



COVER LETTER

(Not a part of the attached ALTA Commitment)

Commitment No.: P103226
Loan No. (if known): .
Property Address: 2398 W. 10 1/2 Mile Rd.
Irons, MI 49644

Thank you for choosing Sun Title Agency of Michigan, LLC!

We are pleased to provide you with the attached ALTA Commitment for Title Insurance, on behalf of Old Republic National Title Insurance Company, and we look forward to working with you on this transaction.

The attached ALTA Title Commitment shows the ownership of the Land, a list of "Requirements" that must be completed before we can issue the Title Insurance Policy, and a list of "Exceptions" that will be excluded from the Title Insurance Policy coverage.

The Title Commitment consists of a Commitment Jacket (with conditions) and four Schedules:

Schedule A provides the **Who, What, and How Much** details of the transaction, including the Commitment Date of the Commitment (based on how current the Lake County records are), the type and coverage amount of the policy requested, the ownership type ("Fee Simple" is the most common and means, in simple terms, "full ownership"), and the name of the current owner.

Schedule B-I is a list of **Requirements** that must be cleared-up or satisfied in order for us to issue the Title Insurance Policy. In most cases, specific documents must be submitted to us for review. This portion of the title commitment also shows the tax information for the Land.

In most circumstances, "sooner-is-better" to complete the Requirements.

Ranking: For your convenience, each Requirement is ranked based on the level of difficulty or complexity that we believe is involved in completing them:

- [*] LOW - Fairly routine and the process to complete them is straight forward.
- [**] MEDIUM - May require additional time and effort to complete and should be started promptly.
- [***] HIGH - Represent a significant and substantial issue that must be investigated and handled as soon as possible. These could require additional time and may require specialized services to complete.

Schedule B-II provides the **Exceptions** that will appear on the Title Insurance Policy after the transaction if they are not terminated or removed prior to the closing. If these items are not terminated or removed prior to closing, the Title Insurance Policy will not cover these items, which typically include other parties that have some interest or control over the Land.

Schedule C provides the **Legal Description** of the Land, which is the description of the Land recorded in the Lake County records.

We are here to assist you! If you have any questions or need any information related to the Title Commitment, our contact information is below.

Sun Title Agency of Michigan, LLC

Corporate Office:
1410 Plainfield Avenue NE
Grand Rapids, MI 49505
(616)458-9100 Main
(616)458-9300 Fax
www.suntitleagency.com

New Orders:

orders@suntitleagency.com

Lender Closing Documents:

closingdocs@suntitleagency.com

LENDERS:

For questions about the attached title commitment (including title clearance on refinance transactions) contact Customer Service:

customerservice@suntitleagency.com

AGENTS, BROKERS AND ALL OTHERS:

For questions about the attached title commitment (including satisfying requirements, scheduling closings, or transaction coordination) contact the Escrow Officer on this transaction:

nthompson@suntitleagency.com



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE A**

Commitment No.: P103226
Loan No. (if known): .
Property Address: 2398 W. 10 1/2 Mile Rd.
Irons, MI 49644

1. **Commitment Date:** July 11, 2016 at 08:00 AM
2. **Title Insurance Policies to be Issued:** Policy Amount
 - a. ☒ ALTA Owner's Policy (6-17-06) - ORT \$ 1,000.00
Proposed Insured:
Proposed Purchaser
 - b. ☐ ALTA Loan Policy (6-17-06) - ORT
Proposed Insured:
3. **Current Ownership:** Fee Simple interest in the Land described in this Commitment is owned, at the Commitment Date, by:
Charter Investments, LLC, a Michigan limited liability company, (filed with the State of Michigan as Charter Investments LLC)
4. **Legal Description:** The Land is described on Schedule C.

Sun Title Agency of Michigan, LLC

By: _____

Lawrence R. Duthler, Managing Member

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nthompson@suntitleagency.com



ISSUING AGENT:

Sun Title Agency of Michigan, LLC

UNDERWRITTEN BY:

Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-I
(Requirements)**

Commitment No.: P103226

Loan No. (if known): .

Property Address: 2398 W. 10 1/2 Mile Rd.
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The following items are **Requirements** that must be completed or satisfied before we can issue the Title Insurance Policy. Some items must be handled *before* the transaction closes and some can be handled *at* the closing of the transaction.

