BLOOMFIELD HILLS COMMISSION

December 1, 1931. Regular Meeting of Village Commission held in Village Hall. Called to order by President Allen.

Present at Roll Call:

President Allen, Commissioner Hunter, Commissioner Whittlesey, Commissioner James.

Minutes of Regular Meeting held November 3 approved as read.

No. 155

Moved by Commissioner Hunter and supported by Commissioner Whittlesey that the following bills amounting to $486.49 be ordered paid:

Detroit Edison Co.	$ 16.35
Mich. Bell Telephone Co.	52.86
Birmingham Transfer	4.50
Mitchell Office Equip. Co.	1.00
Lawson Erb Lumber Co.	3.43
Briarbank Auto Service	96.11
Higgins Rodgers Co.	25.00
Bloomfield Hills Grocery	9.23
Floyd S. Buck	68.00
Emerson C. Brown Co.	5.00
Birmingham Eccentric	32.30
J. Spalding	15.00
Watkins Radcliffe Co.	10.70
Volunteer Fire Dept.	6.00
Briarbank Garage	121.80

Yeas, 4; Nays, 0.

No. 156

Moved by Commissioner James and supported by Commissioner Whittlesey that the report of the Police Department be accepted.

Yeas, 4; Nays, 0.

No. 157

Moved by Commissioner Whittlesey and supported by Commissioner James that the report of the Fire Department be accepted.

Yeas, 4; Nays, 0.

No. 158

Moved by Commissioner Whittlesey and supported by Commissioner Hunter that the matter of hiring extra help in Post Office be left to judgment of Village Clerk.

Yeas, 4; Nays, 0.

No. 159

Moved by Commissioner Hunter and supported by Commissioner Whittlesey that Village Engineer be appointed to investigate the matter of combining Village and Township Fire Departments and report at the next commission meeting.

Yeas, 4; Nays, 0.

No. 160

Moved by Commissioner Whittlesey and supported by Commissioner Hunter that the following resolution be adopted:

Whereas, plans and specifications have been prepared and filed with the Village Clerk by the State Highway Department for the improvement of certain streets within the corporate limits of the Village of Bloomfield Hills, and said plans appear to be in proper form and are satisfactory to this body.

Therefore, be it resolved that the Common Council of the Village of Bloomfield Hills, County of Oakland, State of Michigan, hereby consents for and on behalf of the said municipality, that the following described highways, streets and parts of streets be designated as a State Trunk Line Road by the State Highway Commissioner: United States Interstate Highway No. 10 commonly known as Woodward Avenue.

Be it further resolved that the said plans and specifications be and the same are hereby approved and the consent of the Village is hereby given for the making of said improvement in accordance therewith.

Be it further resolved that the Village shall cause all water pipes, sanitary sewers or like underground work existing under the area to be paved, to be inspected and repaired where necessary to put the same into first class condition, and that the Village shall cause all additional water pipes, sanitary sewers and like underground work required under the area to be paved, except such storm drainage as provided for on pavement plans, to be properly installed previous to date recommended for letting of pavement contract.

Be it further resolved that the State Highway Department be reimbursed for all future repairs to the pavement included in this project, made necessary on account of faulty material or workmanship in such underground work or the repair of the same or the installation of additional underground work by the Village on bill rendered by the State Highway Department when such repairs to the pavement will have been completed.

Be it further resolved that the Village will at no time hereafter, without the written consent and approval of the State Highway Department, attach any further or other improvements to the improvements so made by the said department or make any change from these plans; nor will the Village erect, install or permit to be erected or installed any traffic guide, signal, sign or other device to control traffic or for advertising purposes except in conformity to the Rules and Regulations of the Michigan State Highway Department for uniform traffic control.

Be it further resolved that the date recommended for letting of pavement contract be November 25, 1931, or as soon thereafter as possible.

Motion adopted by the following vote:

Yeas, 4; Nays, 0.

No. 161

Moved by Commissioner James and supported by Commissioner Hunter that Ordinance No. 31 be adopted.

For, President Allen, Commissioner James, Commissioner Whittlesey, Commissioner Hunter.

Against, None.

The President thereupon declared said Ordinance No. 31 legally adopted.

Ordinance No. 31

AN ORDINANCE TO REGULATE THE MILK SUPPLY OF THE VILLAGE OF BLOOMFIELD HILLS.

The Village of Bloomfield Hills Ordains:

Section 1. That for the purpose of this ordinance:

(a) "Raw milk or cream" is milk or cream in its natural state and which has not been treated by artificial means for the destruction of bacteria contained therein.

(b) "Pasteurized milk or cream" is milk or cream every particle of which has been subjected to a temperature not lower than One Hundred and forty-two degrees (142°) Fahrenheit for not less than thirty (30) minutes after which it is promptly cooled to fifty degrees (50°) Fahrenheit or lower.

(c) "Certified milk" is milk produced in accordance with the provisions contained in Act No. 248 of the Public Acts of 1911 of the State of Michigan and any amendments thereto in effect at the time of production.

(d) "Grade A milk" is milk produced according to the requirements of Section 7, Act No. 169 of the Public Acts of 1929 of the State of Michigan and Amendments thereto.

(e) The words "milk" and "cream" when used unmodified in this ordinance shall be deemed to include milk or cream in their raw and pasteurized states.

(f) A milk plant shall be deemed to be any place where milk is collected for the purpose of preparing it for distribution, delivery or sale.

(g) The word "person" shall mean and include any individual, partnership, corporation, society or association.

