2008

STATE OF MICHIGAN
IN THE PROBATE COURT FOR THE COUNTY OF OAKLAND

In the matter of the petition of Murray D. Van Wagoner, State Highway Commissioner for the State of Michigan, for condemnation of private property for public highway purposes in Farmington Township, Oakland County, Michigan.

63-25

At a session of said Court held at the Court House in the City of Pontiac in said county on the 6th day of January, A. D. 1938.

PRESENT: HON. JAMES H. LYNCH, Probate Judge.

It appearing to this Court that Murray D. Van Wagoner, State Highway Commissioner of the State of Michigan, on the 4th day filed in this Court a petition praying for the appointment of three Court Commissioners to appraise the damages to be paid as compensation for the taking of an easement for public highway purposes in, over and upon certain private property therein described, and it appearing to the Court that the said Murray D. Van Wagoner, State Highway Commissioner of the State of MICHIGAN, on the 1st day of October A. D. 1937, make and file in his office a written determination of the public highway purposes the highway known as Trunk Line road number US-16 in Farmington township, Oakland County, Michigan, by constructing the necessary grade and drainage structures and surfacing the roadway available with in accordance with a survey thereof and plans and specifications made under the supervision and direction of said State Highway Commissioner, and the necessity for taking an easement for public highway purposes in, over and upon the particular private property herein described, and the damages which in his opinion should be paid as compensation for the taking of said easement in, over and upon each parcel of said property, in accordance with the provisions of Act 215 of Public Act 1925, as amended, and that all proceedings thereafter were in accordance with said Act as amended, that the said petitioner has taken or is about to take possession of the property described in said determination, in, over and upon which it is necessary to acquire an easement for said public highway purposes, that the said petitioner has been unable to agree with the persons interested, as owners or otherwise in any of the said described properties as the damages to be paid as compensation for such taking, that the description of said property and the names of the persons interested therein as owners or otherwise, so far as known, are as set forth in the County of Oakland and those persons mentioned in the attached description as being other counties, or states, are as follows:

PARCEL C-8 Sta. 642+00.9 to 645+30 S.

All that part of the W½ of the NE¼ of Sec. 28, T1N, R9E, Farmington Twp., Oakland Co., Michigan, described as follows: Starting at the intersection of the N&S ¼ line of said Sec. 28 with the center line of Grand River Avenue (US-16) thence S 62 deg. 19' E. 1322.8 ft. to the center line of Grand River Avenue (US-16) to the NW ly corner of "Pickett's Subdivision," thence S 27 deg. 41' W. 1320 ft. along the W ly line of "Pickett's Subdivision," to the SW ly corner of said subdivision, said point being in the N ly line of "Perkins and Cowan's Subdivision," as recorded in Liber 15 of Plats, Page 25; thence W ly along said N ly line of "Perkins and Cowan's Subdivision," to the N&S ¼ line of said Sec. 28, thence Northerly along said N&S ¼ section line (being the center line of Shiawassee Road) to the starting point, which lies N ly of a line 43 ft. S ly of and parallel to the center line of US-16 as now surveyed, excepting therefrom right of way of existing highways. Said parcel contains 0.075 acres of land more or less.

Said center line of US-16 is described as: Beginning at a point which is S 2 deg. 04' W. 202.07 ft. along the N & S ¼ line of said Sec. 28 from the NW corner of Sec. 28, T1N, R9E, Farmington Twp., Oakland County, Michigan; thence S 62 deg. 19' E. 1322.8 ft. to the point of curve of a 4 deg. 00' curve to the right; thence S 85 deg. 19' E. 1322.8 ft. to the point of curve of a 4 deg. 00' curve to the right; thence S 27 deg. 07' E. 1320 ft. to the point of ending.

Interested Parties: Anderson J. Pickett, deceased, or all his unknown heirs, devisees, legatees and assigns. Melvina Pickett, Executrix of Will of Anderson J. Pickett, deceased, 1187 Hancock Ave., Detroit, Michigan.

