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NET

CERTIFICATION DOES NOT REFLECT
POSSIBLE HOMESTEAD DENIAL.

Lori D. Jarvis Register Of Deeds

Berrien County, Michigan

Rec \$13.00
Remon \$4.00
Tax Crt \$1.00

Recorded

September 25, 2009 01:18:43 PM

Liber 2899 Page 125-126
Receipt # 34263 W DEED#2009025187



Liber 2899 Page 125

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any Individual against the within description and all Taxes on same are paid for five years previous on the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments if any under Act No. 253, Public Acts of 1971, as amended, and any Specific Tax (i.e. Enterprise Zone).

SEP 25 2009

62929

Britt W. Jarvis
Berrien County



WARRANTY DEED

The Grantor, NICKERSON AUTO BODY, INC., a Michigan Corporation, conveys and warrants to **LEI PROPERTIES, LLC**, a Michigan Limited Liability Company, whose address is 2004 S M139 Suite 4, Benton Harbor, Michigan 49022, the following property located in the Township of Benton, Berrien County, Michigan:

Part of the Southeast Quarter of Section 31, Township 4 South, Range 18 West, described as follows: Beginning at the Southeast corner of said Section 31; thence North 89 degrees 20 minutes West, along the South Section line, 410.00 feet; thence North 00 degrees 02 minutes East 478.15 feet; thence West 170.04 feet to the place of beginning of the land herein described, said place of beginning being the Southwest corner of Inter-City Bank property; thence North 332.15 feet to the center of Nickerson Avenue; thence North 73 degrees 48 minutes West 125.46 feet; thence South 181.17 feet; thence West 98.96 feet; thence South 130.21 feet; thence West 125.00 feet to the center of Somerleyton Road; thence South 52.85 feet, more or less, to a point that is due West of the place of beginning; thence East 344.00 feet to the place of beginning.

EXCEPTING THEREFROM Beginning at the Southeast corner of said Section 31; thence West 700.04 feet; thence North 661.21 feet to the place of beginning of the land herein described; thence continuing North 181.17 feet to the centerline of Nickerson Avenue; thence South 73 degrees 48 minutes East, along said centerline, 22.28 feet; thence South 03 degrees 43 minutes 45 seconds West 175.32 feet; thence West 10.00 feet to the place of beginning.

Property ID#: 11-03-0031-0043-16-7

Property Address: 790 Nickerson Avenue, Benton Harbor, Michigan 49022

For the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto.

SUBJECT to easements and restrictions of record, zoning laws and ordinances affecting the premises, and rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, right of way, or highway purposes, and subject to taxes and future installments of special assessments payable hereafter.

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right To Farm Act. The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

NICKERSON AUTO BODY, INC.

Dated this 18th day of September, 2009.

By Mark Vander Bee
Mark Vander Bee, President

First American Title
File # LS2005

RAR

11-03-0031-0043-16-7 05

Berrien County Register of Deeds
Received 9/24/09 Time 3:08 PM

Berrien County Register of Deeds
Received 9/22/09 Time 2:54 PM

Acknowledged before me in Berrien County, Michigan, on September 18, 2009, by Mark Vander Bee, President of Nickerson Auto Body, Inc., a Michigan Corporation, for the Corporation.

Signature: [Handwritten Signature]
Printed Name _____
Commissioned and Acting in Berrien County, Michigan
My Commission Expires: _____

JENNIFER L. BRADFORD
NOTARY PUBLIC
STATE OF MI
COMMISSION
EXPIRES May 24, 2012

JENNIFER L. BRADFORD
NOTARY PUBLIC
STATE OF MI
COMMISSION
EXPIRES May 24, 2012

DRAFTER HAS NOT EXAMINED AND MAKES NO REPRESENTATIONS RESPECTING SURVEY, TITLE TO THE PROPERTY OR THE LAND DIVISION ACT. In preparing this Deed, Klute Miller Johnson, PLC represented the Grantee.

DRAFTED BY:
Mark A. Miller, Klute Miller Johnson PLC
728 Pleasant St., Suite 101, St. Joseph, MI 49085
Tel: (269) 983-1000

RETURN RECORDED DOCUMENT AND
TAX BILLS TO:
Grantee

KL
11
MET

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan

Rec \$40.00
Remon \$4.00
Tax Crt \$0.00



Recorded
September 25, 2009 01:18:43 PM
Liber 2899 Page 127-137
Receipt # 34263 MTGE #2009025188



Liber 2899 Page 127

MORTGAGE

WHEN RECORDED MAIL TO:
CHEMICAL BANK
Loan Service Center
PO Box 100
Bay City, MI 48707-0100

FOR RECORDER'S USE ONLY

THIS MORTGAGE dated September 18, 2009, is made and executed between LEI Properties, LLC, whose address is 2004 M-139 Ste. 4, Benton Harbor, MI 49022 (referred to below as "Grantor") and CHEMICAL BANK, whose address is 823 Riverview Drive, Benton Harbor, MI 49022 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Berrien County, State of Michigan:

Situated in the County of Berrien, Township of Benton, State of Michigan is described as follows: Part of the Southeast Quarter of Section 31, Township 4 South, Range 18 West, described as follows: Beginning at the Southeast corner of said Section 31; thence North 89 degrees 20 minutes West, along the South Section line, 410.00 feet; thence North 00 degrees 02 minutes East 478.15 feet; thence West 170.04 feet to the place of beginning of the land herein described, said place of beginning being the Southwest corner of Inter-City Bank property; thence North 332.15 feet to the center of Nickerson Avenue; thence North 73 degrees 48 minutes West 125.46 feet; thence South 181.17 feet; thence West 98.96 feet; thence South 130.21 feet; thence West 125.00 feet to the center of Somerleyton Road; thence South 52.85 feet, more or less, to point that is due West of the place of beginning; thence East 344.00 feet to the place of beginning. Excepting There from Beginning at the Southeast corner of said Section 31; thence West 700.04 feet; thence North 661.21 feet to the place of beginning of the land herein described; thence continuing North 181.17 feet to the centerline of Nickerson Avenue; thence South 73 degrees 48 minutes East, along said centerline 22.28 feet; thence South 03 degrees 43 minutes 45 seconds West 175.32 feet; thence West 10.00 to the place of beginning.

