Jul 11, 20 ACTING IN COUNTY OF WAY IN	
•	wind in court or way in	

#### **DISCLOSURE REQUIREMENTS**

We recommend that you provide the Purchaser with an Amortization Schedule detailing the payments to be made for the duration of this Agreement.

If the house you are selling was built prior to 1978, the Seller is required to deliver a lead paint disclosure to the Purchaser. If this applies to your sale, please visit http://www.hud.gov/offices/lead/enforcement/disclosure.cfm and print off the lead paint pamphlet and disclosure form.

If you have any questions or concerns regarding what needs to be disclosed, please contact a local attorney.

Drafted by: Cheryl Huff of

Return to: Cheryl Huff of

714 Parker Street, Detroit, MI 48214

714 Parker Street, Detroit, MI 48214

Initials: //// ©2002-2017 JawDepot.com™ Page 11 of 11

2015 JUL 29 PM 1: 265

Bernard J. Youngblood Wayne County Register of Deeds 2015303645

2015303645 L: 52369 P: 145 07/29/2015 01:27 PM QCD Total Pages:



### **QUIT CLAIM DEED**

THE GRANTOR:

RESURGET CINERIBUS LLC, a Michigan

limited liability company,

WHOSE ADDRESS IS:

16 Village Lane, Grosse Pointe, Michigan

48230,

**QUIT CLAIMS** 

TO THE GRANTEE:

8044 KERCHEVAL LLC, a Michigan

limited liability company,

WHOSE ADDRESS IS:

16 Village Lane, Grosse Pointe, Michigan

48230,

the real estate situated in the in the City of Detroit, County of Wayne, and State of Michigan, to wit:

#### Parcel 1:

The East 25 feet of the West 312 feet of the North 91.72 feet of Lot 65 lying South of and adjacent to Kercheval Avenue and East of and adjacent to Van Dyke Avenue, Plat of Subdivision of Van Dyke Farm as recorded in Liber 1 Page 156 of Plats, Wayne County Records

Tax Identification Number: Ward 17, Item 000110

#### Parcel 2:

The East 25 feet of the West 287 feet of the North 91.72 feet of Lot 65 lying South of and adjacent to Kercheval Avenue and East of and adjacent to Van Dyke Avenue, Plat of Subdivision of Van Dyke Farm as recorded in Liber 1 Page 156 of Plats, Wayne County Records

Tax Identification Number: Ward 17, Item 000111

#### Parcel 3:

The East 73 feet of the West 262 feet of the North 91.72 feet of Lot 65 lying South of and adjacent to Kercheval Avenue and East of and adjacent to Van Dyke

#### 2015303645 Page 2 of 3

Avenue, Plat of Subdivision of Van Dyke Farm as recorded in Liber 1 Page 156 of Plats, Wayne County Records

Tax Identification Number: Ward 17, Item 000112

#### Parcel 4:

The East 35 feet of the West 189 feet of the North 91.72 feet of Lot 65 lying South of and adjacent to Kercheval Avenue and East of and adjacent to Van Dyke Avenue, Plat of Subdivision of Van Dyke Farm as recorded in Liber 1 Page 156 of Plats, Wayne County Records

Tax Identification Number: Ward 17, Item 000114

together with all improvements, fixtures, easements, tenements, hereditaments and appurtenances associated with the real estate ("Property").

The Deed is exempt from the real estate transfer taxes under MCL §§ 207.505(a) and §§ 207.526(a) and §§ 207.526 (p)(iv) because the value of the consideration given is less than One Hundred Dollars (\$100.00).

Dated: 7/28 x, 2015	Manh
1	Charles Dabrowski, Member
Dated. 284, 2015	
, , ,	Alex DeCamp, Member
Dated: 7/28th, 2015	L*
	Reimer Priester, Member
Dated: 7/28 , 2015	Mely
	Mark Seppala, Member

# 2015303645 Page 3 of 3

STATE OF MICHIGAN	)
	)ss:
COUNTY OF WAYNE	)

Acknowledged before me in Wayne County, Michigan on July 28, 2015, by Charles Dabrowski, Alex DeCamp, Reimer Priester and Mark Seppala all members of RESURGET CINERIBUS, a Michigan limited liability company.

(Signature of Notary Public)

(Typed or printed name of Notary Public)

ortia towe

State of Michigan, County of

Acting in the County of My commission expires:

PREPARED BY AND RETURN TO:

Charles Dabrowski 10 Witherell St., Apt 2402 Detroit, MI 48230

Telephone: (313) 570-8084

PORTIA M POWELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Aug. 10, 2021
Acting in the County of