

**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-117462**
Property Address: **5139 E. River Rd., Mt. Pleasant, MI 48858,**

1. Commitment Date: **08/14/2018** 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:

Douglas Wayne Darnell as initial Trustee of the Revocable Trust Agreement of Douglas Wayne Darnell, dated August 15, 2000

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 

Authorized Countersignature

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File No.: **GRC-117462**

ALTA Commitment For Title Insurance 8-1-16



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LEGAL DESCRIPTION RIDER

Situated in the **Township of Union, County of Isabella, State of Michigan**

The Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 1, Town 14 North, Range 4 West, EXCEPT the East 5 acres thereof.

PRELIMINARY

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

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Requirements

File No. GRC-117462

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. **Court Order authorizing Amicus Management to sell subject property.**
 - F. **Covenant Deed from The Revocable Trust Agreement of Douglas Wayne Darnell, dated August 15, 2000, through its Receiver, Amicus Management, Inc. to the proposed purchaser.**
 - G. **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.)**

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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 \$1,443.18 are PAID.
2018 Summer Taxes in the amount of \$509.10 are PAID.

Property Address: 5139 E. River Rd., Mt. Pleasant, MI 48858,
Tax Parcel Number: 37-14-001-30-009-00
2018 State Equalized Value: \$74,800.00
Principal Residence Exemption: 0%

Taxable Value: \$39,974.00
School District: Mt. Pleasant

Special Assessments: NONE

PRELIMINARY

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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. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Oil, gas and or mineral interests granted to or reserved by instrument recorded in Liber 575 Page 500, and any subsequent instruments pertinent thereto.
11. Right of Way to Consumers Power Company recorded in Liber 201 Page 167.

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12. Future Advance Mortgage between Douglas Wayne Darnell, as Initial Trustee of the Revocable Trust Agreement of The Douglas Wayne Darnell dated August 15, 2000, as mortgagor, and First Bank, as mortgagee, in the original stated principal amount of _____ dated 10/30/2006, recorded 11/01/2006 in Liber 1370 Page 583. Said mortgage modified in Liber 1507 Page 674 and Liber 1678 Page 249. Affidavit of Scrivener's Error recorded in Liber 1689 Page 369 and Liber 1761, Page 894.
13. Future Advance Mortgage between Douglas Wayne Darnell, as Initial Trustee of the Revocable Trust Agreement of The Douglas Wayne Darnell dated August 15, 2000, as mortgagor, and First Bank, as mortgagee, in the original stated principal amount of _____ dated 10/30/2006, recorded 11/01/2006 in Liber 1370, Page 575. Said mortgage modified in Liber 1507 Page 671 and Liber 1678 Page 243. Affidavit of Scrivener's Error recorded in Liber 1689 Page 368 and Liber 1761 Page 895.
14. Mortgage between Douglas Wayne Darnell, as Initial Trustee of the Revocable Trust Agreement of The Douglas Wayne Darnell dated August 15, 2000, as mortgagor, and First Bank, as mortgagee, in the original stated principal amount of _____ dated 10/30/2006, recorded 11/01/2006 in Liber 1370 Page 567. Said mortgage modified in Liber 1406 Page 138, Liber 1507 Page 677 and Liber 1748 Page 957.

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