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Rev. 07/10/02

DCN: 613-SAI-R5-TITLE SEARCH-02-02910

TITLE SEARCH REPORT FOR SYBILL, INC., SITE WAYNE COUNTY, MICHIGAN

Contract No.: 68-W-00-091

Submitted to:

U.S. Environmental Protection Agency
Region V
Chicago, Illinois

Submitted by:

Science Applications International Corporation
333 West Wacker
Chicago, Illinois 60606

January 2003

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1.0 INTRODUCTION

The United States Environmental Protection Agency (US EPA) Region V requested that SAIC obtain and review title documents for the Sybill, Inc. Site (Site) located at 111 Military Street, Detroit, MI 48209. The objective of this title search was to compile existing information, identify gaps, conduct research to fill in such gaps, and to identify the past and present owner or owners of the real property comprising the Site from 1970 to the present. Information obtained from the title documents is referenced in this report. Title documents are listed in Appendix A and cited as A-1, A-2, A-3, etc. The title abstract is located in Appendix B.

1.1 Methodology

The U.S. EPA's primary contact for this work assignment, Ms. Kaushal Khanna, was contacted to discuss the research objectives for this assignment and to obtain specific directions regarding the information to be developed. The SAIC Primary Investigator for this work assignment is Mr. Reed Haddock.

SAIC received title documents for the Site on January 16, 2003, and January 17, 2003. These documents were collected by Stewart Michigan Title Agency. Stewart Michigan Title Agency, was tasked with researching Site property ownership from 1970 to present; therefore, Stewart Michigan Title Agency retrieved the first deed that transferred the Site property after 1970. The condition of title for the Site is described in Section 3.0.

During the course of the research, it was determined that General Motors Corporation, and subsequently Sybill, Inc., not only owned the property located at 111 Military Road, but also the neighboring property located at 151 Military Road. In addition, these two properties were often transferred in the same deeds after 1991. Given that the title information for 151 Military Road was automatically provided in the title documents retrieved and that it would be necessary to describe the distinction between these two properties in this report, SAIC included any additional title history information for 151 Military Road.

1.2 LEGAL DESCRIPTION

SAIC conducted research for 111 Military Road City of Detroit, Wayne County, Michigan. This property will hereinafter be referred to as Parcel A. The current legal description for Parcel A is as follows:

> PARCEL A:
>
> A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesepeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County Michigan, being Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar

Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.); not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly ½ of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly ½ of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 and said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322, and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel

Scotten's Subdivision", and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning.

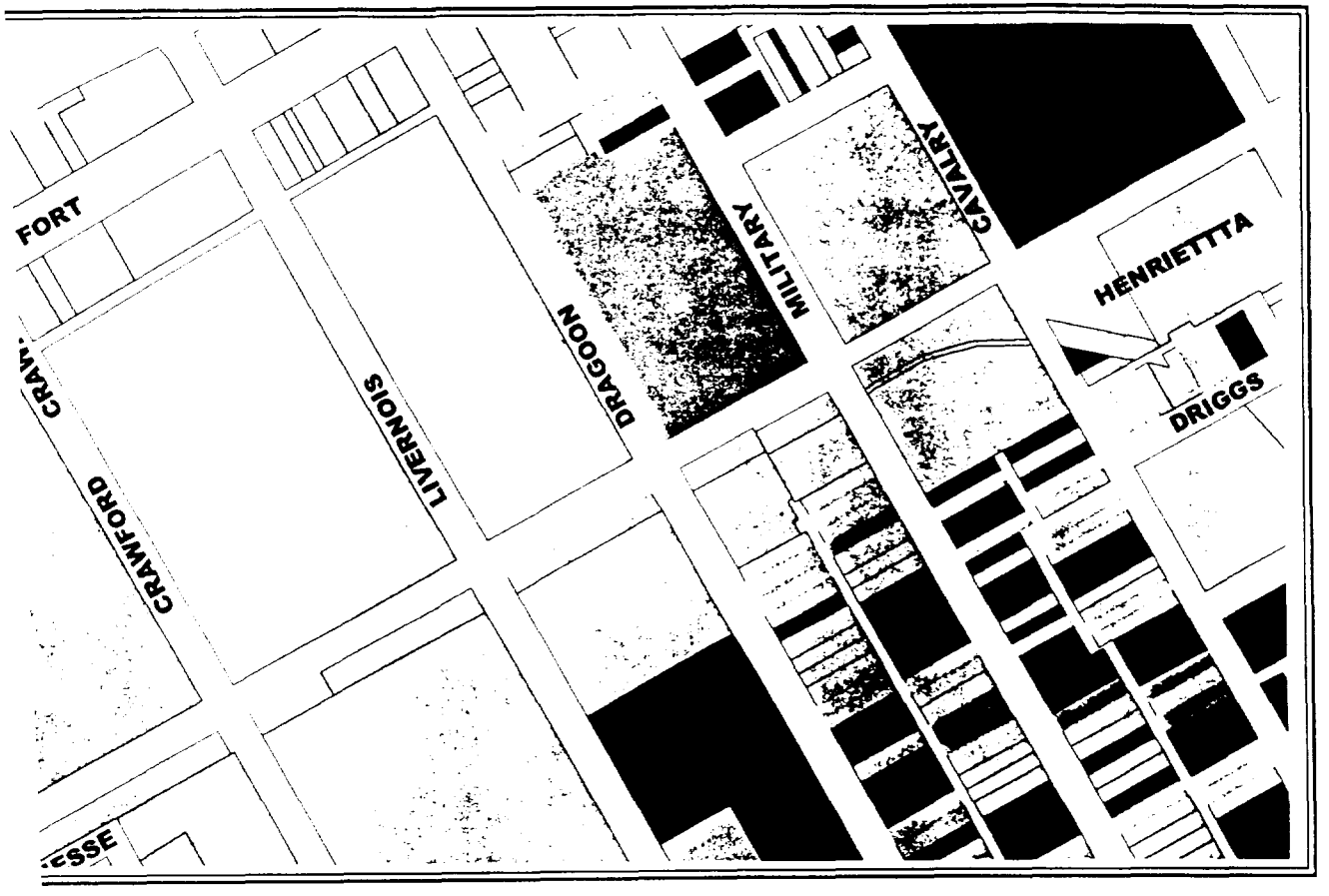
Information retrieved for 151 Military Road during the course of the writing this report is also included. This property will hereinafter be referred to as Parcel B. The current legal description for Parcel B is as follows:

PARCEL B:

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesepeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County Michigan, being Lots 330 through 335 inclusive, Lots 351 thru 355 inclusive and the Westerly 27.00 feet of Lot 350 including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minutes 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivision, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00

feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line of Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning.

Figure 1 is a Tax Assessor's map of Parcel A. The parcel has been highlighted in yellow for reference purposes. Figure 2 is a Tax Assessor's map of Parcel B. The parcel has been highlighted in blue for reference purposes.



Parcel Address: 111 MILITARYSYBIL, INC.

YBILL INC./3345 GREEN FIELD RD MELVINDALE MI 48122-1241

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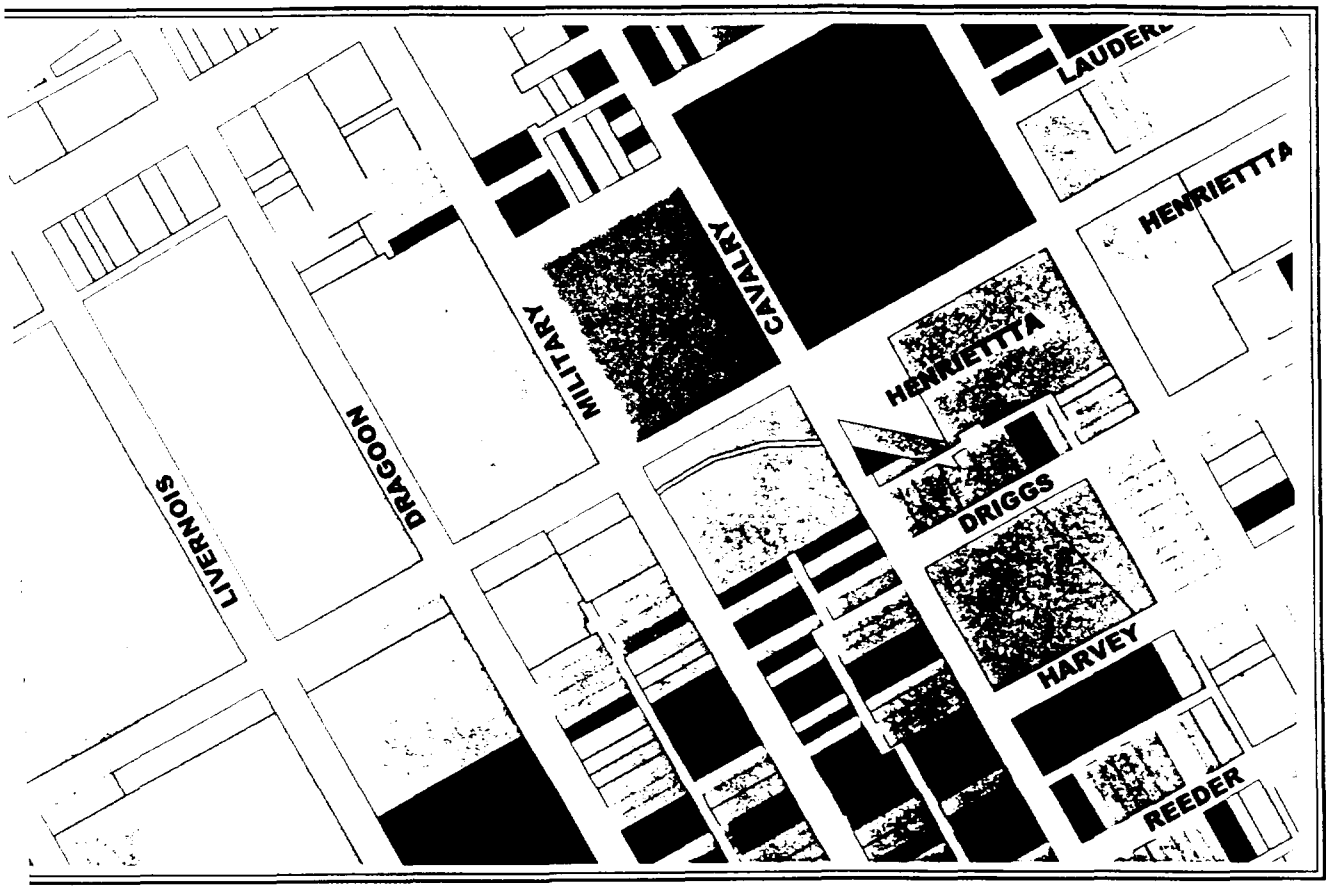

Parcel Address: 151 MILITARYSYBIL, INC.

: SYBIL INCORP/151 MILITARY ST DETROIT MI 48209-4102

2.0 CURRENT SITE OWNERSHIP INFORMATION

Tax Assessor records from the Wayne County Tax Assessor for Ward No. 16, Item Number: 016494-503 (known as Parcel A in this report), lists the property address as 111 Military. The property is described in the Assessor's records as Lots 321 thru 329; the South 15 feet of Lot 315; Lots 314 thru 305; the East 317 feet of Lots 88 and 83; also the vacant Hussar Avenue and alleys adjacent to Daniel Scotten's Subdivision. The listed tax payer name is Sybill, Inc., and the listed tax address is 3345 Green Field Road, Melvindale, MI 48122-1241 (A-29). The property tax for the tax period 1998 through 2002 for Parcel A is past due with penalty and interest totaling $100,787.80 (A-31).

Tax Assessor records from Wayne County Tax Assessor for Ward No. 16, Item Number: 015840-7 (known as Parcel B in this report), lists the property address as 151 Military. The property is described in the Assessor's records as the North 20 feet of Lots 81, 82 and 89; Lots 330 thru 335; the West 27 feet of Lot 350; Lots 351 thru 355; and vacant alleys adjacent to and excluding Cavalry Avenue as opened to Daniel Scotten's Subdivision. The property tax for this parcel was not provided by Stewart Michigan Title Agency. The listed tax payer name is Sybill, Inc., and the listed tax address is 151 Military Street, Detroit, MI 48209-4102 (A-30).

Current ownership information is illustrated in Figure 3, Current Ownership Chart. This information was obtained solely from the title documents provided by Stewart Michigan Title Agency. When the address or telephone number was missing from county records, SAIC confirmed or supplemented this information with an Internet search using the Infospace White Pages database and directory assistance.

Figure 3 Current Ownership Chart						
Current Owner of Record	**Ownership Interest**	**Assessor's Pin. No.**	**Description**	**Owner's Mailing Address**	**Owner's Telephone No.**	**Parcel Size** (acres)
Sybill, Inc. ***	100%	Ward No. 16, Item: 016494-503	111 Military	3345 Green Field Road, Melvindale, MI 48122-1241	(313) 383-7282 * (313) 582-2520 **	Not Available
Sybill, Inc. ***	100%	Ward No. 16, Item: 015840-7	151 Military	151 Military Street, Detroit, MI 48209-4102	Not Available	Not Available
TOTAL						

* WhitePages.com shows Posen Construction currently located at 3345 Greenfield Rd., Melvindale, MI 48122; phone: (313) 383-7282.

** Southwest Detroit Business Guide 2000 shows a current listing for Sybill, Inc., Mr. Vasilios C. Madias, 111 Military St., Detroit, MI 48209; phone: (313) 582-2520.

*** The Michigan Secretary of State shows Sybill, Inc., as an active domestic corporation. The listed Registered Agent is Vasilios C. Madias at 3345 Greenfield, Melvindale, MI 48122. This address matches the address listed above and noted at A-30.

3.0 TITLE NARRATIVE

This section summarizes the chain-of-title for the Site property known as 111 Military, Detroit, Michigan, or Parcel A. Documents retrieved for the neighboring property, 151 Military Road or Parcel B, which was also owned by General Motors Corporation and Sybill, Inc., are also described for reference purposes. The Site property chain-of-title provided to SAIC is from 1970 to September 25, 2002, the effective date of the title research.

3.1 Title History of Parcel A from 1970 to December 11, 1979.

As indicated in the legal description, Parcel A consists of approximately 22 lots as well as parts of various other parcels, including vacated streets and two private claims. It is important to note that General Motors Corporation appeared to own most of Parcel A before 1970, the starting date of the title search. Listed below are the transactions from 1970 through December 11, 1979, through General Motors Corporation acquired the remaining portions of Parcel A from four separate parties.

West 70 feet of Lots 322 and 323 of Parcel A
Mgrdich Yenofkian obtained part of Parcel A sometime before 1970 and owned it until June 16, 1971. On June 16, 1971, through a Deed, the Detroit Bank and Trust Corporation, acting as Administrator for the Estate of Mgrdich Yenofkian, conveyed the West 70 feet of Lots 322 and 323 of Parcel A to Harry Beresh (A-1). Marvin Clark and Doris Clark obtained this part of Parcel A sometime after June 16, 1971, and owned it until September 5, 1979. On September 5, 1979, through a Warranty Deed, Marvin Clark and Doris Peters, conveyed the West 70 feet of Lots 322 and 323 of Parcel A to General Motors Corporation (A-7). An apparent gap in the chain-of-title exists here since it is unclear how the Clark's obtained their portion of Parcel A from Harry Beresh at A-1.

East ½ of Lots 322 and 323 parts of Private Claims 32 and 268 of Parcel A
Torsten A. Peters and Ruth Peters owned part of Parcel A until July 20, 1967. A Warranty Deed recorded November 19, 1979, and dated July 20, 1967, conveyed the East ½ of Lots 322 and 323 and parts of Private Claims 32 and 268 of Parcel A from Torsten A. Peters and Ruth Peters to Emma C. Becker (A-10). This document was recorded twelve years after the conveyance, likely to clear the recorded chain-of-title concerning the property transactions of Emm C. Becker at A-5 and A-6.

Emma Becker owned this property until March 31, 1975. On this date, through a Quit Claim Deed, Emma C. Becker conveyed the East ½ of Lots 322 and 323 and parts of Private Claims 32 and 268 of Parcel A to Emma C. Becker, Trustee (A-5). On April 25, 1979, through a Quit Claim Deed, Emma C. Becker, Trustee, conveyed the East ½ of Lots 322 and 323 parts of Private Claims 32 and 268 of Parcel A to Emma C. Becker and Linus L. Drogs, II (A-6).

On December 6, 1979, through a Warranty Deed, Linus L. Drogs, II, acting as a married man and survivor of himself, conveyed the East ½ of Lots 322 and 323 of Parcel A to Carlos Perez and Gila Perez (A-11).

Carlos Perez and Gila Perez owned this property until December 11, 1979. On December 11, 1979, through a Warranty Deed, Carlos Perez and Gila Perez conveyed the East ½ of Lots 322 and 323 of Parcel A to General Motors Corporation (A-12).

Lots 312, 313, 314 and the South ½ of Lot 315
General Motors Corporation obtained another part of Parcel A on September 5, 1979, and owned it until January 1, 1991. On September 5, 1979, through a Warranty Deed, Victor A. Almas and Martha M. Almas conveyed Lots 312, 313, 314, and the South ½ of Lot 315 of Parcel A to General Motors Corporation (A-8).

Lot 321
General Motors Corporation obtained another part of Parcel A on October 5, 1979, and owned it until January 1, 1991. On October 5, 1979, through a Warranty Deed, Roy Sayyae and Anna Sayyae conveyed Lot 321 of Parcel A to General Motors Corporation (A-9).

3.2 Title History of Parcel A from December 11, 1979 to Present

General Motors Corporation owned Parcel A from December 11, 1979, until January 1, 1991. On January 1, 1991, through a Limited Covenant Deed, General Motors Corporation, Seller, conveyed Parcel A and Parcel B to Sybill, Incorporated, Purchaser (A-16). Sybill, Incorporated, owned Parcels A and Parcel B until September 25, 2003, the effective date of the title research.

On January 10, 1991, through a Mortgage and Security Agreement, Sybill Incorporated, Mortgagor, secured a payment and performance of indebtedness of a promissory note for an unlisted amount on Parcel A and Parcel B from General Motors Corporation, Mortgagee (A-13). On this same day, through a Steam Service Agreement, Sybill Incorporated agreed to sell and deliver to General Motors Corporation all the steam that shall be required for heating purposes for Parcel A and Parcel B owned by General Motors Corporation (A-14).

On January 10, 1991, through an Option Agreement, Sybill Incorporated granted an exclusive right and option to General Motors Corporation to purchase a three story brick powerhouse building located on Parcel A (A-15).

On August 14, 1991, Sinelli Concrete Inc., through a Claim of Lien, filed a lien in the amount of $16,059.34 against the Site property known as 111 Military - Detroit (A-17). This document lists the legal descriptions for both Parcel A and Parcel B.

On December 17, 1991, Spaulding Electric Company, through a Claim of Lien for Contractor, filed a lien in the amount of $16,604.68 against the Site property known as 111 Military - Detroit (A-19). This document lists the legal descriptions for both Parcel A and Parcel B. On April 8, 1992, Spaulding Electric Company recorded a Release and Discharge of Construction Lien (A-20).

On January 30, 1992, Triangle Electric Company, Plaintiff, recorded a Notice of Lis Pendens and filed a law suit against Sybill, Inc., et al., Defendants, for the enforcement of a construction lien (A-18). This document lists the legal description Parcel A.

On October 21, 1994, Sybill Incorporated, through a Memorandum of Mortgage and Security Agreement, amended the mortgage recorded at A-13 (A-21).

On August 22, 1995, City of Detroit, Plaintiff, recorded a Notice of Lis Pendens related to a foreclosure for tax liens for the years 1991 and 1992 on Parcel A of the Site property against Sybill, Inc., et al., Defendants (A-22).

On July 7, 1997, J. A. Marble Company, Inc., through a Claim of Lien, filed a lien in the amount of $16,519.25 against property known as 111 Military - Detroit (A-24). This document lists the legal description for both Parcel A and Parcel B.

On February 20, 1998, Comerica Bank, as the Secured Party, files a Financing Statement covering all property now owned and later acquired by the Debtor, Sybill Incorporated (A-25). This document lists the legal descriptions for both Parcel A and Parcel B.

On April 30, 1998, L. A. Welding & Mechanical, Inc., through a Claim of Lien, filed a lien in the amount of $21,869.25 against property known as 111 Military - Detroit (A-26). This document lists the legal descriptions for both Parcel A and Parcel B.

On April 13, 2001, Comerica Bank, acting as the Mortgagee, through a Continuing Collateral Mortgage, secured when due all existing and future indebtedness of Sybill Incorporated, Mortgagor, on real property known as Parcel Identification No. Ward 16, Item 16494-503; commonly known as 111 Military St., Detroit, MI 48209 (A-27). This document lists the legal description for Parcel A.

3.3 Parcel B Title Records

Additional title documents were retrieved during the course of this report which indicate when General Motors Corporation acquired portions of Parcel B, 151 Military Road, and identify other documents which encumber only Parcel B and not Parcel A. General Motors appears to have owned most of Parcel B before 1970, the starting date of this title search. It continued to acquire the remaining portions of Parcel B through April 8, 1974. Title documents for Parcel B are included in this report for U.S. EPA reference purposes only.

General Motors Corporation, obtained part of Parcel B on December 14, 1972 and owned it until January 1, 1991. On December 14, 1972, through a Warranty Deed, Zarroure Shoushanian and Arma S. Marderosian, et al., conveyed Lots 334 and 335, excepting the Westerly 49 feet of Parcel B to General Motors Corporation (A-2).

General Motors Corporation obtained another part of Parcel B on June 10, 1974, and owned it until January 1, 1991. On June 10, 1974, through a Warranty Deed, Frank G. Mixter, acting as

Guardian of the Estate of Joseph Mayor, conveyed Lot 331 of Parcel B to General Motors Corporation (A-3).

General Motors Corporation obtained another part of Parcel B on April 8, 1974, and owned it until January 1, 1991. On April 8, 1974, through a Warranty Deed, Victor A. Almas and Martha M. Almas conveyed Lot 332 of Parcel B to General Motors Corporation (A-4).

On January 17, 1996, City of Detroit, Plaintiff, through a Notice of Lis Pendens, filed a foreclosure of tax liens for the years 1991 and 1992 on Parcel B against Sybill, Inc., et al., Defendants, (A-23). This document lists the legal description for Parcel B.

On April 13, 2001, Comerica Bank, acting as the Mortgagee, through a Continuing Collateral Mortgage, secured when due all existing and future indebtedness of Sybill Incorporated, Mortgagor, on real property known as Parcel Identification No. Ward 16, Item 15840-7; commonly known as 151 Military St., Detroit, MI 48209 (A-28). This document lists the legal description for Parcel B.

4.0 RECOMMENDATIONS

U.S. EPA may wish to know when General Motors Corporation initially acquired each portion of Parcel A. Documents retrieved indicate General Motors Corporation acquired much of Parcel A prior to the starting date of this title search, 1970. At U.S. EPA's request, SAIC can conduct further research to determine when General Motors Corporation acquired each section of 111 Military Road.

U.S. EPA may also wish to know the complete title history of neighboring Parcel B, 151 Military Road. At U.S. EPA's request, SAIC can expand the scope this title search and perform additional research.

APPENDIX A

TITLE DOCUMENT REFERENCES

APPENDIX A

TITLE DOCUMENT REFERENCES

A-1 Deed. The Detroit Bank and Trust Corporation acting as Administrator for the Estate of Mgrdich Yenofkian, Grantor; Harry Beresh, Grantee; dated June 16, 1971; recorded June 17, 1971.

A-2 Warranty Deed. Zarroure Shoushanian and Arma S. Mardersian, et al., Grantors; General Motors Corporation, Grantee; dated December 14, 1972; recorded December 26, 1972.

A-3 Warranty Deed. Frank G. Mixter, Guardian of the Estate of Joseph Mayor, Grantor; General Motors Corporation, Grantee; dated June 10, 1974; recorded June 25, 1974.

A-4 Warranty Deed. Victor A. Almas and Martha M. Almas, Grantors; General Motors Corporation, Grantee; dated April 8, 1974; recorded August 5, 1974.

A-5 Quit Claim Deed. Emma C. Becker, Grantor; Emma C. Becker, Trustee/Grantee; dated March 31, 1975; recorded May 13, 1975.

A-6 Quit Claim Deed. Emma C. Becker, Trustee/Grantor; Emma C. Becker and Linus L. Drogs, II, Grantee; dated April 25, 1979; recorded April 27, 1979.

A-7 Warranty Deed. Marvin Clark and Doris Clark, Grantor; General Motors Corporation, Grantee; dated September 5, 1979; recorded September 10, 1979.

A-8 Warranty Deed. Victor A. Almas and Martha M. Almas, Grantors; General Motors Corporation, Grantee; dated September 5, 1979; recorded September 11, 1979.

A-9 Warranty Deed. Roy Sayyae and Anna Sayyae, Grantors; General Motors Corporation, Grantee; dated October 5, 1979; recorded October 10, 1979.

A-10 Warranty Deed. Torsten A. Peters and Ruth Peters, Grantors; Emma Becker, Assignee/Grantee; dated July 20, 1967; recorded November 19, 1979.

A-11 Warranty Deed. Linus L. Drogs, II, Grantor; Carlos Perez and Gila Perez, Grantees; dated December 6, 1979; recorded December 17, 1979.