Section 2. No person shall engage in the production, delivery, distribution or sale of milk for consumption in the Village of Bloomfield Hills without first obtaining a license therefor as provided by this ordinance except that persons engaged in the production of milk for or the delivery of milk to a licensed milk plant shall not be required to secure a license under this ordinance.

Section 3. Every person required to obtain a license by this ordinance shall first secure a permit from the Health Officer or his representative and shall pay therefore to the Village Clerk the following fees

(a) For maintaining a milk plant the sum of $5.00.

(b) For engaging in the sale or distribution of milk within the Village of Bloomfield Hills the sum of $1.00 for each wagon or truck used in such business.

The Village Clerk shall issue a license as herein provided to any person presenting the foregoing permit and paying the fees therein provided, which license, when issued under this ordinance, shall not be transferable.

Section 4. Every license issued under this ordinance shall expire June 1st annually following the date of issue unless sooner revoked as herein provided. Licenses issued after December 31st shall be issued upon the payment of one-half of the annual fee.

Section 5. No person shall sell, deliver, or convey into the Village of Bloomfield Hills for sale, distribution or delivery

(a) Milk or cream to which water or any foreign substance has been added.

(b) Milk or cream kept at a temperature above sixty degrees (60°) Fahrenheit.

(c) Raw milk for direct consumption other than Certified Milk and Grade A as defined in this ordinance.

(d) Cream containing less than eighteen per cent (18%) butter fat or whipping cream containing less than thirty per cent (30%) butter fat.

(e) Milk or cream produced from diseased cows or from cows during the period of 15 days preceding perturition or for such time thereafter as the milk is abnormal.

(f) Milk containing less than three and one-half per cent (3½%) of butter fat or less than eight and one-half per cent (8½%) solids not fat.

(g) Milk or cream which has been produced, stored, handled or distributed in any unclean or insanitary manner, or has been ordered excluded from the Village of Bloomfield Hills by the Health Officer or his representative.

(h) Milk or cream placed in bottles which have not been properly washed and sterilized with steam.

(i) Milk or cream the bacteria count of which exceeds 50,000 per cubic centimeter as shown by the standard method of milk analysis published by the American Public Health Association and the Association of Official Agricultural Chemists.

(j) Milk which has made the cream line increased by artificial means.

Section 6. All milk sold or conveyed into the Village of Bloomfield Hills for sale or disposition shall come from cows found to be free from tuberculosis as determined by tests made by licensed veterinarians within one year of the time of production, or from herds under Federal and State supervision.

Section 7. Any person operating a milk pasteurizing plant licensed under this ordinance shall, upon request, furnish the Health Officer or his representative the names and location of all producers furnishing milk and cream to said plant.

Section 8. Every milk plant in which milk is pasteurized licensed under this ordinance shall be equipped with modern pasteurizing devices which shall include automatic recording thermometers in accurate operating order and shall provide facilities for the prompt cooling of all milk and cream after pasteurization to fifty degrees (50°) Fahrenheit or lower, and for holding such milk and cream at that temperature or lower until delivered to the consumer. Such plants shall also be equipped with automatic combined bottle filling and capping machinery.

Section 9. Milk or cream shall not be sold or offered for sale or distributed except in closed bottles or cans. The cans shall not be less than two gallons capacity. Bottles and cans may be filled only at the milk plant, dairy or other place approved by the Health Officer or his representative.

Section 10. Milk shall be served at restaurants, Hotels, drug stores, soda fountains and lunch stands only in the original bottle as delivered by the milk plant or dairy.

Section 11. In delivering milk to families in which there exists a communicable or contagious disease the milk bottle shall not be taken in the house. The milk shall be poured into a container provided by the consumer or delivered in a so-called one service container which shall not be used again for milk.

Section 12. The Health Officer may revoke for cause any license issued under this ordinance provided the holder of such license be given first an opportunity for a hearing.

Section 13. Any producer or distributor of milk or cream upon request shall furnish free of charge a sample of milk or cream not to exceed one quart to the Health Officer or his representative for testing purposes.

Section 14. Nothing in this ordinance shall prohibit the sale of skim milk, sour milk, sour cream or buttermilk when properly labeled as such, and handled in a sanitary manner.

Section 15. The Village Commission may appoint a milk inspector who shall receive such compensation as may be fixed by the Village Commission. He shall perform such duties and shall have such authority as may be prescribed by the Health Officer.

Section 16. The act, omission or failure of any officer, agent or any other person acting for or employed by any individual or any partnership, within the scope of his employment or office, shall in every case be also deemed to be the act, omission or failure of such individual, corporation, partnership, society or association, as well as that of such officer, agent or other person.

Section 17. The Health Officer may make such rules and regulations as are necessary for carrying into effect the provisions of this ordinance, and when made shall be deemed and considered a part of this ordinance.

Section 18. Any person violating any of the provisions of this ordinance, or of the rules and regulations of the Health Officer made hereunder, shall upon conviction be punished by a fine of not more than $100.00 or by imprisonment of not more than 90 days in the County Jail.

Section 19. This ordinance shall take effect February 1st, A. D. 1932.

Passed by the Village Commission of the Village of Bloomfield Hills this 1st day of December, A. D. 1931.

No. 162

Moved by Commissioner Whittlesey and supported by Commissioner James that Ordinance No. 32 be adopted.

For, President Allen, Commissioner James, Commissioner Whittlesey, Commissioner Hunter.

Against, None.

The President thereupon declared No. 32 legally adopted.

