

**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-111757**
Property Address: **2217 US Highway 2 W, St Ignace, Mi**

1. Commitment Date: **03/20/2018** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: Chemical Bank

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:

Chemical Bank

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 

Authorized Countersignature

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File No.: **GRC-111757**

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Moran, County of Mackinac, State of Michigan**

Parcel B:

Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW; thence South 47 degrees 38' 00" West 580.00 feet; thence South 86 degrees 50' 52" East 281.58 feet, to the Point of Beginning; thence South 86 degrees 50' 52" East 140.79 feet; thence South 25 degrees 10' 57" West 597.45 feet; thence South 73 degrees 52' 38" West 45.00 feet, along the shore of Lake Michigan; thence North 82 degrees 36' 12" West 136.80 feet, along said shore; thence North 73 degrees 31' 09" West 31.39 feet, along said shore; thence North 31 degrees 07' 17" East 624.23 feet, to the Point of Beginning. Including all lands to the waters edge.

Parcel C:

Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW; thence South 47 degrees 38' 00" West 580.00 feet; thence South 86 degrees 50' 52" East 140.79 feet, to the Point of Beginning; thence South 86 degrees 50' 52" East 140.79 feet; thence South 31 degrees 07' 17" West 624.23 feet; thence North 73 degrees 31' 09" West 215.00 feet, along the shore of Lake Michigan; thence North 38 degrees 54' 00" East 618.23 feet, to the point of beginning. Including all land to the water edge.

Parcel D:

Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW; thence South 47 degrees 38' 00" West 580.00 feet, to the Point of Beginning; thence South 86 degrees 50' 52" East 140.79 feet; thence South 38 degrees 54' 00" West 618.23 feet; thence North 73 degrees 31' 09" West 100.00 feet, along the shore of Lake Michigan; thence North 61 degrees 22' 54" West 115.03 feet, along said shore; thence North 47 degrees 38' 00" East 601.76 feet, to the Point of Beginning. Including all land to the waters edge.

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BHT COMMERCIAL **Best**HOMES
TITLE & ESCROW SERVICES TITLE AGENCY, LLC

Parcel E:

Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW; thence South 47 degrees 38' 00" West 385.00 feet, to the Point of Beginning; thence South 86 degrees 50' 05" East 342.00 feet; thence South 25 degrees 10' 57" West 150.00 feet; thence North 86 degrees 50' 52" West 422.37 feet; thence North 47 degrees 38' 00" East 195.00 feet, to the Point of Beginning.

Parcel F:

An undivided 2/3 interest in the following described real estate:

Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1089.84 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 72 degrees 03' 50" West 1089.44 feet, along said South ROW, to the Point of Beginning; thence South 08 degrees 31' 12" West 190.00 feet; thence North 86 degrees 50' 05" West 513.00 feet; thence North 47 degrees 38' 00" East 385.00 feet; thence Southeasterly 274.70 feet, along the arc of a curve to the left, with a radius of 11,559.16 feet, with a chord which bears: South 68 degrees 40' 56" East 274.70 feet, along said South ROW, to the Point of Beginning.

Parcels are subject to and together with an easement for ingress and egress, so foot wide, 10 feet either side of the following described centerline: Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1089.84 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 72 degrees 03' 50" West 1089.44 feet, along said South ROW; thence Northwesterly 240.00 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 68 degrees 46' 05" West 240.00 feet, along said South ROW, to the Point of Beginning; thence South 47 degrees 38' 03" West 90.00 feet; thence South 04 degrees 39' 15" West 115.00 feet; thence South 05 degrees 06' 23" East 155.00 feet; thence South 00 degrees 29' 00" West 175.00 feet; thence South 15 degrees 06' 04" West 74.00 feet, to the Point of Ending inside Parcel A.