The Real Property or its address is commonly known as 790 Nickerson Avenue, Benton Harbor, MI 49022. The Real Property tax identification number is 110300310043167.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future

First American Title

File # 452005

Berrien County Register of Deeds
Received 9/22/09 Time 2:54 PM

Berrien County Register of Deeds
Received 9/24/09 Time 3:08 PM

11-03

**MORTGAGE
(Continued)**

Loan No: 80106811-5

Page 9

modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Use of Pronouns. Any term used to designate any of the parties in this Mortgage shall be deemed to include the respective heirs, estate representatives, successors, and assigns of the parties, and all pronouns and relative words used in this Mortgage are intended to apply in the singular, plural, feminine or neuter forms as the context may require, to appropriately refer to the parties designated.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Michigan as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means LEI Properties, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means LEI Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly

**MORTGAGE
(Continued)**

Loan No: 80106811-5

Page 10

secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means CHEMICAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated September 18, 2009, in the original principal amount of \$115,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

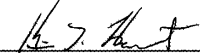
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR COVENANTS AND AGREES TO THE PROVISIONS OF THIS MORTGAGE.

GRANTOR:

LEI PROPERTIES, LLC

By: 

Kevin S. Stewart, Member of LEI Properties, LLC

By: 

Robert L. Porphir, Member of LEI Properties, LLC

This Mortgage was prepared by: Charles W. Bauchat, 1st Vice President
CHEMICAL BANK
823 Riverview Drive
Benton Harbor, MI 49022

Loan No: 80106811-5

MORTGAGE
(Continued)

Page 11

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mi)
) SS
COUNTY OF Berrien)

On this 18th day of September, 202009, before me, the undersigned Notary Public, personally appeared **Kevin S. Stewart, Member of LEI Properties, LLC and Robert L. Porphir, Member of LEI Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By [Signature] My commission expires _____
Notary Public, State of _____, County of _____

Acting in the County of _____

JENNIFER M. BRADFORD
NOTARY PUBLIC, STATE OF MI
COUNTY OF BERRIEN
MY COMMISSION EXPIRES May 24, 201

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan

Rec \$16.00
Remon \$4.00
Tax Crt \$0.00

Recorded

January 19, 2010 11:24:31 AM

Liber 2909 Page 1649-1651
Receipt # 2757 MTGE #2010000995



Liber 2909 Page 1649

MODIFICATION OF MORTGAGE

WHEN RECORDED MAIL TO:

CHEMICAL BANK
Loan Service Center
PO Box 100
Bay City, MI 48707-0100

FOR RECORDER'S USE ONLY

THIS MODIFICATION OF MORTGAGE dated January 11, 2010, is made and executed between LEI Properties, LLC, whose address is 2004 M-139 Ste. 4, Benton Harbor, MI 49022 (referred to below as "Grantor") and **CHEMICAL BANK**, whose address is 823 Riverview Drive, Benton Harbor, MI 49022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2009 (the "Mortgage") which has been recorded in Berrien County, State of Michigan, as follows:

Mortgage Recorded September 25, 2009 Berrien County, Michigan Register of Deeds, Liber 2899 Page 127.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Berrien County, State of Michigan:

Situated in the County of Berrien, Township of Benton, State of Michigan, is described as follows:

Part of the Southeast Quarter of Section 31, Township 4 South, Range 18 West described as follows: Beginning at the Southeast corner of said Section 31; thence North 89 degrees 20 minutes West, along the South Section line, 410.00 feet; thence North 00 degrees 02 minutes East 478.15 feet; thence West 170.04 feet to the place of the beginning of the land herein described, said place of beginning being the Southwest corner of Inter-City Bank property; thence North 332.15 feet to the center of Nickerson Avenue; thence North 73 degrees 48 minutes West 125.46 feet; thence South 181.17 feet; thence West 98.96 feet; thence South 130.21 feet; thence West 125.00 feet to the center of Somerleyton Road; thence South 52.85 feet, more or less, to a point that is due West of the place of the beginning; thence East 344.00 feet to the place of the beginning.

Excepting Therefrom Beginning at the Southeast corner of said Section 31; thence West 700.04 feet; thence North 661.21 feet to the place of the beginning of the land herein described; thence continuing North 181.17 feet to the centerline of Nickerson Avenue; thence South 73 degrees 48 minutes East, along said centerline, 22.28 feet; thence South 03 degrees 43 minutes 45 seconds West 175.32 feet; thence West 10.00 feet to the place of beginning.

Tax Item No. 11-03-0031-0043-16-7

The Real Property or its address is commonly known as 790 Nickerson, Benton Harbor, MI 49022. The Real Property tax identification number is 11-03-0031-0043-16-7.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE MAXIMUM PRINCIPAL AMOUNT UNDER THE CONTRACT, EXCLUDING PROTECTIVE ADVANCES, IS \$173,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 80106916-2

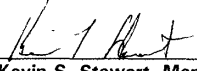
Page 2

performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 11, 2010.

