

**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-111726**
Property Address: **32nd St, Port Huron Township, MI**

1. Commitment Date: **03/26/2018** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: Chemical Bank, formerly known as Talmer Bank and Trust

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, formerly known as Talmer Bank and Trust

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 

Authorized Countersignature

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File No.: **GRC-111726**

ALTA Commitment For Title Insurance 8-1-16



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Port Huron, County of St. Clair, State of Michigan**

Lot 40, except the North 632.10 feet, and except the North 225 feet of the South 664.4 feet of the East 200 feet, and except the North 76 feet of the South 363.4 feet of the East 200 feet, and except the South 221.4 feet of the East 645.61 feet, and except the North 76 feet of the South 439.40 feet of the East 200 feet of Lot 40, and except that part lying Southwest of the Northeast right-of-way line of M-21; and including Part of Lot 39 1/2 lying Northeast of M-21, all of Commissioners Map Plat of Lands of the Estate of D.B. Harrington, according to the recorded plat thereof as recorded in Liber 23 of Plats, Page 9, St. Clair County Records.

PRELIMINARY

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File No.: **GRC-111726**

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-111726

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 \$1,536.73 are PAID.
2017 Summer Taxes in the amount of \$4,052.94 are PAID.

Property Address: 32nd St, Port Huron Township, Mi
Tax Parcel Number: 74-28-190-0109-000
2017 State Equalized Value: \$109,000.00
Principal Residence Exemption: 0%

Taxable Value: \$108,467.00
School District: Port Huron

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. 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 717, Page 344.
10. Terms, covenants, conditions, agreements, obligations, reservations, restrictions and easements, recorded in Liber 1093, Page 852. Said instrument also states there shall be no direct ingress and egress from Highway M-21.

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

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11. Easement for rights for access and drainage over subject property as recorded in Liber 1460, Page 79.
12. Easements as disclosed by the subdivision plat.
13. Determination of Necessity as to the improvement of Highway M-21, as Amended in Liber 903, Page 115, and the terms, provisions and conditions contained therein.
14. Notice of Claim of Interest by The Chesapeake and Ohio Railway Company as recorded in Liber 893, Page 522.
15. Easement to The Detroit Edison Company recorded in Liber 996, Page 217.
16. Affidavit establishing the centerline of a Detroit Edison Company easement, recorded in Liber 998, Page 178.
17. Easement to The Detroit Edison Company recorded in Liber 998, Page 449.
18. Easement to Port Huron (Mich) Associates Limited Partnership as recorded in Liber 1280, Page 344, and in Liber 1282, Page 321, and the terms, provisions and conditions contained therein.
19. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
20. 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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