

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**BHT** COMMERCIAL  
TITLE & ESCROW SERVICES

**Best**HOMES  
TITLE AGENCY, LLC

**Transaction Identification Data for reference only:**

Issuing Agent: **Best Homes Title Agency, LLC**  
Issuing Office: **214 East 82nd Street, Newaygo, Michigan 49337**  
**Telephone: (231) 452-6341 Facsimile: (231) 452-6342**  
Commitment Number: **NW-108783**  
Property Address: **10301 N Bingham Ave, Lilley Twp, MI**

1. Commitment Date: **12/15/2017** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

**a. ALTA Homeowner's Policy**

**Proposed Insured: The Current Trustee(s) of the Ruth A. Kimbrough Living Trust dated December 9, 2004**

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:

**The Current Trustee(s) of the Ruth A. Kimbrough Living Trust dated December 9, 2004**

5. The Land is described as follows:

Situated in the **Township of Lilley, County of Newaygo, State of Michigan**

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
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**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Lilley, County of Newaygo, State of Michigan**

Part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 16 North, Range 13 West, Lilley Township, Newaygo County, Michigan, described as: Commencing at a point on the West right of way line of Bingham Avenue, said point being South 00 degrees 26' 30" East (also recorded as South 00 degrees 27' East) along the West right of way line of Bingham Avenue 412.05 feet from the intersection of the West right of way line of Bingham Avenue and the North Section line of said Section; thence continuing South 00 degrees 26' 30" East (also recorded as South 00 degrees 27' East) along the West right of way line of Bingham Avenue to a 1/2" iron 239.30 feet; thence South 73 degrees 56' 40" West to a 1/2" iron on the Northeasterly right of way line of 3 Mile Road 104.85 feet; thence South 48 degrees 58' 50" West to the centerline of 13 Mile Road 34.55 feet; thence North 58 degrees 10' 30" West (also recorded as North 58 degrees 15' 50" West a distance of 63.0 feet) a distance of 63.35 feet; thence North 21 degrees 55' 00" East (also recorded as North 21 degrees 29' 30" East a distance of 90.32 feet) a distance of 89.95 feet; thence North 01 degree 54' 30" West (also recorded as North 01 degree 55' West a distance of 127.09 feet) to the shore of Bitely Lake 127.45 feet; thence North 42 degrees 03' 50" East (also recorded as Northeasterly) along the meander traverse line of Bitely Lake to a 1/2" iron 63.00 feet; thence North 90 degrees 00' 00" East to a 1/2" iron on the West right of way line of Bingham Avenue 107.30 feet to the Point of Beginning. The side lines of the parcel shall extend to the shore of the lake and the parcel includes all property between the meander traverse line and the shore of the lake.

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## Requirements

File No. **NW-108783**

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. **Current Certificate of Trust Existence and Authority for the Ruth A. Kimbrough Living Trust dated December 9, 2004, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - 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.)**
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**

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## **TAX INFORMATION SHEET**

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

2017 Winter Taxes in the amount of \$1,039.85 are DUE if paid by December 31, 2017.  
2017 Summer Taxes in the amount of \$804.19 are DUE if paid by December 31, 2017.

Property Address: 10301 N Bingham Ave, Lilley Twp, MI

Tax Parcel Number: 62-02-34-100-025

2017 State Equalized Value: \$79,700.00

Principal Residence Exemption: 100%

Taxable Value: \$70,176.00

School District: Baldwin

Special Assessments: NONE

PRELIMINARY

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**BHT** COMMERCIAL  
TITLE & ESCROW SERVICES

**Best**HOMES  
TITLE AGENCY, LLC

**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. 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.
8. 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.
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 the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Bitely Lake.
11. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of Bitely Lake.
12. Future Advance Mortgage between Ruth A. Kimbrough, as mortgagor, and Comerica Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated June 5, 2002 recorded June 17, 2002 in Liber 391, Page 3093.

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

ISSUED BY  
«UNDERWRITE»

**BHT** COMMERCIAL  
TITLE & ESCROW SERVICES

**Best**HOMES  
TITLE AGENCY, LLC

PRELIMINARY

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