A-12 Warranty Deed. Carlos Perez and Gila Perez, Grantors, General Motors Corporation, Grantee; dated December 11, 1979; recorded December 17, 1979.

A-13 Mortgage and Security Agreement. Sybill, Incorporated, Mortgagor; General Motors Corporation, Mortgagee; dated January 10, 1991; recorded January 15, 1991.

A-14 Steam Service Agreement. Sybill, Incorporated, Grantor; General Motors Corporation, Grantee; dated January 10, 1991; recorded January 15, 1991.

A-15 Option Agreement. Sybill, Incorporated, Grantor; General Motors Corporation, Grantee; dated January 10, 1991; recorded January 15, 1991.

A-16 Limited Covenant Deed. General Motors Corporation, Seller; Sybill, Incorporated, Purchaser; dated January 1, 1991; recorded January 15, 1991.

A-17 Claim of Lien. Sinelli Concrete Inc., Claimant; dated August 14, 1991; recorded January 7, 1992.

A-18 Notice of Lis Pendens. Triangle Electric Company, Plaintiff; Sybill Inc., et al., Defendants; dated January 30, 1992; recorded January 30, 1992.

A-19 Claim of Lien for Contractor. Spaulding Electric Company, Claimant; dated December 17, 1991; recorded April 10, 1992.

A-20 Release and Discharge of Construction Lien. Spaulding Electric Company, Claimant; dated April 8, 1992; recorded June 11, 1992.

A-21 Memorandum of Mortgage and Security Agreement. Sybill, Incorporated, Mortgagor; General Motors Corporation, Mortgagee; October 21, 1994; March 23, 1995.

A-22 Notice of Lis Pendens. City of Detroit, Plaintiff; Sybill Incorporated, et al., Defendants; dated August 22, 1995; recorded August 30, 1995.

A-23 Notice of Lis Pendens. City of Detroit, Plaintiff; Sybill Incorporated, et al., Defendants; dated January 7, 1997; recorded April 16, 1998.

A-24 Claim of Lien. J. A. Marble Company, Inc., Claimant; dated July 7, 1997; recorded April 16, 1998.

A-25 Financing Statement. Sybill, Inc., Debtor; Comerica Bank, Secured Party; dated February 20, 1998; February 20, 1998.

A-26 Claim of Lien. L. A. Welding & Mechanical, Inc., Claimant; dated April 30, 1998; recorded June 11, 1998.

A-27 Continuing Collateral Mortgage. Sybill, Inc., Mortgagor; Comerica Bank, Mortgagee; dated April 13, 2001; recorded April 27, 2001.

A-28 Continuing Collateral Mortgage. Sybill, Inc., Mortgagor; Comerica Bank, Mortgagee; dated April 13, 2001; recorded April 27, 2001.

A-29 City of Detroit Real Property Inquiry System. 111 Military; dated January 16, 2003; recorded N/A.

A-30 City of Detroit Real Property Inquiry System. 151 Military; dated January 16, 2003; recorded N/A.

A-31 Stewart Title Abstract Report, January 16, 2003.

APPENDIX B

TITLE ABSTRACT

This title abstract lists recorded documents for both Parcel A of the Site property a/k/a 111 Military, Detroit, MI and Parcel B of the Site property a/k/a 151 Military, Detroit, MI.

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
06/16/1971	Deed	The Detroit Bank and Trust Corporation acting as Administrator for the Estate of Mgrdich Yenofkian	Harry Beresh	Administrator/Grantor conveys to Grantee the West 70 feet of Lots 322 and 323 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel A.	06/17/1971	Liber 17738, Page 44	A-1
12/14/1972	Warranty Deed	Zarroure Shoushanian and Arma S. Marderosian, et al.	General Motors Corporation	Grantor conveys to Grantee Lots 334 and 335, excepting the Westerly 49 feet; also excepting the Easterly 36 feet of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel B.	12/26/1972	Liber 18290, Page 709	A-2
06/10/1974	Warranty Deed	Frank G. Mixter, Guardian of the Estate of Joseph Mayor, a mentally incompetent person	General Motors Corporation	Guardian/Grantor conveys to Grantee Lot 331 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel B of the Site property. This legal description is for part of Parcel B.	06/25/1974	Liber 18840, Page 372	A-3
04/08/1974	Warranty Deed	Victor A. Almas and Martha M. Almas	General Motors Corporation	Grantor conveys to Grantee Lot 332 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel B.	08/05/1974	Liber 18877, Page 263	A-4
03/31/1975	Quit Claim Deed	Emma C. Becker	Emma C. Becker, Trustee	Grantor conveys to the Emma C. Becker Trust Agreement dated March 31, 1975, the East ½ of Lots 322 and 323, Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel A.	05/13/1975	Liber 19895, Page 305	A-5

Date	Instrument	Grantor	Grantee	Property/Comme...	Recording Date	County Book/Page	
04/25/1979	Quit Claim Deed	Emma C. Becker, Trustee	Emma C. Becker and Linus L. Drogs, II	Trustee/Grantor conveys to Grantees real property held in the Emma C. Becker Trust and known as the East ½ of Lots 322 and 323, Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for part of Parcel A of the Site property. This legal description is for part of Parcel A. See A-5.	04/27/1979	Liber 20490, Page 262	A-6
09/05/1979	Warranty Deed	Marvin Clark and Doris Clark	General Motors Corporation	Grantors convey to Grantee the West 70 feet of Lots 322 and 323 of Daniel Scotten's Subdivision. This legal description is for part of Parcel A. See A-1.	09/10/1979	Liber 20634, Page 926	A-7
09/05/1979	Warranty Deed	Victor A. Almas and Martha M. Almas	General Motors Corporation	Grantors convey to Grantee Lots 312, 313, 314, and the South ½ of Lot 315, Daniel Scotten's Subdivision. This legal description is for part of Parcel A.	09/11/1979	Liber 20637, Page 503	A-8
10/05/1979	Warranty Deed	Roy Sayyae and Anna Sayyae	General Motors Corporation	Grantors convey to Grantee Lot 321of Daniel Scotten's Subdivision of Private Claim 32. This legal description is for part of Parcel A.	10/10/1979	Liber 20672, Page 291	A-9
07/20/1967	Warranty Deed	Torsten A. Peters and Ruth Peters	Emma Becker, Assignee of Russell Wischer and Beverly Wischer	Grantors convey to Grantees the East ½ of Lots 322 and 323, Daniel Scotten's Subdivision. This legal description is for part of Parcel A. See A-5.	11/19/1979	Liber 20715, Page 303	A-10
12/06/1979	Warranty Deed	Linus L. Drogs, II, a married man and survivor of himself	Carlos Perez and Gila Perez	Grantor conveys to Grantees the East ½ of Lots 322 and 323, Daniel Scotten's Subdivision. This legal description is for part of Parcel A. See A-6.	12/17/1979	Liber 20739, Page 716	A-11
12/11/1979	Warranty Deed	Carlos Perez and Gila Perez	General Motors Corporation	Grantors convey to Grantee the East ½ of Lots 322 and 323, Daniel Scotten's Subdivision. This legal description is for part of Parcel A. See A-11.	12/17/1979	Liber 20739, Page 718	A-12

Date	Instrument	Grantor	Grantee	Property/Comm	Recording Date	County Book/Page	
01/10/1991	Mortgage and Security Agreement	Sybill, Incorporated, Mortgagor	General Motors Corporation, Mortgagee	Mortgagor secures payment and performance of the indebtedness of a certain promissory note for an unlisted amount on property containing Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 through 329 inclusive, of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268; and Lots 330 through 335 inclusive, Lots 351 through 355 inclusive, and the Westerly 27 feet of Lot 350 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel A and Parcel B.	01/15/1991	Liber 24975, Page 406	A-13

Date	Instrument	Grantor	..antee	Property/Comme	Recording Date	County Book/Page	
01/10/1991	Steam Service Agreement	Sybill, Incorporated	General Motors Corporation	Grantor agrees with Grantee to sell and deliver to Grantee all the steam that shall be required for heating purposes for property owned by Grantee. This legal description is for Parcel A and Parcel B.	01/15/1991	Liber 24975, Page 419	A-14
01/10/1991	Option Agreement	Sybill, Incorporated	General Motors Corporation	Grantor grants the exclusive right and option to purchase the three story brick powerhouse building, located on the real property owned by Grantee. This legal description is for Parcel A.	01/15/1991	Liber 24975, Page 425	A-15
01/01/1991	Limited Covenant Deed	General Motors Corporation, Seller	Sybill, Incorporated, Purchaser	Seller agrees to sell and convey to Purchaser for the amount of $500,000.00 dollars real property containing Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 through 329 inclusive, of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268; and Lots 330 through 335 inclusive, Lots 351 through 355 inclusive, and the Westerly 27 feet of Lot 350 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel A and Parcel B.	01/15/1991	Liber 24975, Page 433	A-16
08/14/1991	Claim of Lien	Sinelli Concrete Inc.		Claimant files a lien in the amount of $16,059.34 against property known as 111 Military - Detroit. This legal description is Parcel A and Parcel B.	01/07/1992	Liber 25509, Page 181	A-17
01/30/1992	Notice of Lis Pendens	Triangle Electric Company, Plaintiff	Sybill Inc., et al., Defendants	Notice is given that a suit and been started against the Defendants for the enforcement of a construction lien on real property described as Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 through 329 inclusive, of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel A.	01/30/1992	Liber 25548, Page 807	A-18

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
12/17/1991	Claim of Lien for Contractor	Spaulding Electric Company		Claimant files a lien in the amount of $16,604.68 against property known as 111 Military - Detroit (Formerly known as General Motors Fisher Guide Plant). This legal description is for Parcel A and Parcel B.	04/10/1992	Liber 25693, Page 592	A-19
04/08/1992	Release and Discharge of Construction Lien	Spaulding Electric Company		Lien at A-19 is released.	06/11/1992	Liber 25826, Page 684	A-20
10/21/1994	Memorandum of Mortgage and Security Agreement	Sybill, Incorporated, Mortgagor	General Motors Corporation, Mortgagee	Mortgagor amends the Mortgage and Security Agreement date January 10, 1991 and recorded at A-13. This legal description is for Parcel A and Parcel B.	03/23/1995	Liber 27944, Page 818	A-21
08/22/1995	Notice of Lis Pendens	City of Detroit, Plaintiff	Sybill Incorporated, et al., Defendants	Claimant files a foreclosure of tax liens for the years 1991 and 1992 in an unlisted amount property known as Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 through 329 inclusive, of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel A.	08/30/1995	Liber 28248, Page 572	A-22
01/17/1996	Notice of Lis Pendens	City of Detroit, Plaintiff	Sybill Incorporated, et al., Defendants	Claimant files a foreclosure of tax liens for the years 1991 and 1992 in an unlisted amount property known as Lots 330 through 335 inclusive, Lots 351 through 355 inclusive, and the Westerly 27 feet of Lot 350 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel B.	02/02/1996	Liber 28560, Page 711	A-23
07/07/1997	Claim of Lien	J. A. Marble Company, Inc.		Claimant files a lien in the amount of $16,519.25 against property known as 111 Military - Detroit. This legal description is for Parcel A and Parcel B.	04/16/1998	Liber 29832, Page 6232	A-24

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
02/20/1998	Financing Statement	Sybill, Inc., Debtor	Comerica Bank, Secured Party	This financing statement covers all property now owned or later acquired by Debtor and located on property known as Lots 330 through 335 inclusive, Lots 351 through 355 inclusive, and the Westerly 27 feet of Lot 350 of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.9 feet of Private Claim 268. This legal description is for Parcel A and Parcel B.	02/20/1998	Liber 29873, Page 5259	A-25
04/30/1998	Claim of Lien	L. A. Welding & Mechanical, Inc.		Claimant files a lien in the amount of $21,869.25 against property known as 111 Military - Detroit. This legal description is for Parcel A and Parcel B.	06/11/1998	Liber 29878, Page 4712	A-26
04/13/2001	Continuing Collateral Mortgage	Sybill, Inc., Mortgagor	Comerica Bank, Mortgagee	This Mortgage is made to secure when due all existing and future indebtedness to Mortgagee of Nave, Inc., Vasilios and Vassillki Madias (collectively, "Borrower") and/or Mortgagor on real property known as Parcel Identification No. Ward 16, Item 16494-503; commonly known as 111 Military St., Detroit, MI 48209. This legal description is for Parcel A.	04/27/2001	Liber 33720, Page 228	A-27
04/13/2001	Continuing Collateral Mortgage	Sybill, Inc., Mortgagor	Comerica Bank, Mortgagee	This Mortgage is made to secure when due all existing and future indebtedness to Mortgagee of Nave, Inc., Vasilios and Vassillki Madias (collectively, "Borrower") and/or Mortgagor on real property known as Parcel Identification No. Ward 16, Item 15840-7; commonly known as 151 Military St., Detroit, MI 48209. This legal description is for Parcel B.	04/27/2001	Liber 33720, Page 228	A-28
01/16/2003	Real Property Record	City of Detroit		Real property record of 111 Military. This legal description is for Parcel A.	N/A	N/A	A-29
01/16/2003	Real Property Record	City of Detroit		Real property record of 151 Military. This legal description is for Parcel B .	N/A	N/A	A-30

ATTACHMENT 1

TITLE DOCUMENTS
A-1 THROUGH A-31

A-1

[redacted]

[redacted] and not otherwise,

[redacted] 211 West Fort Street, Detroit, Michigan [illegible]

[redacted]

[redacted]

One Thousand Four Hundred ($1,400.00) [illegible]

[illegible] by

Harry Bergeh

[redacted] Harry Bergeh [illegible]

County of Wayne and State of Michigan, described as follows, [illegible]

W. 70' of Lots 322 and 323, Plat of Daniel Scott's Sub. of [illegible] part of P.C. [illegible] and the [illegible] of P.C. 260, Long Settlement [illegible] and the River Road, Town of Springwells, Wayne County, Michigan [illegible] 125, B111T, recorded in Liber 8, Page [illegible], Plats, commonly known as the premises and grounds at 9124 Dupont, Detroit, Wayne County, Michigan.

[illegible] 37 1971 [illegible]

[illegible] COUNTY, MICHIGAN 48226

[illegible]

Harry Bergeh

[illegible] Harry Bergeh

[illegible]

Harry Bergeh

[illegible] estate of Mardich Yenokian, Deceased

[illegible]

[illegible]

Louis Gulgent

[illegible] Bank and Trust Company, [illegible] Special [illegible] Estate of Mardich [illegible], Deceased, and not in its individual [illegible]

By: [illegible] Karl H. Karster, Vice President

By: [illegible] Assistant Trust Officer

[illegible]

[illegible] 18th [illegible] June [illegible] 1971

[illegible] Notary Public

[illegible] Bank and Trust Company, Special [illegible]

[illegible]

Louis Gulgent

A-2

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That ZARKOUHI SHOUNAMIAN, a married woman, whose address is [illegible], Detroit, Michigan 48228; ERASHAM BROVAN, a married woman, whose address is 1314 N. Gratiot, Detroit, Michigan 48209; ANNA S. MARDEROSIAN, a married woman, whose address is [illegible] Maine, Livonia, Michigan 48150; and AGNES M. KECSSIAN, a married woman, Guardian for Minors, MICHAEL PETER KECSSIAN and SHARON LYNN KECSSIAN, whose address is 8207 Chamberlain, [illegible], Michigan 48209, Convey and Warrant to GENERAL MOTORS CORPORATION, a Delaware Corporation, with its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, the following described premises situated in the City of Detroit, County of Wayne, State of Michigan, to-wit:

Lots 114 and 115, excepting the West [illegible] 40.00 feet thereof, also excepting the Easterly 28.00 feet thereof, of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32, and the East 135.00 feet of Private Claim 268, lying between Fort Street and the River Road, town of Springwells (now City of Detroit), Wayne County, Michigan, Town 2 South, Range 11 East" as recorded in Liber 9 of Plats, Page 12, Wayne County Records, being more particularly described as follows: Beginning at a point on the Southerly line of Hubert Avenue (60 feet wide), said point being distant North 61 degrees 52 minutes 50 seconds East, 38 measured along the Southerly line of said Hubert Avenue, said line being also the

DEC 22 1978

Wayne County Treasurer

Recorded in the Wayne County Register of Deeds

Liber [illegible] Page [illegible]

Wayne County, Michigan 48202

785089

Northerly line of Lot 335 of said "[illegible] Scotten's Subdivision", a distance of 49.00 feet from the Southeasterly corner of Military Avenue (66 feet wide) and Hunter Avenue (60 feet wide); [illegible] thence from said point of beginning North 61 degrees 57 minutes 50 seconds East, along the Southerly line of Hunter Avenue, said line being also part of the Southerly line of said Lot 335, a measured distance of 35.20 feet (described 35.00 feet) to a point; thence South 28 degrees 00 minutes 40 seconds East, along a line which is parallel to the East line of Lots 335 and 334 and runs through the interior of said Lots 335 and 334 of said subdivision, a distance of 50.00 feet to a point on the Southerly line of said Lot 334; thence South 61 degrees 57 minutes 50 seconds West, along part of the Southerly line of said Lot 334, a measured distance of 35.19 feet (described 35.00 feet) to a point; thence North 28 degrees 01 minute 10 seconds West, along a line which is parallel to the West line of Lots 334 and 335 and runs through the interior of said Lots 334 and 335, a distance of 50.00 feet to the point of beginning. Containing 1,759.7 square feet of land in area.

for the full consideration of THIRTEEN THOUSAND DOLLARS

($13,000.00)

Dated this 14th day of December, A.D. 1978

In the presence of:

[illegible] L.S.
ZAPROUHE SHOUSHANIAN

[illegible] L.S.
TRASDAN EPOYAN

[illegible] L.S.
ARIA S. MARDEROSIAN

[illegible] L.S.
AGNES M. KEOSSIAN, Guardian for Minors, Michael Peter Keossian and Sharla Lynn Keossian

[illegible]
J.H. Brenner

7985989

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 1st day of December, A.D. 19[illegible] by [illegible] SHOUSHANIAN, a married woman; [illegible], [illegible] wife; ANNA S. MARDERUSIAN, a married woman; and ANNIE M. [illegible], a married woman, Guardian for Minors, Michael [illegible] and Sheila Lynn Kassian.

Notary Public, Wayne County, Michigan
My Commission Expires _____

J. M. [illegible]
Notary Public, [illegible]
My Commission Expires [illegible]

THIS INSTRUMENT PREPARED BY:
William A. Mazer
3044 West Grand Boulevard
Detroit, Michigan 48202

RETURN TO ESCROW DEPT.
LAWYERS TITLE INSURANCE CORP.
735 GRISWOLD STREET
DETROIT, MICHIGAN 48226
ATTN: [illegible]

[illegible]

285925

A-3

Two Thousand ($2,000.00)

Corporation, a Delaware Corporation

County of Wayne

City of Detroit, Wayne County, Lot 311,
Plat of Capital Contracting Co. Subdivision
of Blk. 32 in Sec. 18
between East Street and the
Springwells, Wayne County,
as recorded in L3, Plat, Wayne County

TO HAVE AND TO HOLD the above granted premises unto the said General Motors Corporation,
a Delaware corporation

And I

Corporation

that I

JOSEPH MAYOR, a mentally incompetent person.

Wayne

Frank G. Mixon, Guardian of the Estate
of Joseph Mayor, a mentally incompetent
person

Kenneth J. Hinton

Sharon Jones

STATE OF MICHIGAN

Wayne

Wayne 10th June 74

Notary Public.

Frank G. Mixon

his Guardian of the Estate of Joseph Mayor,
a mentally incompetent person.

Sharon Jones
Wayne
September 10 75

DRAFTED BY AND RECORDING FEE.

Drafted by:
Kenneth J. Hinton
Attorney at Law

A-4

KNOW ALL MEN BY THESE PRESENTS: That **VICTOR A. ALMAS and MARTHA H. ALMAS, his wife**

6632 West Fort Street, Detroit, Michigan

GENERAL MOTORS CORPORATION,

3044 West Grand Boulevard, Detroit, Michigan 48202

the following described premises situated in the City of Detroit

County of Wayne and State of Michigan, to-wit:

Lot 132 Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.[illegible] feet of Private Claim 723 lying between Fort Street and the River Road, Town of Springwells, Wayne County, Michigan, Town 2 South, Range 11 East, as recorded in Liber 9, Page 19, Wayne County Records,

AUG 5 1974

for the full consideration of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500.00)

subject to

MICHIGAN

Dept of Taxation

Dated this **8th** day of **April** 1974

Witnesses: Signed and Sealed:

VICTOR A. ALMAS (L.S.)

MARTHA H. ALMAS (L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN

COUNTY OF WAYNE

day of April 1974

by VICTOR A. ALMAS AND MARTHA H. ALMAS, his wife,

Notary Public, Wayne County, Michigan

3044 West Grand Boulevard
Detroit, Michigan 48202

ADDRESS TO ESCROW DEPT.

Detroit, Michigan 48226

A-5

G 561

Lawyers Title Insurance Corporation

Form 941 3-71
QUIT CLAIM DEED—Statutory Form
C.L. 1948, 565.152 M.S.A. 26.972

KNOW ALL MEN BY THESE PRESENTS: That Emma C. Becker, a single woman

whose address is 20829 Donaldson, Dearborn, Michigan 48124

L19095 PA305

Quit Claim(s) to Emma C. Becker, as Trustee under Emma C. Becker Trust Agreement dated March 31, 1975

whose address is 20829 Donaldson, Dearborn, Michigan 48124

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

East 1/2 of Lots 322 and 323, Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and River Road, Town of Springwells, Wayne County, Michigan, Town 2 South, Range 11 East, as recorded in Liber 9, Page 19 of Plats, Wayne County Records.

G 561

for the full consideration of only ($1.00) One Dollar.

Dated this 31st day of March 1975

Witnesses:

John A. Gilray, Jr.

Carmen Nowak

Signed and Sealed:

Emma C. Becker (L.S.)
Emma C. Becker

(L.S.)

RECORDED MAY 13 1975 BERNARD J. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

STATE OF MICHIGAN
COUNTY OF Oakland } ss

The foregoing instrument was acknowledged before me this 31st day of March 19 75
by Emma C. Becker, a single woman

My commission expires September 12, 1978

John A. Gilray, Jr.
Notary Public Oakland County, Michigan

Instrument Drafted by John A. Gilray, Jr.

Business Address 318 Wabeek Building Birmingham, Michigan 48011

Recording Fee $3.00

State Transfer Tax

When recorded return to John A. Gilray, Jr. 318 Wabeek Building, Birmingham, Michigan 48011

Send subsequent tax bills to

Tax Parcel #

Exempt under PA 327 of 1968 under Sec. 5(a) NO REVENUE ATTACHED

A-6

Lawyers Title Insurance Corporation G402575

L120490 PG262

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That EMMA C. BECKER, individually, and as Trustee under Emma C. Becker Trust Agreement dated March 31, 1975,

whose address is 20829 Donaldson Avenue, Dearborn, Michigan 48124

Quit Claim(s) to EMMA C. BECKER and LINUS L. DROGS, II, a married man, as joint tenants with full rights of survivorship and not as tenants in common,

whose address is 20829 Donaldson Avenue, Dearborn, Michigan 48124, and 3731 Campbell Avenue, Dearborn, Michigan 48124, respectively,

the following described premises situated in the City of Dearborn County of Wayne and State of Michigan, to-wit:

East 1/2 of Lot 322 and 323, Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and River Road, Town of Springwells, Wayne County, Michigan, Town 2 South, Range 11 East, as recorded in Liber 9, Page 19 of Plats, Wayne County Records.

Commonly known as 20829 Donaldson Avenue, Dearborn, Michigan 48124

RECEIVED APR 27 1979 12 47 PM
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

M.S.A. 7.456(5)(o)

G402575

For the full consideration of No Dollars

Dated this 25th day of April 1979

Witnesses:

Antonio Bonfiglio

Mildred J. Bonfiglio

Signed and Sealed:

EMMA C. BECKER, Individually, and as Trustee under Emma C. Becker Trust Agreement dated March 31, 1975 (L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 25th day of April 1979 EMMA C. BECKER, Individually, and as Trustee under Emma C. Becker Trust dated March 31, 1975

My commission expires July 21, 1979

Antonio Bonfiglio
Notary Public Wayne County, Michigan

Instrument Drafted by Antonio Bonfiglio

Business Address 22214 Garrison, Dearborn, Mi. 48124

Recording Fee $3.00

State Transfer Tax NONE

When recorded return to LINUS L. DROGS, II
3731 Campbell, Dearborn, Mi. 48124

Send subsequent tax bills to

NO REVENUE ATTACHED

Tax Parcel #

A-7

Lawyers Title Insurance Corporation G442922

WARRANTY DEED—Statutory Form

KNOW ALL MEN BY THESE PRESENTS: That MARVIN CLARK and DORIS CLARK, his wife

whose address is 6124 Hussar, Detroit, Michigan 48209

L 20634 PG 926

Grant and Warrant(s) to GENERAL MOTORS CORPORATION, a Delaware Corporation

whose address is 3044 West Grand Boulevard, Detroit, Michigan 48202

the following described premises situated in the City of Detroit

County of Wayne and State of Michigan, viz:

Land in the City of Detroit, County of Wayne, State of Michigan, described as:

West 70 feet of Lots 322 and 323, Plat of Daniel Scotten's Subdivision, as recorded in Liber 9, Page 19 of Plats, Wayne County Records.