Ordinance No. 32

Building Zone Ordinance

AN ORDINANCE to regulate and restrict the location of buildings, designed for specified uses, to regulate and limit the height and bulk of buildings, to regulate the density of population, to regulate and limit the percentage of lot occupancy, to regulate and determine the area of yards and other open spaces surrounding buildings, to limit and restrict the maximum number of families which may be housed, and for said purposes to divide the village into districts, and to prescribe the penalties for the violation of its provisions.

The Village of Bloomfield Hills Ordains:

Definitions:

Section 1. For the purpose of this ordinance, certain terms used are herewith defined; words not defined shall be construed as used in the Housing and Zoning Laws of Michigan, Chapter 54 of the Compiled Laws for the year 1929, and amendments thereto.

ACCESSORY BUILDING: A building, use of which is incidental to the main buildings on the same premises.

ALLEY: A public thoroughfare at least eight feet wide but less than thirty feet wide.

GARAGE, PRIVATE: A garage for private use, for storage only, having no public shop or service in connection therewith.

GARAGE, COMMUNITY: A series of private garages located jointly on a parcel of land.

GARAGE, PUBLIC: A garage that is used for service or storage of all makes of automobiles.

HOTEL: A building occupied as the abiding place of individuals who are lodged with or without meals, in which the rooms or apartments are occupied for hire, and in which no provision is made for cooking in any apartment and which contains a general dining room and kitchen for the accommodation of guests and tenants.

LOT: Land in a single ownership, occupied or to be occupied by a building and its accessory buildings, and including the open spaces required under this ordinance.

MIXED OCCUPANCY: In cases of mixed occupancy, where a building is occupied in part as a dwelling, the part so occupied shall be deemed a dwelling for the purposes of this ordinance and shall comply with the provisions thereof relative to dwellings.

MULTIPLE DWELLING: A "multiple dwelling" is a dwelling occupied otherwise than as a private dwelling. A multiple dwelling in which the apartments are not equipped with facilities for the preparation and serving of meals and which contains a general dining room and kitchen for the accommodation of tenants shall be classified as a hotel within the meaning of this ordinance.

SINGLE DWELLING: A "single dwelling" is a dwelling occupied by one family alone.

STREET: A public thoroughfare thirty feet or more in width.

Use District Regulations

Section 2. In order to designate districts and regulate the location of dwellings and business and the location of all buildings designed, erected, altered or occupied for other specified uses, the Village of Bloomfield Hills is hereby divided into the following districts, and EXCEPT AS HEREINAFTER PROVIDED, no building shall be erected or altered nor shall any building or premises be used, for any purpose other than a use permitted in the use of district in which such building or premises is located, nor shall any building with the exception of churches have a height of more than four stories and basement:

COMMERCIAL DISTRICT.

DWELLING DISTRICT A—Single dwelling district.

DWELLING DISTRICT B—Adjacent to Commercial District.

DWELLING DISTRICT C—Woodward Avenue District.

The boundaries of said districts are hereby established, and described as follows:

Commercial District

Section 3. The Commercial District shall include all property fronting on both sides of Woodward Avenue for a distance of eight hundred (800) feet north from the center line of Long Lake Road and twelve hundred forty (1240) feet more or less south from the center line of the Long Lake Road to the center line of the River Rouge, and both sides of the Long Lake Road for a distance of six hundred (600) feet east and nine hundred and fifty (950) feet west from the center line of Woodward Avenue. The rear boundary line of the Commercial District shall be parallel to and two hundred (200) feet back from the nearest street line of Woodward Avenue and Long Lake Road. The end boundaries of the district shall be at right angles to the center line of the streets. In a commercial district buildings and premises may be used for any purpose permitted in Dwelling Districts A, B and C, and for any commercial purpose except those listed below:

1. Blacksmith or horse-shoeing shop.
2. Bottling Works.
3. Building material storage yard.
4. Carpet or bag cleaning.
5. Coal, coke or wood yard.
6. Commercial Stables.
7. Contractor's plat or storage yard.
8. Ice plant or storage of more than twenty tons of ice.
9. Laundry.
10. Loading and transfer stations for municipal wastes.
11. Lumber yard.
12. Milk distributing station or dairy.
13. Gasoline filling stations.
14. Stone yard.
15. Storage or baling of scrap paper, rags or junk.
16. Public Dance Halls.
17. Public garages.
18. Any industrial use, except an industrial use clearly incidental to a retail business conducted on the premises, provided such industrial use does not occupy more than twenty per cent of the entire floor area of a building.
19. Twenty per cent of the entire floor area of a building may be used for industrial purposes incidental to the business, but not more than twenty per cent of the first floor shall be included in such incidental use. The room used for the storage of goods intended for sales upon the premises shall not be included in the area classed as industrial use. The storage of goods held for purposes other than for sale or use on the premises shall be prohibited.

Dwelling District A

Section 4. This district shall include the entire area of the Village except the Commercial District and Dwelling District B and C. In the Dwelling District no building or premises EXCEPT AS OTHERWISE PROVIDED IN THIS ORDINANCE, shall be erected or used EXCEPT for one or more of the following uses:

1. Single Dwellings.
2. Churches and Church Houses.
3. Farms.
4. Hospitals or Sanitaria.
5. Institutions of an educational or philanthropic character other than correctional institutions.
6. Railroad local passenger stations.
7. Accessory uses customarily incident to any of the above uses, including one or more private garages, which may or may not have living quarters for servants, but not including the conduct of a business.
8. Clubs.
9. Physicians and clergymen may practice their profession and maintain an office in their residence.

