



Commitment for Title Insurance

BY

Old Republic National Title Insurance Company

THROUGH ITS AGENT

Best Homes Title Agency, LLC

Schedule A

Commitment No.: **GRC-107514**

1. Commitment Date: **11/08/2017** at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. ALTA Owner's Policy

\$TBD

Proposed Insured: **To Be Determined**

b. ALTA Loan Policy

\$TBD

Proposed Insured: **To Be Determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Aloha Holdings, LLC, a Michigan Limited Liability Company

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Onekama, County of Manistee, State of Michigan**

***SEE ATTACHED LEGAL DESCRIPTION RIDER**

A handwritten signature in black ink, appearing to read "Neil Sherman".

By:

Authorized Countersignature – Neil Sherman
(This Schedule A valid only when Schedule B is attached)

4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525

Telephone: (616) 885-9027 Facsimile: (616) 885-9033



PROVIDING THE VERY *Best* IN TITLE SERVICES

LEGAL DESCRIPTION RIDER

Situated in the **Township of Onekama, County of Manistee, State of Michigan**

Parcel B: A parcel of land located in Government Lot 2, Section 35, Township 23 North, Range 16 West, more particularly described as follows: Commencing at the South 1/4 corner of said Section, thence North 89 degrees 08' 06" West along the South line of said Section 35, 1297.60 feet to the Southwest corner of said Government Lot 2, thence North 00 degrees 46' 28" East along the Westerly line of said Government Lot 2, 1320.23 feet, thence North 00 degrees 31' 20" East along said Westerly line, 379.54 feet, thence South 89 degrees 04' 10" East, 974.21 feet to the point of beginning, thence North 70 degrees 16' 49" West 383.71 feet, thence North 10 degrees 53' 24" West, 69.17 feet to the Southerly line of Highway M-22, thence North 74 degrees 05' 19" East along said Southerly highway line, 193.86 feet to a point of intersection with a tangent curve, said curve having a radius of 509.52 feet, and a central angle of 23 degrees 54' 34", thence along the arc of said curve to the right being along said Southerly highway line, a distance of 212.62 feet, said arc subtended by a chord which bears North 86 degrees 02' 36" East, a distance of 211.08 feet to a point of intersection with a tangent line, thence South 82 degrees 09' 08" East along said Southerly highway line 97.06 feet, thence South 25 degrees 17' 10" West, 278.26 feet to the point of beginning.

Parcel C: A parcel of land located in Government Lot 2, Section 35, Township 23 North, Range 16 West, more particularly described as follows: Commencing at the South 1/4 corner of said Section, thence North 89 degrees 08' 06" West along the South line of said Section 35, 1297.60 feet to the Southwest corner of Government Lot 2, thence North 00 degrees 46' 28" East along the Westerly line of said Government Lot 2, 1320.23 feet, thence North 00 degrees 31' 20" East along the Westerly line 379.54 feet, thence South 89 degrees 04' 10" East 974.21 feet to the point of beginning, thence North 25 degrees 17' 10" East, 278.26 feet to the Southerly line of Highway M-22, thence South 82 degrees 00' 08" East along said Southerly line 52.20 feet, thence South 25 degrees 18' 30" West 271.62 feet, thence North 88 degrees 43' 20" West, 54.45 feet to the point of beginning.



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Schedule BI

REQUIREMENTS

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The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
 - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
 - B. **Provide evidence of the purchase price and/or the amount of the mortgage to be insured.**
 - C. **When the proposed insured is identified, additional requirements and/or exceptions may be made.**
 - D. **Submit to the Company the Operating Agreement, including any amendments thereto, of Aloha Holdings, LLC, and the Certificate issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Energy, Labor and Economic Growth evidencing proper filing of the Articles of Organization.**
****NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.**
 - E. **Submit to the Company a Certificate of Good Standing of Aloha Holdings, LLC issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Consumer & Industry Services.**
NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
 - F. **Warranty Deed from Aloha Holdings, LLC, a Michigan Limited Liability Company to the proposed insured purchaser(s).**
 - G. **Termination(s) of the Financing Statement(s) excepted on Schedule B - Section II.**
 - H. **Release(s) of the Assignment of Rents excepted on Schedule B – Section II.**
 - I. **Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

**2016 Winter Taxes in the amount of \$411.93 are PAID (2016 Winter taxes include \$16.00 for Invasive Species).
2017 Summer Taxes in the amount of \$2,448.36 are DUE if paid by 11/30/2017 (2017 Summer base - \$2,377.73).**

Property Address: 4427 Crescent Beach Rd., Onekama, MI 49675

Tax Parcel Number: 51-11-035-042-00 (Parcels B & C)

2017 State Equalized Value: \$63,200.00

Taxable Value: \$58,899.00

Principal Residence Exemption: 0%

School District: 51060 - Onekama

Special Assessments: NONE

Note: 2017 Winter taxes which become due and payable on December 1, 2017 are currently not available



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Schedule BII

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 the Company:

1. 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 Public Records.
2. 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 that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by 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. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records.
7. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
8. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
11. Mortgage between Aloha Holdings, LLC, a Michigan Limited Liability Company, as mortgagor, and West Shore Bank, as mortgagee, in the original stated principal amount of \$Not Specified, dated 5/20/2015, recorded 5/26/2015 in Document No. 2015R002906.
12. Assignment of Rents between Aloha Holdings, LLC, a Michigan Limited Liability Company as grantor and West Shore Bank as grantee, dated 5/20/15, recorded 5/26/2015 in Document No. 2015R002907.
13. Financing Statement between Aloha Holdings, LLC, debtor and West Shore Bank, secured party, recorded 5/26/2015 in Document No. 2015R002908.
14. Right of Way to Consumers Power Company as disclosed by instrument recorded in Liber 22 of Miscellaneous, Page 375 and partial release recorded in Liber 988 Page 628.
15. Easement to Consumers Power Company as disclosed by instrument recorded in Liber 329 Page 900 and partial release recorded in Liber 988 Page 626.

16. Septic tank drain field as disclosed by instrument recorded in Document No. 2009R003382 and in Liber 321 Page 957.
17. Reservation of all oil, gas and other mineral rights as disclosed by instrument recorded in Document No. 2009R003382.