SEP 10 1979 FOREST E. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

for the full consideration of TWENTY-SIX THOUSAND DOLLARS ($26,000.00)

subject to easements and restrictions of record.

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

Dated this 5th day of September 19 79

Witnesses:

Charlene Ashbaugh

Pamela J. Smith

Signed and Sealed:

Marvin Clark (L.S.) MARVIN CLARK

Doris Clark (L.S.) DORIS CLARK

(L.S.)

(L.S.)

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 5th day of September 19 79 by MARVIN CLARK and DORIS CLARK, his wife

CHARLENE ASHBAUGH

My commission expires Notary Public, Wayne County, Michigan

Acting in Oakland County

My Commission Expires October 14, 1980

Notary Public

Instrument Drafted by John D. Emery

Business Address 3044 West Grand Boulevard Detroit, Michigan 48202

Tax to be paid on State Treasurer's Certificate, as the property has not been held for FIVE YEARS previous to date of this instrument

No. 2807

SEP 10 1979

Recording Fee 8.00

State Transfer Tax 26.00

No. 3341 State Treasurer's Certificate

The land against the within described property was paid Current tax and special assessments

SEP 10 1979

Lawyers Title Insurance Corp.

1270 W. Big Beaver Troy, Michigan

Attn: Charlene T-7939296

Send subsequent tax bills to

No. S67023

Tax Parcel 16-313 pd

G442922

A-8

Lawyers Title Insurance Corporation G443337 L 20637 PG 503 Form 501, 6-75

KNOW ALL MEN BY THESE PRESENTS: That VICTOR A. ALMAS and MARTHA M. ALMAS, his wife,

whose address is 6628 W. Fort Street, Detroit, Michigan 48209,

Convey(s) and Warrant(s) to GENERAL MOTORS CORPORATION, a Delaware Corporation,

whose address is 3044 West Grand Boulevard, Detroit, Michigan 48202,

the following described premises situated in the City of Detroit,

County of Wayne and State of Michigan, to-wit:

Lots 312, 313, 314 and the South 1/2 of Lot 315, Daniel Scotten's Subdivision, as recorded in Liber 9, Page 19 of Plats, Wayne County Records;

for the full consideration of FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($49,500.00)

subject to Easements and restrictions of record.

G443337

MICHIGAN REAL ESTATE TRANSFER TAX

Dated this 5th day of September in 79.

Witnesses:

Signed and Sealed:

VICTOR A. ALMAS (L.S.)

MARTHA M. ALMAS (L.S.)

SEP 11 1979

FOREST E. YOUNGBLOOD, REGISTER OF DEEDS

WAYNE COUNTY, MICHIGAN 48226 (L.S.)

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 5th day of September in 79 by VICTOR A. ALMAS and MARTHA M. ALMAS, his wife.

My commission expires September 13, 1980

Notary Public, Macomb County, Mich. Acting in Wayne County

Notary Public Wayne County, Michigan

Instrument Drafted by John D. Emery

Business Address 3044 West Grand Boulevard Detroit, Michigan 48202

County Treasurer's Certificate

This is to certify that there are no tax liens on the property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

6007

SEP 11 1979 Wayne County Treasurer

City taxes against this property are paid. Current city and special tax is included (C.L. '48 Section 211.135)

SEP 11 1979

TREASURER

Recording Fee 6.00

State Transfer Tax 54.45

When recorded return to Lawyers Title Ins. 3270 W. Big Beaver, Troy, Michigan Attn: Charlene 1-1999295

Send subsequent tax bills to

NO CHG S.B

Tax Parcel 20-16-16680-7

59295

A-9

L120672PA291

Lawyers Title Insurance Corporation G452549

Form 561 4-75
WARRANTY DEED—Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That ROY SAYYAE and ANNA SAYYAE, his wife,

whose address is 311 N. Military, Detroit, Michigan,

Convey(s) and Warrant(s) to GENERAL MOTORS CORPORATION, a Delaware Corporation,

whose address is 3044 West Grand Boulevard, Detroit, Michigan 48202,

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

Lot 321, Daniel Scotten's Subdivision of
Private Claim 32, as recorded in Liber 9,
Page 19 of Plats, Wayne County Records;

G452549

WAYNE COUNTY
STATE OF MICHIGAN
Dept. of Taxation
REAL ESTATE TRANSFER TAX
OCT 1979
$35.75

for the full consideration of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($32,500.00)

subject to Easements and restrictions of record

RECORDED OCT 10 1979 249 CLOCK P
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Dated this 5th day of October 1979.

Witnesses:

Charlene Ashbaugh
Charlene Ashbaugh

Pamela J. Smith
Pamela J. Smith

Signed and Sealed:

Roy Sayyae (L.S.)
ROY SAYYAE

Anna Sayyae (L.S.)
ANNA SAYYAE

(L.S.)

(L.S.)

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 5th day of October 1979 by ROY SAYYAE and ANNA SAYYAE, his wife.

My commission expires _____ Wayne County, Michigan

Charlene Ashbaugh
Notary Public Wayne County, Michigan

Instrument Drafted by John [illegible]
3044 West Grand Boulevard
Detroit, Michigan 48202

I hereby certify that the transfer of property described in this instrument is in full compliance with the provisions of Act 206, P.A. 1893 as amended, except as noted below:

EXCEPT _____

City Treasurer's Certificate
I hereby certify that the within described property has been assessed for the current year and special taxes excluded

Date OCT 10 1979
Treasurer By [illegible]

Recording Fee _____
State Transfer Tax 35.75

Lawyers Title Ins. Corp.
3270 W. Big Beaver, Troy, Michigan
Attn: Charlene C-7960251

Send subsequent tax bills to _____

SC8265

W-16 16494 Pd

Tax Parcel # _____

A-10

L20715 P303

16-16435

WARRANTY DEED

STATUTORY FORM

G463599

GREAT LAKES TITLE

KNOW ALL MEN BY THESE PRESENTS: That Torsten A. Peters and Ruth Peters, his wife

Residing at 55 Clairview Rd. Grosse Pt. Shores, Michigan

Convey and Warrant [redacted] married woman, assignee of Russell Wischer and Beverly Wischer, his wife

whose Street Number and Postoffice address is 20829 Donaldson, Dearborn, Michigan

the following described premises situated in the City of Detroit County of Wayne and State of Michigan, to-wit: Kent 4 of Lots 322 and 323, Daniel Scotten's Subdivision, of that part of Private Claim 32 and the East 735.00 feet of Private Claim 160, lying between Fort Street and the River Road Town of Springwells, Wayne County, Michigan, T 2 S, R 11 E, as recorded in Liber 8, Page 19 of plats, Wayne County Records.

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

for the sum of Six Thousand & no/100---------- Dollar(s)

subject to restrictions of record and except encumbrances such as have accrued or attached since March 15th 1960 through the acts or omission of persons other than the sellers or their assigns.

RECORDED NOV 10 1967 AT 10 O'CLOCK A.M.
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Dated this 20th day of July A.D. 19[illegible]

Signed, Sealed and Delivered in Presence of:

Frances Urda
Frances Urda

Virginia Kamenko
Virginia Kamenko

Signed and Sealed:

Torsten A. Peters (L.S.)
Torsten A. Peters

Ruth Peters (L.S.)
Ruth Peters

(L.S.)

(L.S.)

MICHIGAN REAL ESTATE TRANSFER TAX
Dept of Treasury
Ida Smith
Receipt No. [illegible]

STATE OF MICHIGAN
County of Wayne } ss.

On this 20th day of July A.D. 19 67 before me personally appeared Torsten A. Peters and Ruth Peters, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they sealed and signed the same as their free act and deed, and represented that they are 21 years of age or older.

Frances Urda
Notary Public, Wayne County, Michigan

My Commission expires Dec 7 A.D. 19 68

PRINT, TYPEWRITE OR STAMP
Names of persons executing this instrument, also name of the Notary Public acknowledgment and expiration

County Treasurer's Certificate

City Treasurer's Certificate

PAID NOV 10 1967

AS PREPARED BY

Prepared by
Neill E. Peters
[illegible] Fairchild Rd.
Detroit, Michigan

When recorded return to
Grantee

Title Insurance Company of Minnesota, Established 1907

Great Lakes Title Agency of Detroit, Inc. for Title Insurance

G463599

A-11

WARRANTY DEED

G470376

1207339 P716 m-29

STATUTORY FORM Rev. 5-72

(1)

X

FOR ALL NOW BY THESE PRESENTS: The Linus L. Droga II, a married man and conveyor of himself and Linus C. Beckerdikose certified death certificate is attached hereto as joint tenants with Rights of survivorship and not as tenants in common and Karen L. Droga, wife of

Residing at Linus L. Droga II 3731 Campbell, Dearborn, Michigan 48124 * AKA Emma C Trentham

Convey and Warrant to Carlos Perez and Gila Perez, his wife

whose Street Number and Postoffice address is 305 North Military, Detroit, Michigan 48209

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

East 1/2 of Lots 322 and 323, Daniel Scotten's Subdivision, as recorded in Liber 9, Page 19 of Plats, Wayne County Records

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

for the full consideration of Six Thousand ($6,000.00) Dollars

subject to easements and restrictions of records and further subject to any liens or encumbrances which may have accrued thereon through the acts or omissions of parties other than the grantors herein since July 13, 1960, that being the date of a certain Land Contract in fulfillment of which this Deed is given.

Dated this 6th day of December A.D. 19 79

Signed, Sealed and Delivered in Presence of:

Timothy J. Lake

Deborah J. Kosch

Linus L. Droga (L.S.)

Karen L. Droga (L.S.)

(L.S.)

(L.S.)

RECORDED DEC 17 1979 at 10 4 minutes A

FOREST E. YOUNGBLOOD, Register of Deeds

WAYNE COUNTY, MICHIGAN 48226

Real Estate Transfer Tax 05.60

STATE OF MICHIGAN
County of WAYNE

On this 6th day of December A.D. 19 79 before me personally appeared Linus L. Droga, II, and Karen L. Droga, his wife.

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and represented that they are 18 years of age or older.

Deborah J. Wierzbicki
Notary Public, Wayne County, Michigan

My Commission expires April 8, A.D. 19 83

Deborah J. Wierzbicki Notary

DRAFTED BY AND WHEN RECORDED RETURN TO: Office

County Treasurer's Certificate

This instrument has been examined and taxes thereon in the amount of $ 1979 not required

Dec 17 1979

Signature

Tax Parcel No.

When Recorded Return To:

GRANTEE'S

Send Subsequent Tax Bills To:

no change

Drafted by: Timothy J. Lake

Business Address: 13240 Michigan Avenue, Dearborn, Michigan 48126

Tax Escrow No. 164225

Recording Fee

Title Insurance Company of Minnesota, Established 1907

MINNESOTA TITLE AGENCY for Title Insurance

G470376

00 0130

A-12

(12)

Lawyers Title Insurance Corporation

G470377

1207390718

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That CARLOS PEREZ and GILA PEREZ, his wife,

whose address is 305 N. Military, Detroit, Michigan 48209,

Convey(s) and Warrant(s) to GENERAL MOTORS CORPORATION, a Delaware Corporation,

whose address is 3044 West Grand Boulevard, Detroit, Michigan 48202,

the following described premises situated in the City of Detroit,

County of Wayne and State of Michigan, to-wit:

East 1/2 of Lots 322 and 323, Daniel Scotten's Subdivision, as recorded in Liber 9, Page 19 of Plats, Wayne County Records;

STATE OF MICHIGAN
Real Estate Transfer Tax
Paid 35.75

G470377

For the full consideration of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($32,500.00)

subject to Easements and restrictions of record.

RECORDED DEC 17 1979 at 10 51 o'clock A.M.
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Dated this 11th day of December 1979.

Witnesses:

Charlene Ashbaugh

Pamela J. Smith

Signed and Sealed:

CARLOS PEREZ (L.S.)

GILA PEREZ (L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 11th day of December 1979 by CARLOS PEREZ and GILA PEREZ, his wife.

My commission expires CHARLENE ASHBAUGH

Notary Public, Wayne County, Michigan

Instrument Drafted by John D. Emery

Drafted at 3044 West Grand Boulevard, Detroit, Michigan 48202

County Treasurer's Certificate

6921

DEC 17 1979

Recording Fee 6.00

State Transfer Tax 35.75

Tax Parcel # 16-785 pd

City Treasurer's Certificate

1199380

Lawyers Title Ins. Corp.

Agent Charlene Ashbaugh

Send subsequent tax bills to Mr. Carlos Perez

A-13

91007621

L124975PA406

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is made on the 16th day of January, 1991, between SYBILL, INCORPORATED, a Michigan Corporation, of 400 Town Center, Suite 300, Dearborn, Michigan 48126, as Mortgagor, and GENERAL MOTORS CORPORATION, a Michigan Corporation, a Delaware Corporation of 3044 West Grand Boulevard, Detroit, Michigan 48202, as Mortgagee.

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee lands located in the City of Detroit, County of Wayne, State of Michigan, more fully described on the Exhibit A attached hereto and made a part hereof, together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all machinery, engines, boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "Premises."

91007621

'91 JAN 15 AM 11:49

FORREST E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MICH.

This Mortgage secures payment and performance of the indebtedness evidenced by a certain promissory note of even date given by Mortgagor, of Mortgagor's obligations to Mortgagee under this Agreement, including all modifications, extensions and renewals thereof (collectively called the "Indebtedness").

Mortgagor further warrants, represents and agrees as follows:

1. Payment of Indebtedness. Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereof, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").

2. Warranties. Mortgagor warrants and represents to Mortgagee that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Mortgagee, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. Mortgagor further represents and warrants to Mortgagee that Mortgagor is duly organized and validly existing in good standing in the state indicated in the first paragraph of this Mortgage; that Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this

82-21918

Mortgage; and that the execution, delivery, and performance hereof by Mortgagor have been duly authorized by appropriate corporate action and will not violate Mortgagor's articles of incorporation or bylaws nor require the approval of its shareholders.

3. Assignment of Leases and Contracts. Mortgagor, to the extent permitted by law, hereby assigns and mortgages to Mortgagee, and grants to Mortgagee a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to all existing and future oral or written leases of all or part of the Premises or of any interest therein and any and all existing and future land contracts or other agreements by which the Premises or any interest therein is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, any such leases, land contracts, or other agreements. Without the prior written consent of Mortgagee, Mortgagor will not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other interest of Mortgagor therein, and will not collect or accept any payment of rent or of principal or interest or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Mortgagor will pay and perform all obligations and covenants required of it by the terms of any such lease, land contract, or other agreement. If Mortgagor shall default in the payment or performance of any such obligation or covenant, then Mortgagee shall have the right, but shall have no obligation, to pay or perform the same on behalf of Mortgagor, and all sums expended by Mortgagee in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Mortgagee upon demand, together with interest at the Default Rate. Nothing contained in this paragraph or in Paragraph [9] hereof shall be construed to constitute consent by Mortgagee to the sale, lease or transfer of the Premises or any interest therein.

4. Taxes. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and will deliver to Mortgagee satisfactory evidence of the payment thereof. If at any time Mortgagor fails to comply with the foregoing sentence, upon request by Mortgagee, Mortgagor will pay to Mortgagee each month, in addition to any payments required on the Indebtedness, a sum equal to one-twelfth of the amount estimated by Mortgagee from time to time to be sufficient to enable Mortgagee to pay, at least thirty days before due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises; and upon demand by Mortgagee, Mortgagor will pay to Mortgagee such additional sums as shall be required to make up any deficiency in the amount necessary to enable Mortgagee to pay fully any of such taxes, assessments, or other similar charges when due. Such sums may be commingled with the general funds of Mortgagee, and no interest shall be payable to Mortgagor with

respect thereto. Upon occurrence of an event of default, as hereinafter defined, Mortgagee may apply any funds of Mortgagor then held under this paragraph against the Indebtedness in such manner as Mortgagee shall determine.

5. Insurance. Mortgagor will cause all buildings, improvements, and other insurable parts of the Premises to be insured against loss or damage by fire, windstorm and such other hazards as Mortgagee from time to time may require, in such amounts and with such insurers as shall be acceptable to Mortgagee, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of the loss, shall be in form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least ten days' prior written notice of any cancellation of, or any material change in, such insurance shall be given to Mortgagee by the insurer. Each renewal of each such policy shall be delivered to Mortgagee at least ten days prior to the expiration date of such policy. Upon the foreclosure of this Mortgage or other transfer of the Premises in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee.

In the event of any loss of or damage to the Premises, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee, and Mortgagee is authorized to settle, adjust, or compromise any claims for loss or damage under any such policy.

6. Maintenance and Repair. Mortgagor will maintain the Premises in good condition and repair; will not commit or suffer any waste thereof; will not remove, demolish, or substantially alter any building or fixture on the Premises without the prior written consent of Mortgagee; will cause to be complied with all laws, ordinances, regulations, or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

7. Mortgagee's Right to Perform; Receiver. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligations of Mortgagor hereunder, including its obligation to keep the Premises in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes,

assessments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Mortgagee in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the Premises or effecting maintenance or repairs or taking any other action pursuant to the preceding sentence. The failure of Mortgagor to pay any of such taxes, assessments or similar charges when due or to procure and maintain any such insurance shall constitute waste and shall entitle Mortgagee to the appointment by a court of competent jurisdiction of a receiver of the Premises for the purpose of preventing such waste, which receiver, subject to the order of the court, may collect the rents and income from the Premises and exercise such control over the Premises as the court shall order.

8. Condemnation. If all or any part of the Premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief therefor shall be paid directly to Mortgagee.

9. Vendee. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Premises, Mortgagee may deal with the vendee or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging, or affecting the liability of Mortgagor hereunder and upon the Indebtedness.

10. Events of Default and Acceleration. Upon the occurrence of any of the following events of default, all or any part of the Indebtedness shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

(a) If Mortgagor shall default in the payment when due (whether by acceleration or otherwise) of the principal of or interest on, or any penalty or late charge with respect to, any indebtedness now or hereafter owing by Mortgagor to Mortgagee, or if Mortgagee shall default in the due performance or observance of any other obligation of Mortgagor to Mortgagee, including, without limitation, any obligation under this Mortgage or under any other mortgage, note, security agreement, loan agreement, lease, pledge agreement, assignment, guaranty, or other agreement, instrument or document heretofore or hereafter executed by Mortgage ("Loan Documents").

(b) If Mortgagor shall default in payment of the principal of or interest on any indebtedness for borrowed money owed to any person other than Mortgagee.

(c) If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any financial statement, loan document or any other document given in connection with the Indebtedness, or any warranty or representation made by any guarantor of the Indebtedness in any guaranty or in any financial statement or other document given in connection therewith, shall be false or inaccurate in any material respect when made.

(d) If Mortgagor or any guarantor of any of the Indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors.

(e) If Mortgagor, without the written consent of Mortgagee, shall sell, convey, or transfer the Premises or any interest therein or any rents or profits therefrom or shall cause or suffer any mortgage, lien, or other encumbrance or any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law.

(f) If all or any material part of the Premises shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or shall be taken by condemnation or power of eminent domain.

(g) If any law or government regulation shall hereafter impose any tax or assessment upon the mortgages or debts secured by mortgages.

(h) If any guaranty that now or hereafter secures payment or performance of any or any part of the Indebtedness shall be terminated or limited, for any reason, without the written consent or agreement of Mortgagee.

(i) If at any time Mortgagee in good faith believes that the prospect of payment or performance of any part or all of the Indebtedness is impaired.

(j) If any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the Premises shall be declared by the lessor or seller thereunder to be forfeited or terminated or if any suit or other action shall be commenced to foreclose any such land contract or to recover possession of all or any part of the Premises by reason of any default or alleged default under any such lease, land contract, or agreement.

If a voluntary or involuntary case in Bankruptcy or receivership shall be commenced by or against Mortgagor or any guarantor of any of the Indebtedness, then the entire Indebtedness shall

automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Loan Document.

11. Remedies. Mortgagee shall have the rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the Indebtedness shall not be paid upon maturity, Mortgagee shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor shall be part of the Indebtedness and shall bear interest at the Default Rate.

(c) To foreclose this Mortgage by action pursuant to applicable law.

(d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with Chapter 32 of the Michigan Revised Judicature Act, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor. In the event of public sale, the Premises, at the option of Mortgagee, may be sold in one parcel.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided

by law. In this Mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof or otherwise.

12. Security Interest in Fixtures. Mortgagor grants to Mortgagee a security interest in any fixtures now or hereafter located on the Premises. If the Indebtedness shall not be paid upon maturity, Mortgagee, at its option, may enforce this security interest in fixtures under the Michigan Uniform Commercial Code or other applicable law or may include the fixtures in any foreclosure of this Mortgage under Paragraph 11 hereof. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Mortgagee sends the notice at least five (5) days prior to the date of sale or other disposition.

13. Waivers.

(a) Mortgagor and any other person hereafter obtaining any mortgage or lien upon, or any other interest in, the Premises waives, with respect to any foreclosure of this Mortgage, (1) any right to marshaling of the Premises and any right to require a minimum bid or "upset" price, and (2) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability of any personal for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any Mortgage or lien upon, or other interest in, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.

(c) Mortgagor (1) waives notice of any advances or other extensions of credit included in the Indebtedness, (2) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security thereof before exercising its rights and remedies under this Mortgage, and (3) that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

14. Expenses. Mortgagor shall pay to Mortgagee on demand any and all expenses, including attorneys' fees and legal expenses, paid or incurred by Mortgagee in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights

of and obligations to Mortgagee under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action, and all expenses shall be part of the Indebtedness and shall bear interest, from the date paid or incurred by Mortgagee, at the Default Rate.

15. Application of Proceeds. In the event of the payment to Mortgagee, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the Premises at foreclosure, Mortgagee shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Mortgagee shall in it sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.

16. Notices. All notices to Mortgagor and to Mortgagee shall be deemed to be duly given when delivered personally or mailed, certified, return receipt requested, with postage prepaid, to the address of Mortgagor appearing on the first page hereof, and to the Mortgagee: the Vice-President in charge of Real Estate, the Executive Director Corporate Services or the Director of Argonaut Realty, General Motors Corporation, 485 West Milwaukee Avenue, Detroit, Michigan 48202.

17. Binding Effect. The provision of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors, assigns, heirs, executors, administrators and personal representatives.

18. Severability. If any provisions of this Mortgage shall be prohibited or unenforceable by any applicable law the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.

19. Environmental Representations and Warranties. Mortgagor further represents and warrants that (i) neither Mortgagor, nor any other party, is, or will be involved in operations at the Premises, which operations could lead to (A) the imposition of liability under any Hazardous Material laws on Mortgagor, or on any subsequent or former owner of the Premises; or (B) the creation of a lien on the Premises under any Hazardous Material laws; and (ii) Mortgagor will not permit, any tenant or occupant of the Premises to engage in any activity that could impose liability under any Hazardous Material laws on such tenant or occupant, on Mortgagor or on any other owner of any of the Premises.

20. Environmental Covenants.

(a) Mortgagor shall comply strictly and in all respects with the requirements of any Hazardous Material laws and related regulations and shall notify Mortgagor immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Premises.

21. Indemnity.

(a) Mortgagor does hereby absolutely, unconditionally, and irrevocably indemnify and hold harmless, Mortgagee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Mortgagor, whether as mortgagee in possession, or as successor-in-interest to Mortgagor by foreclosure deed or deed in lieu of foreclosure or otherwise, with respect to:

(i) any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Premises whether or not the same originates or emanates from the Premises, including any loss of value of the Premises as a result of any of the foregoing; or

(ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws; or

(iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Premises; and/or

(iv) any other environmental matter affecting the Premises within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.

Mortgagor's obligations under this Agreement shall arise upon the discovery of the presence of any hazardous Material, whether or not the Environmental Protection Agency, any other federal agency or any state, county, or municipal environmental agency has taken or threatened any action in connection with the presence of any Hazardous Material.

(b) In the event of any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Premises, whether or not the same originates or emanates from the Premises, and/or if Mortgagor shall fail to comply with any of the requirement of any Hazardous Material laws or related regulations or any other environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Premises and/or take any and all other actions as Mortgagee shall deem necessary or advisable in order to abate the discharge of any Hazardous Material, remove any Hazardous Material, or cure Mortgagor's noncompliance.

(c) It is the intention of Mortgagor that the provisions of this Agreement shall supersede any provisions herein, in the Note or in any other loan document which in any way limits the personal liability of Mortgagor and that Mortgagor shall be personally liable for any obligations hereunder, even if the amount of liability incurred exceeds the amount secured hereby. All of the representations, warranties, covenants, and indemnities herein shall survive the repayment of the Note and the release of the lien of the Mortgagor and shall survive the transfer, if any, of any or all right, title, and interest in and to the Premises by Mortgagor to any party, whether or not affiliated with Mortgagor.

22. Definition.

The term "Hazardous Material" means (a) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (b) such substances, materials, or wastes as are regulated by the Resource Conversation and Recovery Act of 1976 or the comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (c) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date and year first above written.

WITNESSES:

Mary J. Cobbin

Mary J. Cobbin

J Claibourne Kelly

SYBILL, INCORPORATED

BY: Vasilios C. Madias

ITS: President

Mortgagor

STATE OF MICHIGAN)
COUNTY OF Oakland)SS.

The foregoing instrument was acknowledged before me this 8th day of January, 1991, by Vasilios C Madias and President ~~and~~ ~~respectively~~, of SYBILL, INCORPORATED, a Michigan Corporation, on behalf of the Corporation.