Signs on dwellings pertaining to the use thereof or bearing the name or occupation of an occupant shall not exceed one square foot.

In the Dwelling District no lot shall hereafter be platted or otherwise parceled off that shall contain within its boundaries less than thirty thousand (30,000) square feet.

Dwelling District B

Section 5. Shall constitute an area adjacent to the Commercial District, and shall be particularly described as bounded on the north by a line parallel to Long Lake Road and nine hundred fifty (950) feet north of the center line thereof; on the east by a line parallel to Woodward Avenue and seven hundred fifty (750) feet east of the center line; on the south by a line parallel to Long Lake Road and fourteen hundred (1400) feet south of the center line; and on the west by the east line of Rathmore Road and the east line of Barden Road.

In this district buildings and premises may only be used for purposes permitted in Districts A and C, provided, however, that the Village Commission may modify or alter the requirements of Dwelling Districts A and C with respect to the size of lots, the percentage of area of lot that can be occupied by buildings, and number of rooms required in living quarters in multiple dwellings.

Dwelling District C

Section 6. This district shall include all property having frontage on either side of Woodward Avenue, within the limits of the Village, exclusive of the Commercial District and Dwelling District B, that shall be included within lines parallel with and four hundred (400) feet easterly and westerly from the easterly and westerly sides, respectively, of said Woodward Avenue.

The buildings and premises included in this district may only be used for purposes permitted in Dwelling District A and for multiple dwellings subject to the following restrictions:

1. That no lot shall have frontage of less than one hundred fifty (150) feet on Woodward Avenue for a depth of less than four hundred (400) feet.

2. No building shall be erected at a distance of less than seventy-five (75) feet from the nearest line of Woodward Avenue, and a distance of not less than forty (40) feet from the nearest side property line nor less than sixty (60) feet from the nearest rear property line, nor less than forty (40) feet from any street line other than Woodward Avenue.

3. Accessory buildings may be constructed only in the rear of the lot and shall not be closer than forty (40) feet to any side lot line and not closer than forty (40) feet to any street line other than Woodward Avenue, and not closer than twenty (20) feet to any rear lot line nor closer than twenty (20) feet to any other building.

4. Main buildings constructed in detached groups shall have at least forty (40) feet between such separate units.

5. Any lot or parcel of land in single ownership of record at the time this ordinance becomes effective having less than one hundred fifty (150) feet frontage on Woodward Avenue or less depth than four hundred (400) feet may be used for any purpose permitted in this district. Such lots or parcels of land shall be subject to the restrictions covering location of buildings as hereinbefore specified, but the owners of such property may petition the Board of Appeals for a modification of such restrictions to such extent as the Board of Appeals may have jurisdiction.

6. No multiple dwelling shall be constructed with living quarters having less than six rooms, exclusive of bathrooms and closets.

Board of Appeals

Section 7. The Board of Appeals on Zoning ESTABLISHED IN ACCORDANCE WITH LAW, may in specific cases, AFTER PUBLIC NOTICE AND HEARING, prescribe by statute and subject to appropriate conditions and safeguards, determine and vary the application of the regulations herein established, in harmony with their general purpose and intent as follows:

1. Grant a permit where the boundary line of a use district divides a lot in a single ownership at the time of the adoption of this ordinance for the extension of a use authorized on the less restricted portion of such lot to the entire lot.

2. Grant a permit for the erection of additional building or buildings or for the enlargement of existing buildings on the same parcel of land or one directly across an alley therefrom, each in the same single ownership of record at the time of the adoption of this ordinance, for a trade or business located in a district restricted against such use, where the enlargement or expansion of such trade, business or industry will not be detrimental to or tend to alter the character of the neighborhood.

3. Grant a permit for the reconstruction within twelve months of a non-conforming building or buildings destroyed to the extent of more than fifty per cent but not more than ninety per cent of its assessed value by fire, explosion, act of God or act of the public enemy when such building is located in a district restricted against its use.

4. Grant a permit for the erection and use of a building or buildings or the use of premises in any location to a public service corporation or for public utility purposes, which the Board considers reasonably necessary for the public convenience or welfare.

5. Grant a permit in a residence district for a temporary building or use incidental to the residential development, such permit to be issued for an initial period of not more than two years, and in the case of a building only application accompanied by a bond and bill of sale to the Village effective in case the building is not removed prior to the expiration of the permit. Permits may be renewed by the Board for successive periods, of not more than two years each.

6. Grant a permit in a Commercial District for a gasoline filling station, public garage or stable after notification of the time and place of hearing on the petition therefore to owners of frontage on both sides of every street to which the filling station, garage or stable is to have vehicular access to a distance of two hundred (200) feet on both sides; subject, however, to the exception that the owner of property who has been granted a Building Permit by the Board of Appeals or an owner by reason of preoccupation now enjoying a privilege, the granting of which is now solely vested in the Board of Appeals, forfeits the privilege of objecting to the granting of a permit for buildings and use of substantially similar character.

7. Grant a permit in Dwelling District C permitting modification of restrictions covering location of buildings on lot in cases of lots or parcels of land in single ownership of record at the time this ordinance becomes effective, having less than one hundred fifty (150) feet frontage on Woodward Avenue and less depth than four hundred (400) feet, but in no case shall the Board permit a building to be constructed nearer than seventy-five (75) feet to the nearest line of Woodward Avenue, nor nearer than twenty (20) feet to a side lot line, nor nearer than forty (40) feet to any other street.