GRANTOR:

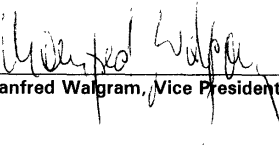
LEI PROPERTIES, LLC

By: 
Kevin S. Stewart, Member of LEI Properties, LLC

By: 
Robert L. Porphir, Member of LEI Properties, LLC

LENDER:

CHEMICAL BANK

X 
Manfred Walgram, Vice President

This Modification of Mortgage was prepared by: Charles W. Bauchat, 1st Vice President
CHEMICAL BANK
823 Riverview Drive
Benton Harbor, MI 49022

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 80106916-2

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

On this 11th day of JANUARY, 20 10, before me, the undersigned Notary Public, personally appeared **Kevin S. Stewart, Member of LEI Properties, LLC and Robert L. Porphir, Member of LEI Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] My commission expires _____

Notary Public, State of _____, County of MANFRED WALGRAM
Notary Public, Berrien County, MI
My Commission Expires Jan 14, 2015

Acting in the County of _____

LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

On this 11th day of JANUARY, 20 10, before me, the undersigned Notary Public, personally appeared **Manfred Walgram** and known to me to be the **Vice President**, authorized agent for **CHEMICAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CHEMICAL BANK**, duly authorized by **CHEMICAL BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **CHEMICAL BANK**.

By [Signature] My commission expires 6-30-2010

Notary Public, State of MICHIGAN, County of BERRIEN

Acting in the County of _____

KC
7
MET

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan

Rec \$28.00
Remon \$4.00
Tax Crt \$0.00

Recorded
September 25, 2009 01:18:43 PM
Liber 2899 Page 138-144
Receipt # 34263 AGN REN#2009025189



Liber 2899 Page 138

ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:

CHEMICAL BANK
Loan Service Center
PO Box 100
Bay City, MI 48707-0100

FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 18, 2009, is made and executed between LEI Properties, LLC, whose address is 2004 M-139 Ste. 4, Benton Harbor, MI 49022 (referred to below as "Grantor") and CHEMICAL BANK, whose address is 823 Riverview Drive, Benton Harbor, MI 49022 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Berrien County, State of Michigan:

Situated in the County of Berrien, Township of Benton, State of Michigan is described as follows: Part of the Southeast Quarter of Section 31, Township 4 South, Range 18 West, described as follows: Beginning at the Southeast corner of said Section 31; thence North 89 degrees 20 minutes West, along the South Section line, 410.00 feet; thence North 00 degrees 02 minutes East 478.15 feet; thence West 170.04 feet to the place of beginning of the land herein described, said place of beginning being the Southwest corner of Inter-City Bank property; thence North 332.15 feet to the center of Nickerson Avenue; thence North 73 degrees 48 minutes West 125.46 feet; thence South 181.17 feet; thence West 98.96 feet; thence South 130.21 feet; thence West 125.00 feet to the center of Somerleyton Road; thence South 52.85 feet, more or less, to point that is due West of the place of beginning; thence East 344.00 feet to the place of beginning. Excepting There from Beginning at the Southeast corner of said Section 31; thence West 700.04 feet; thence North 661.21 feet to the place of beginning of the land herein described; thence continuing North 181.17 feet to the centerline of Nickerson Avenue; thence South 73 degrees 48 minutes East, along said centerline, 22.28 feet; thence South 03 degrees 43 minutes 45 seconds West 175.32 feet; thence West 10.00 to the place of beginning.

The Property or its address is commonly known as 790 Nickerson Avenue, Benton Harbor, MI 49022. The Property tax identification number is 110300310043167.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its

First American Title

File # 452005

Berrien County Register of Deeds
Received 9/24/09 Time 3:08 PM

Berrien County Register of Deeds
Received 9/22/09 Time 2:54 PM

1103

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 80106811-5

Page 5

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Michigan as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means LEI Properties, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means LEI Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 80106811-5

Page 6

a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means CHEMICAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated September 18, 2009, in the original principal amount of \$115,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

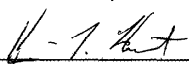
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

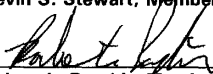
Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 18, 2009.

GRANTOR:

LEI PROPERTIES, LLC

By: 
Kevin S. Stewart, Member of LEI Properties, LLC

By: 
Robert L. Porphir, Member of LEI Properties, LLC

This ASSIGNMENT OF RENTS was prepared by: Charles W. Bauchat, 1st Vice President
CHEMICAL BANK
823 Riverview Drive
Benton Harbor, MI 49022

ASSIGNMENT OF RENTS
(Continued)

Loan No: 80106811-5

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MI)
) SS
COUNTY OF Berrien)

On this 18th day of September, 2009, before me, the undersigned Notary Public, personally appeared **Kevin S. Stewart, Member of LEI Properties, LLC and Robert L. Porphir, Member of LEI Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] My commission expires _____
Notary Public, State of _____, County of _____

Acting in the County of _____

NOTARY PUBLIC
STATE OF MI
COMMISSION EXPIRES 12-31-2012

NICKERSON AUTO BODY INC
790 NICKERSON AVE
BENTON HARBOR, MI 49022

11/23/94
BH 271
11/23/94

111W7583 A33
MISCELLANEOUS \$7.00
111W7583 A33
STATE REMON FEE \$2.00

EASEMENT

For valuable consideration, the undersigned hereby warrant, grant, and convey to Michigan Bell Telephone Company, a Michigan Corporation, 444 Michigan Avenue, Detroit, Michigan, 48226, Grantee, its successors, assigns, lessees, licensees, and agents an easement to construct, reconstruct, maintain, operate, and/or remove underground communication facilities and other related fixtures, equipment, marker posts, and appurtenances which may from time to time be required, with the right of ingress and egress for the purposes of this grant, in, under, upon, over and across property located in the SE 1/4 of Section 31, Township of BENTON, T 4 S, R 18 W, County of BERRIEN, State of Michigan and more fully described as follows:

0031-0043-16-7

FROM SE COR SEC 31, RUN N89D20M W 410 FT, TH N0S02M E 478.15 FT, TH W 170.04 FT TO POB, TH N 332.15 FT, N73D48M W 103.18 FT, TH S3D43M45S W 175.32 FT, TH W 108.96 FT, TH S 130.21 FT, TH W 125 FT, TH S 52.85 FT M/L TO A PT WEST OF BEG TH E 344 FT TO POB

SAID EASEMENT to be located and described as follows: 16.5 feet in width extending in a EASTERLY and WESTERLY direction across said property. The centerline of said easement to be 41.25 feet SWLY of and parallel to the centerline of NICKERSON AVENUE Road as exists.