Charles E. Emory and..... Emory, husband and wife, address unknown, or all their unknown heirs, devisees, legatees and assigns.

Elias Amuney and ..... Amuney, husband and wife, 2528 Elmwood Ave., Detroit, Michigan. Ira Johns and Hazel F. Johns, husband and wife, 1511 Stratmoor Avenue, Detroit, Michigan.

Margaret Matry, survivor of George Matry and Margaret Matry, husband and wife, 2934 Mt. Elliot, Detroit, Michigan.

Subject to tax interests of Auditor General, State of Michigan, Lansing, Michigan.

Parcel No.	Est. Damages	Est. Benefits	Award
C-8	$100.00	None	$100.00
C-10	200.00	None	200.00
C-9	200.00	None	200.00

IT IS ORDERED THAT the 23rd day of February A. D. 1938, at 3:00 o'clock in the afternoon, in the Probate Court Room in the Court House in the City of Pontiac, Oakland County, Michigan, be and hereby is appointed as the time and place for a hearing on said petition and the persons mentioned in the attached descriptions who is or are the persons interested in said above described property as owners or otherwise, that the appearance of said persons mentioned in the attached descriptions, and all other persons interested in said above described premises be entered in the record and cause on or before the date of hearing last above mentioned, in persons, or by their legal representatives.

IT IS FURTHER ORDERED that a copy of this order be published twice within ten days prior to said date of hearing in the Farmington Enterprise, a newspaper published and circulated in said County of Oakland, and that a copy of said order be mailed to the absent or non-resident persons hereinbefore named as being interested as owners or otherwise in the property hereinbefore described, at his last known post office address by registered mail, and a return receipt requested.

IT IS FURTHER ORDERED that a copy of this order be served at least ten days before the said date of hearing upon each of the persons interested in the property hereinbefore described, who are residents of Oakland County, and also upon the person or persons in possession of said property or any part thereof.

JAMES H. LYNCH,
JUDGE OF PROBATE.

STATE OF MICHIGAN, } ss.
COUNTY OF INGHAM }

I, G. DONALD KENNEDY, Deputy State Highway Commissioner of the State of Michigan, do hereby certify that I have compared the foregoing copy with the original of record in the office of the State Highway Commissioner, and that the same is a correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand at the City of Lansing, on January 15, 1938.

G. Donald Kennedy
Deputy State Highway Commissioner of the State of Michigan.

Jan. 20-Jan. 27

1995

ANDERSON, WILCOX, LACY & LAWSON, Attorneys, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE. Default having been made in the conditions of a certain mortgage made RALPH NADELL and ESTHER NADELL, both as his wife and in their own right, to THE CHILDREN'S FUND OF MICHIGAN, a Michigan Corporation, dated December 29th, 1926, and recorded April 6th, 1927, in Liber 809, of Mortgages, on Page 178-84, Oakland County, Michigan, Records, on which mortgage there is claimed to be due at the date hereof, the sum of NINETEEN THOUSAND FIVE HUNDRED SIXTY and 96/100 Dollars, ($19,560.96), and no suit or proceeding at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof:

NOTICE is hereby given that under the power of sale in said mortgage contained, and of the statute of the State of Michigan, the mortgaged premises or sufficient thereof to satisfy said indebtedness, with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, will be sold at public auction to the highest bidder, on Oakland County Court House in the City of Pontiac, Michigan (that being the building wherein the Circuit Court for the County of Oakland is held); said premises being described in said mortgage as: Bloomfield, Oakland County, Michigan, and described as:

All that part of the southeast quarter of Section 24, Town 2 north, Range 10 east, described as follows: Commencing at the intersection of the east and west South Eighth line of said Section and the center line of Telegraph Road, so-called; thence south 89 degrees 39 minutes east along said Eighth line 1322.23 feet; thence south 33 degrees 46 minutes east 511.48 feet; thence south 89 degrees 39 minutes east 64.67 feet to the Section line; thence south 0 degrees 35 minutes west 420.47 feet along said Section line; thence north 89 degrees 37 minutes west 445.51 feet; thence south 2 degrees 40 minutes west 122.23 feet; thence north 89 degrees 40 minutes west 554.44 feet to the center line of Telegraph Road; thence north 35 degrees 1 minute west along the center of said road 952.71 feet; thence north 35 degrees 16 minutes west following the center of said road 507.12 feet to the Eighth line and place of beginning; containing 23 acres more or less; said parcel being bounded on the south by lands deeded by Fred. Mallender and wife to Frank L. Bromley and wife, dated 2, 1912, 250 Deeds, page 17, and by lands deeded by Walter Thompson and wife to said Frank L. Bromley, dated June 14, 1910, 280 Deeds, page 24, together with the hereditaments and appurtenances thereof.

DATED December 9, 1937.

CHILDREN'S FUND OF MICHIGAN,
Mortgagee.

ANDERSON, WILCOX, LACY & LAWSON,
Attorneys for Mortgagee
1928 Buhl Building,
Detroit, Michigan.

Dec. 2-Feb. 24

1999

BYRON E. LAPHAM, Attorney, Farmington State Bank Bldg., Farmington, Michigan

NOTICE OF MORTGAGE FORECLOSURE SALE—A certain mortgage made by Dewitt C. Morrisey, to THE FARMINGTON STATE BANK, a Michigan Banking Corporation, dated January 12, 1937, and recorded in the office of the Register of Deeds, Oakland County, Michigan, on January 18, 1937, in Liber 808 of Mortgages, on page 514 to 516 inclusive, being default, on which mortgage there is claimed to be due this date for principal and interest, Eight hundred eighty eight and 02/100 ($888.02) Dollars, and no proceeding at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof, now or hereafter by virtue of the power of sale contained in said mortgage, and pursuant to the Statutes in such case made and provided, notice is hereby given that on Tuesday, March 22, 1938 at twelve o'clock noon (Eastern Standard Time) said mortgage will be foreclosed by sale at public auction at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan (that being the place of holding Circuit Court in said County) the following described in said mortgage to pay the amount due with interest thereon at six per cent per annum and all costs allowed by law, charges and expenses, including an attorney's fee, and also any sum paid by the mortgagee to protect its interest, which premises are described as follows: Land situated and being all that part of the east half of the west half of northeast quarter of Section 2, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, lying south of southerly limits of Northwestern Highway and described as follows: Commencing at the center line post of said Section 2, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, and running thence in an easterly direction along east and west quarter section line of said Section 2 on a course south 88 degrees 17 minutes 30 seconds east 644.87 feet to an iron pipe at place of beginning; thence northerly along west half of northeast quarter of said Section 2, on a course north 1 degree 26 minutes east 1319.19 feet to an iron pipe in southerly limits of Northwestern Highway; thence easterly along southerly limits of said Northwestern Highway on a course north 73 degrees 18 minutes 30 seconds east 62.06 feet to a point of curve; thence continuing in an easterly direction along southerly limits of said Northwestern Highway on a curve to the right having a radius of 5627.65 feet and central angle of 4 degrees 30 minutes 30 seconds for a distance of 476.26 feet to a point of tangent; thence continuing along southerly limits of said Northwestern Highway in a easterly direction on a course south 77 degrees 49 minutes east 67.82 feet to an iron pipe at the intersection of said southerly limits of said Northwestern Highway and the east and west quarter section line of said Section 2; thence south 88 degrees 17 minutes 30 seconds east 644.87 feet to place of beginning, and containing 5.719 acres of land more or less.

Dated: December 22, 1937.