8. Grant a permit in Dwelling District C to owners of lots or parcels of land in single ownership of record at the time this ordinance becomes effective having greater depth than four hundred (400) feet but not sufficient depth to utilize the remaining portion of such property for any other purpose, to extend the use permitted in Dwelling District C to the remaining portion of the lot, but such extension not to exceed approximately one hundred (100) feet, or to reduce the depth of lot required in Dwelling District C to a depth that will permit the balance of the lot to be utilized for other purposes but in no case shall such reduction exceed approximately one hundred (100) feet.

9. Interpret the provisions of this ordinance in such a way as to carry out its intent and purpose.

10. Adopt from time to time such rules and regulations as may be deemed necessary to carry into effect the provisions of this ordinance.

Non-Conforming Uses

Section 8. THE LAWFUL USE OF BUILDINGS AND OF PREMISES AT THE TIME OF THE ADOPTION OF THIS ORDINANCE MAY BE CONTINUED, although such use does not conform with the provisions hereof. In the case of a building, such use may be extended throughout the building provided no structural alterations are made therein; except those required by law or ordinance. If no structural alterations are made, a non-conforming use may be changed to any use permitted in a district where such non-conforming use would be permitted.

No non-conforming building or buildings, which have been damaged by fire, explosion, act of God, or by the wilful act of the owner or tenant in possession, or act of public enemy to the extent of more than fifty per cent of its assessed value, shall be restored except in conformity with the regulations of this ordinance.

Enforcement

Section 9. The Village Commission shall enforce the provisions of this ordinance. No permit shall be issued for excavation or for the construction or alteration of any building or part thereof where the plans, specifications, or intended use indicate that the building would not conform in all respects with the provisions of this ordinance.

Plats

Section 10. All applications for building permits shall be accompanied by a plat in duplicate, drawn to scale, showing the actual dimensions of the lot to be built upon, the size of the building to be erected, and such other information as may be deemed necessary to provide for the enforcement of these regulations. No yard, court or other open space provided about any building for the purpose of complying with the provisions of these regulations shall again be used as a yard, court or other open space for another building.

Interpretation and Purpose

Section 11. In interpreting and applying the provisions of this ordinance they shall be held to be REASONABLE REQUIREMENTS for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare. This ordinance shall not interfere with, abrogate or annul, any ordinance, rules, regulations or permits previously adopted or issued, or which shall be adopted or issued, pursuant to law, relating to the use of buildings or premises, provided, however, that where this ordinance imposes a greater restriction upon the use of buildings or premises or upon the height of buildings or required larger open spaces than are imposed or required by such ordinances, rules, regulations or permits, the provisions of this ordinance shall control.

Violation: Penalty

Section 12. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this ordinance shall be fined not less than Twenty-five Dollars nor more than One Hundred Dollars ($100.00) for each offense or shall be punished by imprisonment in the Oakland County Jail for a period of not to exceed ninety days, or both such fine and imprisonment in the discretion of the court. Each day that a violation is permitted to exist shall constitute a separate offense.

Conflicting Provisions Repealed

Section 13. Ordinance No. 8, a Zoning Ordinance of the Village of Bloomfield Hills and all ordinance or parts of ordinances inconsistent herewith are hereby repealed.

Validity

Section 14. Should any section, clause or provision of this ordinance be declared by a court to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Notice

Section 15. All notices required by this ordinance shall, unless otherwise expressly required by law, consist of at least one publication in the official newspaper of the Village, of the substance of the proposed change and the time and place of hearing thereon, which publication shall occur at least seven days prior to the hearing.

When Effective

Section 16. This ordinance will take effect twenty days from the date of passage hereof.

Made and passed by the Commission of the Village of Bloomfield Hills, Michigan, on the 1st day of December, A. D. 1931.

No. 164

Moved by Commissioner Hunter and supported by Commissioner Whittlesey that the installing of Police Call Boxes in the Village be left to Police Commissioner.

Yeas, 4; Nays, 0.

No. 165

Moved by Commissioner James and supported by Commissioner Whittlesey that this meeting be adjourned.

Yeas, 4; Nays, 0.

W. M. STORY, Clerk.

GOOD PRINTING

Done quickly, reasonably, and when it is promised you. Come to our office for samples of just the printing you have in mind.

THE ECCENTRIC
220-222 N. Woodward Ave.
Birmingham, Michigan
Telephones: 11, 12, 13

Legal Notices

Preston Allen, Attorney, 102 Howarth Building, Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by William John Dodds and Sarah Dodds, his wife, to First State Savings Bank of Birmingham, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, in Chancery, on the 20th day of July, A. D., 1931, dated the 30th day of January, A. D. 1930, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 3rd day of February, A. D. 1930, in Liber 637 of Mortgages, on pages 196-9, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Two Thousand Seven Hundred Fifty-nine ($2,759.18) and 18/100 Dollars, and an attorney's fee of Thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 18th day of January, A. D. 1932**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

The East one-half (½) of the East one-half (½) of the Southwest quarter (¼) of Section 35, in Town Two (2) North, Range Eleven (11) East, containing 40 acres more or less.

Dated: October 22, 1931.

CHARLES W. LEE,
Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Building,
Royal Oak, Michigan.

Oct. 22-Jan. 14

Preston Allen, Attorney, 102 Howarth Bldg., Royal Oak, Mich.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by L. Clyde Smith and Loretta R. Smith, his wife to First State Savings Bank of Birmingham, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, in Chancery, on the 20th day of July, A. D. 1931, dated the 13th day of November, A. D. 1919, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 17th day of November, A. D. 1919 in Liber 251 of Mortgages, on page 334, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of four thousand eighty-one ($4081.65) and 65/100 Dollars, and an attorney's fee of thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 14th day of December, A. D. 1931**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Lot number four of Van Every-Lawson Subdivision to the Village of Birmingham, according to the recorded plat thereof.