Michigan Bell Telephone Company hereby agrees to restore in a good and workmanlike manner, all property disturbed by its construction or maintenance activities from the date of execution of this document.

THIS GRANT IS hereby declared to be binding upon the heirs, successors, lessees, licensees, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on Oct. 28, 1994.

WITNESSES:

Sign: William D. Rahn
Print: William D. RAHN

Sign: Michael C Wagner
Print: MICHAEL C WAGNER

NICKERSON AUTO BODY INC

GRANTORS:

Sign: Mark VanderBee
Print: Mark VanderBee
385-2604816

Soc. Sec. or Corp Tax I.D. #

Sign: Sue VanderBee
Print: Sue VanderBee

STATE OF MICHIGAN
COUNTY OF BERRIEN

The foregoing instrument was acknowledged before me on October 28 19 94 by the Grantors: Mark VanderBee

Sue VanderBee, A HUSBAND AND WIFE, FOR NICKERSON AUTO

BODY INC.

Notary Public Signature [Signature]
Berrien County, Michigan

My Commission expires: 11/23/96
Notary Public, Berrien County, Michigan
My Commission Expires December 15, 1996

This Document Prepared By
JAMES STODDARD
2919 Millcork Rd
Kalamazoo, MI 49001

RECORDED

LIBER 1668 PAGE 499

Nov 23 1 42 PM '94

DRAFT # WORK ORDER # 245885
AREA 446110 CODE 845C AMT. 117.00

Berrien County
REGISTERED
BERRIEN COUNTY, MICHIGAN

RECORDED

02 AUG 13 AM 11:23

LORI D. JARVIS
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

08/13/02

08/13/02

111#6725 A99
MISCELLANEOUS \$11.00
111#6725 A99
STATE REVENUE FEE \$2.00

AMERITECH EXCLUSIVE EASEMENT

File # 30967

Mark Vanderbea - President
Nickerson Auto Body, Inc.
790 Nickerson Ave.
Benton Harbor, MI 49022

For valuable consideration, \$3,000 receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to MICHIGAN BELL TELEPHONE COMPANY, a/k/a SBC AMERITECH MICHIGAN, a MICHIGAN CORPORATION, 444 Michigan Avenue, Detroit, MI 48226 and its affiliates and licensees, successors and assigns, (collectively "Grantees"), an exclusive easement in, under, over, upon and across the Easement Area, for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to hand holes, manholes, poles, guys, anchors and messenger strand, equipment cabinets, enclosures, support posts or pads, cables, conduits, ducts, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, an access drive, together with the right to have commercial electrical service extended across the Property, and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and Easement Area for the purpose of access to and use of the easement granted herein. The property is located in:

SECTION 31, T4S, R18W, BENTON HARBOR, BERRIEN COUNTY, STATE OF MICHIGAN.

THE PROPERTY IS LEGALLY DESCRIBED AS:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH SECTION LINE 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 170.04 FEET TO THE PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED, SAID PLACE OF BEGINNING BEING THE SOUTHWEST CORNER OF INTER-CITY BANK PROPERTY; THENCE NORTH 332.15 FEET TO THE CENTER OF NICKERSON AVENUE; THENCE NORTH 73 DEGREES 48 MINUTES WEST 125.46 FEET; THENCE SOUTH 181.17 FEET; THENCE WEST 98.96 FEET; THENCE SOUTH 130.21 FEET; THENCE WEST 125.00 FEET TO THE CENTER OF SOMERLEYTON ROAD; THENCE SOUTH 52.85 FEET, MORE OR LESS, TO A POINT THAT IS DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST 344.00 FEET TO THE PLACE OF BEGINNING. 11-03

THE EASEMENT AREA IS LEGALLY DESCRIBED AS:

This easement is for a parcel 20 feet North and South by 30 feet East and West located on the above described property. The exact location will be shown on the attached drawing.

THE GRANTEE shall remove existing telephone pole located on Grantors property upon the completion of installation of buried telephone cable within easement area.

THE GRANTOR represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

THE GRANTOR shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

GRANTEE hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

GRANTEE shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

GRANTEE hereby agrees to limit the size of any telecommunication facilities and equipment to 70" high X 103.25" wide X 50" in depth.

THIS EASEMENT is binding upon and shall inure to the benefits of the heirs, successors, assigns and licensees to the parties hereto.

EXEMPT FROM TRANSFER TAX MCLA 207.505 (F) 207.526 (F)

LIBER 2279
PAGE 1407

ILLEGIBILITY
DUE TO POOR ORIGINAL

RECEIVED AUG 13 2002

IN WITNESS WHEREOF, the undersigned have set their hand and seal on MAY 20, 2002.

