

 First American Title	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule A	THROUGH ITS AGENT Best Homes Title Agency, LLC

Commitment No.: **GRC-101573**
Revision No. 1

1. Commitment Date: **04/18/2017** at 8:00 AM

2. Policy (or Policies) to be issued: Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

\$TBD

Proposed Insured: **To be determined**

\$TBD

Proposed Insured: **To be determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy**

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

The Estate of Kenneth H. Thomasson, deceased, Berrien County Probate File No. 2015 - 0577 - DE - S

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

Situated in the **Village of Berrien Springs, County of Berrien, State of Michigan**

That part of Lots 225 and 226, Town of Berrien, now Village of Berrien Springs, Berrien County, Michigan, according to the Plat thereof, recorded July 9, 1840 in Book "D" of Deeds, page 628, described as follows, to-wit: Commencing at the southwest corner of said Lot 225; thence Northeasterly, along Ferry Street, 22 feet; thence Northwesterly, parallel with Cass Street, 132 feet; thence southwesterly 22 feet to Cass Street; thence along line of Cass Street, 132 feet to the place of beginning.



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

 First American Title	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BI	THROUGH ITS AGENT Best Homes Title Agency, LLC

REQUIREMENTS

Commitment No.: **GRC-101573** *Revision No. 1*

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. **Warranty Deed from Kim R. Thomasson, as Personal Representative of the Estate of Kenneth H. Thomasson, Berrien County Probate File No. 2015 - 0577 - DE - S, to the proposed insured purchaser(s).**
 - E. **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 \$237.46 are PAID (includes \$35.00 for truck levy).

2016 Summer Taxes in the amount of \$779.87 are PAID.

2016 Village Taxes in the amount of \$318.53 are PAID.

Property Address: 123 West Ferry Street, Berrien Springs, MI 49103

Tax Parcel Number: 32-0340-0226-02-9


2016 State Equalized Value: \$39,900.00

Principal Residence Exemption: 0%

Taxable Value: \$22,777.00

School District: Berrien Springs

Special Assessments: NONE

 <i>First American Title</i>	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BII	THROUGH ITS AGENT Best Homes Title Agency, LLC

EXCEPTIONS

Commitment No.: **GRC-101573** *Revision No. 1*

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. 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.
7. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
8. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
9. Terms, covenants and conditions as set forth in instrument recorded in Vol. 82 of Deeds, page 22 and also referenced on Warranty Deed in Liber 233, Page 520.
10. Terms, covenants and conditions as set forth in instrument recorded in Liber 1005, Page 928 and also referenced on the Warranty Deed recorded in Liber 1298, Page 73 and Quit Claim Deed recorded in Liber 1444, Page 1105.
11. Easements lying within that portion of the land, if any, which is part of a vacated alley, as disclosed by Quit Claim Deed recorded in Liber 1444, Page 1105.
12. Open-End Mortgage executed by Kenneth H. Thomasson, a married man to Fifth Third Bank in the amount of dated November 18, 2008 and recorded December 2, 2008 in Liber 2866, Page 778, as partially released in Liber 3154, Page 2990.