

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
FIRST AMERICAN 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-109685** *Revision No. 1*  
Property Address: **Unit #4, Oak Point Condominium, Michigan Center, MI**

1. Commitment Date: **01/17/2018** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

**a. ALTA Owner's Policy**

**Proposed Insured: Johnathon B. Powers**


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:

**Johnathon B. Powers**

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 **Township of Leonia, County of Jackson, State of Michigan**

**Unit No. 4, Oak Point Site Condominium, A Condominium, according to the Master Deed recorded in Liber 1701, Page(s) 587, as amended, and designated as Jackson County Condominium Subdivision Plan No. 93, 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.**

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**

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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. 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.**
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 \$646.37 are DUE if paid by 2/14/2018. Includes \$150.00 for Michigan Center Lake-Weed Control.**

**2017 Summer Taxes in the amount of \$677.42 are PAID.**

**Property Address: Unit #4, Oak Point Condominium , Michigan Center, MI**

**Tax Parcel Number: 015-14-16-128-003-04**

**2017 State Equalized Value: \$42,872.00**

**Principal Residence Exemption: 0%**

**Taxable Value: \$24,716.00**

**School District: 38120 - Michigan Center**

**Special Assessments: NONE**

PRELIMINARY

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SCHEDULE B PART II**

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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 1701, Page 857, and amendments thereto, if any.
10. Ingress and Egress to subject property is by means of private road which is subject to the rights of others to use said road and which is not required to be maintained by any governmental agency.
11. Rights of others to the private road easement crossing subject property.

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12. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
13. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.
14. Easement granted to Consumers Power Company, disclosed by instrument recorded in Liber 298, Page 611; Liber 299, Page 107; Liber 365, Page 184; Liber 365, Page 640 and Liber 479, Page 474.
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 471 Page 489.
16. 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 Michigan Center Lake.
17. 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 Michigan Center Lake.
18. Mortgage between Jonathan B. Powers, a single man, as mortgagor, and Greenstone Farm Credit Services, FLCA, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/13/2006 recorded 10/20/2006 in Liber 1859, Page 1100.

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