Mary J. Cobbin Notary Public
Oakland County, Michigan
My Commission Expires: 11/2/92

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

J. Claibourne Kelly
Colombo & Colombo
1500 North Woodward, Suite 300
P.O. Box 3012
Birmingham, Michigan 48012-3012
(313) 645-9300

PARCEL -A-

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area.

Tax I.D. No: WARD 16, Item 16494-503
WARD 23, Item 83.343

EXHIBIT "A"

PARCEL -B-

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minute 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Containing 2.848 acres, more or less, of land in area.

Tax I.D. No: WARD 16, Item 15840-7

A-14

STEAM SERVICE AGREEMENT

AGREEMENT made as of [illegible], between SYBILL, INCORPORATED, a Michigan corporation, having its principal office at 400 Town Center, Suite 300 Dearborn, Michigan, 48126, herein referred to as Company, and GENERAL MOTORS CORPORATION, having its principal office at 3044 West Grand Boulevard, Detroit, Michigan, 48202, herein referred to as GM.

WHEREAS, Company and GM entered into a Purchase and Sale Agreement wherein GM has sold a portion of GM's Fisher Guide Division Fort Street Plant to Company, the legal description of which is set forth more fully on Exhibit "A", attached hereto and incorporation herein (the "Property").

WHEREAS, a power plant is located on the Property which provides steam heat to the buildings comprising the balance of GM's Fort Street Plant located west of Dragoon Avenue, which has not been sold to the Company (the "Heated Property").

WHEREAS, said Agreement provides that the Company shall provide steam heat to the Heated Property, as more specifically set forth below.

In consideration of the mutual covenants contained in this agreement, Company and GM agree as follows:

SECTION ONE
AGREEMENT TO PROVIDE STEAM

Company promises to sell and deliver to GM, and GM promises to purchase from Company during the term of this agreement, all the steam that shall be required for heating purposes as specified in this agreement on GM's premises on the Heated Property, all in accordance with requirements reasonably established by GM.

SECTION TWO
MANNER OF PAYMENT

All steam delivered under and pursuant to this agreement shall be paid to the Company at the above address within thirty (30) days of presentation to GM of a bill for such services accompanied by appropriate documentation.

SECTION THREE
RATES

GM shall pay Company the greater of Company's actual cost to generate the steam heat or those rates charged by steam suppliers in the Southeastern Michigan area. Company's cost shall mean out-of-pocket expenses incurred by Company in generating the steam heat, without mark up, and as determined by generally accepted accounting principles. Upon request and at reasonable times, GM

82-21918

may review and audit Company's books and records to determine the veracity of said costs. During the 1990-1991 heating season, Company agrees to use the services of the independent contractor currently being used by GM to operate the power plant.

SECTION FOUR
USE AND ASSIGNMENT OF STEAM

GM agrees that such steam shall only be for heating of the Heated Property. Company agrees that in the event of selling, leasing, or otherwise disposing of the Heated Property or the business on such premises in which such steam is used, GM may, without Company's consent, assign this agreement to the lessee or purchaser thereof. The rights and obligations contained herein shall burden and benefit the parties' successor-in-interests in the Property and the Heated Property.

SECTION FIVE
TERM

This agreement shall continue in force for the term of ten (10) years from and after the date first above written. Either party and its successor shall have the right to extend the term of this Agreement, upon the same terms and conditions, for four (4) further five (5) year terms by giving written notice no later than 90 days prior to expiration of the initial or renewal term(s). Notwithstanding the above, GM or its successor or assign, shall have the right to terminate this Agreement at any time upon thirty (30) days prior written notice.

SECTION SIX
PLACE OF DELIVERY

Steam shall be delivered by Company to GM at the point where pipes owned, leased, or under license by GM contact Company's pipes.

SECTION SEVEN
ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION EIGHT
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be

binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE
GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed and enforced with the laws of the State of Michigan.

SECTION TEN
NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, this Steam Service Agreement has been executed by Company on January 10, 1991, and by GM on January 11, 1991.

Witnesses:

Mary Clifton

J. CLAIBORNE KELLY

COMPANY:
SYBILL, INCORPORATED

By: VASILIOS C. MADIAS, President

Attest:

GM:
GENERAL MOTORS CORPORATION

By:

Attest:

Shirley Rose

Bernice C. Heady

BERNICE C. HEADY

APPROVED EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY Susan Dunlopne

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 11th day of January, 1991, before me, the Subscriber, a Notary Public in and for said County, personally appeared Vasilios C. Madias and _____ to me personally known, who being by me duly sworn, did say that they are President and _____ of SYBILL, INCORPORATED, a Michigan corporation, and that said instrument was signed and sealed in behalf of said Corporation by

authority of its Board of Directors and the said Vasilios C. MADIAS and _____ acknowledged said instrument to be the free act and deed of said SYBILL, INCORPORATED.

Mary J. Cutbirth, Notary Public
Wayne County, Michigan
My commission expires: 1/2/92

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 8th day of November, 1991, before me, the Subscriber, a Notary Public in and for said County, personally appeared G.G. Fox and MARTIN J. DARVICH to me personally known, who being by me duly sworn, did say that they are a DIRECTOR-ARGENNUT REALTY and ASSISTANT SECRETARY of GENERAL MOTORS CORPORATION, a Delaware corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said G.G. Fox and MARTIN J. DARVICH acknowledged said instrument to be the free act and deed of GENERAL MOTORS CORPORATION.

Bernice C. Heady, Notary Public
Acting in Oakland County
Wayne County, Michigan
My commission expires: 8-14-94

BERNICE C. HEADY
NOTARY PUBLIC, OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 8-14-94

THIS DOCUMENT PREPARED BY
AND RETURN TO:

J. Claibourne Kelly, Esq.
COLOMBO & COLOMBO
1500 N. Woodward, Ste. 300
P.O. Box 3012
Birmingham, MI 48012-3012
(313) 645-9300

PARCEL -A-

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area.

Tax I.D. No. WARD 16, Item 16494-503
WARD 23, Item 83.343

EXHIBIT "A"

LI24975PA424

PARCEL -B-

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minute 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Containing 2.848 acres, more or less, of land in area.

Tax I.D. No: WARD 16, Item 15840-7

A-15

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L124975PA425

OPTION AGREEMENT

SYBILL, INCORPORATED, a Michigan corporation, 400 Town Center, Suite 500, Dearborn, Michigan, 48126, (referred to in this Option Agreement as "Seller"), in consideration of Buyer's transfer of the property (as defined below) to Seller, hereby grants to GENERAL MOTORS CORPORATION, a Delaware corporation, 3044 West Grand Blvd., Detroit, Michigan, 48202, or it successors and assigns (referred to in this Option Agreement as "Buyer"), the exclusive right and option (the "Option") to purchase the three (3) story brick powerhouse building, located on real property situated in the City of Detroit, County of Wayne, State of Michigan, and described in the legal description set forth on Exhibit "A" attached hereto and made a part hereof, together with all fixtures and equipment located in the building and with a permanent non-exclusive easement for ingress and egress to the building as more fully described below (which is collectively referred to in this Option Agreement as the "Property").

91007623

The Option is given on the following terms and conditions and, if it is exercised by the Buyer, this Option Agreement shall constitute the parties' purchase and sale contract.

1. Exercise of Option.

   a) The Option may be exercised by the Buyer or its successor or assign by written notice to Seller within one (1) year of Buyer's transfer of ownership of Buyer's real property adjacent to the Property and known as Buyer's Fisher Guide Division Fort Street Plant complex located West of Dragoon Avenue (the "Adjacent Property").

82-21918

b) Notwithstanding anything to the contrary contained herein, this Option shall expire, whether or not Buyer has sold or transferred the Adjacent Property, five (5) years from the date Seller executes this Option.

2. Purchase Price; Closing.

a) Buyer shall pay One Hundred Twenty-Five Thousand Dollars ($125,000.00) for the Property. The purchase price, as adjusted, shall be paid in full at the closing, by cashier's check or bank money order.

b) The closing shall be held at such a time and date as the parties may agree upon at the office of the attorney or other closing agent designated by Buyer; provided, however, that closing must take place on or before thirty (30) days after this Option is exercised unless delayed by reason of title work or Seller's efforts to cure title defects (in which case an addition thirty (30) days shall be permitted for closing).

3. Title.

a) Seller shall convey good and marketable title to the Property (free from all liens, encumbrances, and restrictions) by a statutory warranty deed in recordable form. Seller shall within ten (10) days after Buyer exercises the Option, obtain a commitment issued by a reputable title insurance company for a standard form owner's policy of title insurance in the full amount of the purchase price. Seller shall be responsible for the cost of the title premium.

b) If the title insurance commitment discloses any unpermitted matters of title or that Seller's title is not good and marketable, Buyer may, it its discretion, (i) accept title in its existing condition; (ii) declare this Option Agreement to be null an void and be returned all moneys paid (in which case neither party shall be further obligated to the other); (iii) require Seller to cure the defect within sixty(60) days; or (iv) cure the defects.

4. Possession. Buyer shall have possession of the Property immediately following the closing.

5. Taxes and Assessments. All real property taxes and assessments in respect of the Property first becoming a lien or due and payable or both prior to the closing shall be paid by Seller without proration prior to the closing. The parties agree to cooperate in obtaining a tax split if one is required.

6. Casualty Loss. If the Property should be damaged or destroyed during the period from the exercise of this Option and until the closing, Buyer may either (i) rescind the Option and be returned all moneys paid (in which case neither party shall have any further obligation to the other), or (ii) exercise the Option and complete the purchase, in which case Buyer shall receive all insurance proceeds paid or to be paid for such loss or damage.

7. Right to Enter Property. During the term of this Option Agreement, Buyer may enter the Property to make test boring, surveys, studies, or for any other purposes commensurate with ascertaining the suitability of the Property for Buyer's purposes. Buyer shall hold Seller harmless from any and all liability or damages which Seller may sustain by reason of any entry on the land by Buyer or its agents. If the Option is not exercised, Buyer shall return the Property to Seller in the same condition and status as it was in at the time this Option Agreement was executed. In the event Buyer's inspectors reveal a condition which in Buyer's sole discretion, is unsatisfactory, Buyer may terminate its exercise of the Option by delivering written notice to Seller at any time prior to closing.

8. Successor and Assigns. This Option Agreement shall be binding upon and inure to the benefit of the parties hereto an their respective successors and assigns. Provided, however, that this Option may be assigned by Buyer only to Buyer's successor-in-interest of the Adjacent Property

9. Exclusivity. Seller shall not, prior to the expiration of the Option term or, if the Option is exercised, prior to the closing, sell, convey, further mortgage or option the Property.

10. Easement. Included in the Purchase Price shall be a permanent easement from Dragoon Avenue to the powerhouse building for ingress and egress purposes reasonably necessary for access to and operation of the powerhouse building. The area subject to the easement shall be the fenced in area which is bounded by Dragoon Avenue, the powerhouse building, the incinerator building and the existing fence. The parties will execute a written and recordable easement evidencing the above at the closing.

11. Disconnection of Incinerator. Buyer, or Buyer's successor or assign which exercises this Option, may, at its expense, disconnect the powerhouse building from the incinerator. Seller agrees to grant Buyer, its successor and assign, without

charge, access to the incinerator building as is reasonably necessary for the disconnection.

This Option Agreement has been executed by Seller on JANUARY 10 1991 and by Buyer on January 11, 1991.

Witnesses:

Mary J. Cubbin

J CLAY BOURNE KELLY

SHIRLEY ROSE

BERNICE C. HEADY

SELLER:
SYBILL, INCORPORATED

By: Vasilios C. Medias
VASILIOS C. MEDIAS

~~Attest:~~

BUYER:
GENERAL MOTORS CORPORATION

By: G.A. FOX
G.A. FOX

Attest: MARTIN I. DARVICK

EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY Susan Daniere

Approved

STATE OF MICHIGAN)
) SS
COUNTY OF ~~WAYNE~~ OAKLAND)

On this 11th day of January, 1991, before me, the Subscriber, a Notary Public in and for said County, personally appeared Vasilios C. Medias and _____ to me personally known, who being by me duly sworn, did say that they are PRESIDENT and _____ of SYBILL, INCORPORATED, a Michigan corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said Vasilios C. Medias and _____ acknowledged said instrument to be the free act and deed of said SYBILL, INCORPORATED.

Mary J. Cubbin, Notary Public
Oakland ~~Wayne~~ County, Michigan
My commission expires: 11/2/92

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 9th day of January, 1991, before me, the Subscriber, a Notary Public in and for said County, personally appeared G. A. Fox and Martin I. Darvick to me personally known, who being by me duly sworn, did say that they are

a Director Real Estate and Assistant Secretary of GENERAL MOTORS CORPORATION, a Delaware corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said G. G. Fox and Martin J. Darvick acknowledged said instrument to be the free act and deed of GENERAL MOTORS CORPORATION.

Bernice C. Heady
Oakland County, Notary Public
Notary in Wayne County, Michigan
My commission expires: 8-14-94

THIS DOCUMENT PREPARED BY
AND RETURN TO:

J. Claibourne Kelly, Esq.
COLOMBO & COLOMBO
1500 N. Woodward, Ste. 300
P.O. Box 3012
Birmingham, MI 48012-3012
(313) 645-9300

BERNICE C. HEADY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 8-14-94

~~Sheet 1 of 2 Sheets~~ Survey No. 17709

PARCEL -A- L124975PA431

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area.

Tax I.D. No.: WARD 16, Item 16494-503
WARD 23, Item 83.343

EXHIBIT "A"

A-16

91007620

91 JAN 15 PM 12:02

CLERK YOUNGBLOOD
REGISTER OF DEEDS

L 24975-433

LIMITED COVENANT DEED

THIS DEED made and entered into this 1st day of January, 1991, by and between GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to do business in the State of Michigan, having its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Seller" and SYBILL, INCORPORATED, a Michigan corporation, with an office at 400 Town Center, Suite 300, Dearborn, Michigan, 48126, hereinafter referred to as the "Purchaser".

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

That said Seller, for and in consideration of the sum of Five Hundred Thousand & 00/100 ($500,000.00) Dollars paid by said Purchaser, the receipt of which is hereby acknowledged, does by these presents, sell and convey to the Purchaser, the following described real estate situated in the City of Detroit, County of Wayne, State of Michigan, (the "Premises") to-wit:

See Exhibit "A", a two (2) page exhibit, attached hereto and a made a part hereof.

Subject to all building lines, conditions, building and use restrictions, easements, license and/or zoning ordinances, and any restrictive covenants of record.

By acceptance of this Deed, Purchaser covenants and agrees that Purchaser, its successors, assigns, or tenants shall not treat, store, or dispose of any hazardous substances, hazardous wastes, or toxic substances as those terms are defined under CERCLA, 42 U.S.C. 9601 et seq., RCRA 42 U.S.C. 6901 et seq., or [illegible] on or below the Premises without Seller's written consent which shall not be unreasonably withheld,

1890 not examined

36

WAYNE COUNTY TREASURER

01/14/91 11:09AM DEEDS $6.00

822918

JAN 17 1991

TREASURER

01-14-91

and shall maintain generator-only status; provided, however, that Purchaser or its successors, assigns, or tenants may: (1) accumulate such substances or wastes as allowed under applicable laws and regulations for off-site treatment, storage, or disposal so long as such substances or wastes are generated on-site, and (2) use commercial products on-site which may contain such substances.

To have and to hold the same, together with all rights and appurtenances to the same belonging, unto the Purchaser and to its successors and assigns forever. The Seller hereby covenanting that it and its successors and assigns shall and will warrant and defend the title to the property unto the said Purchaser and to its successors and assigns forever, against the lawful claims of all persons claiming by, from, through or under Seller but none other.

IN WITNESS WHEREOF, the Seller has executed these presents the day and year first written.

IN THE PRESENCE OF:

GENERAL MOTORS CORPORATION
a Delaware corporation

By: G.G. Fox
Attest: Martin I. Darvick

EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY Susan Lewis

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 2nd day of January, 1991, the Director, Real Estate and Assistant Secretary, G.G. Fox and Martin I. Darvick

respectively, of GENERAL MOTORS CORPORATION, a Delaware corporation, on behalf of the Corporation.

Notary Public
_____ County, MI
My commission expires: _____

This instrument prepared by:

J. Claibourne Kelly, Esq.
COLOMBO & COLOMBO
1500 N. Woodward, Ste. 300
P.O. Box 3012
Birmingham, MI 48012-3012
(313) 645-9300

After recording, return to:

WHEN RECORDED RETURN TO:
TICOR TITLE INSURANCE COMPANY
1500 NORTH WOODWARD AVE.
SUITE 100
BIRMINGHAM, MICH. 48009

PARCEL -A-

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotter's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area. Tax I.D. No: WARD 16, Item 16494-503 & WARD 23, Item 83.343

EXHIBIT "A" to Limited Covenant Deed
Grantor: General Motors Corporation
Grantee: Sybill, Incorporated

PARCEL -B-

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minute 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Containing 2.848 acres, more or less, of land in area.

Tax I.D. No: WARD 16, Item 15840-7 PER ASSESSORS

A-17

C106742

CLAIM OF LIEN*

L125509PA181

NOTICE IS HEREBY GIVEN that on the 14th day of August, 1991,

Sinelli Concrete Co. 12719 Beech Daly Redford, Mich. 48239
(Name) (Address)

first provided labor or material ~~[illegible]~~ to M R M Contracting
(Legal Description
1101 Bembridge, Rochester Hills, Mich. 48307 for an improvement to SEE ATTACHED
of Real Property from ~~[illegible]~~ REAL ESTATE PROPERTY REPORT
Sybill, Incorporated, a Michigan Corp.
, the (owner) (~~[illegible]~~) of which property is
111 Military - Detroit SEE ATTACHED
(Name of Owner ~~[illegible]~~) FROM REAL ESTATE PROPERTY REPORT

The last day of providing labor or material was on the 18th day of October, 1991.

The lien claimant's contract amount, including extras, is $ 16,059.34. The lien claimant has received payment thereon in the total amount of $ None and therefor claims a construction lien upon the above-described real property in the amount of $ 16,059.34.

SEE ATTACHED LEGAL DESCRIPTION

**

C106742
92 JAN -7 PM 1:01
FORESTE E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

RETURN TO:

Sinelli Concrete Inc.
Lien Claimant

Connie Palgut
By: Connie Palgut-Agent
Signature of ~~Lien Claimant~~, Agent ~~[illegible]~~

Date 1/6/92

Address: 12719 Beech Daly
Redford, Mich. 48239

STATE OF MICHIGAN } SS.
COUNTY OF Wayne

Winifred Chambers

Subscribed and sworn to before me this 6th day of January, 19 92.
Winifred Chambers
Notary Public, Wayne
County, Michigan. My commission expires: Wayne 7/16/94

RETURN TO:

Sinelli Concrete Inc.
12719 Beech Daly
Redford, Mich. 48239

PREPARED BY: Connie Palgut
Name: Connie Palgut-Agent

Address: 12719 Beech Daly, Redford, Mich. 48239

*This form should be used only by a lien claimant who is a contractor, subcontractor or supplier. It should not be used by a lien claimant who is a laborer.

**If the claim of lien has been assigned insert here: "The construction lien having been assigned, this claim of lien is made by _____ as assignee thereof."

Proof of Service of Notice of Furnishing, if required by law, must be attached.

LF-1

FORESTE E. YOUNGBLOOD REGISTER OF DEEDS WAYNE COUNTY MICHIGAN

JAN. 7, 1992

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23m
L

PARCEL - A -

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Tax I.D. No.: Ward 16, Item 16494-503 & Ward 23, Item 83.343
EXHIBIT "A" to Limited Covenant Deed
Grantor: General Motors Corp.
Grantee: Sybill, Inc.

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Containing 2.848 acres, more or less, of land in area.
Tax I.D. No.: Ward 16, Item 15840-7

FOREST E. YOUNGBLOOD REGISTER OF DEEDS WAYNE COUNTY MICHIGAN JAN. 7, 1992

PROOF OF SERVICE OF NOTICE OF FURNISHING

State of Michigan } SS.
County of Wayne

L125509PA184

Connie Palgut-Agent, a person of suitable age and discretion, as the duly authorized agent for Sinelli Concrete Inc., 12719 Beech Daly, Redford, Mich. 48239, being first duly sworn in accordance with the law, deposes and says:

*That on the 22nd day of August A.D. 19 91 he/she mailed a Notice of Furnishing (a true and exact copy of which is attached hereto) by U.S. Certified Mail and with postage fully prepaid thereon to the following person(s) with the certified number as indicated:

Addressee and Address	Certified Number	Indicate whether Designee or Contractor
Donald A. McGlone 3345 Greenfield Melvindale, Mich. 48122	P 250 676 766	Designee

OR

**That on the _____ day of _____ A.D. 19_____ he/she personally served a true copy of a Notice of Furnishing (a true and exact copy of which is attached hereto) upon the following person(s) by handing said true copy of said Notice of Furnishing to_____ personally.

Addressee and Address	Indicate whether Designee or Contractor

Sinelli Concrete Inc.
Connie Palgut-Agent

Subscribed and sworn to before me

this 6th day of January A.D. 19 92

Winifred Chambers
Notary Public, Wayne County, Michigan

My commission expires: 7/16/94

*Use if service was by certified mail.
**Use if service was made personally.

POS-1

NOTICE OF FURNISHING

L125509PA185

TO: Donald A. McGlone, 3345 Greenfield, Melvindale, MI 48122

[1](Name & Address of designee (or owner, or lessee) from notice of commencement)

Please take notice that the undersigned is furnishing to MRM Contracting
1011 Bembridge, Rochester Hills, MI 48307
(Name & Address of other contracting party)

Certain ~~Labor or~~ Material for Ready-Mix Concrete work
(Describe type of work)

in connection with the improvement of the real property described by the notice of commencement,[2] a copy of which is attached or which is recorded in Liber _____, on page _____, Wayne (Name of County) records or a copy of the legal description of the real 111 Military, Detroit, MI 48209 property subject to this lien is attached hereto.

WARNING: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENT TO YOUR PROPERTY.

SINELLI CONCRETE INC.
(Name & Address of Lien Claimant)

By Thomas A. Sinelli
(Name & capacity of party signing for lien claimant)
THOMAS A. SINELLI, Pres.

Date: August 22, 1991 12719 Beech Daly, Redford, MI 48239
(Address of party signing)

[1] If no designee is named in the Notice of Commencement, use owner or lessee named. If no notice of commencement recorded or given, use name and address from County records.

[2] If liber and page of recording are not available, a copy of the Notice of Commencement may be attached. If no Notice of Commencement is available or if legal description thereon is not correct, a correct legal description should be attached.

[3] Notice of Furnishing is required to be provided to the General Contractor, if any, as named in the Notice of Commencement.

FORM NOF-1

A-18

124335 L125548 PG807

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

TRIANGLE ELECTRIC COMPANY,
a Michigan Corporation,

Plaintiff,

92-202808 CK 1/30/92
JDG: PAUL S. TERANES
TRIANGLE ELECTRIC COMPANY
VS
SYBILL INC

vs.

SYBILL INC., a Michigan Corporation,
NAVE, INC., a Michigan
Corporation, GENERAL MOTORS
CORPORATION, a Delaware Corporation,

Defendants.

_____/

James R. Case (P31583)
Mark M. Cunningham (P38408)
Eric I. Lark (P45207)
KERR, RUSSELL AND WEBER
Attorneys for Plaintiff

_____/

NOTICE OF LIS PENDENS

Notice is hereby given that a suit has been commenced and is pending in the above Court upon Complaint filed by the above-named Plaintiff against the above-named Defendants for the enforcement of a construction lien and that the premises to be effected by said suit are

2R
17K

situated in the City of Detroit, County of Wayne, State of Michigan, and are further described as follows: See attached legal description.

KERR, RUSSELL AND WEBER

By: _____
James R. Case (P31583)
Mark M. Cunningham (P38408)
Eric I. Lark (P45207)
Attorneys for Plaintiff
2100 Comerica Building
Detroit, Michigan 48226
(313) 961-0200

Dated: January 30, 1992

DRAFTED BY AND WHEN RECORDED RETURN TO:

Eric I. Lark (P45207)
Kerr, Russell and Weber
2100 Comerica Building
Detroit, Michigan 48226

FOREST E. YOUNGBLOOD WAYNE COUNTY REGISTER OF DEEDS, MICHIGAN
JAN. 30, 1992

PARCEL -A-

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area.

Tax I.D. No: WARD 16, Item 16494-503
WARD 23, Item 83.343

EXHIBIT "C"

FOREST E. YOUNGBLOOD WAYNE COUNTY REGISTER OF DEEDS, MICHIGAN
JAN. 30, 1992

A-19

CAM CONSTRUCTION ASSOCIATION OF MICHIGAN

Form No. LL0008

C107202

CLAIM OF LIEN FOR CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER

LI 25693 PA 592

Notice is hereby given that on the 17th day of December, 19 91, Spaulding Electric Company,
(name of lien claimant)
whose address is 1350 Michigan Avenue, Detroit, MI 48226,
first provided labor or material for an improvement to: 111 Military Street, Detroit, Wayne County (Formerly known as General Motors Fisher Guide Plant)

- see attached -

(legal description of real property from Notice of Commencement)

The (Owner) (~~Lessee~~) of the above described real property is Sybill, Inc. 400 Town Center, Suite 300, Dearborn, MI 48126
(name of Owner or Lessee from Notice of Commencement)

The last day of providing labor or material was the 14th day of January, 19 92.

