

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

Commitment No.: **BR-102199**  
 Revision No. 2

1. Commitment Date: **09/05/2017 at 8:00 AM**

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

a. **ALTA Owner's Policy** **\$TBD**

Proposed Insured: **To Be Determined**

**\$TBD**

Proposed Insured: To Be Determined

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

**Brian Earle and Tami Earle, also known as Tami J. Earle, husband and wife; subject to the land contract vendee interest of Michael L. Martin and Elise R. Martin**

4. The land referred to in this Commitment is described as follows:  
 Situated in the **Township of Fork, County of Mecosta, State of Michigan**

**\*SEE ATTACHED LEGAL DESCRIPTION RIDER**



By: \_\_\_\_\_

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



**217 Maple Street, Big Rapids, Michigan 49307**  
**Telephone: (231) 349-5888 Facsimile: (231) 305-5972**

PROVIDING THE VERY *Best* IN TITLE SERVICES

## **LEGAL DESCRIPTION RIDER**

Situated in the **Township of Fork, County of Mecosta, State of Michigan**

**Part of the South 1/2 of the South 1/2 of the Northwest 1/4 of Section 22, Township 16 North, Range 7 West, Fork Township, Mecosta County, Michigan, more particularly described as: Beginning 134 feet South of the Northwest corner of the South 1/2 of the South 1/2 of the Northwest corner; thence East 353 feet; thence South 266 feet; thence West 353 feet; thence North 266 feet to the point of beginning.**

**Subject to and including a 66 foot wide non-exclusive easement for purposes of ingress and egress, including utilities, described as beginning 33 feet to the right and left of the following described centerline: Part of the Northwest 1/4 of Section 22, Township 16 North, Range 7 West, Fork Township, Mecosta County, Michigan, more particularly described as: Commencing at a point 167 feet South of the Northwest corner of the South 1/2 of South 1/2 of the Northwest 1/4 of Section 22, Township 16 North, Range 7 West, Fork Township, Mecosta County, Michigan, thence East 301 feet; thence North to the North line of said South 1/2 of South 1/2 of Northwest 1/4 of Section 22; thence S 88°06'01" E 1074.59 feet to the point of ending.**

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<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

## REQUIREMENTS

Commitment No.: **BR-102199** *Revision No. 2*

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 Brian Earle and Tami Earle, also known as Tami J. Earle, husband and wife to Michael L. Martin and Elise R. Martin, in fulfillment of Land Contract, excepted on Schedule B – Section II.**
  - E. **Warranty Deed from Michael L. Martin and Elise R. Martin, to the proposed insured purchasers.**
  - F. **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 \$715.43 are PAID.**

**2017 Summer Taxes in the amount of \$998.62 are DUE if paid by September 14, 2017 or in the amount of \$1,008.61 if paid by September 30, 2017.**

**Property Address: 20558 30th Avenue, Barryton, MI 49305**

**Tax Parcel Number: 54-04-022-008-100**

**2017 State Equalized Value: \$59,600.00**

**Principal Residence Exemption: 89%**

**Taxable Value: \$59,600.00**

**School District: Chippewa Hills**

**Special Assessments: NONE**

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<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

## EXCEPTIONS

Commitment No.: **BR-102199** *Revision No. 2*

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. Access to subject property includes a private road and may be subject to various maintenance agreements.
8. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
9. Rights of others in and to the easement set forth on Schedule A.
10. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
11. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
12. Easement for Right of Way granted to General Telephone Company of Michigan, disclosed by instrument recorded in Liber/Document# 384 Page 377.
13. Land Contract and the terms, covenants and conditions thereof between Brian Earle, Tami Earle, as Vendor and Michael L. Martin and Elise R. Martin, as Vendee, disclosed by Memorandum of Land Contract recorded 1/18/2013 in Liber 830, Page 310.
14. Mortgage between Brian Earle, by Tami J. Earle, his Attorney in Fact, and Tami Earle, husband and wife, and Michael L. Martin and Elise R. Martin, husband and wife, as mortgagor, and Betty A. Laur Varner, a married woman, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 3/18/2013 recorded 3/21/2013 in Liber 832 Page 1352. Said Mortgage was assigned to Betty A. Laur-Varner, as Trustee of the Betty A. Laur-Varner Revocable Trust Agreement Dated January 8, 2013, as Assignee, by Assignment of Note and Mortgage Interest recorded 12/26/2013 in Liber 840 Page 2728.