Dated: September 15, 1931.

CHARLES W. LEE,
Receiver of the First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Bldg.,
Royal Oak, Michigan.

Sept. 17-Dec. 10.

MORTGAGE SALE

Default having been made in the terms and conditions of a certain mortgage made by Charles M. Canvasser and Ada Canvasser, his wife, both of the City of Detroit, Wayne County, Michigan, Mortgagors, to Frederick R. Hathaway of the Village of Huntington Woods, County of Oakland, State of Michigan, Mortgagee, dated the 7th day of June, A. D. 1928, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the 8th day of June, A. D. 1928, in liber 528 of Mortgages, on page 123-6, which said mortgage is now held by William C. Allee and Detroit Trust Company, a Michigan corporation, Trustees under the last Will and Testament of the said Frederick R. Hathaway, Deceased, and successors to all the right, title and interest of the said Frederick R. Hathaway in and to said mortgage and said mortgaged premises, on which mortgage there is claimed to be due, at the date of this notice, for principal, interest, and insurance, the sum of Nineteen Thousand One Hundred Sixty-six and 26/100 ($19,166.26) Dollars. No suit or proceedings at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof, now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute of the State of Michigan, in such case made and provided, notice is hereby given that on **Tuesday, the 23rd day of February, A. D. 1932**, at 12:00 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the easterly or Saginaw Street entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due, as aforesaid, on said mortgage, and any sum or sums which may be paid by the undersigned at or before said sale for taxes and/or insurance on said premises, and all other sums paid by the undersigned pursuant to law and to the terms of said mortgage, with interest thereon at seven percent (7%) per annum, and all legal costs, charges and expenses, including the attorney fees allowed by law. Which said premises are described as follows: All that certain piece or parcel of land situate in the Township of Royal Oak, in the County of Oakland, and State of Michigan and described as follows, to wit:

Lot 657 of Huntington Woods, being subdivision of part of Section 21, Town 1, North Range 11 East, according to the plat thereof as recorded on February 5th, 1917, in the office of the Register of Deeds for said County of Oakland in Liber 16 of Plats on page 31, together with the hereditaments and appurtenances thereunto belonging.

Dated: November 1st, 1931.

WILLIAM C. ALLEE and
DETROIT TRUST COMPANY,
Trustees under the Last Will and Testament of Frederick R. Hathaway, Deceased,
Mortgagee.

WARREN, HILL & HAMBLEN,
Attorneys for Trustees of Mortgagee.

33-45

Preston Allen, Attorney, 102 Howarth Building, Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Merritt F. Schlaack and Ruth L. Schlaack, his wife, to First State Savings Bank of Birmingham, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, in Chancery, on the 20th day of July, A. D., 1931, dated the 29th day of December, A. D., 1924, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 30th day of December, A. D. 1924, in Liber 346 of Mortgages, on pages 5-6, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Six Thousand Four Hundred Twenty ($6,420.72) and 72/100 Dollars, and an attorney's fee of thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 18th day of January, A. D. 1932**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Lot No. 5 of Schlaack Bros. Subdivision, Village of Birmingham, Oakland County, Michigan.

Dated: October 22, 1931.

CHARLES W. LEE,
Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Building,
Royal Oak, Michigan.

Oct. 22-Jan. 14

Preston Allen, Attorney, 102 Howarth Building, Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Hallock M. Schlaack and Linda C. Schlaack, his wife to First State Savings Bank, a Michigan Banking Corporation, of Birmingham, Michigan, dated the 9th day of September, A. D. 1925, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 10th day of September, A. D. 1925 in Liber 374 of Mortgages, on pages 253-56, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, In Chancery, on the 20th day of July, A. D. 1931, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Four Hundred Thirty-two and 25/100 ($432.25) Dollars, and an attorney's fee of Thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on Monday, the 25th day of January, A. D. 1932, at Eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with Seven per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Lands, premises and property situated in the Village of Birmingham, County of Oakland, and State of Michigan, described as follows, to-wit: Lot No. 6 of Schlaack Brothers Subdivision to the Village of Birmingham according to the recorded plat thereof.

Dated: October 27, 1931.

CHARLES W. LEE,
Receiver for First State Savings Bank, of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Building,
Royal Oak, Michigan.

Oct. 29-Jan. 21.

Preston Allen, Attorney, 102 Howarth Bldg., Royal Oak, Mich.

MORTGAGE SALE

Default having been made for more than thirty days in the conditions of a certain mortgage made by Fred W. Parks and Allie May Parks, his wife, to the First State Savings Bank of Birmingham, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for County of Oakland in Chancery, on the 20th day of July, A. D. 1931, dated the 19th day of August, A. D. 1921, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 20th day of August, A. D. 1921 in Liber 289 of Mortgages, on page 353, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of five thousand eight hundred eighty-one ($5881.25) and 25/100 dollars, and an attorney's fee of thirty-five ($35.00) dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 14th day of December, A. D. 1931**, at eleven o'clock in the forenoon, Eastern Standard Time the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

All that certain piece or parcel of land situate and being in the Village of Birmingham, Township of Bloomfield, County of Oakland, State of Michigan, described as follows, to-wit: The easterly half of lot 9 of Brown's Addition, Village of Birmingham; also, the northerly 12 feet of easterly half of Lot 18 of said Addition, located on the northeast quarter of Section 36, Town 2 North, Range 10 East.

