

**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-111466**
Property Address: **V/L Parcel 4 Twin Peaks Rd, Frederic, MI 49733,**

1. Commitment Date: **03/09/2018** 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:

FEB Cherry 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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File No.: **GRC-111466**

ALTA Commitment For Title Insurance 8-1-16



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Frederick, County of Crawford, State of Michigan**

The North 1/2 of Section 9, Town 28 North, Range 4 West.

PRELIMINARY

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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

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BestHOMES
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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.**
 - 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 Jean K. Olson Credit Shelter Trust under will dated September 26, 1983, which complies with the requirements of MCL 565.432; MSA 26.745(2). NOTE: Said certificate of Trust is being recorded to clear title for deed executed in Liber 716 Page 26.**
 - F. **Submit to the Company the Operating Agreement, including any amendments thereto, of FEB Cherry, LLC, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. **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.

G. 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 \$1,519.09 are PAID.

2017 Summer Taxes in the amount of \$3,645.77 are PAID.

Property Address: V/L Parcel 4 Twin Peaks Rd, Frederic, Mi 49733,

Tax Parcel Number: 031-009-001-020-00

2017 State Equalized Value: \$200,000.00

Principal Residence Exemption: 100%

Taxable Value: \$171,095.00

School District: 20015 - Crawford AuSable

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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. 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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12. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
13. Terms, covenants and conditions as set forth in Surface Rights as disclosed by instrument recorded in Liber 725 Page 33.
14. Terms, covenants and conditions as set forth in Qualified Forest School Tax Affidavit as disclosed by instrument recorded in Liber 724 Page 501.
15. Right of Way to Merit Energy Company, LLC as disclosed by instrument recorded in Liber 717 Page 126 and amended in Liber 722 Page 749.
16. Survey recorded in Liber 718 Page 624.
17. Right of Way to Mercury Exploration Company as disclosed by instrument recorded in Liber 373 Page 1.
18. Right of Way to Mercury Exploration Company as disclosed by instrument recorded in Liber 359 Page 156.
19. Right of Way to Mercury Exploration Company as disclosed by instrument recorded in Liber 359 Page 154.
20. Right of Way to Mercury Exploration Company as disclosed by instrument recorded in Liber 372 Page 637.
21. Right of Way to Michigan Consolidated Gas Company as disclosed by instrument recorded in Liber 115 Page 629.
22. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 120 page 181.
23. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 120 Page 183.
24. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 120 Page 185.
25. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 120 Page 221.
26. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 127 Page 307.
27. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 127 Page 309.
28. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 127 Page 311.
29. Right of Way to Shell Pipe Line Corporation as disclosed by instrument recorded in Liber 128 Page 119.
30. Roadway Easement to Shell Oil Company as disclosed by instrument recorded in Liber 158 Page 11.
31. Roadway Easement to Shell Oil Company as disclosed by instrument recorded in Liber 158 Page 13.

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32. Roadway Easement to Shell Oil Company as disclosed by instrument recorded in Liber 158 Page 7.

33. Roadway Easement to Shell Oil Company as disclosed by instrument recorded in Liber 158 Page 9.

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