**GENERAL REQUIREMENTS
(These apply to every transaction)**

1. TRANSACTION PAYMENTS [*]: You must pay the applicable costs and fees relating to the transaction, including any property acquisition costs, loan fees, and title insurance premiums (most will be paid at the closing of the transaction).
2. OTHER INTERESTED PARTIES [*]: You must tell us in writing about any person who will get an ownership interest in the Property or who will make a loan or mortgage on the Property.
3. OWNERS' AFFIDAVIT [*]: We must receive a signed Owners' Affidavit and Closing Agreement from the current owner. The Owners' Affidavit and Closing Agreement is typically signed at the closing of the transaction and includes statements from the owner(s) about their knowledge of the Property, including information relating to their ownership of the Property, details about the transaction, and other provisions necessary for us to conduct the closing and issue our title insurance policy.
4. INFORMATIONAL NOTE [*]: This Title Commitment incorporates all of the terms and conditions in our Privacy Policy and the Old Republic National Title Insurance Company Title Commitment Jacket, each of which are attached to this title commitment and can also be reviewed on our website.



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-I (continued)
(Requirements)**

Commitment No.: P103226
Loan No. (if known): .
Property Address: 2398 W. 10 1/2 Mile Rd.
Irons, MI 49644

**SPECIFIC REQUIREMENTS
(These are unique to this transaction)**

5. PURCHASE AGREEMENT [*]: When a purchase agreement for the property is signed, we must receive a copy of the fully signed purchase agreement and this title commitment will be revised to reflect the transaction details, including the proposed insurance coverage and insured parties (together with any additional requirements that may be necessary after a review of the purchase agreement).
6. LIMITED LIABILITY COMPANY - AUTHORIZATION [*]: We must receive a copy of the Operating Agreement of Charter Investments LLC, a Michigan limited liability company, to determine who is authorized to sign transaction documents on behalf of the limited liability company (e.g. managers, members, or other authorized persons). Alternatively, if a copy of the Operating Agreement is not available or there is no Operating Agreement, we can accept a resolution signed by all of the Members that:
 - (i) includes a statement that the individuals signing the resolution represent all of the members of the limited liability company,
 - (ii) authorizes this transaction, and
 - (iii) lists the names of one or more individuals that are authorized to sign the transaction documents on behalf of the limited liability company.

Note: If it is not possible to obtain a member resolution signed by all of the members, then we will review the company's Operating Agreement to determine who is authorized to sign on behalf of the limited liability company and whether a resolution is needed. If the Operating Agreement clearly indicates that a majority of members can act on behalf of the company (or a manager or majority of managers can act on behalf of the company), then no resolution will be required if those individuals sign the transaction documents. Upon request, a form of member resolution can be provided.
7. DEED FROM ENTITY OWNER TO BUYER [*]: When the transaction is closed, a Warranty Deed from Charter Investments LLC, a Michigan limited liability company, also known as Charter Investments, LLC, to Proposed Purchaser, must be signed and recorded.

Note: The deed must be executed by an individual authorized to sign on behalf of the entity as evidenced by the entity's organizational documents or a properly executed resolution (this is typically signed at the closing, unless signed in advance).



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-I (continued)
(Requirements)**

Commitment No.: P103226
Loan No. (if known): .
Property Address: 2398 W. 10 1/2 Mile Rd.
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8. MORTGAGE DISCHARGE OR RELEASE [*]: We must receive a Discharge or Release of the following Mortgage that is recorded against the property: Mortgage in the original amount of \$100,000 granted by Charter Investments LLC, a Michigan limited liability company, to Byron Bank, dated May 8, 2007, and recorded on May 21, 2007, at Liber 316, Page 1921, in Lake County.

Note: A Discharge or Release of the Mortgage is most often obtained AFTER the transaction is completed by following these steps:

(i) Before the closing, a pay-off letter is obtained from the Lender that includes the pay-off balance of the loan, the daily interest amount, and where to send the payment;

(ii) At the closing, the instructions in the pay-off letter are followed (for example, the proceeds from the transaction are used to send the pay-off amount to the Lender); and then

(iii) After the closing, the Discharge or Release is recorded by the Lender (Michigan Law requires a lender to do so within 60 days of receiving full payment - MCL 565.44).

The borrower can request a pay-off letter from the Lender or the borrower can give us authorization to request the pay-off letter (a blank Borrower's Authorization form will accompany our initial title commitment). Contact information for the Lender is usually located on the borrower's loan payment coupons or monthly mortgage statements.

9. TAX FORFEITURE [**]: We must receive and record a Certificate of Redemption from Lake County showing that the unpaid and delinquent real property taxes have been paid for the year(s) 2014, as required by the Tax Forfeiture Certificate recorded by Lake County in Liber 383, Page 1178.

