

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
FIRST AMERICAN 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-135888** *Revision No. 1*  
Property Address: **V/L Huff Rd, Cambria Twp MI**

1. Commitment Date: **10/03/2019** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

**a. ALTA Owner's Policy**

**Proposed Insured: Parcel 1:**

**Marilyn Joan McKibbin, survivor of herself and her husband, Daryl McKibbin, deceased, whose death certificate is recorded in Liber 1454 Page 0380.**

**Parcel 2:**

**Daryl McKibbin and Marilyn McKibbin, or their successors, as Trustees of the Daryl McKibbin and Marilyn J. McKibbin Revocable Living Trust, dated the 17th day of December, 2003**

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:

**Parcel 1:**

**Marilyn Joan McKibbin, survivor of herself and her husband, Daryl McKibbin, deceased, whose death certificate is recorded in Liber 1454 Page 0380.**

**Parcel 2:**

**Daryl McKibbin and Marilyn McKibbin, or their successors, as Trustees of the Daryl McKibbin and Marilyn J. McKibbin Revocable Living Trust, dated the 17th day of December, 2003**

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5. The Land is described as follows:

**~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~**

By:   
Authorized Countersignature

PRELIMINARY

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File No.: **GRC-135888**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE  
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**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Cambria, County of Hillsdale, State of Michigan**

**Parcel 1:**

**The West 1/2 of the Northeast 1/4 of Section 13, Town 7 South, Range 3 West, Excepting therefrom the Southwest 1/4 of the Northeast 1/4, Section 13, Town 7 South, Range 3 West.**

**Parcel 2:**

**The Southwest 1/4 of the Northeast 1/4 of Section 13, Town 7 South, Range 3 West, EXCEPT, part of the Southwest 1/4 of the Northeast 1/4 of Section 13, Town 7 South, Range 3 West, described as: Commencing at the North 1/4 corner of said Section; thence South along the North-South 1/4 line 1511.53 feet to the place of beginning; thence South 89 degrees 31' 00" East 318.4 feet; thence South 684.07 feet; thence North 89 degrees 31' 00" East 318.4 feet; thence North along the North-South 1/4 line of said Section 684.07 feet to the place of beginning.**

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ALTA Commitment For Title Insurance 8-1-16



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

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**Best**HOMES  
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**Requirements**

**File No. GRC-135888**

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 Daryl McKibbin and Marilyn J. McKibbin Revocable Living Trust, dated the 17th day of December, 2003, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - F. **Deed from Marilyn Joan McKibbin, survivor of herself and her husband, Daryl McKibbin, deceased, whose death certificate is recorded in Liber 1454 Page 0380 to Joshua M. McKibbin and Emily J. McKibbin, husband and wife, conveying parcel 1.**

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- G. Deed from the Current Trustee of the Daryl McKibbin and Marilyn J. McKibbin Revocable Living Trust, dated the 17th day of December, 2003 to Joshua M. McKibbin and Emily J. McKibbin, husband and wife, conveying parcel 2.
  - H. Certified Copy of Order entered in the Bankruptcy case excepted on Schedule B - Section II authorizing the [sale/mortgage] by the Debtor or Trustee.
  - I. >>The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
  - J. Quit Claim deed from Jeff A. Moyer, Trustee of the Estate of Joshua M. McKibbin and Emily J. McKibbin, debtors, United States Bankruptcy Court, Western District, Case No. DK 15-04094 to the proposed insured purchaser(s).
  - K. Release(s) of the lien(s) excepted on Schedule B - Section II. Said lien must be release by one of the following: a) Discharge of Judgment Lien signed by the judgment creditor or his attorney or b) an Affidavit (prepared by attorney) along with a copy of the judgment debtor's Discharge in Bankruptcy with attached copy of the Bankruptcy Schedule that includes the judgment debt, explaining that the judgement no longer attaches to the property to be insured..
  - L. 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.

**SEE ATTACHED TAX INFORMATION SHEET**

## **TAX INFORMATION SHEET**

The amounts shown as unpaid do not include collection fees, penalties or interest.

**2018 Winter Taxes in the amount of \$322.28 are DELINQUENT and now due and payable to the Hillsdale County treasurer in the amount below. 2018 Summer and Winter taxes have been combined.**

**2019 Summer Taxes in the amount of \$372.58 are DUE if paid by October 31, 2019  
2019 Summer base - \$356.27.**

**2018 Taxes in the amount of \$799.45 are DELINQUENT and due to the Hillsdale County Treasurer if paid by October 31, 2019.**

**2017 Taxes in the amount of \$1,217.88 are DELINQUENT AND IN FORFEITURE and now payable to the Hillsdale County Treasurer if paid by October 31, 2019**

**Please verify amount due with the Hillsdale County Treasurer prior to closing.**

**Property Address: V/L Huff Rd, Cambria Twp MI**

**Tax Parcel Number: 30-11-013-200-002-13-7-3 (Parcels 1 & 2)**

**2019 State Equalized Value: \$116,800.00**

**Principal Residence Exemption: 100%**

**Taxable Value: \$33,351.00**

**School District: Hillsdale**

**Special Assessments: NONE**

PRELIMINARY

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SCHEDULE B PART II**

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**Exceptions**

**File No.: GRC-135888**

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. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Oil and Gas Lease in favor of Western Land Services Inc., as lessee, recorded in Liber 723 Page 713, and any subsequent instruments pertinent thereto.
11. Oil and Gas Lease in favor of Charlie Hudson & Assoc. Inc., as lessee, recorded in Liber 544 Page 950 and Affidavit recorded in Liber 562 Page 181, and any subsequent instruments pertinent thereto.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
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12. Oil and Gas Lease in favor of K. E. Johnson, as lessee, recorded in Liber 472 Page 553, and any subsequent instruments pertinent thereto.
13. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
14. Judgment Lien in the stated amount of \_\_\_\_\_ recorded 11/02/2015 in Liber 1606 Page 0006, filed by CNH Capital America , LLC.
15. Judgment Lien in the stated amount of \_\_\_\_\_ recorded 11/02/2015 in Liber 1606 Page 0008, filed by CNH Capital America, LLC
16. The Estate of Joshua M. McKibbin and Emily J. McKibbin, debtors, United States Bankruptcy Court, Western District, Case No. DK 15-04094.
17. Mortgage between Marilyn J. McKibbin, Trustee of the Daryl McKibbin and Marilyn J. McKibbin Revocable Living Trust UAD 11/17/03, as mortgagor, and CNH Industrial Capital America LLC, a Delaware Illinois limited liability company, as mortgagee, in the original stated principal amount of \$NOT SPECIFIED, dated 08/08/2016 in Liber 1633 Page 0221.
18. Mortgage between Joshua M. McKibbin, a married man & Daryl & Marilyn Joan McKibbin, husband and wife, as mortgagor, and United States of America, acting through the Farm Service Agency United States Department of Agriculture, as mortgagee, in the original stated principal amount of \_\_\_\_\_, dated 04/04/2009, recorded 04/16/2009 in Liber 1385 Page 0019.

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