The lien claimant's contract amount, including extras, is $ 16,604.68.

The lien claimant has received payment in the total amount of $ -0-, and therefore claims a construction lien upon the above described real property in the amount of $ 16,604.68.

Spaulding Electric Company
1350 Michigan Ave, Detroit 48226
(name and address of lien claimant)

BY: W.G. Spaulding, President
(signature of lien claimant, agent or attorney)

1350 Michigan Avenue
Detroit, MI 48226
(address of party signing claim of lien)

Dated: April 8, 1992

Prepared By: (and Return To:)

Stacy Van Oast
(name)
1350 Michigan Avenue
Detroit, MI 48226
(address)

Subscribed and sworn to before me this 8th day of April, 1992

Josephine L. Bals

Notary Public Josephine L. Bals
Wayne County Michigan

My commission expires: 11-8-94

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

INSTRUCTIONS:

(1) CLAIM OF LIEN TO BE RECORDED WITH COUNTY REGISTER OF DEEDS WITHIN 90 DAYS OF LAST LABOR OR MATERIAL.

(2) ATTACH PROOF OF SERVICE OF NOTICE OF FURNISHING TO CLAIM OF LIEN AT TIME OF RECORDING.

(3) IF CLAIMANT IS A "CONTRACTOR", CONTRACTOR MUST DELIVER A SWORN STATEMENT TO THE OWNER/LESSEE BEFORE RECORDING THE CLAIM OF LIEN.

CODE: 16

PARCEL NUMBER ----------SHORT LEGAL DESCRIPTION

PARCEL ADDRESS — CONDO APT
15229.002L 121 S MILITARY
BETWEEN E JEFFERSON &
SUBDIVISION NAME
DANIEL SCOTTENS SUB (PLATS)
LIBER PAGE OF SUBDIVISION 9/ 19

SIDE	ASSESSING STREET	LOT RANGE	CODE
E	S MILITARY	SEE COMPLETE LEGAL	2

LAND SIZE	CAPTION	ASSESSMENT ROLL BOOK NOS.
19,776 SQ FT	16/8	WARD/BK 06 ROLL/BK 066

PARCEL ADDRESS — CONDO APT
15240-7 151 MILITARY
BETWEEN & HUSSAR
SUBDIVISION NAME
DANIEL SCOTTENS SUB (PLATS)
LIBER PAGE OF SUBDIVISION 9/ 19

SIDE	ASSESSING STREET	LOT RANGE	CODE
E	MILITARY	SEE COMPLETE LEGAL	2

LAND SIZE	CAPTION	ASSESSMENT ROLL BOOK NOS.
123,630 SQFT	16/8	WARD/BK 06 ROLL/BK 066

PARCEL ADDRESS — CONDO APT
15248. 302-6 MILITARY
BETWEEN HUSSAR &W FORT
SUBDIVISION NAME
DANIEL SCOTTENS SUB (PLATS)
LIBER PAGE OF SUBDIVISION 9/ 19

SIDE	ASSESSING STREET	LOT RANGE	CODE
E	MILITARY	336&337	1

LAND SIZE	CAPTION	ASSESSMENT ROLL BOOK NOS.
50X120	16/8	WARD/BK 06 ROLL/BK 066

PARCEL ADDRESS — CONDO APT
15249. 312 MILITARY
BETWEEN HUSSAR &W FORT
SUBDIVISION NAME
DANIEL SCOTTENS SUB (PLATS)
LIBER PAGE OF SUBDIVISION 9/ 19

SIDE	ASSESSING STREET	LOT RANGE	CODE
E	MILITARY	338	1

LAND SIZE	CAPTION	ASSESSMENT ROLL BOOK NOS.
30X120	16/8	WARD/BK 06 ROLL/BK 066

LAST WARD ITEM ON PAGE:
15849. 8

FULL LEGAL DESCRIPTION----------

E--S MILITARY
N 20 FT ON W LINE BG N
91 FT ON E LINE OF THAT PT 74
LYG 1' OF CAVALRY AVE N
OF SPUR TRACK R/W
S 20 FT 81
DANIEL SCOTTENS SUB
L9 P19 PLATS, W C R
16/8 19,776 SQ FT

E MILITARY N 20 FT 81
82 & 89
330 THRU 335
W 27 FT 350
351 THRU 355
& VAC ALLEYS ADJ
EXC CAVALRY AS OPENED
DANIEL SCOTTEN SUB
L9 P19 PLATS, W C R
16/8 123,630 SQ FT

E MILITARY 336&337
DANIEL SCOTTENS SUB
L9 P19 PLATS, W C R
16/8 50 X 120

E MILITARY 338
DANIEL SCOTTENS SUB
L9 P19 PLATS, W C R
16/8 30 X 120

CAM CONSTRUCTION ASSOCIATION OF MICHIGAN

Form No. LL0004, LL0005
LL0006, LL0007

PROOF OF SERVICE OF NOTICE OF FURNISHING FOR SUBCONTRACTOR OR SUPPLIER

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

Stacy Van Oast, being duly sworn, states
(insert name of person preparing Proof of Service)

as follows:

(1) On the third day of January, 19 92, he/she served a true copy of a Notice of Furnishing, a copy of which is attached, upon Mr. Don McGlone, Nave Incorporated by:
(insert name of Designee from Notice of Commencement)

(a) ☐ PERSONAL SERVICE

at _____.
(insert address of Designee from Notice of Commencement or address where personal service made)

or; (b) ☒ CERTIFIED MAIL (Postage fully prepaid— return receipt requested)

by mailing the same to 400 Town Center, Suite 300 Dearborn MI 48126
(insert address of Designee from Notice of Commencement)

(2) On the _____ day of _____, 19_____, he/she served a true copy of a Notice of Furnishing, a copy of which is attached, upon _____ by:
(insert name of General Contractor from Notice of Commencement)

(a) ☐ PERSONAL SERVICE

at _____.
(insert address of General Contractor from Notice of Commencement or address where personal service made)

or; (b) ☐ CERTIFIED MAIL (Postage fully prepaid— return receipt requested)

by mailing the same to _____
(insert address of General Contractor from Notice of Commencement)

Stacy Van Oast
(insert name of person preparing Proof of Service)
Stacy Van Oast, Secretary

Subscribed and sworn to before me this
3rd day of January, 19 92

Josephine A. Bela
Notary Public
Wayne County, Michigan
My commission expires: 11-8-94

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

INSTRUCTIONS: KEEP PROOF OF SERVICE IN FILE AND ATTACH TO CLAIM OF LIEN WHEN RECORDED.

A-20

CAM CONSTRUCTION ASSOCIATION OF MICHIGAN

92 125198

Form No. LL0017

LI 25826 PA 684

RELEASE AND DISCHARGE OF CONSTRUCTION LIEN

Spaulding Electric, a Michigan Corporation, does verify that the Construction Lien filed by it on the 8th day of April, 1992, in the office of the Register of Deeds for the County of Wayne, State of Michigan, being recorded in Liber 25693 pages 592, Wayne County Records, against the following described premises: 111 Military Street, Detroit, MI (the old General Motors Fisher Guide Plant) * See attached legal description -on back, as instructed is released and discharged. (Building now owned by Sybill, Inc, formerly owned by General Motors, Inland Fisher Guide)

Dated: 29th day of May, 1992.

92 125198

WITNESSES

Bernadette O'Neil
Bernadette O'Neil

Allen J. Bartolz
Allen J. Bartolz

Name of Company: Spaulding Electric Co.

By: W.G. Spaulding
W.G. Spaulding, President

92 JUN 11 PM 3:32

FORREST [illegible] REGISTER OF DEEDS WAYNE COUNTY, MI

STATE OF MICHIGAN)
)SS
COUNTY OF Wayne)

On this 29th day of May, 1992, before me, a Notary Public in the County, personally appeared W.G. Spaulding, on behalf of Spaulding Electric Co. [illegible]own to me to be the person who executed the above instrument and acknowledged that the information contained in the instrument is true and accurate.

Josephine L. Bals
Notary Public, Wayne County, Michigan
My commission expires: 11-8-94
JOSEPHINE L. BALS

JOSEPHINE L. BALS
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. NOV. 8, 1994

Drafted by and, when recorded, return to:

Stacy Van Oost
Spaulding Electric Company, Inc.
1350 Michigan Avenue
Detroit, MI 48226

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY.

2R
14KM

LI 25860 PG 616

NOTICE OF FURNISHING

Prepared by the *MICHIGAN CONSTRUCTION PROTECTION AGENCY*
DEPARTMENT OF REPORT AND FILING
MCPA is not an agency of The State of Michigan

TO:

Fisher Body Division 6307 W. Fort St. Detroit, MI	S.L. Warehousing One West Ave. Larchmont, N.Y. 10538	S.L. Equities, Inc. 631 Paseo De La Playa Redondo Beach CA 90277

PLEASE TAKE NOTICE that the undersigned is furnishing to:

SAME AS ABOVE

Regarding: 6307 W. Fort St., Detroit, MI

Certain Labor or Material for: Misc. office rennovations and service.

In connection with the improvement of the real property described by the notice of commencement, a copy of which is attached or which is recorded in Liber unrecorded, on page 0, Wayne County records or a copy of the legal description of the real property subject to this lien is attached hereto.

WARNING: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT. YOU SHOULD CONTACT THE UNDERSIGNED TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.

Ross and Evans Construction Inc.
683 Wallace
Birmingham, MI 48009
(313) 642-0188
Lien Claimant

BY: Murray Gula

Murray Gula, Agent
Michigan Construction Protection Agency
P.O. Box 1037, Royal Oak, MI 48068-1037
(313) 968-0200

Date: June 26, 1992

PROOF OF SERVICE OF NOTICE OF FURNISHING

State of Michigan)
) ss
County of Oakland)

Murray Gula, a person of suitable age and discretion, as the duly authorized agent for **Ross and Evans Construction Inc. 683 Wallace, Birmingham, MI 48009** being listed duly sworn in accordance with the law, deposes and says:

That on the **26** day of **June A.D. 1992** he mailed Notice of Furnishing (a true and exact copy of which is attached hereto) by U.S. Certified Mail and with postage fully prepaid thereon to the following person(s) with the certified numbers as indicated:

Addressee and Address	Certified Number	Indicate whether Designee or Contractor
Fisher Body Division 6307 W. Fort St. Detroit, MI	P 745 297 600	Owner
S.L. Warehousing One West Ave. Larchmont, N.J. 10538	P 745 297 601	Owner
S.L. Equities, Inc. 631 Paseo De La Playa Redondo Beach, CA 90277	P 745 297 602	Owner
Leo Phillips, Manager 7255 Adams, Room 260 Birmingham, MI 48009	P 745 297 603	Designee
Anthony G. Mammias 370 E. Maple Road, Suite 230 Birmingham, MI 48009	P 745 297 604	Party of Interest

Murray Gula

Murray Gula, Agent
Michigan Construction Protection Agency
P.O. Box 1037 Royal Oak, MI 48068
(313) 968-0200

Subscribed and sworn to before me
this 26 day of June A.D. 1992.

Carol Ann Gula

Notary Public, Oakland County, Michigan
My commission expires: June 13, 1994

CAROL ANN GULA
Notary Public, Oakland County, MI
My Commission Expires June 13, 1994

A-21

$ 25.00 MORTGAGE

MEMORANDUM OF MORTGAGE AND SECURITY AGREEMENT

LIBER 27944 PAGE 818

MEMORANDUM OF MORTGAGE AND SECURITY AGREEMENT dated this 21st day of October, 1994, between SYBILL, INCORPORATED, a Michigan corporation, with its principal address at ~~400 Town Center, Suite 300, Dearborn, Michigan 48126~~ 4440 Lorraine, Dearborn, Mi. 48126 as Mortgagor, and GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as Mortgagee,

WITNESSETH:

To secure the payment and performance of a Promissory Note dated January 10, 1991, as amended, Mortgagor entered into a Mortgage and Security Agreement in favor of the Mortgagee dated January 19, 1991, covering the following described property:

95059625

> A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 through 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning

MORTGAGE
23 MAR 95 3:02 P.M. RECEIPT# 898
RECORDING
REGISTER OF DEEDS

N-071202.F
Misc 95.1261

23M/L

28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (Liber 1 Plats, Page 236, Wayne County Records) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; Thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); Thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; Thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; Thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; Thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision: and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; Thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning;

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 through 351 inclusive, and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; Thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened through said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); Thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; Thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81 and

the Westerly line of Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning;

and upon terms and conditions more particularly set forth in said Mortgage and Security Agreement.

IN WITNESS WHEREOF, the Mortgagor has signed and sealed this instrument this 31 day of October, 1994, and the Mortgagee has signed and sealed this instrument this 6th day of November, 1994.

In the presence of:

MATTHEW J. LIVERNOIS

BARBARA DeJACKSON

SYBILL, INCORPORATED

BY _____

President

ATTEST _____

Secretary

In the presence of:

BARBARA DeJACKSON

BERNICE C. HENDY

GENERAL MOTORS CORPORATION

BY _____

ATTEST _____

Assistant Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 31st day of OCTOBER

A.D. 1994, by VASILIOS C. MADIAS and

, President and Secretary, respectively, of SYBILL, INCORPORATED, a Michigan corporation, on behalf of the Corporation.

Matthew J. Livernois

Notary Public, Wayne County, Michigan

MATTHEW J. LIVERNOIS
NOTARY PUBLIC - WAYNE COUNTY, MICH.

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 4th day of November, A.D. 1994, by Ai Jo O'Keefe and Nelle C. Tupick, and Assistant Secretary, respectively, of GENERAL MOTORS CORPORATION, a Delaware corporation, on behalf of the Corporation.

Bernice C. Heady

Notary Public, Wayne County, Michigan

My Commission Expires: 6-27-98

BERNICE C. HEADY
NOTARY PUBLIC-OAKLAND COUNTY, MICH. ACTING IN WAYNE COUNTY
MY COMMISSION EXPIRES 06-27-98

THIS INSTRUMENT PREPARED BY: RETURN TO:
Roger D. Herrington
Attorney at Law
485 West Milwaukee Avenue
Detroit, Michigan 48202

A-22

NOTICE OF LIS PENDENS

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a Michigan Municipal Corporation,

Plaintiff,

v.

SYBIL INCORPORATED, GENERAL MOTORS CORPRATION, and SINELLI CONCRETE, INC.,

Defendant(s).

NOTICE IS HEREBY GIVEN, That a suit has been commenced and is pending in said Court, upon a Complaint filed by the above named Plaintiff against the above named Defendant, for foreclosure of tax liens for the years 1991, 1992 and 1992sc years that the premises affected by said suit were, at the time of commencement of said suit, and at the time of filing of this notice, situated in the City of Detroit, County of Wayne, and State of Michigan, and are described as follows, to wit:

95184311

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 through 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called as recorded in

T:\SECTIONS\TAX\JACK\COMPLNT\CMP

Liber 1 of Plats, on Page 236, Wayne County Records all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Wester/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, W.C.R.): Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subidvision" (Liber 1 Plats, Page 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet)to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 6' degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision", thence 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of lots 88 and 83 of said Daniel Scotten's Subdivision and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's

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Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305: thence South 61 degres 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/ Chesapeake & Ohio Right-ofWay (60 feet wide),said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning. Containing 3.920 acres, more or less, of land in area. Tax I>D. No: Ward 16, Item 16494-503 & Ward 23, Item 83.343 EXHIBIT "A" to Limited Covenant Deed Grantor: General Motors Corporation Grantee: Sybill, Incorpoated (Commonly known as 111 Military)

RETURN TO:

PERRY YUN (P39446)
Assistant Corporation Counsel
City of Detroit Law Department
1010 City-County Building
Detroit, Michigan 48226
DRAFTED BY ABOVE

DATED: 5-22-95

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A-23

NOTICE OF LIS PENDENS

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CITY OF DETROIT, a Michigan Municipal Corporation,

Plaintiff,

v.

SYBIL INC., GENERAL MOTORS CORPORATION,

Defendant(s).

96-601716 CH 1/17/96
JUD: RICHARD C. KAUFMAN
DETROIT (CITY OF)
VS
SYBIL INC

2 FEB 96 10:41 A.M. RECEIP
RECORDED
FOREST E. YOUNGBLOOD, REGISTER EDS
WAYNE COUNTY, MI

96026991

NOTICE IS HEREBY GIVEN, That a suit has been commenced and is pending in said Court, upon a Complaint filed by the above named Plaintiff against the above named Defendant, for foreclosure of tax liens for the years 1991, 1992, 1992sc years that the premises affected by said suit were, at the time of commencement of said suit, and at the time of filing of this notice, situated in the City of Detroit, County of Wayne, and State of Michigan, and are described as follows, to wit:

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeak & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on page 19, Wayne County Records, and part of Lots 81, 82, and 89 of "Daniel Scotten's subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as

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FEBRUARY 2, 1996

follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide) said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 plats Page 19, W.C.R.) Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 through 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue: thence South 28 degrees 01 minute 35 seconds East along the Westerly line of Said Cavalry Avenue as opened through said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right of way said line being also part of the southerly line of the northerly 20.00 feet of Lot 81 of said "Daniel Scotten's subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minute 45 seconds West along the Easterly line of Said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said "Daniel Scotten's subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Conaining 2.848 acres, more or less, of land in area. More commonly known as 151 Military) City of Detroit, Wayne County, Michigan, as recorded in liber 9, page 19 WCR.

RETURN TO:

Perry Yun

PERRY YUN (P39446)
Assistant Corporation Counsel
City of Detroit Law Department
1010 City-County Building
Detroit, Michigan 48226
DRAFTED BY ABOVE

DATED: 1-17-96

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A-24

APR 09 1998

Liber-29832 Page-6232.0
98125307LS 4/16/1998 03:54PM

$13.00 LIENS/MISC
RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt 162156
$4.00 REMONUMENTATION

$1.00 COPY 660

CLAIM OF LIEN

NOTICE IS HEREBY GIVEN that on the 7 day of **July, 1997, J.A. Marble Company, Inc., 15831 W. Warren Ave., Detroit, MI 48228** first provided labor or material for an improvement to: **SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"** Commonly known as **111 Military**, situated in the State of Michigan, County of **Wayne, City of Detroit** the **OWNER** of which property is **Sybill, Inc., 111 Military, Detroit, MI 48209**.

The last day of providing labor or material was on the **9** day of **January**, 1998. The Lien claimant's contract amount, including extras, is **$ 152,519.25**. The lien claimant has received payment thereon in the total amount of **$ 136,000.00**. and therefore claims a construction lien upon the above-described real property in the amount of **$ 16,519.25**.

J.A. Marble Company, Inc.
15831 W. Warren Ave.
Detroit, MI 48228
(313) 584-9098
Lien Claimant

BY: _____
Murray Gula, Agent for Lien Claimant
MICHIGAN CONSTRUCTION PROTECTION AGENCY
P.O. Box 1037
Royal Oak, MI 48068-1037

DATE **April 9, 1998**

STATE OF MICHIGAN)
) s.s.
COUNTY OF **Oakland**)

Subscribed and sworn to before me this **9** day of **April**, 1998.

_____
Carol Ann Gula Notary Public,
Oakland County, Michigan.
My commission expires: January 27, 1999

PREPARED BY AND RETURN TO:
CAROL GULA, MICHIGAN CONSTRUCTION PROTECTION AGENCY
P.O. Box 1037 Royal Oak, MI 48068 (248) 968-0200

R COL 134R 3pg 4yk

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Nussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L.9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322, and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's

Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00) to the point of beginning. Containing 3.920 acres, more or less, of land in area.
Tax I.D. No.: Ward 16, Item 16494-503 & Ward 23, Item 83.343

PARCEL 2

A parcel of land bounded on the North by Nussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys on the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 835.90 of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82, and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 335 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minute 35 seconds East along the Westerly lien of said Cavalry Avenue as opened thru said subdivision, a measured distance of 390.95 feet (described 390.00) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 209.0 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Containing 2.848 acres, more or less, of land in area.
Tax I.D. No.: Ward 16, Item 15840-7

A-25

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code

FEB 20 1998 (Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First, If Individual) & Address(es)

Sybill, Inc.,
a Michigan Corporation
3345 Greenfield
Melvindale, Michigan 48122

Soc. Security # Tax ID

38-2971825

DO NOT WRITE IN THIS SPACE

Liber-29873

Page-5259.0

2. If filing without debtor signature, Item a, b, c, or d must be marked [X]

a. [ ] Collateral was already subject to the security interest in another state when it was brought [illegible] Michigan, or when the [illegible]'s location changed to [illegible];

b. [ ] Collateral is proceeds of the original collateral in which a security interest was perfected;

c. [ ] A previous filing covering the collateral has lapsed (Prev. Filing # _____).

d. [ ] The filing covers collateral acquired after a change of name, identity, or corporate structure of Debtor FROM: _____

(Prev. Filing # _____).

3. Secured Party(ies) & Address(es)

Secured Party #
1106774

COMERICA BANK
POBox 75000
Detroit, MI 48275-3226

Recorded. Return to:
COMERICA BANK-TEXAS
P.O. Box 4167, Houston, TX 77210-4167
Attn: Katia Jahnke, MC 6629

4. No. of Add'l. Sheets: 3

5. County of: Wayne

4. Assignee(s) (If Any) & Address(es)

Secured Party #

6. (Mark [X] if Applicable)

a. [ ] The collateral is consumer or farm related goods. (Complete Item 8.)

b. [ ] The collateral is crops. Must contain real estate description. (Use item 8)

c. [x] Products of the collateral are also covered.

d. [x] This is a fixture filing to be recorded in the real estate records of the county. (Items 8 and 9 must be completed.)

7. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY (DESCRIBE).

All of the following property now owned or later acquired by Debtor, wherever located: all equipment and fixtures and all additions, attachments, accessions, parts, replacements, substitutions, renewals, and records (including without limit computer software) pertaining to the foregoing property, and all products and proceeds of the foregoing (whether cash or non-cash proceeds), including, without limit insurance and condemnation proceeds.

"SEE ATTACHED EXHIBIT A"

8. (MARK [X] IF APPLICABLE).

a. [X] The goods are to become fixtures on the following described real estate

b. [ ] The above described timber is standing on the following described real estate

c. [ ] The above described minerals or the like (including oil and gas) are to be extracted from the wellhead or minehead of the mine located on the following described real estate

d. [ ] The above described accounts include accounts resulting from the sale of minerals or the like (including oil and gas) to be extracted from the wellhead or minehead of the well or mine located on the following described real estate

(Describe real estate):

"SEE ATTACHED EXHIBIT B"

If 1 of the above items is checked, this financing statement is to be recorded in the real estate records.
If the debtor does not have an interest of record, the name of the record owner is:

9821404 7LS

6/05/1998 05:38PM

Sybill, Inc., a Michigan Corporation

X _____
Signature(s) of Debtor(s) VASILIOS C. MADIAS, PRESIDENT

X _____
Signature(s) of Debtor(s) (or Title)

COMERICA BANK

BY: Patricia A. Mark
Signature(s) of Secured Party(ies) or Assignee(s) of Record PATRICIA A. MARK

ITS LOAN DOCUMENTATION OFFICER

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, YOU MUST INCLUDE A PRE-ADDRESSED RETURN ENVELOPE (UCC-1A)

MC 00151 (7-94) MISCELLSYB.UCC.RX

Attachment to UCC-1A
Sybill, Inc.

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

All of the following (from time to time referred to as the Collateral) used or to be used in connection with and/or located on or arising in connection with those "premises" described in the attached EXHIBIT B, whether now owned or hereafter acquired by Debtor.

1. Equipment. All machinery, apparatus, equipment, appliances, carpeting, furniture, furnishings, supplies, fittings and fixtures, of every kind and nature whatsoever now or hereafter acquired by Debtor, and used or usable in connection with any present or future operations or maintenance and all replacements foregoing, all heating, lighting, ventilation and power equipment pipes, pumps, tanks, engines, motors, conduits, plumbing, lifting, cleaning, fire-extinguishing systems, refrigerating and ventilating apparatus, air-cooling and air-conditioning apparatus, gas, water and electrical equipment, elevators, escalators, attached cabinets, shelving, partitions, floor coverings, ducts and compressors and all communications equipment and all of the right, title and interest of the Debtor in and to any of that tangible personal property which may be subject to any title retention or security agreement.

2. Accessions and Parts. All accessions, parts attached thereto or used or intended to be used in connection therewith.

3. Leases/Contracts. All of the right, title and interest of Debtor in, to, under and by virtue of all leases/contracts for sale of all or any portion of the Premises, whether such leases/contracts are now in existence or executed hereafter, covering all or any part of the Premises, together with: all extensions, renewals, modifications or replacements thereof; all rents, income and profits due or becoming due thereunder; all guaranties of the obligations of the leases/purchasers under any provisions thereof and otherwise and under any and all leases, contracts, rents, income, profits, guaranties, extensions, renewals, modifications or replacements.

4. Proceeds. Proceeds, proceeds of insurance, products and awards or payments in connections with eminent domain or condemnation proceedings with respect to any of the foregoing.

5. Without Limitation. Enumeration of specific items within general types of collateral is for the purpose of convenient reference and illustration and shall not limit the scope of this security interest.

EXHIBIT b
Attachment to UCC-1A
Sybill, Inc.

