

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE 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: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**
Telephone: (616) 885-9027 Facsimile: (616) 885-9033
Commitment Number: **GRC-121806**
Property Address: **1336 Whispering Trail, Benton Harbor, MI**

1. Commitment Date: **11/26/2018** at 8:00 AM

2. Policy to be issued: _____ Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: Michael Mayle and Deborah Mayle, husband and wife


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:

Michael Mayle and Deborah Mayle, husband and wife

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By:  _____
Authorized Countersignature

PRELIMINARY

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File No.: **GRC-121806**

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Benton, County of Berrien, State of Michigan**

Unit No. 42, Woodbridge Place Condominium, A Condominium, according to the Master Deed recorded in Liber 148, Page(s) 1, as amended, and designated as Berrien County Condominium Subdivision Plan No. 148, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

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

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Requirements

File No. GRC-121806

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: A search of the records discloses this property is subject to Homeowners Association Dues in favor of Woodbridge Place Condominium Association.**
 - D. **Submit to the Company satisfactory evidence that the sale of said unit to the Proposed Insured has been approved by the Condominium Association and that all assessments due the association have been paid.**
 - 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.)**
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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PRELIMINARY

TAX INFORMATION SHEET

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

2018 Winter Taxes in the amount of \$3,722.65 are DUE if paid by 2/14/2019. Includes \$113.06 for Drain 832.
2018 Summer Taxes in the amount of \$4,308.19 are DUE. Total due with penalty and interest is \$4478.81 if paid by 12/31/2018.

Property Address: 1336 Whispering Trail, Benton Harbor, MI

Tax Parcel Number: 11-03-9000-0042-00-3

2018 State Equalized Value: \$356,100.00

Principal Residence Exemption: 100%

Taxable Value: \$245,040.00

School District: 11010 Benton Harbor

Special Assessments: There is a special assessment for Woodbridge Place Drain in the amount of \$472.52 due if paid by 12/31/2018. 2 of 7 parts paid

Note: There is a utility bill due in the amount of \$66.76

PRELIMINARY

**ALTA COMMITMENT FOR TITLE INSURANCE
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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. 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 or changes in the land usage for the insured premises.
9. Terms, provisions, conditions, restrictions and limitations contained in the Master Deed recorded in Liber 148, Page 1, and amendments thereto, if any.
10. 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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11. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
12. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.
13. Easement for drainage recorded in Liber 3087, Page 360.
14. Easement in favor of Indiana & Michigan Electric Company (n/k/a Indiana Michigan Power Company) and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 109 of Misc., page 370; and in Liber 66 of Misc., page 25; and in Liber 165 of Misc., page 321; and in Liber 1561, page 102.
15. Easement and Release of Prior Easement in favor of the City of Benton Harbor, a Michigan Municipal Corporation and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 888, page 155 and in Liber 869, page 108.
16. Easement in favor of The Enterprise Park Condominium Association, a Michigan Non-Profit Corporation and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 1602, page 465.
17. Terms and Conditions contained in Agreement to Convert Private Drain to County Drain, as disclosed by instrument recorded in Liber 2475, page 402.
18. Mortgage between Michael Mayle and Deborah Mayle, husband and wife, as mortgagor, and Honor Credit Union, as mortgagee, in the original stated principal amount of _____ dated 8/8/2018 recorded 8/28/2018 in Liber 3215, Page 1642.

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