THE FARMINGTON STATE BANK,
Mortgagee

Byron E. Lapham,
Attorney for Mortgagee,
Farmington State Bank Bldg.,
Farmington, Michigan.

Dec. 23-March 17

2000

BYRON E. LAPHAM, Attorney, Farmington State Bank Bldg., Farmington, Michigan.

NOTICE OF MORTGAGE FORECLOSURE SALE—A certain mortgage made by DeWitt C. Morrisey, and Ethel Morrisey, his wife, to THE FARMINGTON STATE BANK, a Michigan Banking Corporation, of Farmington, Michigan, dated April 4, 1935, and recorded in the office of the Register of Deeds, Oakland County, Michigan, on April 13, 1935, in Liber 809 of Mortgages, on Page 283 to 287 inclusive, in Liber 809 of Mortgages, on which mortgage there is claimed to be due this date for principal and interest, Nine hundred sixty six and 62/100 ($966.62) Dollars, and no proceeding at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof, now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the Statutes in such case made and provided, notice is hereby given that on Tuesday, March 22, 1938 at twelve o'clock noon (Eastern Standard Time) said mortgage will be foreclosed by sale at public auction at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan (that being the place of holding Circuit Court in said County) of the premises described in said mortgage to pay the amount due with interest thereon at six per cent per annum and all costs allowed by law, charges and expenses, including an attorney's fee, and also any sum paid by the mortgagee to protect its interest, which premises are described as follows: Land situated and being all that part of the east half of the west half of northeast quarter of Section 2, Town 1 north, Range 9 East, Farmington Township, Oakland County, Michigan, lying south of southerly limits of Northwestern Highway and described as follows:

Commencing at center quarter post of said Section 2, Town 1 north, Range 9 East, Farmington Township, Oakland County, Michigan, and running thence in an easterly direction along east and west quarter section line of said Section 2 on a course south 88 degrees 17 minutes 30 seconds east 644.87 feet to an iron pipe at place of beginning; thence northerly along westerly limits of said east half of west half of northeast quarter of Section 2, on a course north 1 degree 26 minutes east for a distance of 1319.19 feet to an iron pipe in southerly limits of Northwestern Highway; thence easterly along southerly limits of said Northwestern Highway on a course north 73 degrees 18 minutes 30 seconds east 62.06 feet to a point of curve; thence continuing in an easterly direction along southerly limits of said Northwestern Highway on a curve to the right having a radius of 5627.65 feet and central angle of 4 degrees 30 minutes 30 seconds for a distance of 476.26 feet to a point of tangent; thence continuing along southerly limits of said Northwestern Highway in a easterly direction on a course south 77 degrees 49 minutes east 67.82 feet to an iron pipe at the intersection of said southerly limits of said Northwestern Highway with east and west quarter section line of said Section 2; thence south 88 degrees 17 minutes 30 seconds east 644.87 feet to place of beginning, and containing 5.719 acres of land more or less.

Dated: December 22, 1937.

THE FARMINGTON STATE BANK,
Mortgagee

Byron E. Lapham,
Attorney for Mortgagee,
Farmington State Bank Bldg.,
Farmington, Michigan.

Dec. 23-March 17

1998

GOODLOE H. ROGERS, Attorney, 706 Pontiac Bank Building, Pontiac, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by John Clayton Erb and Leola M. Erb, his wife, to The Peoples State Bank of Pontiac, Michigan, a Michigan Corporation, dated the 16th day of June, A. D. 1926, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 15th day of April A. D. 1926 in Liber 411 of Mortgages, on pages 140 and 141, which mortgage was assigned by the Peoples State Trust and Savings Bank, formerly Peoples State Bank of Pontiac, Pontiac, Michigan by an assignment dated July 15, 1930, which was recorded in the Office of the Register of Deeds, Oakland County, Michigan, on July 19, 1930, in Liber 642 of Mortgages on page 115-6, to The Pontiac Commercial and Savings Bank, a Michigan Banking Corporation, of which bank Hugh A. Robertson is the duly appointed Receiver by the Circuit Court for the County of Oakland, State of Michigan, in Chancery, on July 29, 1931, which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Two Thousand, Two Hundred Thirty-Six and 52/100 ($2,236.52) Dollars, and no money's fee, Thirty-five ($35.00) dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the debt secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that on Saturday, the 26th day of March A. D. 1938, at 12:00 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

