

Warranty Deed
A. E. Carter wife

INDEXED to

The City of Livingston

COMPARED,

STATE OF MICHIGAN
Macomb County,
Register's Office

signed for Record this 21st day of

January A. D. 1910 at 190

Recorded in Liber

68 of Deeds

John C. Dehann
Register of Deeds

Certificate furnished in compliance
with Sec. 120 Act 107, 1907

THIS IDENTURE, - made this FIFTEENTH day of DECEMBER in the year of our LORD ONE THOUSAND NINE HUNDRED AND NINE, between ANTOINE E. CARTIER and ELIZA A. CARTIER, his wife, of LUDINGTON, MASON COUNTY, MICHIGAN, PARTIES of the FIRST PART, and the CITY OF LUDINGTON, a MUNICIPAL CORPORATION of MICHIGAN, PARTY of the SECOND PART, WITNESSETH:- That the said PARTIES of the FIRST PART, for and in consideration of ONE DOLLAR, the RECEIPT of which is hereby acknowledged, also GOOD WILL, for the future GROWTH and PROSPERITY of the said CITY of LUDINGTON, along the lines of MORALITY as well as POPULATION, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said PARTY of the SECOND PART Forever, all the following described lands, situated in the TOWNSHIP of PERE MARQUETTE, in the COUNTY of MASON and STATE of MICHIGAN, and described as follows, to-wit.:

~~Commencing at a point on the West line of Section~~
Ten (10) in Township Eighteen (18) North of Range Eighteen (18) West and Three Hundred Thirty-Four and one-half (334 1/2) feet North of the North one-eighth (1/8) part on said Section Line, running thence East by South to the North and South one-quarter (1/4) line of said Section Ten (10) to a point Nine Hundred Eighty (980) feet North of the Center post of said Section Ten (10); thence North along the said one-quarter (1/4) line to the shore of Lincoln Lake; thence West along the shore of said Lincoln Lake to the Section Line between Sections Nine (9) and Ten (10) extended North to said shore of Lincoln Lake; thence South to the point of beginning, with appurtenant Riparian Rights of said Lincoln Lake, Except the Right of Way to Ludington & Northern Railway, also the land on the East side for street purposes of Charles Street of the City of Ludington extended; also the lease of one (1) lot to O. L. Bentley, which expires July 20, 1910, and the lease of three (3) lots to A. F. Keseberg for ice house purposes, which expires October 15, 1916, containing Seventy-Four and 80/100 (74 80/100) acres more or less.

Together with all and singular the HEREDITAMENTS and APPURTENANCES thereunto belonging or in anywise appertaining under the following contained agreements. The said SECOND PARTY to use above described lands for PARK PURPOSES only. If at any time the above described lands or any part of them are used for any other purpose or purposes, the land to revert IPSO-FACTO to the said PARTIES of the FIRST PART or their HEIRS, EXECUTORS or

ADMINISTRATORS. Also the said PARTY of the SECOND PART will within a reasonable time, lay out, plat and survey said lands for PARK PURPOSES, and when this is done, the said PARTIES of the FIRST PART, or D. E. CARTIER AND CHARLES E. CARTIER to be consulted and approve of said plans before said plans become operative. The said SECOND PARTY agrees to name said Park "CARTIER PARK", and this NAME to be PERPETUAL.

The said PARTIES of the FIRST PART, their HEIRS, EXECUTORS or ADMINISTRATORS reserve all timber and trees now on above described lands, but not the privilege to cut such timber or trees. If said SECOND PARTY cuts or falls or causes to be cut or felled any timber or trees, said timber or trees are to be delivered to such place or places within the CORPORATE LIMITS of the CITY OF LUDINGTON in such lengths or manner as THE CARTIER LUMBER COMPANY, its SUCCESSORS or ASSIGNS may direct without cost to the said THE CARTIER LUMBER COMPANY.

The said PARTY of the SECOND PART shall within a reasonable time cause to be constructed a BOULEVARD STREET, or ROAD between the above described land and the land on the shore of LAKE MICHIGAN known as the STEARNS PARK. This for the purpose of establishing a comprehensive PARK SYSTEM for the CITY OF LUDINGTON and its future growth.

The acceptance of this DEED of CONVEYANCE by the said CITY of LUDINGTON carries with said acceptance the obligations of said CITY of LUDINGTON TO perform all clauses contained herein.

TO HAVE AND TO HOLD the said premises as above described, with the APPURTENANCES and EXCEPTIONS unto the SAID PARTY of the SECOND PART FOREVER.

And the said ANTOINE E. CARTIER and ELIZA A. CARTIER, PARTIES of the FIRST PART, their HEIRS, EXECUTORS or ADMINISTRATORS, do covenant, grant, bargain and agree to and with the PARTY OF the SECOND PART, that at the time of the ENSEALING and DELIVERY

of these presents are well seized of the above granted premises in FREE SIMPLE, and that they are free from all incumbrances whatsoever, and that THEY WILL, and their HEIRS, EXECUTORS or ADMINISTRATORS shall WARRANT AND DEFEND the same against all lawful claims.

IN WITNESS WHEREOF the said PARTIES of the FIRST PART have hereunto set their HANDS and SEALS the DAY and YEAR first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

D. E. Cartier

Antoine P. Cartier (SEAL)

Eliza A. Cartier

Eliza A. Cartier (SEAL)

STATE OF MICHIGAN)
COUNTY OF MASON) SS

On this FIFTEENTH DAY of DECEMBER in the year ONE THOUSAND NINE HUNDRED AND NINE, before me, A NOTARY PUBLIC in and for said COUNTY, personally appeared ANTOINE E. CARTIER and ELIZA A. CARTIER to me known to be the PERSONS described in and who executed the written instrument who have acknowledged the same to be THEIR FREE ACT and DEED.



D. E. Cartier

Notary Public in and for
Mason County, Michigan.

My commission expires
May 26th 1913.