

# UNOFFICIAL COPY

RECEIVED BY THE RECORDER OF ST. CLAIR COUNTY, MICHIGAN, ON THE TWENTY-THREE DAY OF NOVEMBER, ONE THOUSAND NINETEEN HUNDRED EIGHTY-THREE, FOR RECORDING, A DEED OF LEADERSHIP, IN WHICH JAMES W. COOPER, JR., AND JAMES W. COOPER, SR., OF THE STATE OF PENNSYLVANIA, ARE CONVEYED TO THE SOUTHERN LEADERSHIP, INC., OF LANSING, MICHIGAN, THE PROPERTY LOCATED IN SECTION 25, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: "LOT 3 IN RESUBDIVISION OF LOT 1187 IN BLOCK 29 IN 3RD DIVISION TO RIVERSTIDE IN SECTION 25, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE STATE OF MICHIGAN." THIS DOCUMENT IS FOR RECORDING PURPOSES ONLY. IT IS NOT A DEED.

RECORDED ON THE TWENTY-THREE DAY OF NOVEMBER, ONE THOUSAND NINETEEN HUNDRED EIGHTY-THREE, BY THE RECORDER OF ST. CLAIR COUNTY, MICHIGAN.

RECORDED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN RECORDING ACT.

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COURT OF COMMON PLEAS  
377 E. KELLOGG BLVD.  
SAUGATUCK,  
MICHIGAN  
(708) 512-4488  
LAW OFFICES  
1-800-222-3366  
ST. CLAIR COUNTY CO.  
REC'D., Suite 100

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TO HAVE AND TO HOLD the said property in fee simple, subject to all the usual and accustomed incidents of such title, and to all taxes, assessments, expenses, debts, claims, liens and demands which may at any time hereafter arise or become due and payable in respect thereof, and to all other rights and incidents of ownership, and to have and hold the same in quiet enjoyment by the grantor and his heirs, executors, administrators, successors, assigns, and personal representatives, and to have and hold the same in fee simple, subject to all the usual and accustomed incidents of such title, and to all taxes, assessments, expenses, debts, claims, liens and demands which may at any time hereafter arise or become due and payable in respect thereof, and to all other rights and incidents of ownership, and to have and hold the same in quiet enjoyment by the grantee and his heirs, executors, administrators, successors, assigns, and personal representatives.

SECTION 25, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: "LOT 3 IN RESUBDIVISION OF LOT 1187 IN BLOCK 29 IN 3RD DIVISION TO RIVERSTIDE IN SECTION 25, TOWNSHIP 39, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE STATE OF MICHIGAN." THIS DOCUMENT IS FOR RECORDING PURPOSES ONLY. IT IS NOT A DEED.

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be available, and may be converted to other formats at the discretion of the Trustee, at the expense of the Trustee.

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11. **DISINHERITANCE AND INTERVAILLE.** In order to make many distributions to the Trustee and/or beneficiaries under the terms of this Agreement, it is necessary that the Trustee be entitled to apply the law of the state or territory where the Trustee resides, and may be permitted to do so by applicable law.

12. **DISINHERITANCE BY TESTAMENTARY POWERS OF ATTORNEY.** The Trustee and beneficiaries shall be entitled to the use of the law of the state or territory where the Trustee resides, and may be permitted to do so by applicable law.

13. **DISINHERITANCE LAW: SEPARABILITY.** The Trustee and beneficiaries shall be entitled to the use of the law of the state or territory where the Trustee resides, and may be permitted to do so by applicable law.

14. **NOTICES.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

15. **CHARGEABLE EXPENSES AND ASSIGNS FOR THE POINT AND SETTLEMENT LIABILITY; CONTINGENTES CAPITONIS.** The Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

16. **DISINHERITANCE NOT RELATIVES: NON-INHERITANCE BY TESTAMENTARY POWERS OF ATTORNEY.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

17. **COMPLETION.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

18. **DISINHERITANCE.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

19. **PROTECTION OF CHILDREN'S INTERESTS.** It is important that the Trustee and beneficiaries, and may be permitted to do so by applicable law.

20. **PRESENTATION AND ATTACHMENT OF PROPERTY; LIENSHIPS; CONTINUING LIABILITY; LIEN DISBURSEMENTS.** The Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

21. **DISINHERITANCE.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

22. **DISINHERITANCE BY TESTAMENTARY POWERS OF ATTORNEY.** The Trustee shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

23. **LIABILITY INSURANCE.** Because it is best to keep the insurance coverage intact and intact, the Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

24. **PRIOR NOTICES AND DATES OF TESTS; CHARTERS; LIENS.** Because it is best to keep the insurance coverage intact and intact, the Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

25. **APPOINTMENT OF PRACTICAL AND INTESTATE.** Because it is best to keep the insurance coverage intact and intact, the Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

26. **COVENANTS.** Because it is best to keep the insurance coverage intact and intact, the Trustee and beneficiaries shall be entitled to receive notices regarding distributions to him/her by the Trustee and beneficiaries, and may be permitted to do so by applicable law.