The lands, premises and property situated in the Township of Pontiac and State of Michigan, described as follows:

Lots 25, 26, 27 and parts of Lots 19, 20, 21, 23 and 28 of Assessor's Plat, recorded in Liber 27, page 28, Oakland County Records, of the Sugar Hill Mill Property of Section 10, Town 3 North, Range 11 East, Village of Rochester, more particularly described as follows:

Beginning at a point bearing S. 22° 25' E. 1274.4 feet; thence along a curve to the left 28.8 feet, radius of curve 3657.29 feet, long chord bearing S. 0° 10' W. 110 feet; thence S. 89° 19' E. 77.53 feet; thence S. 0° 10' W. 200 feet along the N. line of Woodward Avenue thence along a curve to the right 51.6 feet, radius of curve 3657.29 feet, long chord bearing N. 29° 56' W. 516.62 feet to the place of beginning of said plat; thence E'ly along the centerline of Paint Creek, so-called, 310 feet more or less; thence N. 0° 10' E. 52 feet; thence S. 89° 19' E. 90 feet; thence S. 0° 10' W. 110 feet; thence S. 89° 19' E. 77.53 feet; thence S. 0° 10' W. 445.64 feet; thence N. 86° 07' W. 200 feet along the N. line of Woodward Avenue; thence along a curve to the right 51.6 feet; radius of curve 3657.29 feet, long chord bearing N. 29° 56' W. 516.62 feet to the center of Paint Creek which is the place of beginning.

Together with all the buildings, boilers, furnaces, oil-burners, electrical wiring and machinery and equipment now or hereafter placed in or about the above described premises, together with all the hereditaments and appurtenances thereof.

Dated January 13, 1938.

GRISWOLD FINANCE COMPANY,
Mortgagee.

Yerkes, Goddard & McClintock,
Attorneys for Mortgagee,
Business Address:
500 Fidelity Building,
Detroit, Michigan.

Jan. 13-April 7

1997

MARTIN J. LAVAN, Attorney, Brighton, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by John B. Reed, a single man, to The Unity Lumber & Supply Co., Inc. of South Lyon, Michigan, a Michigan Corporation, dated the 1st day of September, A. D. 1930, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 15th day of September, A. D. 1930, in Liber 658 of Mortgages, on pages 491-4, which said mortgage was further assigned by Mary Burke Reynolds, Executrix of the Estate of C. H. Reynolds, Deceased, to Mary Burke Reynolds, Executrix of the Estate of C. H. Reynolds, by assignment dated October 1, 1930, and recorded in the Office of the Register of Deeds for Oakland County on November 22, A. D. 1937 in Liber 825 of Mortgages on pages 253-4; on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, and taxes and insurance, the sum of NINE HUNDRED SIXTY EIGHT and 20/100 ($968.20) Dollars, and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage, or any part thereof:

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN that on Tuesday the 15th day of MARCH, A. D. 1938, at 12 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

Land situated in the Village of Rochester, Oakland County, State of Michigan, described as follows, to wit:

Lots 17 and 18 of Subdivision of the Lovewell Park Addition of the Village of South Lyon, Oakland County, Michigan, according to the plat thereof recorded in the Office of the Register of Deeds for Oakland County, Michigan, in Liber 25 of Plats, page No. 35 being a part of the west half of the Northeast quarter of section 20, town 1 north, range 7 east, subject to restrictions of record covering lot No. 18.

Together with the hereditaments and appurtenances thereof.