Land located in the City of Detroit, Wayne County, Michigan, described as:

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeak & Ohio Railroad righ-of-way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335, inclusive, Lots 351 through 355, inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the Plat of Daniel Scotten's subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and River Road as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82, and 89 of Daniel Scotten's subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268, lying between Fort Street and the River Road, so called as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being paricularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide) said point being also the Northwesterly corner of Lot 335 of said Plat of Daniel Scotten's Subdivision (Liber 9 plats Page 19, Wayne County Records) Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 through 351, inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said Plat of Daniel Scotten's subdivision, a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thance South 28 degrees 01 minutes 35 seconds East along the Westerly line of said Cavalry Avenue as opened through said subdivision, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad right-of-way (60 feet wide); thance South 61 degrees 58 minutes 25 seconds West along the Northerly line of said right of wey said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said Daniel Scotten's subdivision a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said Daniel Scotten's subdivision and the Westerly line of Lots 330 through 335 inclusive of sied Plat of Daniel Scotten's subdivision a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning [illegible] more or less, of land [illegible]

EXHIBIT B -- Continued
Attachment to UCC-1A
Sybill, Inc.

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South ½ of Lot 315, and Lots 321 through 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/ Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236), W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly ½ of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly ½ of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of [illegible]

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CLAIM OF LIEN

Notice is hereby given that on the 26th day of September, **1997, L.A. Welding & Mechanical, Inc., 4535 Delemere, Royal Oak, Michigan** 48073-1775, first provided labor or material for an improvement to real property located at 111 Military, Detroit, Michigan 48209, the legal description of which is attached to this Claim of Lien as **Exhibit A**, the owner of which property is Sybill, Inc. The last day of providing the labor or material was January 9, 1998.

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER:

The lien claimant's contract amount, including extras, is $66,845.67. The lien claimant has received payment thereon in the total amount of $44,976.42, and therefor claims a construction lien upon the above-described real property in the amount of $21,869.25.

L.A. WELDING & MECHANICAL, INC.

Kevin S. Macaddino
Print name: Kevin S. Macaddino

By: Leslie A. Lenchner
LESLIE A. LENCHNER
Its: President

Kristina Y. Romanowski
Print name: KRISTINA Y. ROMANOWSKI

Dated: APRIL 30, 1998

State of Michigan)
)ss
County of Oakland)

Subscribed and sworn to before me this 30TH day of APRIL, 1998.

Raphael G. Howell
NOTARY PUBLIC

$16.00 LIENS/MISC
RECORDED
FORREST E. [illegible] REGISTER OF DEEDS
WAYNE COUNTY, MI
[illegible]

$4.00 REMONUMENTATION

Comment: A proof of service of the notice of furnishing, if required by law, must be attached.

Drafted by and when recorded return to: Kevin S. Macaddino, Esquire
Williams, Williams, Ruby & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

00072152.DOC

R Cal 16 4R 4pgs S Ly

LEGAL DESCRIPTION

PARCEL A

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Nussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (20 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236 Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L.9 Plats P 19, W.C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 85 of said "Daniel Scotten's Subdivision" (L. 1 plats, P 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; thence North 28 degrees 01 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point, thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide), thence South 28 degrees 02 minutes 45 seconds East along the center lien of said vacated Alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision", thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of

Lots 88 and 89 of said "Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 290.00 feet) to the Southeasterly corner of said Lot 305; thence South 81 degrees 57 minutes), seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00) to the point of beginning. Containing 3.920 acres, more or less, of land in area.
Tax I.D. No. Ward 16, Item 16494-503 & Ward 23, Item 83.843

PARCEL 2

A parcel of land bounded on the North by Nussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys on the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 835.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim NC. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 335 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide and said Hussar Avenue; thence South 28 degrees 01 minutes 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivision, a measured distance of 290.95 feet (described 390.00) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 209.0 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.38 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue, thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning. Containing 2.848 acres, more or less, of land in area.
Tax I.D. No. Ward 16, Item 15840-7

00075199.DOC

PROOF OF SERVICE OF NOTICE OF FURNISHING

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

KEVIN S. MACADDINO, being sworn, states that on May 21, 1998, he served a copy of the Notice of Furnishing and Sworn Statement, on each of the following individuals by U.S. certified mail and with postage fully prepaid, with the certified number as indicated:

Addressee and address	Indicate whether designee or contractor	Certified Number
J.A. Marble Company Resident Agent: James A. Marble 15831 West Warren Detroit, Michigan 48228	Designee	P399749905
Sybill, Inc. Resident Agent: Vasilios C. Madias 111 North Military Detroit, Michigan 48209	Contractor	P399749904

Kevin S. Macaddino
KEVIN S. MACADDINO

Subscribed and sworn to before me on 21st day of May, 1998.

Christina V. Romanowski
NOTARY PUBLIC

CHRISTINA V. ROMANOWSKI
Notary Public, Macomb County, MI
My Commission Expires Oct. 17, 1999
Acting in Oakland County, MI

Drafted by and when recorded return to:
Kevin S. Macaddino, Esquire
Williams, Williams, Ruby & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009
00072149.DOC

A-27

M01051607 APR 27 2001

Liber-33720 Page-228
201208179 4/27/2001
Bernard J. Youngblood, Wayne Co. Register of Deeds

Continuing Collateral Mortgage
(THIS IS A FUTURE ADVANCE MORTGAGE)

This Continuing Collateral Mortgage ("Mortgage") is made as of April 13, 2001 by Sybill, Inc. (individually and collectively if more than one party "Mortgagor"), located at 3345 Greenfield Melvindale, MI 48122 to COMERICA BANK ("Mortgagee"), located at 500 Woodward Avenue, Detroit, Michigan 48226. As security for the purposes stated in this Mortgage, Mortgagor mortgages, warrants, and assigns to Mortgagee, its successors and assigns, the real property in the County of Wayne, State of Michigan, legally described as:

See attached "Exhibit 'A'"

Parcel Identification No. Ward 16, Item 16494-503

Commonly Known As:	111 Military St.	Detroit	MI	48209
	STREET ADDRESS	CITY	STATE	ZIP

together with: (a) all related easements, hereditaments, appurtenances, rights, licenses and privileges; (b) all buildings and improvements now or later situated under, upon or over any of the above described land; (c) all the rents, issues, profits, revenues, accounts and general intangibles arising from the above described land, or relating to any business conducted by Mortgagor on it, under present or future leases, licenses or otherwise, including, without limit, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953, as amended; (d) all machinery, equipment, goods, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, unless such goods were purchased with the proceeds of any loan secured by this Mortgage), now or later located upon the above described land and useable in connection with any present or future operation on the land (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air- conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems. It is agreed that all equipment shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and (e) all awards or payments, and interest on them, made with respect to the Premises as a result of (i) any eminent domain proceeding, (ii) any street grade alteration, (iii) any loss of or damage to any building or other improvement, (iv) any other injury to or decrease in the value of the Premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against the Premises or (vi) any refund of utility deposits or right to any tenant deposit (all of the above individually and collectively the "Premises"). Unless otherwise indicated, a reference to the "Premises" means all and/or any part of the Premises.

This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness ("Indebtedness") to Mortgagee of Nave, Inc., Vasilios and Vassiliki Madias (collectively, "Borrower") and/or Mortgagor, including without limit payment of notes dated February 17, 1998 in the original principal amount of $600,000.00 and April 14, 1999 in the original principal amount of $500,000.00.. These references to dollar amounts do not limit the dollar amount secured by this Mortgage. Indebtedness includes, without limit, any and all obligations or liabilities of whatever amount of Borrower and/or Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Borrower and/or Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises,. or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Borrower and/or Mortgagor; all costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the Premises, the Indebtedness or this Mortgage; and all costs of collecting Indebtedness; all of the above costs including, without limit, attorney fees incurred by Mortgagee. Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee which are Indebtedness, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Indebtedness, if any, which constitutes a consumer loan, other than a consumer loan made at the same time as this Mortgage and specifically referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof).

If (and only if) this Mortgage is a Residential Future Advance Mortgage, as defined by Michigan Compiled Laws, section 565.901 et seq., as amended from time to time (the "Act"), then the following provision shall apply: **THIS MORTGAGE SECURES A MAXIMUM PRINCIPAL AMOUNT OF _____ DOLLARS ($_____)** plus the

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sum of any Protective Advance(s) (as defined by the Act), including without limitation any advances made by Mortgagee to preserve the priority of the Mortgage or the value of the Premises or for attorney fees, collection costs or other expenses which Mortgagor has agreed to pay, plus all interest on all of the above. **IF THE BLANK LINES FOR THE DOLLAR AMOUNT IN THIS PARAGRAPH ARE NOT COMPLETED, THEN THE MAXIMUM PRINCIPAL AMOUNT SHALL BE DEEMED TO BE FIVE (5) TIMES THE DOLLAR AMOUNT FIRST REFERENCED ABOVE.**

Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. Mortgagor will pay to Mortgagee all Indebtedness according to the terms of the relevant instruments evidencing it, and Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the Indebtedness.

2. Mortgagor has good and indefeasible title to the entire Premises in fee simple and with full power to sell, mortgage and convey it; the Premises are free of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Schedule A (if any) to which this Mortgage is expressly subject, and Mortgagor will warrant and defend the Premises against all other claims. Mortgagee shall have the right, at its option and at such times as it, in its sole discretion deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of its rights under this Mortgage or any obligation secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes. With respect to the right, title, or lien of any person or entity which is superior to the lien of this Mortgage, Mortgagee has the right, but not the obligation, to acquire and/or pay off the holder of such right, title, or lien and add the amount so paid to the Indebtedness.

3. Mortgagor shall not mortgage or pledge the Premises as security for any other indebtedness or obligations. Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all payments required under any mortgages on the Premises, and all taxes, assessments, and other charges and impositions levied, assessed or existing with respect to (i) the Premises or (ii) the execution, delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of Mortgagee in the Premises, and will deliver to Mortgagee without demand official receipts showing these payments. If Mortgagor fails to pay these mortgage payments, taxes, assessments, other charges or impositions when due, or if Mortgagor fails to pay all interest, collection fees and penalties accrued on them, Mortgagee, at its sole option, may (but is not obligated to) pay them and the monies paid shall be added to the Indebtedness. Mortgagor shall pay (before the same become liens or encumbrances against the Premises) any and all obligations or liabilities for repairs or improvements to the Premises or for any other goods, services, or utilities furnished to the Premises. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of all taxes, assessments, liens, mortgages, and other charges levied, assessed or existing on the Premises in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount, all as estimated by Mortgagee. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of these taxes, assessments, liens, mortgages, and other charges when they become due and payable, Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, mortgages and other charges at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request by Mortgagee pay the amount of the deficiency to Mortgagee. Mortgagee shall not be required to keep in a separate account or to pay Mortgagor any interest or earnings whatever on the funds held by Mortgagee for the payment of taxes, assessments, liens, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with Mortgagee in connection with this Mortgage. If an Event of Default occurs under this Mortgage, any funds then remaining on deposit with Mortgagee may be applied against the Indebtedness immediately upon or at any time after the Event of Default occurs, and without notice to Mortgagor. No lienholder junior to this Mortgage may exercise any rights with respect to the Premises, and all rents and other proceeds from the Premises shall be held in trust by the junior lienholder as the property of Mortgagee, until satisfaction in full of the Indebtedness. Nothing in this paragraph shall be considered a consent by Mortgagee to any lien, mortgage or encumbrance on the Premises unless set forth on attached Schedule A, if any.

4. Mortgagor shall keep the buildings and all other improvements now or later existing on the Premises constantly insured for the benefit of Mortgagee against fire and other hazards and risks, including without limit vandalism and malicious mischief, as Mortgagee may require and shall further provide flood insurance (if the Premises are situated in a special flood hazard area as determined by the Director of the Federal Emergency Management Agency or other governing agency), loss of rents insurance, public liability and product liability insurance and any other insurance as Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to Mortgagee. Mortgagor shall deliver to Mortgagee the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgagee clauses satisfactory to Mortgagee. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, Mortgagee, along with all insurance premium rebates, as additional security for the Indebtedness. Should Mortgagor fail to insure or fail to pay the premiums on any required insurance or fail to deliver the policies or renewals of them as provided above, Mortgagee may (but is not obligated to) have the insurance issued or renewed (and pay

the premiums on it for the account of Mortgagor) in amounts and with companies and at premiums as Mortgagee deems appropriate. If Mortgagee elects to have insurance issued or renewed to insure Mortgagee's interest, Mortgagee shall have no obligation to also insure Mortgagor's interest or to notify Mortgagor of Mortgagee's actions. Any sums paid by Mortgagee for insurance as provided above shall be added to the Indebtedness. In the event of loss or damage, the proceeds of all required insurance shall be paid to Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. Mortgagee and any of Mortgagee's employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to adjust and compromise each loss without the consent of Mortgagor, to collect, receive and receipt for the insurance proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting the proceeds (including, without limit, attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as Mortgagee may elect, or Mortgagee, at its option, may apply any or all the insurance proceeds to the repair or rebuilding of the Premises. Application of proceeds by Mortgagee toward later maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled installment payments nor shall such application extend the due date or reduce the amount of any of these payments. Application of proceeds by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. In the event of a foreclosure of this Mortgage, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the Premises shall succeed to all of the rights of Mortgagor under said insurance policies. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of the annual premiums (as estimated by Mortgagee) for the required insurance in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, Mortgagee shall pay the premiums. In the event that sufficient funds have not been deposited with Mortgagee to pay the insurance premiums at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request pay the amount of this deficiency to Mortgagee. Mortgagor shall promptly repair, replace or rebuild each part of the Premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by Mortgagee of the insurance proceeds or eminent domain award to payment of the Indebtedness.

5. Mortgagor shall abstain from commission of waste upon the Premises, keep the Premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the Premises. If Mortgagee determines that the Premises requires inspection, testing, appraisal, repair, care, alteration or attention of any kind, Mortgagee or its representatives may (but is not obligated to) enter upon the Premises, and inspect, test, appraise, repair, alter or maintain the Premises as Mortgagee may deem necessary, and Mortgagor shall reimburse Mortgagee upon demand for all resulting costs and expenses incurred by Mortgagee. Any inspection, audit, appraisal or examination by Mortgagee or its representatives of the Premises or of information or documents pertaining to the Premises is for the sole purpose of protecting Mortgagee's interests under this Mortgage and is not for the benefit or protection of Mortgagor or any third party. Mortgagee has no obligation to provide Mortgagor or any third party with information concerning, or results of, any inspection, audit, appraisal or examination by Mortgagee or its representatives. If Mortgagee, in its sole discretion, discloses information to Mortgagor this disclosure is for the sole protection of Mortgagee, does not constitute an agreement to further disclosure and does not create a warranty by Mortgagee as to the accuracy, sufficiency or any other aspect of the disclosure. Mortgagee may spend money as Mortgagee deems essential to protect the value of the Premises. Mortgagor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the Premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the Premises, without Mortgagee's prior written consent. This consent may be withheld by Mortgagee in its sole discretion. If Mortgagee consents to the making of any Improvements and the Improvements are not completed with due diligence in accordance with the plans and specifications approved in writing by Mortgagee, or if construction of the Improvements should cease before completion for a period of thirty (30) days, then and in either event it shall be an Event of Default under this Mortgage and Mortgagee shall have all the rights and remedies provided in this Mortgage, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the Premises and complete the Improvements and its costs shall be added to the Indebtedness. If any action is threatened or commenced which affects Mortgagee's interest in the Premises, including, without limit, building, environmental or zoning proceedings, Mortgagee may take such action as it deems necessary to protect its interest and its costs shall be added to the Indebtedness.

6. In the event the Premises is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to Mortgagee and applied toward reimbursement of all Mortgagee's costs and expenses incurred in connection with collecting the award (including, without limit, attorney fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner Mortgagee deems advisable. Application by Mortgagee of any condemnation award or portion of it toward the last

maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled payments nor extend the due date or reduce the amount of these payments. Application of any condemnation award by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and a prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. Mortgagee or any of Mortgagee's

7. The Indebtedness shall become due and payable immediately, without notice, at the option of Mortgagee, if Mortgagor shall convey, assign or transfer the Premises by deed, land contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of Mortgagor. In the event ownership of the Premises becomes vested in a person or persons other than Mortgagor (with or without the prior written approval of Mortgagee), Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting the lien of this Mortgage or Mortgagor's liability under this Mortgage or upon the Indebtedness.

8. This Mortgage shall, as to any personal property covered by it, be deemed to grant a security interest in the personal property pursuant to the Uniform Commercial Code. Mortgagor agrees, upon request of Mortgagee from time to time, to promptly furnish a list of personal property subject to this Mortgage and, upon request by Mortgagee, to immediately execute, deliver and/or file any mortgage, security agreement or financing statement to include specifically this list of personal property. Upon the occurrence of any Event of Default under this Mortgage, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require Mortgagor to assemble the personal property and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. Mortgagor agrees that any requirement of reasonable notice shall be met if Mortgagee sends notice to Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice. Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by Mortgagee first to Mortgagee's reasonable expenses in connection with the disposition including, without limit, attorney fees, and then to payment of the Indebtedness.

9. As additional security for the payment and performance of the Indebtedness, Mortgagor grants a security interest to Mortgagee in all deposit or other accounts with Mortgagee and Mortgagor assigns to Mortgagee all its right, title and interest in all written and oral leases and occupancy agreements, now or later existing, covering the Premises (but without an assumption by Mortgagee of liabilities of Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and Mortgagor assigns to Mortgagee the rents, issues and profits of the Premises. If an Event of Default occurs under this Mortgage, Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the Event of Default exists and during the pendency of any foreclosure proceedings and during any redemption period. Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by Mortgagee to enforce its rights under this Mortgage. Mortgagee shall at no time have any obligation to attempt to collect rent or other amounts from any tenant or occupier of the Premises. Mortgagee shall at no time have any obligation to enforce any other obligations owed by tenants or occupiers of the Premises to Mortgagor. No action taken by Mortgagee under this Mortgage shall make Mortgagee a "mortgagee in possession." Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. The assignment of licenses and permits under this Mortgage shall not be construed as a consent by Mortgagee to any license or permit so assigned, or to impose upon Mortgagee any obligations with respect to them. Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the Premises) without first obtaining the written approval of Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than Mortgagor), unless this consent has been obtained nor shall this paragraph be construed as a present assignment of any license or permit that Mortgagor is required by law to hold. Mortgagor shall comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee to take subject to any of these agreements unless specifically set forth on attached Schedule A, if any, and Mortgagee does not assume any obligations under these agreements. Mortgagor shall promptly provide Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the Premises and its operations as Mortgagee, from time to time, may request.

10.(a) Mortgagor represents and covenants that Mortgagor has not used Hazardous Materials (as later defined) on or affecting the Premises in any manner which violates Environmental Laws (as later defined), that there is no condition concerning the Premises which could require remediation pursuant to Environmental Laws, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any current or prior occupant has used Hazardous Materials on or affecting the Premises in any manner which violates Environmental Laws. Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the Premises unless done in strict compliance with all Environmental Laws; (b) Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the Premises, whether caused by Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and Mortgagor shall notify Mortgagee in writing prior to taking, and continually after that of the status of, all such actions. Mortgagor shall, promptly upon Mortgagee's request, provide Mortgagee with copies of the results of all such actions and all related documents and information. Any remedial, removal or other action by Mortgagor shall not be deemed a cure or waiver of any breach of this paragraph 10 due to the presence or use of Hazardous Materials on or affecting the Premises. Additionally, Mortgagor shall defend, indemnify and hold harmless Mortgagee, its employees, agents, shareholders, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney fees) of whatever kind arising out of or related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the Premises, (ii) any personal injury (including, without limit, wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order related to these Hazardous Materials, (iv) the cost of removal of Hazardous Materials from any portion of the Premises, (v) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the Premises, (vi) complying with all Environmental Laws and/or (vii) any violation of Environmental Laws or requirements of Mortgagee, which are in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by Mortgagee), investigation and laboratory fees and environmental studies required by Mortgagee (whether prior to foreclosure, or otherwise). Upon the request of Mortgagee, Mortgagor and any guarantor shall execute a separate indemnity consistent with this paragraph; (c) Mortgagor has never received any notice ("Environmental Complaint") of any potential violation of Environmental Laws with respect to Mortgagor or the Premises (and, within five (5) days of receipt of any Environmental Complaint, Mortgagor shall give Mortgagee a copy of it), and to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party with respect to Mortgagor or the Premises for noncompliance with any Environmental Laws; (d) In the event this Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagee, purchaser or grantee, as the case may be, free of Hazardous Materials so that the condition of the Premises shall not be a violation of any Environmental Laws; (e) Upon ten (10) days notice to Mortgagor (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of Mortgagee's other rights under this Mortgage or elsewhere, Mortgagee has the right, but not the obligation, to enter on the Premises and to take those actions as it deems appropriate to investigate or test for, clean up, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials upon Mortgagee's receipt of any notice from any source asserting the existence of any Hazardous Materials or an Environmental Complaint pertaining to the Premises which, if true, could result in an order, suit or other action against Mortgagor or any part of the Premises which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. Any such actions conducted by Mortgagee shall be solely for the benefit of and to protect the interests of Mortgagee and shall not be relied upon Mortgagor or any third party for any purpose. By conducting any such actions, Mortgagee does not assume control over the environmental affairs or operations of Mortgagor nor assume any liability of Mortgagor or any third party; (f) The provisions of this paragraph 10 shall be in addition to all other obligations and liabilities Mortgagor may have to Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of the Indebtedness, (ii) the satisfaction of all other obligations of Mortgagor under this Mortgage and under the other loan documents, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure; and (g) For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, asbestos, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and (ii) "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment.

11. Upon the occurrence of any of the following events (each an "Event of Default"), Mortgagor shall be in default under this Mortgage: (a) Any failure to pay the Indebtedness or any other indebtedness when due, by acceleration or otherwise; (b) Any failure to comply with, or breach of, any term of this Mortgage, or any other agreement between Borrower, Mortgagor, or any guarantor of any of the Indebtedness ("guarantor") and Mortgagee; (c) Any

warranty, representation, or other information made, given or furnished to Mortgagee by or on behalf of Borrower, Mortgagor, or any guarantor shall be, or shall prove to have been, false or materially misleading when made, given, or furnished; (d) Any loss, theft, substantial damage or destruction to or of any of the Premises, or the issuance or filing of any attachment, levy, garnishment or the commencement of any proceeding in connection with any of the Premises or of any other judicial process of, upon or in respect of Borrower, Mortgagor, any guarantor, or any of the Premises; (e) Sale or other disposition by Borrower, Mortgagor, or any guarantor of any substantial portion of its assets or property; or voluntary suspension of the transaction of business by Borrower, Mortgagor, or any guarantor; or death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, or assignment for the benefit of creditors of or by Borrower, Mortgagor, or any guarantor; or commencement of any proceedings under any state or federal bankruptcy or insolvency laws or laws for the relief of debtors by or against Borrower, Mortgagor, or any guarantor; or the appointment of a receiver, trustee, court appointee, sequestrator or otherwise, for all or any part of the property of Borrower, Mortgagor, or any guarantor; (f) Default under any mortgage or security agreement against any of the Premises; or (g) Mortgagee deems itself insecure, in good faith believing that the prospect of payment of the Indebtedness or performance of this Mortgage is impaired or shall fear deterioration, removal, or waste of the Premises.

12. Acceleration of the Indebtedness as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that, at any time after acceleration, a tender of payment of the amount necessary to satisfy the entire Indebtedness by or on behalf of Mortgagor or otherwise, must include any applicable prepayment premium or formula.

13. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option to do any or all of the following: (a) Declare the entire unpaid amount of the Indebtedness, including, without limit, accrued and unpaid interest on it and any applicable prepayment premium or formula, and all other charges payable by Mortgagor to Mortgagee, to be immediately due and payable and, at Mortgagee's option, (i) to bring suit for the same, or (ii) to take all steps and institute all other proceedings that Mortgagee deems necessary to enforce payment of the Indebtedness and performance under this Mortgage and to protect the lien of this Mortgage; (b) Commence foreclosure proceedings against the Premises through judicial proceedings or by advertisement, at the option of Mortgagee. The commencement by Mortgagee of foreclosure proceedings shall be deemed an exercise by Mortgagee of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. Mortgagor grants power to Mortgagee to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in a single parcel or in several parcels at the option of Mortgagee; (c) Procure new or cause to be updated abstracts, tax histories, title insurance, or title reports; (d) Obtain a receiver to manage the Premises and collect the rents, profits and income from it; (e) Contest the amount or validity of any taxes applicable to the Premises by appropriate proceedings either in Mortgagee's name, Mortgagor's name or jointly with Mortgagor. Mortgagor shall execute and deliver to Mortgagee, upon demand, whatever documents and information Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. Mortgagor shall reimburse Mortgagee for all costs and expenses, including, without limit, attorney fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to Mortgagor. Mortgagee and any of its employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to execute and deliver in the name of Mortgagor those documents deemed necessary or proper by Mortgagee to carry out any tax contest proceeding or receive any resulting refunds; and/or (f) In the event of any sale of the Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as Mortgagee may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage including, without limit, attorney fees; (ii) all sums expended or incurred by Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to Mortgagor unless a court of competent jurisdiction decrees otherwise.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVER-TISEMENT AND THE RELATED SALE OF THE PREMISES, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE PREMISES. MORTGAGOR WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CON-NECTION WITH FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

14. No single or partial exercise, or delay in the exercise, of any right or power under this Mortgage, shall preclude other or further exercise of the rights and powers under this Mortgage. The unenforceability of any provision of this Mortgage shall not affect the enforceability of the remainder. This Mortgage constitutes the entire agreement of Mortgagor and Mortgagee with respect to the subject

matter of this Mortgage. No amendment of this Mortgage shall be effective unless the same shall be in writing and signed by Mortgagor and an authorized officer of Mortgagee. If there is more than one Mortgagor, all undertakings, warranties and covenants made by Mortgagor and all rights and powers given to Mortgagee are made or given jointly and severally. This Mortgage shall be binding on Mortgagor and Mortgagee and on Mortgagor's and Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for Mortgagor. This shall not be deemed a consent by Mortgagee to a conveyance by Mortgagor of all or part of the Premises or of any ownership interest in Mortgagor. Mortgagee may sell, assign or grant participations in any of the Indebtedness and any related obligations, including, without limit, this Mortgage. Mortgagee may provide information relating to this Mortgage or relating to Mortgagor to Mortgagee's parent, affiliates, subsidiaries, service providers, assignees and participants. In the event of foreclosure of this Mortgage or the enforcement by Mortgagee of any other remedies under this Mortgage, Mortgagor 16. Nothing in this Mortgage shall be construed to preclude Mortgagee from pursuing any available remedy provided by law for the collection of the Indebtedness or enforcement of its rights upon an Event of Default. Nothing in this Mortgage shall reduce or release any rights or security interests of Mortgagee contained in any existing agreement between Borrower, Mortgagor, or any guarantor and Mortgagee. No waiver of default or consent to any act by Mortgagor shall be effective unless in writing and signed by an authorized officer of Mortgagee. No waiver of any default or forbearance on the part of Mortgagee in enforcing any of its rights under this Mortgage shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.