Dated: September 15, 1931.

CHARLES W. LEE,
Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Bldg.,
Royal Oak, Michigan.

Sept. 17-Dec. 10.

Preston Allen, Attorney, 102 Howarth Building, Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by P. W. Parmenter and Charlotte B. Parmenter, his wife, to First State Savings Bank, a Michigan Banking Corporation, Birmingham, Michigan, dated the 5th day of November, A. D. 1929, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 15th day of November, 1929, in Liber 631 of Mortgages, on pages 153-6, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, In Chancery, on the 20th day of July, A. D. 1931, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Six Thousand Four Hundred Eighty-two and 15/100 ($6,482.15) Dollars, and an attorney's fee of Thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 18th day of January, A. D. 1932**, at 12:00 o'clock noon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with Seven per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Lands, premises and property situated in the Village of Birmingham, County of Oakland, and State of Michigan, described as follows, to-wit: Lots numbered ninety-one (91), ninety-two (92), and ninety-three (93) of Merrills Plat to the Village of Birmingham, Oakland County, Michigan, according to the plat thereof as recorded in the office of the Register of Deeds, in and for County aforesaid.

Dated: October 15, 1931.

CHARLES W. LEE,
Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Building,
Royal Oak, Michigan.

Oct. 22-Jan. 14

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Floyd E. Oliver and Jessie Oliver, his wife to Union Trust Company, a Michigan Corporation, dated the 12th day of March, A. D. 1926, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 18th day of March, A. D. 1926 in Liber 408 of Mortgages, on page 319-22, which mortgage was assigned by Union Trust Company, a Michigan Corporation, to Metropolitan Life Insurance Company, a New York Corporation, by assignment dated the 21st day of October, A. D. 1926, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 27th day of October, A. D. 1926, in Liber 435 of Assignments of Mortgages, on page 200, and which mortgage, was, by the Metropolitan Life Insurance Company, a New York Corporation, assigned to the First State Savings Bank, Birmingham, Michigan, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland in Chancery, on the 20th day of July, A. D. 1931, by assignment dated the 10th day of March, A. D. 1930, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 22nd day of March, A. D. 1930, in Liber 642, pages 343-4, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Three Thousand Six Hundred Seventy and 15/100 ($3670.15) Dollars, and an attorney's fee of thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 15th day of February, A. D. 1932**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 6½ per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Land in the village of Birmingham, Oakland County, Michigan known as Lot 103 of Bright Lawn Subdivision and described as: Lots 91 and 94 inclusive, and 99 to 104 inclusive "Re-subdivision of Bright Lawn Subdivision" of the East half of the Southeast quarter of Southwest quarter of Section 36, Town 2 North, Range 10 East, according to the plat thereof as recorded in Liber 37 of plats, page 8, Oakland County Records.

Dated: November 10th, 1931.

CHARLES W. LEE,
As Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Bldg.,
Royal Oak, Michigan.

Nov. 19-Feb. 11.

Preston Allen, Attorney for Mortgagee, 102 Howarth Bldg., Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Frank W. Adams, a single man to First State Savings Bank of Birmingham, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, in Chancery, on the 20th day of July, A. D. 1931, dated the 11th day of November, A. D. 1929, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 13th day of November, A. D. 1929 in Liber 624 of Mortgages, on page 585-8, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Thirteen Thousand Seven Hundred Sixty-nine ($13,769.80) and 80/100 Dollars, and an attorney's fee of thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 4th day of January, A. D. 1932**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Part of the N. ½ of the N. E. ¼ of Section 5, Town 1 North Range 10 East, Southfield Township, Oakland County, Michigan, described as beginning at the N. W. corner of the N. E. ¼ of said section 5, thence South along ¼ section line 1372.08 feet, to ⅛ line, thence S. 89 degrees 22' 30" E. along ⅛ line—1515.32 feet, to centerline of Telegraph Road, thence N. 5 degrees 24' 30" E. along centerline of said Telegraph Rd., 1400.53 ft. to north line of said section 5, thence N. 89 degrees 48' W. along section line—1647.57 feet to point of beginning, containing 50.275 acres of land, excepting release of right of way for ½ Telegraph Rd., which covers a strip of land 75 feet in width off East side of above description.

Dated: October 7, 1931.

CHARLES W. LEE,
Receiver for First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Mortgagee,
102 Howarth Bldg.,
Royal Oak, Michigan.

Oct. 8-Dec. 31.

NOTICE OF MORTGAGE FORECLOSURE SALE

Default having been made in the terms and conditions of a certain mortgage made by Henry A. Lo Prete and Bessie A. Lo Prete, his wife, both of the City of Detroit, Wayne County, Michigan, Mortgagors to Guardian Detroit Bank, a Michigan banking corporation of the same place, Mortgagee, dated the 21st day of October, A. D. 1930, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the 27th day of October, A. D. 1930, in liber 661 of Mortgages, on page 260-3, on which mortgage there is claimed to be due, at the date of this notice, for principal and interest, the sum of One Thousand Six Hundred Ninety-five and 04/100 ($1,695.04) Dollars. No suit or proceedings at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof, now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute of the State of Michigan in such case made and provided, notice is hereby given that on **Tuesday, the 23rd day of February, A. D. 1932**, at 12:00 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the easterly or Saginaw Street entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due, as aforesaid, on said mortgage, and any sum or sums which may be paid by the undersigned at or before said sale for taxes and/or insurance on said premises, and all other sums paid by the undersigned pursuant to law and to the terms of said mortgage, with interest thereon at seven percent (7%) per annum, and all legal costs, charges and expenses, including the attorney fees allowed by law. Which said premises are described as follows: All those certain pieces or parcels of land situate in the City of Pleasant Ridge, in the County of Oakland, and State of Michigan and described as follows, to wit:

Lots 162, 163 and 166 of Woodward Park Subdivision of the East ½ of the Northwest ¼ of Section 28, Town 1, North Range 11 East, according to the plat thereof as recorded in the office of the Register of Deeds for said County of Oakland in Liber 6 of plats on page 5; together with the hereditaments and appurtenances thereunto belonging.