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between the parties to do this or that. The parties will be entitled to all rights provided by law. In the event of a dispute between the parties and the Proprietary, the Proprietary will be entitled to sue the parties in the court of competent jurisdiction.

27. WARRANTY OF STATUTORY RIGHTS. Both parties shall do their best to effectuate in law such a right that they may have in virtue of the existence of any proprietary rights.

28. TAXES. In the event of the payment of any amount due to either of the parties in respect of any tax, the same may be paid by the party liable.

29. DEFENSES. Any defense which may be available to either party in respect of any claim or demand made by the other party, shall be available to the party making the defense.

30. ACTUAL KNOWLEDGE. For purposes of this clause, actual knowledge means that the party has received information by direct or indirect communication or otherwise, which clearly indicates to him that the party in question has committed a breach of the agreement.

31. TIME OF EXPIRATION. This is at the instance of the Non-Proprietary, and the Non-Proprietary, and the Non-Proprietary.

32. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement shall survive the term of the Agreement and shall be binding upon the parties to the Agreement and their successors in interest.

33. RELEASER FROM NOTICES. Both parties shall be relieved of any notice of default by the other party to the extent that the notice does not affect the performance of this Agreement.

34. RELEASE. Upon payment and discharge of all sums advanced by the Non-Proprietary to the Proprietary, the Non-Proprietary shall have no further claim against the Proprietary.

35. ASSOCIATION OF PARTIES. AMORTIZATION OF INTELLECTUAL PROPERTY. In the event of the death or incapacity of any party to the Agreement, his or her estate or legal representative shall be entitled to receive the sum due under the Agreement.

36. CONFIDENTIAL INFORMATION. Proprietary information shall be treated as confidential and shall not be disclosed to third parties except in accordance with the terms of the Agreement.

37. GOVERNING LAW. The parties agree that the laws of the State of California shall govern the interpretation and application of this Agreement.

38. ACCEPTANCE; INDUCEMENT PRESENTATION. Upon the execution of an Exhibit to the Non-Proprietary, the Non-Proprietary shall be deemed to accept the terms of the Agreement.

39. INDEMNIFICATION. The Non-Proprietary shall indemnify the Proprietary for any loss or damage suffered by the Proprietary in connection with the performance of the obligations of the Non-Proprietary under the Agreement, except to the extent that such loss or damage is caused by the Proprietary's negligence or willful misconduct.

40. TRANSFER OF THE PROPRIETARY. If, during the term of the Agreement, the Non-Proprietary transfers its interest in the business to another person, the Non-Proprietary shall be required to obtain the written consent of the Proprietary.

41. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, agreements, representations and warranties, whether written or oral, between the parties.

42. SEPARATE AGREEMENTS. The parties shall be relieved of any notice of default by the other party to the extent that the notice does not affect the performance of this Agreement.

43. ATTACHMENT; INTEGRITY OF THE CLAUSE. This clause is an integral part of the Agreement.

44. AMENDMENT. Any amendment to this Agreement must be in writing and signed by both parties.

45. GOVERNMENT CONTRACTS. The Non-Proprietary shall not be liable for any claim or liability arising out of the performance of this Agreement under any government contract.

46. GOVERNMENT PROPERTY. The Non-Proprietary shall not be liable for any claim or liability arising out of the performance of this Agreement under any government contract.

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JANE M. CARSON (GENTILE)

THIS INSTRUMENT PREPARED BY

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STATE OF ILLINOIS COUNTY CHAMBER OF COMMERCE

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STATE OF ILLINOIS  
COURT  
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regarding the relative risk factor of the disease; and presented

1. The modernist movement in Latin America had a significant influence on the arts, literature, and philosophy of the period.

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#### **ЗАКЛЮЧЕНИЕ**

THE BOSTONIAN IS AN INDEPENDENT

IN WITNESS WHEREOF, the undersigned has caused this 20th day of March,

Quando o tempo é curto, é preciso priorizar as tarefas mais importantes e urgentes, evitando distrações e focando no que realmente precisa ser feito.

REGISTRATION DATE: OCTOBER 8, 1990 AND KNOWN AS TRUST NUMBER 690130  
AS THE STATE BANK OF UNION, IL, THE STATE BANK OF UNION AS TRUSTEE, OWNERS IN THIS  
TRUST AGREED TO CEASE TO EXIST ON DECEMBER 31, 1990.

**2. THE EXISTENCE OF LITERATION** In our time we have seen the birth of new categories of art, new forms of expression, new genres of literature and drama, new types of music and painting, new forms of architecture and sculpture, all created by the genius of the people, and especially by the genius of the working class.

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## EXCULPATION OF TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagor or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagor's collateral or the lien or security interest on the collateral or the right of Mortgagor as mortgagor or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagor, and no other person or persons, other than Mortgagor's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagor may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagor in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagor in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

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