17. At the sole option of Mortgagee, this Mortgage shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of the Premises upon the execution by Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.

18. All notices and demands required or permitted to be given to Mortgagor shall be deemed given when delivered to Mortgagor or when placed in an envelope addressed to Mortgagor at the address above, or at such other address as Mortgagee may have on its records, and deposited, with postage, in a depository under the custody of the United States Postal Service or delivered to an overnight delivery courier. The mailing may be certified, first class or overnight delivery mail.

19. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Mortgage shall modify the terms and conditions of that Indebtedness nor prevent Mortgagee from making demand, without notice and with or without reason, for immediate payment of any or all of that Indebtedness at any time(s), whether or not an Event of Default has occurred.

waives any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require Mortgagee to pursue its remedies against any other assets or any other party. Upon full and final payment of the Indebtedness and performance by Mortgagor of all its other obligations under this Mortgage, except as otherwise provided in paragraphs 10(f) and 20, the parties shall automatically each fully and finally release and discharge the other from any claim, liability or obligation in connection with this Mortgage and the Indebtedness. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Michigan.

15. Promptly upon the request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all further documents, and do all further acts as Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.

20. Notwithstanding any prior revocation, termination or discharge of this Mortgage, (except as to the rights of subsequent intervening bona fide purchasers or lienholders) the effectiveness of this Mortgage shall automatically continue or be reinstated in the event that (a) any payment received or credit given by Mortgagee in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable law, in which case this Mortgage shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is sought to be imposed against Mortgagee relating to any matter as to which Mortgagor agreed to indemnify Mortgagee under this Mortgage, including, without limit, as to the presence of Hazardous Materials on, in or about the Premises, whether this matter is known or unknown, now or later exists (excluding only matters which arise after any acquisition by Mortgagee of the Premises, by foreclosure, deed in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including, without limit, attorney fees) incurred by Mortgagee as the direct or indirect result thereof. In the event of continuation or reinstatement of this Mortgage, Mortgagor agrees upon demand by Mortgagee to execute and deliver to Mortgagee those documents which Mortgagee determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to Mortgagee upon demand such documents, Mortgagee and each employee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of

Mortgagor.

21. **MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.**

22. Additional provisions, if any:

IN WITNESS WHEREOF, Mortgagor has signed and delivered this Mortgage the day and year first written above.

RECORDING REQUIREMENTS: Two witnesses are required for each Mortgagor. Type or print name of each Mortgagor, Witness and Notary beneath the respective signature line.

WITNESSES:

SIGNATURE OF George Haratsaris

SIGNATURE OF Cherie M. Rose

MORTGAGOR(S)

Sybill, Inc.

By: SIGNATURE OF Vasilios Madias

Its: PRESIDENT
TITLE (if applicable)

By: SIGNATURE OF Vasilios Madias

Its: SECRETARY
TITLE (if applicable)

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me on 4/16/01
by Vasilios Madias, President and Secretary of
Sybill, Inc., on behalf of the corporation.

Notary Public, WAYNE County, Michigan

My commission expires: STEPHEN J. PENTE
Notary Public, Wayne County, MI
Acting in _____ Co., MI
My Commission Expires 12/26/2004

Prepared by and when recorded return to:
Jonathan S. Green, Esq. Miller, Canfield, Paddock and Stone, PLC
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

EXHIBIT "A"

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 through 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning, North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (Liber 1 Plats, Page 236, Wayne County Records) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; Thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); Thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of

Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; Thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; Thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; Thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision: and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; Thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning;

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 through 351 inclusive, and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; Thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened through said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); Thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; Thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81 and the Westerly line of Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning;

A-28

10.1051608 APR 27 2001

Liber-33720 Page-240
201208189 4/27/2001
Bernard J. Youngblood, Wayne Co. Register of Deeds

Continuing Collateral Mortgage
(THIS IS A FUTURE ADVANCE MORTGAGE)

This Continuing Collateral Mortgage ("Mortgage") is made as of April 13, 2001 by Sybill, Inc. (individually and collectively if more than one party "Mortgagor"), located at 3345 Greenfield Melvindale, MI 48122 to COMERICA BANK ("Mortgagee"), located at 500 Woodward Avenue, Detroit, Michigan 48226. As security for the purposes stated in this Mortgage, Mortgagor mortgages, warrants, and assigns to Mortgagee, its successors and assigns, the real property in the County of Wayne, State of Michigan, legally described as:

See attached "Exhibit 'A'"

Parcel Identification No. Ward 16, Item 15840-7

Commonly Known As:	151 Military St.	Detroit	MI	48209
	STREET ADDRESS	CITY	STATE	ZIP

together with: (a) all related easements, hereditaments, appurtenances, rights, licenses and privileges; (b) all buildings and improvements now or later situated under, upon or over any of the above described land; (c) all the rents, issues, profits, revenues, accounts and general intangibles arising from the above described land, or relating to any business conducted by Mortgagor on it, under present or future leases, licenses or otherwise, including, without limit, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953, as amended; (d) all machinery, equipment, goods, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, unless such goods were purchased with the proceeds of any loan secured by this Mortgage), now or later located upon the above described land and useable in connection with any present or future operation on the land (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air- conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems. It is agreed that all equipment shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and (e) all awards or payments, and interest on them, made with respect to the Premises as a result of (i) any eminent domain proceeding, (ii) any street grade alteration, (iii) any loss of or damage to any building or other improvement, (iv) any other injury to or decrease in the value of the Premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against the Premises or (vi) any refund of utility deposits or right to any tenant deposit (all of the above individually and collectively the "Premises"). Unless otherwise indicated, a reference to the "Premises" means all and/or any part of the Premises.

This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness ("Indebtedness") to Mortgagee of Nave, Inc., Vasilios and Vassiliki Madias (collectively, "Borrower") and/or Mortgagor, including without limit payment of notes dated February 17, 1998 in the original principal amount of $600,000.00 and April 14, 1999 in the original principal amount of $500,000.00.. These references to dollar amounts do not limit the dollar amount secured by this Mortgage.. Indebtedness includes, without limit, any and all obligations or liabilities of whatever amount of Borrower and/or Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Borrower and/or Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Borrower and/or Mortgagor; all costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the Premises, the Indebtedness or this Mortgage; and all costs of collecting Indebtedness; all of the above costs including, without limit, attorney fees incurred by Mortgagee. Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee which are Indebtedness, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Indebtedness, if any, which constitutes a consumer loan, other than a consumer loan made at the same time as this Mortgage and specifically referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof).

If (and only if) this Mortgage is a Residential Future Advance Mortgage, as defined by Michigan Compiled Laws, section 565.901 et seq., as amended from time to time (the "Act"), then the following provision shall apply: **THIS MORTGAGE SECURES A MAXIMUM PRINCIPAL AMOUNT OF _____ DOLLARS ($_____)** plus the

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sum of any Protective Advance(s) (as defined by the Act), including without limitation any advances made by Mortgagee to preserve the priority of the Mortgage or the value of the Premises or for attorney fees, collection costs or other expenses which Mortgagor has agreed to pay, plus all interest on all of the above. **IF THE BLANK LINES FOR THE DOLLAR AMOUNT IN THIS PARAGRAPH ARE NOT COMPLETED, THEN THE MAXIMUM PRINCIPAL AMOUNT SHALL BE DEEMED TO BE FIVE (5) TIMES THE DOLLAR AMOUNT FIRST REFERENCED ABOVE.**

Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. Mortgagor will pay to Mortgagee all Indebtedness according to the terms of the relevant instruments evidencing it, and Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the Indebtedness.

2. Mortgagor has good and indefeasible title to the entire Premises in fee simple and with full power to sell, mortgage and convey it; the Premises are free of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Schedule A (if any) to which this Mortgage is expressly subject, and Mortgagor will warrant and defend the Premises against all other claims. Mortgagee shall have the right, at its option and at such times as it, in its sole discretion deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of its rights under this Mortgage or any obligation secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes. With respect to the right, title, or lien of any person or entity which is superior to the lien of this Mortgage, Mortgagee has the right, but not the obligation, to acquire and/or pay off the holder of such right, title, or lien and add the amount so paid to the Indebtedness.

3. Mortgagor shall not mortgage or pledge the Premises as security for any other indebtedness or obligations. Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all payments required under any mortgages on the Premises, and all taxes, assessments, and other charges and impositions levied, assessed or existing with respect to (i) the Premises or (ii) the execution, delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of Mortgagee in the Premises, and will deliver to Mortgagee without demand official receipts showing these payments. If Mortgagor fails to pay these mortgage payments, taxes, assessments, other charges or impositions when due, or if Mortgagor fails to pay all interest, collection fees and penalties accrued on them, Mortgagee, at its sole option, may (but is not obligated to) pay them and the monies paid shall be added to the Indebtedness. Mortgagor shall pay (before the same become liens or encumbrances against the Premises) any and all obligations or liabilities for repairs or improvements to the Premises or for any other goods, services, or utilities furnished to the Premises. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of all taxes, assessments, liens, mortgages, and other charges levied, assessed or existing on the Premises in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount, all as estimated by Mortgagee. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of these taxes, assessments, liens, mortgages, and other charges when they become due and payable, Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, mortgages and other charges at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request by Mortgagee pay the amount of the deficiency to Mortgagee. Mortgagee shall not be required to keep in a separate account or to pay Mortgagor any interest or earnings whatever on the funds held by Mortgagee for the payment of taxes, assessments, liens, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with Mortgagee in connection with this Mortgage. If an Event of Default occurs under this Mortgage, any funds then remaining on deposit with Mortgagee may be applied against the Indebtedness immediately upon or at any time after the Event of Default occurs, and without notice to Mortgagor. No lienholder junior to this Mortgage may exercise any rights with respect to the Premises, and all rents and other proceeds from the Premises shall be held in trust by the junior lienholder as the property of Mortgagee, until satisfaction in full of the Indebtedness. Nothing in this paragraph shall be considered a consent by Mortgagee to any lien, mortgage or encumbrance on the Premises unless set forth on attached Schedule A, if any.

4. Mortgagor shall keep the buildings and all other improvements now or later existing on the Premises constantly insured for the benefit of Mortgagee against fire and other hazards and risks, including without limit vandalism and malicious mischief, as Mortgagee may require and shall further provide flood insurance (if the Premises are situated in a special flood hazard area as determined by the Director of the Federal Emergency Management Agency or other governing agency), loss of rents insurance, public liability and product liability insurance and any other insurance as Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to Mortgagee. Mortgagor shall deliver to Mortgagee the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgagee clauses satisfactory to Mortgagee. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, Mortgagee, along with all insurance premium rebates, as additional security for the Indebtedness. Should Mortgagor fail to insure or fail to pay the premiums on any required insurance or fail to deliver the policies or renewals of them as provided above, Mortgagee may (but is not obligated to) have the insurance issued or renewed (and pay

the premiums on it for the account of Mortgagor) in amounts and with companies and at premiums as Mortgagee deems appropriate. If Mortgagee elects to have insurance issued or renewed to insure Mortgagee's interest, Mortgagee shall have no obligation to also insure Mortgagor's interest or to notify Mortgagor of Mortgagee's actions. Any sums paid by Mortgagee for insurance as provided above shall be added to the Indebtedness. In the event of loss or damage, the proceeds of all required insurance shall be paid to Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. Mortgagee and any of Mortgagee's employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to adjust and compromise each loss without the consent of Mortgagor, to collect, receive and receipt for the insurance proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting the proceeds (including, without limit, attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as Mortgagee may elect, or Mortgagee, at its option, may apply any or all the insurance proceeds to the repair or rebuilding of the Premises. Application of proceeds by Mortgagee toward later maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled installment payments nor shall such application extend the due date or reduce the amount of any of these payments. Application of proceeds by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. In the event of a foreclosure of this Mortgage, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the Premises shall succeed to all of the rights of Mortgagor under said insurance policies. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of the annual premiums (as estimated by Mortgagee) for the required insurance in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, Mortgagee shall pay the premiums. In the event that sufficient funds have not been deposited with Mortgagee to pay the insurance premiums at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request pay the amount of this deficiency to Mortgagee. Mortgagor shall promptly repair, replace or rebuild each part of the Premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by Mortgagee of the insurance proceeds or eminent domain award to payment of the Indebtedness.

5. Mortgagor shall abstain from commission of waste upon the Premises, keep the Premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the Premises. If Mortgagee determines that the Premises requires inspection, testing, appraisal, repair, care, alteration or attention of any kind, Mortgagee or its representatives may (but is not obligated to) enter upon the Premises, and inspect, test, appraise, repair, alter or maintain the Premises as Mortgagee may deem necessary, and Mortgagor shall reimburse Mortgagee upon demand for all resulting costs and expenses incurred by Mortgagee. Any inspection, audit, appraisal or examination by Mortgagee or its representatives of the Premises or of information or documents pertaining to the Premises is for the sole purpose of protecting Mortgagee's interests under this Mortgage and is not for the benefit or protection of Mortgagor or any third party. Mortgagee has no obligation to provide Mortgagor or any third party with information concerning, or results of, any inspection, audit, appraisal or examination by Mortgagee or its representatives. If Mortgagee, in its sole discretion, discloses information to Mortgagor this disclosure is for the sole protection of Mortgagee, does not constitute an agreement to further disclosure and does not create a warranty by Mortgagee as to the accuracy, sufficiency or any other aspect of the disclosure. Mortgagee may spend money as Mortgagee deems essential to protect the value of the Premises. Mortgagor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the Premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the Premises, without Mortgagee's prior written consent. This consent may be withheld by Mortgagee in its sole discretion. If Mortgagee consents to the making of any Improvements and the Improvements are not completed with due diligence in accordance with the plans and specifications approved in writing by Mortgagee, or if construction of the Improvements should cease before completion for a period of thirty (30) days, then and in either event it shall be an Event of Default under this Mortgage and Mortgagee shall have all the rights and remedies provided in this Mortgage, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the Premises and complete the Improvements and its costs shall be added to the Indebtedness. If any action is threatened or commenced which affects Mortgagee's interest in the Premises, including, without limit, building, environmental or zoning proceedings, Mortgagee may take such action as it deems necessary to protect its interest and its costs shall be added to the Indebtedness.

6. In the event the Premises is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to Mortgagee and applied toward reimbursement of all Mortgagee's costs and expenses incurred in connection with collecting the award (including, without limit, attorney fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner Mortgagee deems advisable. Application by Mortgagee of any condemnation award or portion of it toward the last

maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled payments nor extend the due date or reduce the amount of these payments. Application of any condemnation award by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and a prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. Mortgagee or any of Mortgagee's

7. The Indebtedness shall become due and payable immediately, without notice, at the option of Mortgagee, if Mortgagor shall convey, assign or transfer the Premises by deed, land contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of Mortgagor. In the event ownership of the Premises becomes vested in a person or persons other than Mortgagor (with or without the prior written approval of Mortgagee), Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting the lien of this Mortgage or Mortgagor's liability under this Mortgage or upon the Indebtedness.

8. This Mortgage shall, as to any personal property covered by it, be deemed to grant a security interest in the personal property pursuant to the Uniform Commercial Code. Mortgagor agrees, upon request of Mortgagee from time to time, to promptly furnish a list of personal property subject to this Mortgage and, upon request by Mortgagee, to immediately execute, deliver and/or file any mortgage, security agreement or financing statement to include specifically this list of personal property. Upon the occurrence of any Event of Default under this Mortgage, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require Mortgagor to assemble the personal property and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. Mortgagor agrees that any requirement of reasonable notice shall be met if Mortgagee sends notice to Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice. Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by Mortgagee first to Mortgagee's reasonable expenses in connection with the disposition including, without limit, attorney fees, and then to payment of the Indebtedness.

9. As additional security for the payment and performance of the Indebtedness, Mortgagor grants a security interest to Mortgagee in all deposit or other accounts with Mortgagee and Mortgagor assigns to Mortgagee all its right, title and interest in all written and oral leases and occupancy agreements, now or later existing, covering the Premises (but without an assumption by Mortgagee of liabilities of Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and Mortgagor assigns to Mortgagee the rents, issues and profits of the Premises. If an Event of Default occurs under this Mortgage, Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the Event of Default exists and during the pendency of any foreclosure proceedings and during any redemption period. Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by Mortgagee to enforce its rights under this Mortgage. Mortgagee shall at no time have any obligation to attempt to collect rent or other amounts from any tenant or occupier of the Premises. Mortgagee shall at no time have any obligation to enforce any other obligations owed by tenants or occupiers of the Premises to Mortgagor. No action taken by Mortgagee under this Mortgage shall make Mortgagee a "mortgagee in possession." Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. The assignment of licenses and permits under this Mortgage shall not be construed as a consent by Mortgagee to any license or permit so assigned, or to impose upon Mortgagee any obligations with respect to them. Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the Premises) without first obtaining the written approval of Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than Mortgagor), unless this consent has been obtained nor shall this paragraph be construed as a present assignment of any license or permit that Mortgagor is required by law to hold. Mortgagor shall comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee to take subject to any of these agreements unless specifically set forth on attached Schedule A, if any, and Mortgagee does not assume any obligations under these agreements. Mortgagor shall promptly provide Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the Premises and its operations as Mortgagee, from time to time, may request.

employees is irrevocably appointed attorney-in-fact and is duly authorized and empowered to receive, receipt for, discharge and satisfy any condemnation award and judgment, whether joint or several, on behalf of Mortgagor. Mortgagee shall not be liable for failure to collect any condemnation award, regardless of the cause of such failure.

10.(a) Mortgagor represents and covenants that Mortgagor has not used Hazardous Materials (as later defined) on or affecting the Premises in any manner which violates Environmental Laws (as later defined), that there is no condition concerning the Premises which could require remediation pursuant to Environmental Laws, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any current or prior occupant has used Hazardous Materials on or affecting the Premises in any manner which violates Environmental Laws. Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the Premises unless done in strict compliance with all Environmental Laws; (b) Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the Premises, whether caused by Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and Mortgagor shall notify Mortgagee in writing prior to taking, and continually after that of the status of, all such actions. Mortgagor shall, promptly upon Mortgagee's request, provide Mortgagee with copies of the results of all such actions and all related documents and information. Any remedial, removal or other action by Mortgagor shall not be deemed a cure or waiver of any breach of this paragraph 10 due to the presence or use of Hazardous Materials on or affecting the Premises. Additionally, Mortgagor shall defend, indemnify and hold harmless Mortgagee, its employees, agents, shareholders, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney fees) of whatever kind arising out of or related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the Premises, (ii) any personal injury (including, without limit, wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order related to these Hazardous Materials, (iv) the cost of removal of Hazardous Materials from any portion of the Premises, (v) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the Premises, (vi) complying with all Environmental Laws and/or (vii) any violation of Environmental Laws or requirements of Mortgagee, which are in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by Mortgagee), investigation and laboratory fees and environmental studies required by Mortgagee (whether prior to foreclosure, or otherwise). Upon the request of Mortgagee, Mortgagor and any guarantor shall execute a separate indemnity consistent with this paragraph; (c) Mortgagor has never received any notice ("Environmental Complaint") of any potential violation of Environmental Laws with respect to Mortgagor or the Premises (and, within five (5) days of receipt of any Environmental Complaint, Mortgagor shall give Mortgagee a copy of it), and to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party with respect to Mortgagor or the Premises for noncompliance with any Environmental Laws; (d) In the event this Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagee, purchaser or grantee, as the case may be, free of Hazardous Materials so that the condition of the Premises shall not be a violation of any Environmental Laws; (e) Upon ten (10) days notice to Mortgagor (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of Mortgagee's other rights under this Mortgage or elsewhere, Mortgagee has the right, but not the obligation, to enter on the Premises and to take those actions as it deems appropriate to investigate or test for, clean up, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials upon Mortgagee's receipt of any notice from any source asserting the existence of any Hazardous Materials or an Environmental Complaint pertaining to the Premises which, if true, could result in an order, suit or other action against Mortgagor or any part of the Premises which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. Any such actions conducted by Mortgagee shall be solely for the benefit of and to protect the interests of Mortgagee and shall not be relied upon Mortgagor or any third party for any purpose. By conducting any such actions, Mortgagee does not assume control over the environmental affairs or operations of Mortgagor nor assume any liability of Mortgagor or any third party; (f) The provisions of this paragraph 10 shall be in addition to all other obligations and liabilities Mortgagor may have to Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of the Indebtedness, (ii) the satisfaction of all other obligations of Mortgagor under this Mortgage and under the other loan documents, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure; and (g) For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, asbestos, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and (ii) "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment.

11. Upon the occurrence of any of the following events (each an "Event of Default"), Mortgagor shall be in default under this Mortgage: (a) Any failure to pay the Indebtedness or any other indebtedness when due, by acceleration or otherwise; (b) Any failure to comply with, or breach of, any term of this Mortgage, or any other agreement between Borrower, Mortgagor, or any guarantor of any of the Indebtedness ("guarantor") and Mortgagee; (c) Any

warranty, representation, or other information made, given or furnished to Mortgagee by or on behalf of Borrower, Mortgagor, or any guarantor shall be, or shall prove to have been, false or materially misleading when made, given, or furnished; (d) Any loss, theft, substantial damage or destruction to or of any of the Premises, or the issuance or filing of any attachment, levy, garnishment or the commencement of any proceeding in connection with any of the Premises or of any other judicial process of, upon or in respect of Borrower, Mortgagor, any guarantor, or any of the Premises; (e) Sale or other disposition by Borrower, Mortgagor, or any guarantor of any substantial portion of its assets or property; or voluntary suspension of the transaction of business by Borrower, Mortgagor, or any guarantor; or death, dissolution, termination of existence, merger, 12. Acceleration of the Indebtedness as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that, at any time after acceleration, a tender of payment of the amount necessary to satisfy the entire Indebtedness by or on behalf of Mortgagor or otherwise, must include any applicable prepayment premium or formula.

13. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option to do any or all of the following: (a) Declare the entire unpaid amount of the Indebtedness, including, without limit, accrued and unpaid interest on it and any applicable prepayment premium or formula, and all other charges payable by Mortgagor to Mortgagee, to be immediately due and payable and, at Mortgagee's option, (i) to bring suit for the same, or (ii) to take all steps and institute all other proceedings that Mortgagee deems necessary to enforce payment of the Indebtedness and performance under this Mortgage and to protect the lien of this Mortgage; (b) Commence foreclosure proceedings against the Premises through judicial proceedings or by advertisement, at the option of Mortgagee. The commencement by Mortgagee of foreclosure proceedings shall be deemed an exercise by Mortgagee of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. Mortgagor grants power to Mortgagee to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in a single parcel or in several parcels at the option of Mortgagee; (c) Procure new or cause to be updated abstracts, tax histories, title insurance, or title reports; (d) Obtain a receiver to manage the Premises and collect the rents, profits and income from it; (e) Contest the amount or validity of any taxes applicable to the Premises by appropriate proceedings either in Mortgagee's name, Mortgagor's name or jointly with Mortgagor. Mortgagor shall execute and deliver to Mortgagee, upon demand, whatever documents and information Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. Mortgagor shall reimburse Mortgagee for all costs and expenses, including, without limit, attorney fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to consolidation, insolvency, business failure, or assignment for the benefit of creditors of or by Borrower, Mortgagor, or any guarantor; or commencement of any proceedings under any state or federal bankruptcy or insolvency laws or laws for the relief of debtors by or against Borrower, Mortgagor, or any guarantor; or the appointment of a receiver, trustee, court appointee, sequestrator or otherwise, for all or any part of the property of Borrower, Mortgagor, or any guarantor; (f) Default under any mortgage or security agreement against any of the Premises; or (g) Mortgagee deems itself insecure, in good faith believing that the prospect of payment of the Indebtedness or performance of this Mortgage is impaired or shall fear deterioration, removal, or waste of the Premises.