WITNESSES:

Sign: Linda Ptacek
Print: Linda Ptacek

Sign: Patricia L. Miller
Print: PATRICIA L. MILLER

STATE OF MICHIGAN, COUNTY OF BERRIEN

The foregoing instrument was acknowledged before me on MAY 20, 2002,

By the Grantors: Nickerson Auto Body, Inc., a Michigan Corporation. Mark Vander Bee - President

Notary Public: Patricia L. Miller Print: PATRICIA L. MILLER
County of: BERRIEN My commission expires: 04-11-06

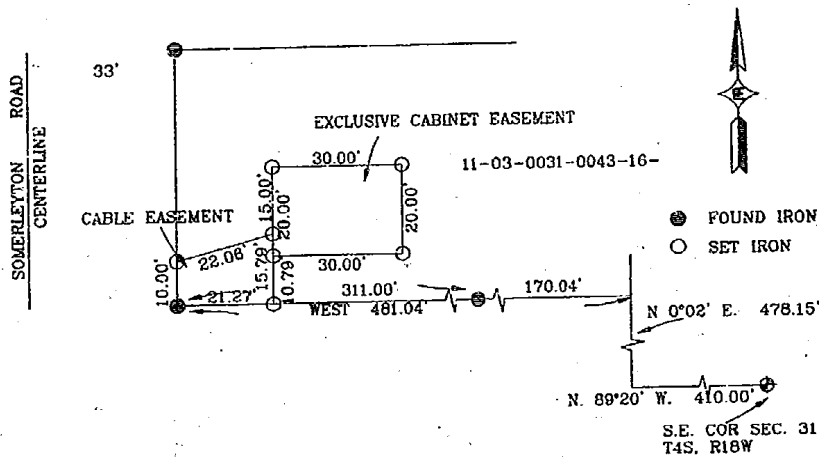
Document drafted by SBC Ameritech Legal Dept, 30 S. Wacker Drive, Chicago, IL 60606. Insertions by Robert Bushart.
Return to: SBC Ameritech 2919 Millcreek Ave., Kalamazoo, MI 49001

PATRICIA L. MILLER
Notary Public, Berrien County, MI
My Commission Expires April 11, 2006

PATRICIA L. MILLER
Notary Public, Berrien County, MI
My Commission Expires April 11, 2006

EASEMENT

SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST,
BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

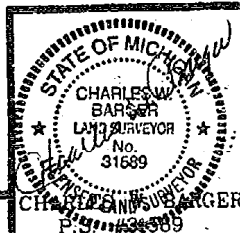


EXCLUSIVE CABINET EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION, 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 481.04 FEET SAID POINT BEING THE EAST RIGHT OF WAY LINE OF SOMERLEYTON ROAD AND THE SOUTH LINE OF NICKERSON AUTO BODY, INC. PROPERTY; THENCE NORTH 10.79 FEET; THENCE EAST 21.27 FEET TO THE PLACE OF BEGINNING OF THIS EASEMENT; THENCE EAST 30.00 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 30.00 FEET; THENCE SOUTH 20.00 FEET TO THE PLACE OF BEGINNING.

CABLE EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION, 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 481.04 FEET TO THE PLACE OF BEGINNING BEING THE EAST RIGHT OF WAY LINE OF SOMERLEYTON ROAD AND THE SOUTH LINE OF NICKERSON AUTO BODY, INC. PROPERTY; THENCE EAST 21.27 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SOMERLEYTON ROAD 15.79 FEET; THENCE SOUTH 74 DEGREES 34 MINUTES 40 SECONDS WEST 22.05 FEET TO THE EAST LINE OF SAID ROAD RIGHT OF WAY; THENCE SOUTH 10.00 FEET TO THE PLACE OF BEGINNING.



FOR: AMERITECH- FILE # 30967

SECTION 31
VILL-
TWP. BENTON
T. 4 S.
R. 18 W.
CO. BERRIEN



COPYRIGHT BY:

BARGER ENGINEERING
INC. MICHIGAN

ST. JOSEPH

DATE	SCALE	DRAWN	CHECKED	PROJ. NO.	SHEET
8/04/02	1"=30'	CWB	MAB	02227	1 OF 1

LIBER 2279
PAGE 1409

RECORDED

02 AUG 13 AM 11:23

08/13/02

111#6725 099
MISCELLANEOUS \$15.00
111#6725
STATE RECON FEE \$2.

LORID J. JARVIS
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

08/13/02

SBC AMERITECH EASEMENT

File # 30967

Mark Vander Bee - President
Nickerson Auto Body, Inc.
790 Nickerson Ave.
Benton Harbor, MI 49022

For valuable consideration, \$500 receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to MICHIGAN BELL TELEPHONE COMPANY, a/k/a SBC AMERITECH MICHIGAN, a MICHIGAN CORPORATION, 444 Michigan Avenue, Detroit, Michigan 48226 and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to cables, conduit, ducts, hand holes, marker posts and signs, appurtenances and facilities, together with the right to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.
SECTION 31, T4S, R18W, BENTON HARBOR, BERRIEN COUNTY, STATE OF MICHIGAN

11-03-0031-0043-16-7

THE PROPERTY IS LEGALLY DESCRIBED AS:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH SECTION LINE 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 170.04 FEET TO THE PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED, SAID PLACE OF BEGINNING BEING THE SOUTHWEST CORNER OF INTER-CITY BANK PROPERTY; THENCE NORTH 332.15 FEET TO THE CENTER OF NICKERSON AVENUE; THENCE NORTH 73 DEGREES 48 MINUTES WEST 125.46 FEET; THENCE SOUTH 181.17 FEET; THENCE WEST 98.96 FEET; THENCE SOUTH 130.21 FEET; THENCE WEST 125.00 FEET TO THE CENTER OF SOMERLEYTON ROAD; THENCE SOUTH 52.85 FEET, MORE OR LESS, TO A POINT THAT IS DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST 344.00 FEET TO THE PLACE OF BEGINNING.