Dated December 16, 1937.

WESLEY W. WISEMAN,
Assignee of Mortgagee.

Martin J. Lavan,
Attorney for Assignee of Mortgagee.
Business Address:
Brighton, Michigan.

Dec. 9-March 3

1986

PELTON & McGEE, Attorneys, Peoples State Bank Bldg., Pontiac, Michigan.

NOTICE OF MORTGAGE SALE

Default having been made (and such default has continued for more than thirty days) in the conditions of a certain mortgage made by Jacob Lake and Emma Louise Lake, his wife, of Pontiac, Michigan, to Pontiac Commercial and Savings Bank, of Pontiac, Michigan, a Corporation organized under the general banking laws of the State of Michigan, dated the 7th day of February, 1928, and recorded in the office of the Register of Deeds for the County of Oakland on the 14th day of February, 1928 in Liber 515 of Mortgages, on pages 235 to 238, of which bank Hugh A. McPherson was appointed Receiver by the Circuit Court for the County of Oakland, State of Michigan, in Chancery, on July 29th, 1931, and said mortgage has been foreclosed under the terms of said mortgage to declare the entire principal and accrued interest thereon due, and the election it does hereby exercise, pursuant to which there is claimed to be due and unpaid on said mortgage at the date of this notice for principal and interest and insurance the sum of two thousand two hundred twenty-two and 52/100 Dollars ($2,221.94) and no suit or proceeding at law or in equity have been had or instituted to recover the debt secured by said mortgage or any part thereof:

NOW, THEREFORE, by virtue of the power of sale contained in said mortgage and pursuant to the Statutes in such case made and provided, NOTICE IS HEREBY GIVEN that on Saturday, April 5, 1938 at two o'clock forenoon, Eastern Standard Time, at the entrance to the Court House (that being the Sagina-waw Street entrance thereof) in the City of Pontiac, County of Oakland, Michigan (that being the place of holding Circuit Court in said County) said mortgage will be foreclosed by a sale at public auction to the highest bidder of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage and any sum or sums which may be paid by the undersigned mortgagee for taxes and/or insurance on said premises, and all other sums paid by the undersigned mortgagee, with interest thereon, pursuant to law and to the terms of said mortgage, and all legal costs, charges and expenses, including an attorney's fee, which premises are described as follows:

That certain piece or parcel of land situated in the Village of Rochester, Oakland County, State of Michigan, more particularly described as:

Lot number Twenty-nine (29) of Woodward Park Subdivision on the East One-half (½) of Northwest Quarter (¼) of Section 23, Town One (1) North, Range Eleven (11) East, according to the recorded plat thereof of Liber 25 of Deeds, page 5.

DATED: January 6, 1938.

HOME OWNERS' LOAN CORPORATION
Mortgagee

SAMUEL J. and HARCOURT S. PATTERSON,
Attorneys for Mortgagee
Business Address:
916 Peoples State Building
Pontiac, Michigan.

Jan. 6-Mar. 31

2002

ARLO A. EMERY, Attorney, 1424-28 Ford Bldg., Detroit, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by F. D. FLEMING & COMPANY, a Michigan Corporation, of Farmington, Oakland County, Michigan, to ELIZABETH M. FLEMING, a married woman, of Farmington, Oakland County, Michigan, dated the 3rd day of January, A. D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 7th day of February, A. D. 1928, in Liber 515 of Mortgages, on page 367-9, which mortgage was by Elizabeth M. Fleming to Robert McC. Hull, by assignment dated January 24, 1928 and recorded in the office of the Register of Deeds for Oakland County on February 14, 1928, in Liber 542 of Mortgages, on page 462; which said mortgage was further assigned by Robert McC. Hull to Company, Administrator (de bonis non with Will annexed) of the estate of Robert McClelland Hull, deceased, to Detroit Trust Company, Executor of the Will of George L. Hull, deceased, by assignment dated August 20, 1936, and recorded in the office of the Register of Deeds for Oakland County on October 23, 1936 in Liber 800 of Mortgages, on page 72; and which mortgage was further assigned by Detroit Trust Company, Executor of the Will of George L. Hull, deceased, to Edwin A. Hull, Emerson C. Hull, Edna M. Rose, Adelaide M. Davidson and Josephine C. Farnsworth, by assignment dated May 20, 1937, and recorded in the office of the Register of Deeds for Oakland County on May 24, 1937, in Liber 814 of Mortgages, on page 99; which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of TWO THOUSAND FOUR HUNDRED SIXTY FOUR and 50/100 Dollars, ($2,464.50), and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage, or any part thereof:

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN, that on TUESDAY, the 22nd day of APRIL, A. D. 1938, at 12:00 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

Lands, premises and property, situated in the City of Farmington, County of Oakland and State of Michigan.

Beginning at a point on the Section line 42 feet west of the southeast corner of Section 28 which point is also the Right-of-Way line of the D. U. R.'s Right-of-Way, thence north along the west line of said Right-of-Way 228 feet to a point 143.3 feet, thence south 228 feet to the section line, thence east along section line 143.3 feet to the place of beginning, except that first party reserves, for the purpose of dedication as a highway, the southerly 15 feet of the above described parcel and any portion of the westerly 25 feet of said above described parcel not already so dedicated.

Dated January 6, 1938.

Edwin A. Hull,
Emerson C. Hull, Edna M. Rose, Adelaide M. Davidson, and Josephine C. Farnsworth
Assignees of Mortgage

ARLO A. EMERY,
Attorney for Assignees
Business Address:
1424-28 Ford Bldg.,
Detroit, Mich.

Jan. 13-April 7

2007

YERKES, GODDARD & McCLINTOCK, Attorneys, 600 Fidelity Building, Detroit, Michigan.

MORTGAGE SALE

DEFAULT having been made in the conditions of a certain mortgage made by STRONACH PAPER COMPANY, a Michigan Corporation, to GRISWOLD FINANCE COMPANY, a Michigan Corporation, dated the 20th day of November, A. D. 1937, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 16th day of December, A. D. 1937, in Liber 820 of Mortgages, on pages 32-7, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Twenty-Five Hundred and 27/100 ($2500.76), and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage, or any part thereof:

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN, that on Monday, the 11th day of April, A. D. 1938, at ten o'clock in the forenoon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with 7 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

The lands, premises and property situated in the County of Oakland and State of Michigan, described as follows:

Lots 26, 27 and parts of Lots 19, 20, 21, 23 and 28 of Assessor's Plat, recorded in Liber 27, page 28, Oakland County Records, of the Sugar Hill Mill Property of Section 10, Town 3 North, Range 11 East, Village of Rochester, more particularly described as follows:

Beginning at a point bearing S. 22° 25' E. 127.4 feet; thence along a curve to the left 28.8 feet, radius of curve 3657.29 feet, long chord bearing S. 25° 39' E. 28.8 feet from the place of beginning of said plat; thence E'ly along the centerline of Paint Creek, so-called, 310 feet more or less; thence N. 0° 10' E. 52 feet; thence S. 89° 19' E. 90 feet; thence S. 0° 10' W. 110 feet; thence S. 89° 19' E. 77.53 feet; thence S. 0° 10' W. 445.64 feet; thence N. 86° 07' W. 200 feet along the N. line of Woodward Avenue; thence along a curve to the right 51.6 feet; radius of curve 3657.29 feet, long chord bearing N. 29° 56' W. 516.62 feet to the center of Paint Creek which is the place of beginning.

Together with all the buildings, boilers, furnaces, oil-burners, electrical wiring and machinery and equipment now or hereafter placed in or about the above described premises, together with all the hereditaments and appurtenances thereof, except that heretofore sold.

Dated January 13, 1938.