Mortgagor. Mortgagee and any of its employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to execute and deliver in the name of Mortgagor those documents deemed necessary or proper by Mortgagee to carry out any tax contest proceeding or receive any resulting refunds; and/or (f) In the event of any sale of the Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as Mortgagee may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage including, without limit, attorney fees; (ii) all sums expended or incurred by Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to Mortgagor unless a court of competent jurisdiction decrees otherwise.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVER-TISEMENT AND THE RELATED SALE OF THE PREMISES, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE PREMISES. MORTGAGOR WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CON-NECTION WITH FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

14. No single or partial exercise, or delay in the exercise, of any right or power under this Mortgage, shall preclude other or further exercise of the rights and powers under this Mortgage. The unenforceability of any provision of this Mortgage shall not affect the enforceability of the remainder. This Mortgage constitutes the entire agreement of Mortgagor and Mortgagee with respect to the subject

matter of this Mortgage. No amendment of this Mortgage shall be effective unless the same shall be in writing and signed by Mortgagor and an authorized officer of Mortgagee. If there is more than one Mortgagor, all undertakings, warranties and covenants made by Mortgagor and all rights and powers given to Mortgagee are made or given jointly and severally. This Mortgage shall be binding on Mortgagor and Mortgagee and on Mortgagor's and Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for Mortgagor. This shall not be deemed a consent by Mortgagee to a conveyance by Mortgagor of all or part of the Premises or of any ownership interest in Mortgagor. Mortgagee may sell, assign or grant participations in any of the Indebtedness and any related obligations, including, without limit, this Mortgage. Mortgagee may provide information relating to this Mortgage or relating to Mortgagor to Mortgagee's parent, affiliates, subsidiaries, service providers, assignees and participants. In the event of foreclosure of this Mortgage or the enforcement by Mortgagee of any other remedies under this Mortgage, Mortgagor

16. Nothing in this Mortgage shall be construed to preclude Mortgagee from pursuing any available remedy provided by law for the collection of the Indebtedness or enforcement of its rights upon an Event of Default. Nothing in this Mortgage shall reduce or release any rights or security interests of Mortgagee contained in any existing agreement between Borrower, Mortgagor, or any guarantor and Mortgagee. No waiver of default or consent to any act by Mortgagor shall be effective unless in writing and signed by an authorized officer of Mortgagee. No waiver of any default or forbearance on the part of Mortgagee in enforcing any of its rights under this Mortgage shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.

17. At the sole option of Mortgagee, this Mortgage shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of the Premises upon the execution by Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.

18. All notices and demands required or permitted to be given to Mortgagor shall be deemed given when delivered to Mortgagor or when placed in an envelope addressed to Mortgagor at the address above, or at such other address as Mortgagee may have on its records, and deposited, with postage, in a depository under the custody of the United States Postal Service or delivered to an overnight delivery courier. The mailing may be certified, first class or overnight delivery mail.

19. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Mortgage shall modify the terms and conditions of that Indebtedness nor prevent Mortgagee from making demand, without notice and with or without reason, for immediate payment of any or all of that Indebtedness at any time(s), whether or not an Event of Default has occurred.

waives any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require Mortgagee to pursue its remedies against any other assets or any other party. Upon full and final payment of the Indebtedness and performance by Mortgagor of all its other obligations under this Mortgage, except as otherwise provided in paragraphs 10(f) and 20, the parties shall automatically each fully and finally release and discharge the other from any claim, liability or obligation in connection with this Mortgage and the Indebtedness. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Michigan.

15. Promptly upon the request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all further documents, and do all further acts as Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.

20. Notwithstanding any prior revocation, termination or discharge of this Mortgage, (except as to the rights of subsequent intervening bona fide purchasers or lienholders) the effectiveness of this Mortgage shall automatically continue or be reinstated in the event that (a) any payment received or credit given by Mortgagee in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable law, in which case this Mortgage shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is sought to be imposed against Mortgagee relating to any matter as to which Mortgagor agreed to indemnify Mortgagee under this Mortgage, including, without limit, as to the presence of Hazardous Materials on, in or about the Premises, whether this matter is known or unknown, now or later exists (excluding only matters which arise after any acquisition by Mortgagee of the Premises, by foreclosure, deed in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including, without limit, attorney fees) incurred by Mortgagee as the direct or indirect result thereof. In the event of continuation or reinstatement of this Mortgage, Mortgagor agrees upon demand by Mortgagee to execute and deliver to Mortgagee those documents which Mortgagee determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to Mortgagee upon demand such documents, Mortgagee and each employee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of

Mortgagor.

21. **MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.**

22. Additional provisions, if any:

IN WITNESS WHEREOF, Mortgagor has signed and delivered this Mortgage the day and year first written above.

RECORDING REQUIREMENTS: Two witnesses are required for each Mortgagor. Type or print name of each Mortgagor, Witness and Notary beneath the respective signature line.

WITNESSES:

SIGNATURE OF George Haratsaris

SIGNATURE OF Cherie M. Rosl

MORTGAGOR(S)

Sybill, Inc.

By: Vasilios Madias

SIGNATURE OF Vasilios Madias

Its: PRESIDENT

TITLE (if applicable)

By: Vasilios Madias

SIGNATURE OF Vasilios Madias

Its: SECRETARY

TITLE (if applicable)

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me on 4/16/01 by Vasilios Madias, President and Secretary of Sybill, Inc., on behalf of the corporation.

Notary Public, WAYNE County, Michigan

My commission expires: STEPHEN J. PENTE Notary Public, Wayne County, MI Acting in _____ Co., MI My Commission Expires 12/26/2004

Prepared by and when recorded return to:
Jon S. Green, Esq.
Miller, Canfield, Paddock and Stone, PLC
150 W. Jefferson, Suite 2500
Detroit, MI 48226

EXHIBIT "A"

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way, City of Detroit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 through 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning, North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (Liber 1 Plats, Page 236, Wayne County Records) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwesterly corner of said Lot 311; Thence North 28 degrees 01 minute 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); Thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; Thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of

Lot 321 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; Thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; Thence South 28 degrees 01 minute 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; Thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision: and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; Thence South 61 degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning;

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (Liber 9 Plats, Page 19, Wayne County Records); Proceeding thence from said point of beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 through 351 inclusive, and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; Thence South 28 degrees 01 minute 35 seconds East along the Westerly line of said Cavalry Avenue as opened through said subdivisions, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); Thence South 61 degrees 58 minutes 25 seconds West along the Northerly line of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; Thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81 and the Westerly line of Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning;

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Feedback/Problems Click Here
New Features Click Here

Thursday, January 16, 2003

Address Search Click Here

City of Detroit

Real Property Inquiry System
Property Data & Long Legal Descriptions

The Following Information Was Found

Click Here to View City Services

Property Address: 111 MILITARY	*Ward/Item: 16/016494-503*	*Tax Name: SYBILL INC.*
Tax Address: 3345 GREEN FIELD RD City/State/Zipcode: MELVINDALE MI 48122-1241	*Tax Info. Last Updated On: 05/19/2002*	*DIMEN_ID: 170,440 SQ FT Land Value Map Number: 100*
2002 Assessed Value: $253,650.00 2001 Assessed Value: $254,050.00 2000 Assessed Value: $254,350.00	*2002 True Cash Value: $507,300.00 2001 True Cash Value: $508,100.00 2000 True Cash Value: $508,700.00*	*LOT Number-Text: 23- 83.343 Subdivision Codes (Liber: 00009/ Page: 019)*
2002 State Equalized Value: $253,650.00 2001 State Equalized Value: $254,050.00 2000 State Equalized Value: $254,350.00	*2002 Capped Value: $238,935.21 2001 Capped Value: $231,526.37 2000 Capped Value: $224,347.26*	*2002 Taxable Value: $238,935.21 2001 Taxable Value: $231,526.37 2000 Taxable Value: $224,347.26*

Land Use Description: SECONDARY - MISCELLANEOUS BUILDINGS Land Type: INDUSTRIAL

Primary Structure Description: ()

Primary Structure Area Units Unknown: Not Available Year Built: Not Available

Click Here To View Map of The Area

AKA Address: SYBIL, INC. Sub-Division Text: DANIEL SCOTTENS (PLATS)

Legal Description
W MILITARY 321 THRU 329 S 15FT OF 315 314 THRU 305 E 317FT OF LOTS 88 & 83 ALSO VAC HUSSAR AVE AND ALLEYS ADJ DANIEL SCOTTENS SUB L9 P19 PLATS, WCR 16/8 170,440 SQ FT

A-30

Feedback/Problems Click Here
New Features Click Here

Thursday, January 16, 2003

Address Search Click Here

City of Detroit

Real Property Inquiry System
Property Data & Long Legal Descriptions

The Following Information Was Found

Click Here to View City Services

Property Address: 151 MILITARY	*Ward/Item: 16/015840-7*	*Tax Name: SYBIL INCORP*
Tax Address: 151 MILITARY ST City/State/Zipcode: DETROIT MI 48209-4102	*Tax Info. Last Updated On: 05/19/2002*	*DIMEN_ID: 123,630 SQFT Land Value Map Number: 100*
2002 Assessed Value: $36,650.00 2001 Assessed Value: $36,700.00 2000 Assessed Value: $36,700.00	*2002 True Cash Value: $73,300.00 2001 True Cash Value: $73,400.00 2000 True Cash Value: $73,400.00*	*LOT Number-Text: SEE COMPLETE LEGAL Subdivision Codes (Liber: 00009/ Page: 019)*
2002 State Equalized Value: $36,650.00 2001 State Equalized Value: $36,700.00 2000 State Equalized Value: $36,700.00	*2002 Capped Value: $37,085.90 2001 Capped Value: $35,935.95 2000 Capped Value: $34,821.66*	*2002 Taxable Value: $36,650.00 2001 Taxable Value: $35,935.95 2000 Taxable Value: $34,821.66*

Land Use Description: SECONDARY - MISCELLANEOUS BUILDINGS Land Type: INDUSTRIAL

Primary Structure Description: PWR HSE ETC (Power house switch or transformer bldg)

Primary Structure Square Footage: 308 Year Built: 1972

Click Here To View Map of The Area

AKA Address: SYBIL, INC. Sub-Division Text: DANIEL SCOTTENS (PLATS)

Legal Description
E MILITARY N 20 FT 81 82 & 89 330 THRU 335 W 27 FT 350 351 THRU 355 & VAC ALLEYS ADJ EXC CAVALRY AS OPENED DANIEL SCOTTEN SUB L9 P19 PLATS, W C R 16/8 123,630 SQ FT

A-31

SEARCH OF TITLE

EFFECTIVE DATE: **September 25, 2003 at 8:00 A.M.**	SEARCH NUMBER: **03235244**

From examination of the records in the Register of Deeds Office, Wayne County, Michigan, for property described as follows, to wit:

Land situated in the City of Detroit, Wayne County, Michigan

PARCEL A:

A parcel of land located between Dragoon Avenue and Military Avenue, North of the Norfolk & Western/Chesepeake & Ohio Railroad Right-of-Way, City of troit, Wayne County, Michigan, being Lots 305 through 314 inclusive, the South 1/2 of Lot 315, and Lots 321 thru 329 inclusive, including vacated Hussar Avenue (60 feet wide) lying between Dragoon Avenue and Military Avenue, and part of a vacated alley (30 feet wide), of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 83 and 88 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, being more particularly described as follows: Beginning at the intersection of the Easterly line of Dragoon Avenue (66 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said point being also the Southwesterly corner of Lot 305 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, C.R.); Proceeding thence from said point of beginning North 28 degrees 04 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly line of said Lot 305, the Westerly line of that portion of Lots 83 and 88 of said "Daniel Scotten's Subdivision" (L. 1 Plats, P. 236, W.C.R.) not taken for said Dragoon Avenue, and the Westerly line of Lots 306 through 311 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.50 feet (recorded 390.00 feet) to the Northwestelry corner of said Lot 311; thence North 28 degrees 01 minutes 45 seconds West along the Easterly line of said Dragoon Avenue, said line being also the Westerly end of vacated Hussar Avenue (60 feet wide) and the Westerly line of Lots 312, 313, 314 and the Southerly 1/2 of Lot 315 of said "Plat of Daniel Scotten's Subdivision", a distance of 155.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Northerly line of the Southerly 1/2 of said Lot 315 and its Easterly extension, a measured distance of 162.15 feet to a point on the center line of a vacated alley (30 feet wide); thence South 28 degrees 02 minutes 45 seconds East along the center line of said vacated alley, a measured distance of 15.00 feet to a point; thence North 61 degrees 54 minutes 15 seconds East along the Westerly extension of and along the Northerly line of Lot 321 of said "Plat of Daniel Scotten's Suddivision", a measured distance of 155.14 feet to the Northeasterly corner of said lot; thence South 28 degrees 04 minutes 02 seconds East along the Westerly line of Military Avenue (66 feet wide), said line being also the Easterly line of Lots 321, 322 and 323 of said "Plat of Daniel Scotten's Subdivision", a distance of 80.00 feet to the Southeasterly corner of said Lot 323; thence South 28 degrees 01 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly end of said vacated Hussar Avenue, a distance of 60.00 feet to the Northeasterly corner of Lot 324 of said "Plat of Daniel Scotten's Subdivision"; thence South 28 degrees 02 minutes 45 seconds East along the Westerly line of said Military Avenue, said line being also the Easterly line of Lots 324 through 329 inclusive of said "Plat of Daniel Scotten's Subdivision", the Easterly line of Lots 88 and 83 of said "Daniel Scotten's Subdivision" and the Easterly line of Lot 305 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.77 feet (recorded 390.00 feet) to the Southeasterly corner of said Lot 305; thence South 61

Continued on next page

LEGAL DESCRIPTION (continued)

degrees 57 minutes 11 seconds West along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of said Lot 305, a measured distance of 317.12 feet (recorded 317.00 feet) to the point of beginning.

PARCEL B:

A parcel of land bounded on the North by Hussar Avenue, on the East by Cavalry Avenue, on the South by the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way and on the West by Military Avenue, City of Detroit, Wayne County, Michigan, being Lots 330 through 335 inclusive, Lots 351 through 355 inclusive and the Westerly 27.00 feet of Lot 350, including vacated alleys of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats, on Page 19, Wayne County Records, and part of Lots 81, 82 and 89 of "Daniel Scotten's Subdivision of all that part of Private Claim No. 32 and the Easterly part of Private Claim No. 268 lying between Fort Street and the River Road, so called" as recorded in Liber 1 of Plats, on Page 236, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Southeasterly corner of Hussar Avenue (60 feet wide) and Military Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 335 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.); Proceeding thence from said point beginning North 61 degrees 56 minutes 15 seconds East along the Southerly line of said Hussar Avenue, said line being also the Northerly line of Lot 335, the Northerly end of a vacated alley (20 feet wide), the Northerly line of Lots 355 thru 351 inclusive and the Northerly line of the Westerly 27.00 feet of Lot 350 of said "Plat of Daniel Scotten's Subdivision", a measured distance of 317.50 feet (recorded 317.00 feet) to the Southwesterly corner of Cavalry Avenue (50 feet wide) and said Hussar Avenue; thence South 28 degrees 01 minutes 35 seconds East along the Westerly line of said Cavalry Avenue as opened thru said subdivision, a measured distance of 390.95 feet (described 390.00 feet) to the point of intersection of said street line with the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 58 minutes 25 seconds West along the Northelry of of said railroad right-of-way, said line being also part of the Southerly line of the Northerly 20.00 feet of Lot 81 of said "Daniel Scotten's Subdivision" a measured distance of 317.36 feet (described 317.00 feet) to the point of intersection of said right-of-way line with the Easterly line of said Military Avenue; thence North 28 degrees 02 minutes 45 seconds West along the Easterly line of said Military Avenue, said line being also the Westerly line of the Northerly 20.00 feet of Lot 81, and the Westerly line Lots 82 and 89 of said "Daniel Scotten's Subdivision" and the Westerly line of Lots 330 through 335 inclusive of said "Plat of Daniel Scotten's Subdivision", a measured distance of 390.75 feet (recorded 390.00 feet) to the point of beginning.

[redacted] [redacted]

PPARENT OWNER:

SYBILL, INCORPORATED, a Michigan corporation

Continued on next page

SUBJECT TO:

1. Warranty Deed executed by PAUL J. LIENHARD and BELLE LIENHARD, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded August 8, 1956 in Liber 13145, Page 19, Wayne County Records.

2. Warranty Deed executed by JOSEPH D'ALEXANDER, also known as JOSEPH ANTHONY D'ALEXANDER and ROSEMARY D'ALEXANDER, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded July 27, 1966 in Liber 16058, Page 324, Wayne County Records.

3. Warranty Deed executed by JOHN V. BRUNACKEY and HELEN BRUNACKEY, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded September 29, 1967 in Liber 16425, Page 749, Wayne County Records.

4. Quit Claim Deed executed by JOHN V. BRUNACKEY and HELEN BRUNACKEY, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded October 10, 1967 in Liber 16435, Page 621, Wayne County Records.

5. Warranty Deed executed by JAMES BODNAR and THERESA BODNAR, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded July 25, 1968 in Liber 16726, Page 888, Wayne County Records.

6. Warranty Deed executed by ALICE TOOMASIAN also known as ARSHALOUIS TOUMASIAN also known as ALICE ARSHALOUIS TOOMASIAN to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded February 27, 1969 in Liber 16942, Page 592, Wayne County Records.

7. Deed of Executor/Administrator executed by THE DETROIT BANK AND TRUST CORPORATION, SPECIAL ADMINISTRATOR WITH POWERS GENERAL OF THE ESTATE OF MGRDICH YENOFKIAN, DECEASED to HARRY BERESH, recorded June 17, 1971 in Liber 17738, Page 44, Wayne County Records.

8. Warranty Deed executed by ZARROUHE SHOUSHANIAN, a married woman; PRASDAN EROYAN, a married woman; ARMA S. MARDEROSIAN, a married woman; AGNES M. KEOSSIAN, a married woman, guardian for minors, MICHAEL PETER KEOSSIAN and SHARLA LYNN KEOSSIAN to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded December 26, 1972 in Liber 18290, Page 709, Wayne County Records.

9. Deed of Executor/Administrator executed by FRANK G. MIXTER, GUARDIAN OF THE ESTATE OF JOSEPH MAYOR, a mentally incompetent person to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded June 25, 1974 in Liber 18840, Page 372, Wayne County Records.

10. Warranty Deed executed by VICTOR A. ALMAS and MARTHA M. ALMAS, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded August 5, 1974 in Liber 18877, Page 263, Wayne County Records.

11. Quit Claim Deed executed by EMMA C. BECKER, a single woman to EMMA C. BECKER, AS TRUSTEE UNDER EMMA C. BECKER TRUST AGREEMENT DATED MARCH 31, 1975, recorded May 13, 1975 in Liber 19895, Page 305, Wayne County Records.

12. Quit Claim Deed executed by EMMA C. BECKER, INDIVIDUALLY, AND AS TRUSTEE UNDER EMMA C. BECKER TURST AGREEMENT DATED MARCH 31, 1975 to EMMA C. BECKER AND LINUS L. DROGS, II, a married man, as joint tenants with full rights of survivorship and not as tenants in common, recorded April 27, 1979 in Liber 20490, Page 262, Wayne County Records.

13. Warranty Deed executed by MARVIN CLARK and DORIS CLARK, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded September 10, 1979 in

Continued on next page

SUBJECT TO: (continued)

Liber 20634, Page 926, Wayne County Records.

14. Warranty Deed executed by VICTOR A. ALMAS and MARTHA M. ALMAS, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded September 11, 1979 in Liber 20637, Page 503, Wayne County Records.

15. Warranty Deed executed by ROY SAYYAE and ANNA SAYYAE, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded October 10, 1979 in Liber 20672, Page 291, Wayne County Records.

16. Warranty Deed executed by TORSTEN A. PETERS and RUTH PETERS, his wife to EMMA BECKER, a married woman, assignee of RUSSELL WISCHER and BEVERLY WISCHER, his wife, recorded November 19, 1979 in Liber 20715, Page 303, Wayne County Records.

17. Warranty Deed executed by LINUS L. DROGS, II, a married man and survivor of himself and EMMA C. BECKER, with rights of survivorship and not as tenants in common and KAREN L. DROGS, his wife to ~~LINUS L. DORGS, II~~, recorded December 17, 1979 in Liber 20739, Page 716, Wayne County Records. WRONG

18. Warranty Deed executed by CARLOS PEREZ and GILA PEREZ, his wife to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded December 17, 1979 in Liber 20739, Page 718, Wayne County Records.

19. Mortgage and Security Agreement executed by SYBILL, INCORPORATED, a Michigan corporation, as mortgagor, to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded January 15, 1991 in Liber 24975, Page 406, Wayne County Records.

20. Steam Service Agreement exeucted between SYBILL, INCORPORATED, a Michigan corporation and GENERAL MOTORS CORPORATION, a Delaware corporation, recorded January 15, 1991 in Liber 24975, Page 419, Wayne County Records.

21. Option Agreement executed between SYBILL, INCORPORATED, a Michigan corporation and GENERAL MOTORS CORPORATION, a Delaware corporation, recorded January 15, 1991 in Liber 24975, Page 425, Wayne County Records.

22. Limited Covenant Deed executed by GENERAL MOTORS CORPORATION, a Delaware corporation to SYBILL, INCORPORATED, a Michigan corporation, recorded January 15, 1991 in Liber 24975, Page 433, Wayne County Records.

23. Claim of Lien in the amount of $16,059.34 in favor of SINELLI CONCRETE CO., recorded January 7, 1992 in Liber 25509, Page 181, Wayne County Records.

24. Notice of Lis Pendens in the matter of TRIANGLE ELECTRIC COMPANY, a Michigan corporation vs. SYBILL INC., a Michigan corporation, NAVE, INC., a Michigan corporation, GENERAL MOTORS CORPORATION, a Delaware corporation, Wayne County Circuit Court Case No. 92-202808CK, recorded January 30, 1992 in Liber 25548, Page 807, Wayne County Records.

25. Memorandum of Mortgage and Security Agreement executed by SYBILL, INCORPORATED, a Michigan corporation to GENERAL MOTORS CORPORATION, a Delaware corporation, recorded March 23, 1995 in Liber 27944, Page 818, Wayne County Records.

26. Notice of Lis Pendens in the matter of CITY OF DETROIT, a Michigan municipal corporation vs. SYBIL INCORPORATED, GENERAL MOTORS CORPORATION, and SINELLI

Continued on next page

CONCRETE, INC., recorded August 30, 1995 in Liber 28248, Page 572, Wayne County Records.

27. Notice of Lis Pendens in the matter of CITY OF DETROIT, a Michigan municipal corporation vs. SYBIL INC., GENERAL MOTORS CORPORATION, Wayne County Circuit Court Case No. 96-601718CH, recorded February 2, 1996 in Liber 28560, Page 711, Wayne County Records.

28. Claim of Lien in the amount of $16,519.25 in favor of J.A. MARBLE COMPANY, INC., recorded April 16, 1998 in Liber 29832, Page 6232, Wayne County Records.

29. Financing Statement executed between SYBILL, INC., a Michigan corporation, as debtor, and COMERICA BANK, as secured party, recorded August 5, 1998 in Liber 29873, Page 5259, Wayne County Records.

30. Claim of Lien in the amount of ~~$66,845.67~~ in favor of L.A. WELDING & MECHANICAL, INC., recorded June 11, 1998 in Liber 29878, Page 4712, Wayne County Records.

31. Continuing Collateral Mortgage executed by SYBILL, INC. to COMERICA BANK, recorded April 27, 2001 in Liber 33720, Page 228, Wayne County Records.

32. Continuing Collateral Mortgage executed by SYBILL, INC. to COMERICA BANK, recorded April 27, 2001 in Liber 33720, Page 240, Wayne County Records.

33. TAXES:

Ward Number: 16 Item Number: 016494-503

1998 City tax DUE in the amount of $8,725.32, plus penalty and interest, if any.

1998 School tax DUE in the amount of $3,900.56, plus penalty and interest, if any.

1999 City tax DUE in the amount of 44,426.29, plus penalty and interest, if any.

1999 School tax DUE in the amount of $3,962.96, plus penalty and interest, if any.

2001 City tax DUE in the amount of $10,657.86, plus penalty and interest, if any.

2001 School tax DUE in the amount of $4,167.46, plus penalty and interest, if any.

2001 County tax DUE in the amount of $4,472.92, plus penalty and interest, if any.

2002 City tax DUE in the amount of $11,397.44, plus penalty and interest, if any.

2002 State Education tax DUE in the amount of $1,433.60, plus penalty and interest, if any.

2002 School tax DUE in the amount of $4,300.82, plus penalty and interest, if any.

2002 County tax DUE in the amount of $3,342.57, plus penalty and

Continued on next page

TAXES: (continued)

interest, if any.

No Special Assessments

This report contains information from public land records available in the county indicated above for whose accuracy and completeness we assume no responsibility. This report is released with the understanding that it is strictly confidential and only to be used by the party requesting it. This report is not to be construed as an opinion of title or as a commitment for title insurance. For matters of a legal nature we suggest you contact your attorney. The liability of *Stewart Michigan Title Agency* is limited to the amount paid for this report. *Stewart Michigan Title Agency* assumes no liability, financial or otherwise, in association with the information in this report.

By: _____,

BRIAN J.D. HOWELL