



of Beginning. Running thence S88°43'34"W 1337.41 feet; thence N00°34'25"W, 500.57 feet along the West 1/8 line of said Fractional Section 31; thence N89°44'05"E, 276.48 feet; thence S00°15'55"E, 280.00 feet; thence N89°44'05"E, 395.00 feet; thence S00°15'55"E, 180.00 feet; thence N89°44'05"E, 230.00 feet, thence N00°15'55"W, 255.00 feet, thence N89°44'05"E, 135.00 feet, thence S00°15'55"E, 70.00 feet, thence N89°44'05"E, 120.00 feet, thence N00°15'55"W, 200.00 feet; thence S89°44'05"W, 80.00 feet; thence N00°15'55"W, 84.38 feet; thence N88°43'34"E, 92.27 feet; thence S00°38'10"E, 32.00 feet; thence N88°43'34"E, 168.00 feet; thence S00°38'10"E, 456.99 feet along the North & South quarter line of said Fractional Section 31 to the Point of Beginning, Being a part of the Southwest quarter of Fractional Section 31, Township 19 North, Range 13 East, Port Austin Township, Huron County, Michigan. Subject to easements and rights of way of record.

Property 3, commonly known as "4 empty acres associated with ELBI's campground" is described as follows:

Commencing at the South ¼ Corner of Fractional Section 31, T19N-R13E, Port Austin Township, Huron County, Michigan; thence N00°38'10"W 1510.14 feet along the North and South ¼ line of said Fractional Section 31 to the Point of Beginning; RUNNING THENCE N88°56'36"E 217.00 feet; thence S00°38'10"E 353.54 feet; thence N89°37'57"W 167.13 feet; thence N58°47'52"W 64.98 feet; thence N85°06'41"W 496.40 feet; thence S01°34'50"E 136.00 feet; thence S88°47'20"W 245.43 feet; thence N06°15'24"E 46.22 feet; thence N89°18'50"W 600.54 feet; thence N00°34'25"W 86.42 feet along the West 1/8 line of said Fractional Section 31; thence N88°43'33"E 1337.40 feet; thence N00°38'10"W 244.35 feet along the North and South ¼ line of said Fractional Section 31 to the Point of Beginning. Being a part of the South ½ of Fractional Section 31, T19N-R13E, Port Austin Township, Huron County, Michigan and containing 4.41 acres of land more or less. Subject to easements and right of ways of record..

1. **This Assignment of Land Contract and Purchase Agreement supersedes and completely replaces the Assignment of Land Contracts and Purchase Agreement dated April 28th, 2004, which is recorded at Liber 1048 Page 223, thus correcting multiple significant errors in that agreement.**
2. Property 1, 2 and 3 include the land and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, now on the premises, and subject to all easements of record.
3. Neither party, PASCC or ELBI, shall encumber Property 1, Property 2 or Property 3 with mortgages, liens or other encumbrances without the approval of the other party.
4. PASCC will observe all of the provisions of Contract 1 with the following modifications which ELBI and PASCC understand to be acceptable to Gary L. Babcock and Lorene J. Babcock: Upon signing this contract, PASCC will deliver a check to ELBI, payable to Gary L. Babcock and Lorene J. Babcock for Eighty Four Hundred Dollars (\$8400), Sixty Six Hundred Dollars (\$6600) of which constitutes the March 15, April 15 and May 15, 2004 payments of Twenty Two Hundred Dollars (\$2200) each, and Eighteen Hundred Dollars (\$1800) of which represents an additional amount paid for deviating from Contract 1. PASCC will make two additional payments to Gary L. Babcock and Lorene J. Babcock, Twenty Eight Hundred Dollars (\$2800) on June 15, 2004 and a final payment of Ninety Four Thousand Three Hundred Seventy Four and 16/100 Dollars (\$94,374.16) on July 15, 2004. Failure to make said payments by said dates shall constitute a default on the part of PASCC.
5. ELBI shall obtain and record a Warranty Deed in ELBI's name from Gary L. Babcock and Lorene J. Babcock for Property 1 within 30 days after the completion of said payments fulfilling the requirements of Gary L. Babcock and Lorene J. Babcock. ELBI shall not sell convey or encumber title to the property, but retain title and convey as described in the following points:
6. PASCC will observe all of the provisions of Contract 2 with the following modifications which ELBI and PASCC understand to be acceptable to the 754th, Inc.: Upon signing this contract, PASCC will deliver a check to ELBI, payable to the 754th, Inc., for Thirteen Thousand and Forty Four Dollars (\$13,044) which constitutes the March 15, April 15 and May 15, 2004 payments of Forty Three Hundred Forty Eight Dollars (\$4348) each. In correspondence with Contract 2, PASCC shall pay the Balance due of Ninety Four Thousand Six Hundred Thirty Three and 81/100 (\$94,633.81) at 7% beginning June 15, 2004. PASCC may pay the balance at any time, but must make, as a minimum, 24 payments of Forty Three Hundred Forty Eight Dollars (\$4348) on the fifteenth of each month from June 15, 2004 to May 15, 2006 and a final payment on July 15, 2006 of Fourteen Hundred Ninety Seven and 40/100 Dollars (\$1497.40). Hillcrest Unit 1 is a part of contract 2, but is being sold separately to Daniel Gersch of Port Austin, Michigan; the proceeds from which sale will go to the 754th, the amount thereof to be subtracted from the balance due from PASC to the 754th. Failure to make said payments including all interest due by said dates shall constitute a default on the part of PASCC.