Parcels are also subject to and together with an easement for Ingress, Egress and Utilities over existing driveway 20 feet wide, 10 feet on either side of the following described centerline to provide access and utilities for each required parcel, and only burdens or benefits those parcels required to provide that access and utilities, described as: Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said

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South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW; thence Northwesterly 14.00 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 67 degrees 58' 00" West 14.00 feet, along said South ROW, to the Point of Beginning; thence South 15 degrees 08' 02" West 81.68 feet; thence North 47 degrees 38' 03" East 90.00 feet, to said South ROW of US-2, over a previously described access; thence South 47 degrees 38' 03" West 90.00 feet, returning along same described line; thence South 04 degrees 39' 15" West 115.00 feet; thence South 05 degrees 06' 23" East 155.00 feet; thence South 00 degrees 29' 00" West 95.00 feet; thence South 56 degrees 06' 00" West 45.00 feet; thence South 41 degrees 15' 24" West 55.00 feet; thence South 32 degrees 01' 46" West 105.00 feet; thence South 42 degrees 33' 26" West 48.00 feet; thence North 72 degrees 35' 20" West 78.48 feet, to the line between Parcels B and C; thence North 59 degrees 10' 45" West 147.12 feet, to the line between Parcels C and D; thence North 59 degrees 10' 45" West 4.00 feet; thence South 41 degrees 20' 47" West 90.00 feet; thence South 44 degrees 52' 06" West 100.00 feet; thence South 51 degrees 06' 00" East 18.20 feet, to the line between Parcels B and C, and the Point of Ending.

Parcels are also subject to and together with a 30 foot Power and Utility Easement over existing overhead power line, then 12 foot wide easement along the underground power line, the centerline of said easement is described as: Commencing at a concrete monument at the East 1/4 corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South 00 degrees 37' 27" East 1526.71 feet along the North-South Section line, to the South ROW US-2; thence North 74 degrees 45' 54" West 772.90 feet, along said South ROW; thence Northwesterly 1364.54 feet, along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears: North 71 degrees 22' 59" West 1363.75 feet, along said South ROW, to the Point of Beginning; thence South 13 degrees 24' 12" West 643.00 feet, along the existing overhead power line, to a power pole, and "Point A"; thence South 28 degrees 00' 05" East 48.42 feet, along the existing power line, to the line between Parcels A and B, and a Point of Ending of the overhead power line easement; Also an underground utility connection to the described ingress, egress & utility easement, described as: Beginning at previously described power pole, "Point A"; thence South 86 degrees 07' 33" West 43.46 feet, to the Point of Ending.

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

ISSUED BY
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BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-111757

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 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

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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 \$30.39 are DELINQUENT AND DUE.
2017 Summer Taxes in the amount of \$89.51 are PAID.

Property Address: 2217 US Highway 2 W, St Ignace, Mi
Tax Parcel Number: 49-008-029-028-20 (2/3 interest in Parcel F)
2017 State Equalized Value: \$4,000.00 Taxable Value: \$3,793.00
Principal Residence Exemption: 0% School District: 49070

Special Assessments: NONE

2017 Winter Taxes in the amount of \$983.59 are DELINQUENT AND DUE.
2017 Summer Taxes in the amount of \$2,891.87 are PAID.

Tax Parcel Number: 49-008-029-028-00 (Parcels B, C, D and E)
2017 State Equalized Value: \$122,500.00 Taxable Value: \$122,500.00
Principal Residence Exemption: 0% School District: 49070
Assessed Address: W US-2

Special Assessments: NONE

PRELIMINARY

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

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TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-111757

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. 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 others in and to the easement set forth on Schedule A.
11. Right, title and interest of the State of Michigan in the bed and waters of the Great Lakes, including land which was formerly the bed of the said lakes and was created by fill or artificial accretion.

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12. 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 Lake Michigan.
13. Right of Way to Michigan Bell Telephone Company recorded in Liber 110, Page 78.
14. Road Use and Maintenance Agreement as recorded in Liber 595, Page 208.
15. Utility easements and easements for Ingress and Egress described in Liber 843, Page 339 and as shown on Survey recorded in Liber 689, Page 516 and in Liber 672, Page 402.

PRELIMINARY

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