Dated: October 27, 1931.

GUARDIAN DETROIT BANK,
a Michigan Banking Corporation, Mortgagee.

WARREN, HILL & HAMBLEN,
Attorneys for Mortgagee.

33-45

Preston Allen, Attorney, 102 Howarth Building, Royal Oak, Michigan.

MORTGAGE SALE

DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Charles F. Adams and Leota M. Adams, his wife, and Harry J. Adams and Climantine Adams, his wife, to First State Savings Bank, a Michigan Corporation, Birmingham, Michigan, dated the 2nd day of May, A. D. 1929, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 6th day of May, A. D. 1929, in Liber 590 of Mortgages, on pages 340-3, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland, In Chancery, on the 20th day of July, A. D. 1931, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Two Thousand Fifty-two and 5/100 ($2,052.05) Dollars, and an attorney's fee of Thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 18th day of January, A. D. 1932**, at 12:00 o'clock noon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with Seven per cent interest, and all legal costs, together with said attorney's fee, to-wit:

Lands, premises and property situated in the Village of Birmingham, County of Oakland and State of Michigan, described as follows, to-wit: The East ten (10) feet of lot numbered thirty-one (31) and the whole of lot numbered thirty-two (32) of Castle's Addition to the Village of Birmingham, Oakland County, Michigan, according to the plat thereof as recorded in the office of the Register of Deeds in and for the County aforesaid.

Dated: October 15, 1931.

CHARLES W. LEE,
Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Building,
Royal Oak, Michigan.

Oct. 22-Jan. 14

MORTGAGE SALE

Default having been made for more than thirty days in the conditions of a certain mortgage made by Charles Hepworth to Frances E. Simmons, dated the 1st day of December, A. D. 1920, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 13th day of December, A. D. 1920 in Liber 230 of Mortgages, on page 549, which mortgage was assigned by Frances E. Simmons to First State Savings Bank, Birmingham Michigan, a Michigan Banking Corporation, of which bank Charles W. Lee was appointed Receiver by the Circuit Court for the County of Oakland in Chancery, on the 20th day of July, A. D. 1931, by assignment dated the 2nd day of June, A. D. 1924 and recorded in the office of the Register of Deeds for the County of Oakland on the 5th day of June, A. D. 1924, in Liber 304 of Mortgages on page 526, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Four Thousand Eight Hundred Eighty and no/100 Dollars, and an attorney's fee of Thirty-five dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

Notice is Hereby Given, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Monday, the 29th day of February, A. D. 1932**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 6 per cent interest, and all legal costs, together with said attorney's fee, to-wit:

All that certain piece, or parcel of land situate in the Township of Bloomfield in the County of Oakland and State of Michigan, described as follows, to-wit:

The North ½ of Block Seven (7) Inglewood Farms, according to the recorded plat thereof recorded in Liber 8 of Plats, Page 19, Oakland County Records.

Dated: December 2, 1931.

CHARLES W. LEE,
As Receiver of First State Savings Bank of Birmingham, a Michigan Banking Corporation, Mortgagee.

PRESTON ALLEN,
Attorney for Receiver,
102 Howarth Bldg.,
Royal Oak, Michigan.

Dec. 3-Feb. 25.

NOTICE OF DEFAULT

Birmingham, Michigan,
November 19, 1931.

To: CHARLES F. TAYLOR:

You are hereby notified that a certain land contract bearing date the 26th day of April, 1920, between Arthur F. Heacock and Edith F. Heacock, his wife, of the Village of Birmingham, Michigan, parties of the first part, and Charles F. Taylor, formerly of the City of Detroit, Michigan, party of the second part is IN DEFAULT by reason of the nonpayment of the installments of principal and interest and taxes as provided for in said contract.

The installments of principal and interest which are passed due, are installments of $75.00 per month for the months of March, April, May, June, July, August, September and October of 1931, being 8 months at $75.00 per month, or a total of $600.00.

You are further notified that the taxes for the years of 1928, 1929 and 1930 assessed against said property are unpaid amounting to $753.43 with the penalties accruing thereon in addition.

You are further notified that you are required to pay within Ten (10) days after service of this notice the said sum of $600.00 and the taxes above referred to, or proceedings will be taken to default your contract.

The premises described in said land contract being as follows:

Situated in the Township of Bloomfield, County of Oakland, State of Michigan, to-wit:

The southerly 40 feet of Lots 1, 2 and 3 and the North one half (½) except westerly one hundred forty feet (140) of Lot No. Five (5) of Oakland Villas; according to the recorded plat thereof in Liber 12, pages 19 of Plats, Oakland County, Michigan.

Also excepting therefrom the east 34 feet, which has been conveyed by said first parties to the Township of Bloomfield for street purposes.

ARTHUR F. HEACOCK.
EDITH F. HEACOCK.

34-37

PRINTERS FOR 53 YEARS

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