THE EASEMENT AREA IS LEGALLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION, 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 481.04 FEET TO THE PLACE OF BEGINNING BEING THE EAST RIGHT OF WAY LINE OF SOMMERLAYTON ROAD AND THE SOUTH LINE OF NICKERSON AUTO BODY, INC. PROPERTY; THENCE EAST 21.27 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SOMMERLAYTON ROAD 15.79 FEET; THENCE SOUTH 74 DEGREES 34 MINUTES 40 SECONDS WEST 22.06 FEET TO THE EAST LINE OF SAID ROAD RIGHT OF WAY; THENCE SOUTH 10 FEET TO THE PLACE OF BEGINNING.

THE GRANTOR represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

THE GRANTOR shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

GRANTEE hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

GRANTEE shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

THIS EASEMENT is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

EXEMPT FROM TRANSFER TAX MCLA 207.505 (f) 207.526 (f)

IN WITNESS WHEREOF, the undersigned have set their hand and seal on JUNE 24, 2002.

WITNESSES:

Sign: Ruth Morrison
Print: RUTH MORRISON

Sign: Patricia L. Miller
Print: PATRICIA L. MILLER

STATE OF MICHIGAN, COUNTY OF BERRIEN

GRANTORS:

Sign: Mark Vander Bee - President
Print: Mark Vander Bee
38-2604816
Tax I.D. # or Social Security #

Sign: Sue Vander Bee
Print: Sue Vander Bee

The foregoing instrument was acknowledged before me on JUNE 24, 2002,

by the Grantors: Nickerson Auto Body, Inc., a Michigan Corporation. Mark Vander Bee, President

Notary Public: Patricia L. Miller Print: PATRICIA L. MILLER

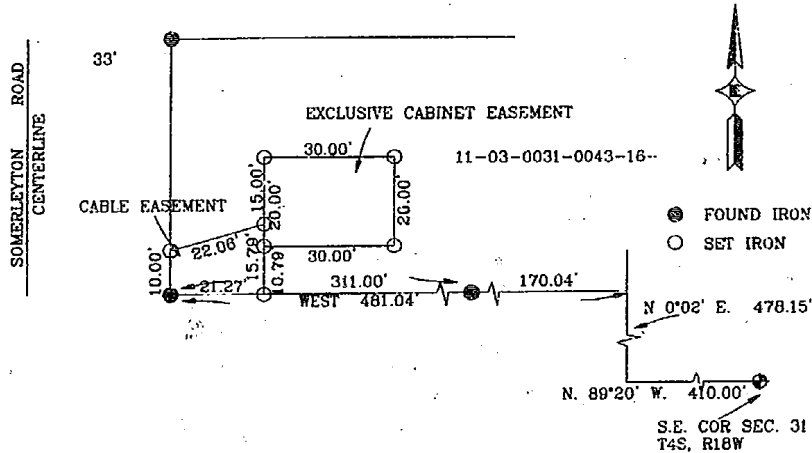
County of: BERRIEN My Commission Expires: 04-11-06

Document drafted Ameritech Legal Dept., 30 S. Wacker Drive, Chicago, IL. 60606. Insertions by Robert J. Bushart.
Return to: Ameritech, R/W Dept, Robert J. Bushart, 2919 Millcork Ave., Kalamazoo, MI. 49001.

PATRICIA L. MILLER
Notary Public, Berrien County, MI
My Commission Expires April 11, 2006

EASEMENT

SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST,
BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

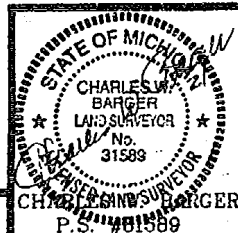


EXCLUSIVE CABINET EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION, 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 481.04 FEET SAID POINT BEING THE EAST RIGHT OF WAY LINE OF SOMERLEYTON ROAD AND THE SOUTH LINE OF NICKERSON AUTO BODY, INC. PROPERTY; THENCE NORTH 10.79 FEET; THENCE EAST 21.27 FEET TO THE PLACE OF BEGINNING OF THIS EASEMENT; THENCE EAST 30.00 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 30.00 FEET; THENCE SOUTH 20.00 FEET TO THE PLACE OF BEGINNING.

CABLE EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION, 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 481.04 FEET TO THE PLACE OF BEGINNING BEING THE EAST RIGHT OF WAY LINE OF SOMERLEYTON ROAD AND THE SOUTH LINE OF NICKERSON AUTO BODY, INC. PROPERTY; THENCE EAST 21.27 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SOMERLEYTON ROAD 15.79 FEET; THENCE SOUTH 74 DEGREES 34 MINUTES 40 SECONDS WEST 22.08 FEET TO THE EAST LINE OF SAID ROAD RIGHT OF WAY; THENCE SOUTH 10.00 FEET TO THE PLACE OF BEGINNING.



FOR: AMERITECH- FILE # 30967

CHARLES W. BARGER
P.S. #01589

SECTION 31
VILL-
TWP. BENTON
T. 4 S.
R. 18 W.
CO. BERRIEN

COPYRIGHT BY:



BARGER ENGINEERING
INC. MICHIGAN

ST. JOSEPH

DATE	SCALE	DRAWN	CHECKED	PROJ. NO.	SHEET
6/04/02	1"=30'	CWB	MAB	02227	1 OF 1

LIBER 2279

DRIVEWAY USE AGREEMENT

This agreement will permit SBC Ameritech Michigan Telephone Company the following rights:

Ingress and egress via the driveway entrance to 790 Nickerson Ave., Benton Harbor, Michigan to access an SBC Ameritech equipment cabinet on the property described on Attachment "A".

This agreement is binding upon and shall inure to the benefit of the heirs, successors, assigns and licensees to the parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hand and seal on June 24, 2002.