Note: When real estate taxes are not paid for more than two years, the property is "forfeited" to the County, which means the property is being prepared for tax foreclosure. If the real estate taxes go unpaid, the property will be foreclosed upon and the ownership will transfer to the County (approximately one year after the tax forfeiture). If the real estate taxes are paid before the foreclosure process is completed, the County will provide a Certificate of Redemption. (As to the Parent Parcel)

10. REAL ESTATE TAXES (WITH DELINQUENTS), ASSESSMENTS AND INVOICES [*]: Any taxes, assessments and other invoices identified below as DUE must be paid at or before the closing of the transaction:

Parcel No.: 43-03-010-002-00 (Parent Parcel - now split)

2014 DELINQUENT taxes DUE in the amount of \$14,734.81, if paid on or before August 31, 2016

2014 Winter Base Tax: \$14,584.71 (Special Assessment Included: NONE)

2014 Summer Base Tax: \$5,032.03 (Special Assessment Included: NONE)

Unpaid Balance on Special Assessments: NONE

Special/Miscellaneous Invoices DUE: NONE



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
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**ALTA COMMITMENT
SCHEDULE B-I (continued)
(Requirements)**

Commitment No.: P103226
Loan No. (if known): .
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11. REAL ESTATE TAXES, ASSESSMENTS AND INVOICES [*]: Any taxes, assessments and other invoices identified below as DUE must be paid at or before the closing of the transaction:

Parcel No.:43-03-010-002-10 (Parcel B)

2015 Winter Taxes in the amount of \$808.14, payable on or before December 1, 2015, are PAID (Special Assessment Included: NONE)

2016 Summer Taxes in the amount of \$290.70 payable on or before September 14, 2016 are DUE (Special Assessment Included: NONE)

Unpaid Balance on Special Assessments: NONE

Special/Miscellaneous Invoices DUE: NONE

Note: The following information (including the parcel number and address above) is provided for informational purposes only and the accuracy of such information is neither guaranteed or insured:

Served by Public Water/Sewer: No
2016 State Equalized Value: \$25,300.00
2016 Taxable Value: \$23,908.00
Principal Residence Exemption: 0%
School District: Baldwin



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
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**ALTA COMMITMENT
SCHEDULE B-II
(Exceptions)**

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The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of Old Republic National Title Insurance Company.

**GENERAL EXCEPTIONS
(These apply to every property)**

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Loss or damage due to future installation charges, deferred installation or connection charges or current water and/or sewer charges due and payable at time of closing.

Note: Exceptions 1, 2, 3 and 4 above can be deleted from the Owner's Title Insurance Policy upon written request and receipt of an acceptable signed Owners' Affidavit and Closing Agreement, and receipt of an acceptable certified boundary survey showing improvements, if any.

**SPECIFIC EXCEPTIONS
(These are unique to this Property)**

9. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
10. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
11. Rights of others over that portion of land used as ingress and egress to other lands, as recorded in Liber 22 of Miscellaneous Records, Page 187, and in Liber 95, Page 177.
12. Terms, covenants, and conditions of Warranty Deed, as recorded in Liber 22 of Miscellaneous Records, Page 187.
13. Right of way in favor of Western Michigan Electric Cooperative, as recorded in Liber 174, Page 677.
14. Right of way in favor of Western Michigan Electric Cooperative, as recorded in Liber 231, Page 648.
15. Power poles and overhead power lines along the South portion of the insured property as revealed by survey prepared by Latitude Engineering & Surveying, Inc., dated 09/13/2007, Job No. L07084.



ISSUING AGENT:

Sun Title Agency of Michigan, LLC

UNDERWRITTEN BY:

Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE C
(Property Legal Description)**

Commitment No.: P103226

Loan No. (if known): .

Property Address: 2398 W. 10 1/2 Mile Rd.
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LEGAL DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the Township of Eden, Lake County, Michigan:

Parcel B:

Part of the Northeast 1/4 of Section 10, Township 20 North, Range 13 West, described as: Beginning at the center of said Section 10; thence South 89 degrees 32 minutes 14 seconds East, along the South line of said Northeast 1/4, 400.00 feet to the point of beginning; thence North 00 degrees 01 minutes 08 seconds East, parallel with the West line of said Northeast 1/4, 1089.00 feet; thence South 89 degrees 32 minutes 14 seconds East, 400.00 feet; thence South 00 degrees 01 minutes 08 seconds West, 1089.00 feet; thence North 89 degrees 32 minutes 14 seconds West, along said South line of said Northeast 1/4, 400.00 feet to the point of beginning.

43-03-010-002-10

If provided above, any address and tax parcel number are solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description above, the legal description shall control.