GRISWOLD FINANCE COMPANY,
Mortgagee.

Yerkes, Goddard & McClintock,
Attorneys for Mortgagee,
Business Address:
500 Fidelity Building,
Detroit, Michigan.

Jan. 13-April 7

2006

YERKES, GODDARD & McCLINTOCK, Attorneys, 600 Fidelity Building, Detroit, Michigan.

MORTGAGE SALE

DEFAULT having been made in the conditions of a certain mortgage made by STRONACH PAPER COMPANY, a Michigan Corporation, to GRISWOLD FINANCE COMPANY, a Michigan Corporation, dated the 28th day of September, A. D. 1937, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 1st day of October, A. D. 1937, in Liber 821 of Mortgages, on pages 470-6, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Three Thousand Five Hundred Twenty-five and 09/100 Dollars, ($3,525.09), and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage or any part thereof:

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN, that on Monday, the 11th day of April, A. D. 1938, at ten o'clock in the forenoon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

The lands, premises and property situated in the County of Oakland and State of Michigan, described as follows:

Lots 26, 27 and parts of Lots 19, 20, 21, 23 and 28 of Assessor's Plat, recorded in Liber 27, page 28, Oakland County Records, of the Sugar Hill Mill Property of Section 10, Town 3 North, Range 11 East, Village of Rochester, more particularly described as follows:

Beginning at a point bearing S. 22° 25' E. 127.4 feet; thence along a curve to the left 28.8 feet, radius of curve 3657.29 feet, long chord bearing S. 25° 39' E. 28.8 feet from the place of beginning of said plat; thence E'ly along the centerline of Paint Creek, so-called, 310 feet more or less; thence N. 0° 10' E. 52 feet; thence S. 89° 19' E. 90 feet; thence S. 0° 10' W. 110 feet; thence S. 89° 19' E. 77.53 feet; thence S. 0° 10' W. 445.64 feet; thence N. 86° 07' W. 200 feet along the N. line of Woodward Avenue; thence along a curve to the right 51.6 feet; radius of curve 3657.29 feet, long chord bearing N. 29° 56' W. 516.62 feet to the center of Paint Creek which is the place of beginning.

Together with all the buildings, boilers, furnaces, oil-burners, electrical wiring and machinery and equipment now or hereafter placed in or about the above described premises, together with all the hereditaments and appurtenances thereof, except that heretofore sold.

Dated January 13, 1938.

GRISWOLD FINANCE COMPANY,
Mortgagee.

Yerkes, Goddard & McClintock,
Attorneys for Mortgagee,
Business Address:
500 Fidelity Building,
Detroit, Michigan.

Jan. 13-April 7

2004

DAVID E. UTLEY, Attorney, 1014 Peoples State Building, Pontiac, Michigan.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
IN CHANCERY

CHADD M. MELLINGER,
Plaintiff,

—vs— No. D-6293

ADA M. MELLINGER,
Defendant.

At a session of said Court held at the County Building in the City of Pontiac, Oakland County, on January 4, 1938.

PRESENT: HONORABLE H. RUSSEL HOLLAND, Circuit Judge.

It appearing from the affidavit on file that Ada M. Mellinger is not a resident of the County of Oakland, but that her last known address is 1 Amsterdam Hotel, Cleveland, Ohio;

IT IS ORDERED that the said Ada M. Mellinger appear and answer the Bill of Complaint filed in this cause within three (3) months from the date of this order, or said Bill of Complaint will be taken as confessed against her.

IT IS FURTHER ORDERED that a copy of this Order be sent by registered mail to said Defendant at her last known address with return receipt requested, at least twenty (20) days before the time above set forth from appearance, that this Order be published as required by law.

H. RUSSEL HOLLAND,
Circuit Judge.

A TRUE COPY
Lynn D. Allen
County Clerk
By Florence Brown
Deputy.

Jan. 13-Feb. 24