

**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-139933**
Property Address: **1943 S Duck Bay Trail , Cedarville MI 49719**

1. Commitment Date: **10/31/2019** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: William Bradley, a/k/a William S. Bradley


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:

William Bradley, a/k/a William S. Bradley

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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File No.: **GRC-139933**

ALTA Commitment For Title Insurance 8-1-16



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LEGAL DESCRIPTION RIDER

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

Commencing at the Northeast corner of Government Lot 7, Section 1, Town 41 North, Range 1 West; thence along the East line of said Government Lot 7, South 519.41 feet to an iron stake on the shore of Muscallonge Bay; thence along said Bay North 86°36' West 339.7 feet to an iron stake; thence leaving said shore North 73°09' West 200 feet, being the Point of Beginning of this description; thence parallel with the East line of said Government Lot, South 408.09 feet; thence parallel with the North line of said Government Lot, East 492.7 feet to the shore of Muscallonge Bay; thence Northwesterly, Northerly, Easterly and Southeasterly along said shore to its intersection with the East line of said Government Lot; thence along the East line of said Government Lot, North 519.41 feet to the Northeast corner of said Government Lot; thence along the North line of said Government Lot, West to a point North of the Point of Beginning; thence parallel with the East line of said Government Lot, South to the Point of Beginning, being a part of Government Lot 7, Section 1, Town 41 North, Range 1 West. ALSO the West 40 feet of Government Lot 6, Section 1, Town 41 North, Range 1 West.

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

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TITLE AGENCY, LLC

Requirements

File No. GRC-139933

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. **The Land described herein is on an island and may be accessible by water or the air, however there is no evidence of record that there is any right of access to the Land from a public roadway or highway. The access our policies of title insurance cover is a "legal right of access", meaning a legal right to access to and from a public roadway.**
 - D. **Discharge(s) of the mortgage(s) and Assignment of Rents 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

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TAX INFORMATION SHEET

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

2019 Winter Taxes in the amount of \$866.27 are DUE if paid by February 14, 2020.
2019 Summer Taxes in the amount of \$3,024.86 are PAID.

Property Address: 1943 S Duck Bay Trail , Cedarville MI 49719

Tax Parcel Number: 49-003-301-054-10

2019 State Equalized Value: \$139,400.00

Principal Residence Exemption: 0%

Taxable Value: \$101,180.00

School District: 49040

Special Assessments: NONE

PRELIMINARY

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

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BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
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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 191, Page 156.
10. There is no legal right of access to and from the Land and the insuring provision 4 on the face page of the policy is hereby deleted.

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11. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
12. Terms, covenants and conditions as set forth in Right of Way Agreement in favor of Edison Sault Electric Company recorded in Liber 170, Page 254.
13. Terms, covenants and conditions as set forth in Right of Way Agreement in favor of Edison Sault Electric Company recorded in Liber 177, Page 59.
14. Terms, covenants and conditions as set forth in Right-of-Way Easement for Underground Powerline in favor of Edison Sault Electric Company recorded in Liber 659, Pages 393 and 395.
15. 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.
16. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of Muscallonge Bay of Lake Huron.
17. 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 Muscallonge Bay of Lake Huron.
18. Mortgage executed by William S. Bradley to Chemical Bank in the amount of _____ dated April 19, 2018 and recorded May 17, 2018 in Liber 850, Page 430.
19. Assignment of Rents executed by William S. Bradley to Chemical Bank, dated April 19, 2018 and recorded May 17, 2018 in Liber 850, Page 442.

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