WITNESSES:

Ruth Morrison
Patricia L. Miller

GRANTORS:

Mark J. Bee
Shirley Bee

STATE OF MICHIGAN

COUNTY OF Berrien

The foregoing instrument was acknowledged before me on June 24, 2002 by the Grantors:

Nickerson Auto Body, Inc. a Michigan Corporation.

Notary Public Patricia L. Miller

County of Berrien

My Commission Expires: 04-11-06

PATRICIA L. MILLER
Notary Public, Berrien County, MI
My Commission Expires April 11, 2006

This document drafted by and return to:
Robert Bushart
3530 Eastern Ave., Building A
Grand Rapids, Michigan 49508

ILLEGIBILITY
DUE TO POOR ORIGINAL

ATTACHMENT A

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH SECTION LINE 410.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES EAST 478.15 FEET; THENCE WEST 170.04 FEET TO THE PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED, SAID PLACE OF BEGINNING BEING THE SOUTHWEST CORNER OF INTER-CITY BANK PROPERTY; THENCE NORTH 332.15 FEET TO THE CENTER OF NICKERSON AVENUE; THENCE NORTH 73 DEGREES 48 MINUTES WEST 125.46 FEET; THENCE SOUTH 181.17 FEET; THENCE WEST 98.96 FEET; THENCE SOUTH 130.21 FEET; THENCE WEST 125.00 FEET TO THE CENTER OF SOMERLEYTON ROAD; THENCE SOUTH 52.85 FEET, MORE OR LESS, TO A POINT THAT IS DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST 344.00 FEET TO THE PLACE OF BEGINNING.

DM
6
env
ARC Real Estate Solutions

Lora L. Freehling Register Of Deeds
Berrien County, Michigan

Rec \$26.00
Remon \$4.00
Tax Crt \$0.00

Recorded

JULY 18, 2022 02:16:41 PM

Liber 3380 Page 0845 - 0850

Receipt #893234

EASE

#2022357993



Liber 3380 Page 0845



Line Name: Hickory Creek - Main Street

Line No.: TLN120:092087 Easement No.: 25

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

11-03

On this 11th day of JULY, 2022, **LEI Properties, LLC, a Michigan Limited Liability Company**, whose address is 790 Nickerson Ave., Benton Harbor, Michigan 49022, ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Michigan, Berrien County, Benton Township, Southeast Quarter section, Section 31, Township No. 4 South, Range No. 18 West, Tax Parcel Number 11-03-0031-0043-16-7 in that certain document, dated 09/18/2009 recorded in Deed Book 2899, Page 125, of the real property records of Berrien County, Michigan, and such tract is subject to easements and rights-of-way granted in favor of Indiana Michigan Power Company.

Indiana Michigan Power Company, a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 10/08/1958, and recorded in Deed Book 172, Page 109, of the official records of Berrien County, Michigan (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 11-03-0031-0043-16-7

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within

the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are

inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing here in will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

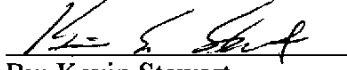
This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR

LEI Properties, LLC, a Michigan Limited Liability Company



By: Kevin Stewart

Title: Authorized Signer

State of Michigan §
§
County of Berrien §

This instrument was acknowledged before me this 11th day of July, 2022, by Kevin Stewart, Authorized Signer of LEI Properties, LLC, a Michigan Limited Liability Company, on behalf of said limited liability company.


Notary Public

Print Name: Kristin Martin

My Commission Expires: 5-26-2026

I am a resident of Berrien County, MI
Acting in the County of Berrien

This instrument is exempt from tax by reason of the provisions of MCL 207.505 (f) and MCL 207.526 (f). (The easement shall be assessed as personal property under MCL 211.8 (g).)

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801.

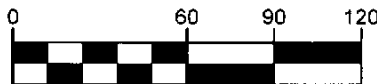
EXHIBIT "A"

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N88°18'42"W	923.86'
L2	N01°00'18"E	472.13'
L3	N01°00'18"E	58.31'
L4	S88°24'20"E	59.35'
L5	S01°08'35"W	57.71'
L6	N88°58'51"W	59.21'

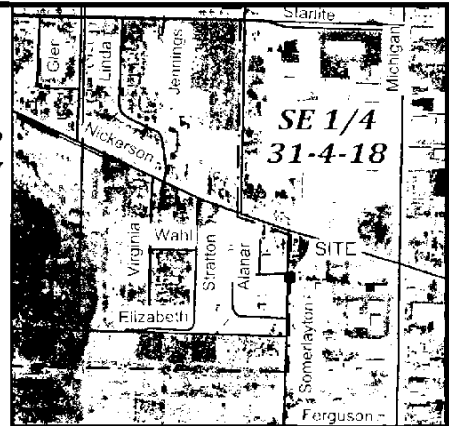
NOTES:
THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF INDIANA MICHIGAN POWER COMPANY FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER INFORMATION OBTAINED FROM THE COUNTY OR STATE DEPARTMENT OF TRANSPORTATION UNLESS OTHERWISE NOTED.

ADJOINING LAND OWNERSHIP INFORMATION WAS OBTAINED FROM THE BERRIEN COUNTY GIS SYSTEM ON THE ORIGINAL EXHIBIT DATE. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEYOR.

