

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**
Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**
Telephone: (616) 885-9027 Facsimile: (616) 885-9033
Commitment Number: **GRC-108963**
Property Address: **34435 Michigan Ave, Wayne, MI 48184**

1. Commitment Date: **11/29/2017** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: Purchaser with contractual rights under a PA with the vested owner identified at item 4 below


3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Jeff Benson Enterprises LLC, a Michigan limited liability company

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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LEGAL DESCRIPTION RIDER

Situated in the **City of Wayne, County of Wayne, State of Michigan**

That part of Lot 621, Supervisor's Nankin Plat No. 13, Described as beginning North 83 degrees 31' 35" East 240.36 feet from Northwest Corner of said Lot 621; thence North 83 degrees 31' 35" East 115.49 feet; thence South 11 degrees 59' 34" East 232.01 feet; thence South 84 degrees 18' 18" West 133.35 feet; thence North 7 degrees 35' 26" West 229.16 feet to the place of beginning.

PRELIMINARY

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ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

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Requirements

File No. GRC-108963

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **NOTE: The Proposed Policy Amount in Schedule A, item 2, will be revised once we have a final approved value to insure.**
 - D. **For each policy to be issued as identified in Schedule A, item 2, the company shall not be liable under this commitment until it receives a designation for a proposed insured, acceptable to the company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
 - E. **Legal Description on said Schedule A has been taken from tax rolls.**
 - F. **Submit to the Company, a current ALTA/ACSM "Minimum Standards" Survey, certified to the Company.**
 - G. **Submit to the Company the Operating Agreement, including any amendments thereto, of Jeff Benson Enterprises 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**

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closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

H. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

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

PRELIMINARY

TAX INFORMATION SHEET

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

2017 Winter Taxes in the amount of \$755.76 are DUE if paid by February 14, 2018 (2017 Winter taxes include \$388.41 for Street Lights).

2017 Summer Taxes in the amount of \$3,337.67 are PAID.

Property Address: 34435 Michigan Ave, Wayne, MI 48184

Tax Parcel Number: 55-017-01-0621-305

2017 State Equalized Value: \$52,500.00

Principal Residence Exemption: 0%

Taxable Value: \$52,500.00

School District: 82160 - Wayne/Westland

Special Assessments: NONE

PRELIMINARY

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Exceptions

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THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records.
8. 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.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
10. 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 or changes in the land usage for the insured premises.
11. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.

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12. Terms, covenants and conditions as set forth in Easement recorded in Liber 18258 Page 423.
13. Building and use restrictions and other terms, covenants, conditions, agreements, obligations and easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 18456 Page 113.
14. Terms, covenants and conditions as set forth in Resolution recorded in Liber 47963 Page 424.
15. Building and use restrictions and other terms, covenants, conditions, agreements, obligations and easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 48303 Page 291.
16. Terms, covenants and conditions as set forth in Easement recorded in Liber 48303 Page 297.
17. Terms, covenants and conditions as set forth in Easement recorded in Liber 48303 Page 304.
18. Easements as disclosed by the subdivision plat.
19. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

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