

**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-111721** Revision No. 1
Property Address: **Mall Road, Monroe MI**

1. Commitment Date: **03/07/2018** 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:

Chemical Bank F/K/A 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-111721**

ALTA Commitment For Title Insurance 8-1-16



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Frenchtown, County of Monroe, State of Michigan**

Unit No. 2, Mall Road Center Condominium, A Condominium, according to the Master Deed recorded in Liber 2147, Page(s) 582, as amended, and designated as Monroe County Condominium Subdivision Plan No. 38, 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

AMERICAN
LAND TITLE
ASSOCIATION



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

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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Requirements

File No. GRC-111721

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.**
 - D. **Submit to the Company satisfactory evidence that the sale of said unit to the Proposed Insured had 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.

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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 \$3,194.47 are PAID.
2017 Summer Taxes in the amount of \$943.57 are PAID.

Property Address: Mall Road, Monroe MI
Tax Parcel Number: 58-07-988-002-00
2017 State Equalized Value: \$117,600.00
Principal Residence Exemption: 0%

Taxable Value: \$87,408.00
School District: 58010 - Monroe

Special Assessments: NONE

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. 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. 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,

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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 1179, Page 336 and amended in Liber 1447 Page 974, Liber 1447 Page 979, Liber 1447 Page 983, Liber 1447 Page 988, Liber 1461 Page 916, Liber 1872 Page 915, Liber 2746 Page 120, Liber 2782 Page 731, Liber 2917 Page 558 and Liber 3073 Page 73.

12. Terms, provisions, agreements, obligations, easements, restrictions, rights of co-owners and the Condominium Association as disclosed in the Master Deed, as amended, and contained in or created under Act 59 of the Public Acts of 1978, as amended. The general common elements may be subject to easements of record not disclosed in the Master Deed.
13. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
14. Terms, covenants and conditions as set forth in Sanitary Sewer Easement as disclosed by instrument recorded in Liber 1248 Page 296.
15. Terms, covenants and conditions as set forth in Grant of Easement as disclosed by instrument recorded in Liber 1420 Page 450.
16. Terms, covenants and conditions as set forth in Use Agreement as disclosed by instrument recorded in Liber 1448 Page 14.
17. Terms, covenants and conditions as set forth in Affidavit Acknowledging Easement Rights as disclosed by instrument recorded in Liber 1682 Page 370.
18. Terms, covenants and conditions as set forth in Grant of Easement as disclosed by instrument recorded in Liber 2137 Page 827.
19. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
20. Mortgage between Mall Road Management Company, LLC, a Michigan Limited Liability Company, as mortgagor, and Citizens First Savings Bank, as mortgagee, in the original stated principal amount of \$500,000.00, dated 11/29/2004, recorded 12/08/2004 in Liber 2846 Page 49. Said mortgage assigned to Talmer Bank and Trust, a Michigan Chartered Banking Institution in Document No. 2016R06804.

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