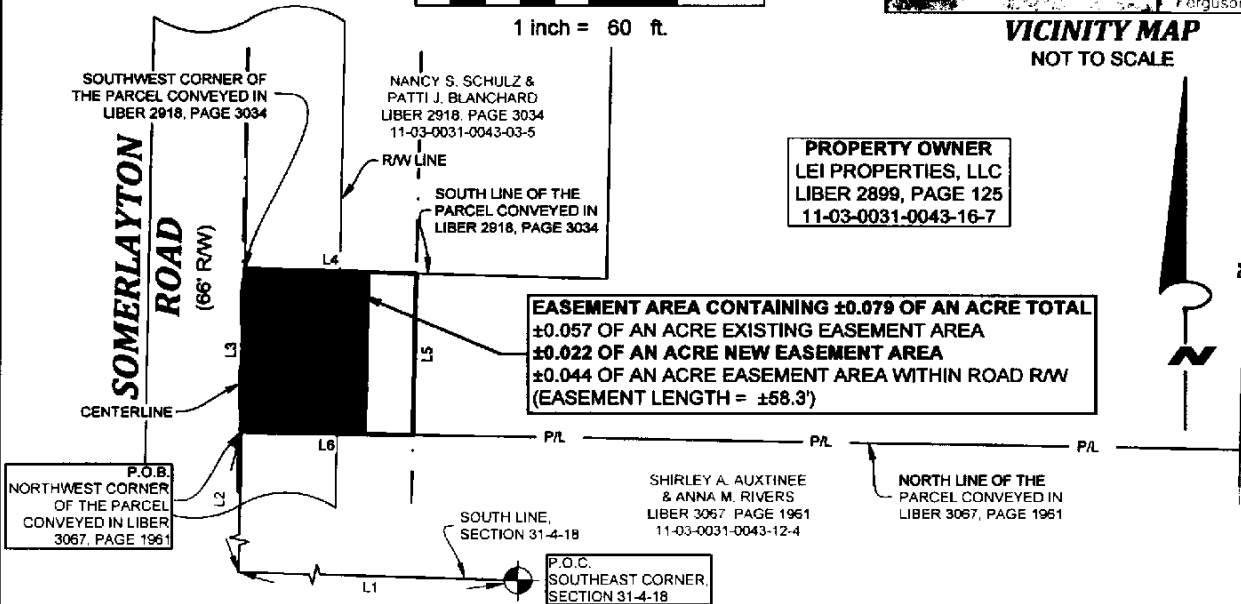
BEARINGS SHOWN HEREON ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, U.S. SURVEY FEET.



1 inch = 60 ft.



VICINITY MAP
NOT TO SCALE



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.P.T.	REFERENCE POINT TIE-DOWN
---	RIGHT OF WAY LINE
---	ROAD RIGHT OF WAY LINE
---	PROPERTY LINE
---	NEW EASEMENT AREA
---	EASEMENT AREA RELEASED
---	OVERLAPPING EASEMENT AREA



[Signature]

03/07/2022

BRIAN P. LIEBERG
PS-4001043060

DATE

SURV PROJ. #: 190647
LINE NAME: HICKORY CREEK - MAIN STREET
LINE NUMBER: TLN120:092087
EASEMENT NUMBER: 25
SUPPLEMENT TO ORIG. ESMT. NO. 1159, MAP NO. 613



BENTON HARBOR 269.927.0100 KALAMAZOO 269.327.3532 ALLEGAN 269.673.8465 ROYAL OAK 248.791.1371

www.gowightman.com

INDIANA MICHIGAN POWER COMPANY

AN EASEMENT ACROSS THE LANDS OF

LEI PROPERTIES, LLC

±0.079 OF AN ACRE

SITUATED IN THE STATE OF MICHIGAN, COUNTY OF BERRIEN,
BENTON TOWNSHIP, SECTION(S) 31, T 4 S, R 18 W

DRAWN BY: AEL CHECKED BY: BJB SCALE: 1" = 60' DATE: 2/18/2022 REVISED: 03/07/2022 FILE: SHEET 1 OF 2

EXHIBIT "A"

EASEMENT DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88° 18' 42" WEST ON THE SOUTH LINE OF SAID SECTION 31 A DISTANCE OF 923.86 FEET TO THE CENTERLINE OF SOMERLAYTON ROAD; THENCE NORTH 01° 00' 18" EAST ON SAID CENTERLINE 472.13 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO SHIRLEY A. AUXTINEE AND ANNA M. RIVERS IN LIBER 3067, PAGE 1961, BERRIEN COUNTY RECORDS AND TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 01° 00' 18" EAST ON SAID CENTERLINE 58.31 FEET TO THE SOUTHWEST CORNER OF THE PARCEL CONVEYED TO NANCY S. SCHULZ AND PATTI J. BLANCHARD IN LIBER 2918, PAGE 3034, BERRIEN COUNTY RECORDS; THENCE SOUTH 88° 24' 20" EAST ON SAID SOUTH PARCEL LINE 59.35 FEET; THENCE SOUTH 01° 08' 35" WEST 57.71 FEET TO THE NORTH LINE OF SAID AUXTINEE AND RIVERS PARCEL; THENCE NORTH 88° 58' 51" WEST ON SAID NORTH PARCEL LINE 59.21 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, U.S. SURVEY FEET.



[Signature]

03/07/2022

BRIAN P. LIEBERG
PS-4001043060

DATE

SURV PROJ. #: 190647
LINE NAME: HICKORY CREEK -MAIN STREET
LINE NUMBER: TLN120:092087
EASEMENT NUMBER: 25
SUPPLEMENT TO ORIG. ESMT. NO. 1159, MAP NO. 613



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INDIANA MICHIGAN POWER COMPANY

AN EASEMENT ACROSS THE LANDS OF

LEI PROPERTIES, LLC

±0.079 OF AN ACRE

SITUATED IN THE STATE OF MICHIGAN, COUNTY OF BERRIEN,
BENTON TOWNSHIP, SECTION(S) 31, T 4 S, R 18 W

DRAWN BY: AEL	CHECKED BY: BJB	SCALE:	DATE: 2/18/2022	REVISED: 03/07/2022	FILE:	SHEET 2 OF 2
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