

**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-139646**  
Property Address: **430 E. Isabella Rd , Midland MI 48640**

1. Commitment Date: **10/30/2019** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

**a. ALTA Owner's Policy**

**Proposed Insured: Dyer Management, LLC, a Michigan Limited Liability Company**


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:

**Dyer Management, LLC, a Michigan Limited Liability Company**

5. The Land is described as follows:

**~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~**

By:   
Authorized Countersignature

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Lee, County of Midland, State of Michigan**

**Part of the Southwest 1/4 of the Southwest 1/4 of Section 12, T14N, R1W, described as: Commencing at the center of the intersection of Seven Mile Road and Highway M-20 in said Section 12; thence East 533 feet on the centerline of M-20; thence North to the North right of way line of Highway M-20, a distance of 75 feet, more or less, which is the true point of beginning; thence North 208 feet; thence East 416 feet; thence South 208 feet; thence West 416 feet to the point of beginning.**

PRELIMINARY

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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-139646**

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. Submit to the Company the Operating Agreement, including any amendments thereto, of Dyer Management, LLC, and the Certificate issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Energy, Labor and Economic Growth evidencing proper filing of the Articles of Organization. **\*\*NOTE: 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.**
  - D. Discharge(s) of the mortgage(s) and Assignment (s) of Leases and 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.

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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.

**2018 Winter Taxes in the amount of \$9,214.56 are PAID. Includes \$444.06 for Delinquent water and \$95.00 for solid waste 1.**

**2019 Summer Taxes in the amount of \$2,540.43 are PAID.**

**Property Address: 430 E. Isabella Rd , Midland MI 48640**

**Tax Parcel Number: 56-100-012-300-140-00**

**2019 State Equalized Value: \$237,900.00**

**Principal Residence Exemption: 0%**

**Taxable Value: \$233,164.00**

**School District: 56020 Bullock Creek**

**Special Assessments: NONE**

**Note: 2019 Winter taxes which become due and payable on December 1, 2019 are currently not available.**

PRELIMINARY

**ALTA COMMITMENT FOR TITLE INSURANCE  
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. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
10. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.
11. Easement granted to Pure Oil Pipeline Company as disclosed by instrument recorded in Liber 112, Page 235 and any assignments or liens thereon.

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12. Easement granted to the State of Michigan disclosed by instrument recorded in Liber 45 of Misc. Records Page 285.
13. Easement granted to Consumers Power Company, disclosed by instrument recorded in Liber 235 Page 442.
14. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
15. Future Advance Mortgage between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/15/2010 recorded 10/21/2010 in Liber 1528, Page 378. Amendment to change the maturity dated recorded in Liber 1583, Page 158. (Covers more land)
16. Future Advance Mortgage between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/15/2010 recorded 10/21/2010 in Liber 1528, Page 390. Amendment to change the maturity date recorded in Liber 1545, Page 936. Amendment to change the maximum principal amount to \_\_\_\_\_ recorded in Liber 1559, Page 405. (Covers more land)
17. Future Advance Mortgage between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/15/2010 recorded 10/25/2010 in Liber 1543, Page 149. (Covers more land) Appears to be the same mortgage as Liber 1528, Page 390
18. Non-Disturbance, Attornment and Subordination Agreement between Dyer Management, LLC, a Michigan Limited Liability Company and Wolverine Bank, FSB, dated 2/14/2007, recorded 4/10/2007, in Liber 1383, Page 975.
19. Assignment of Leases and Rents between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/15/2010 recorded 10/21/2010 in Liber 1528, Page 385.
20. Assignment of Leases and Rents between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/15/2010 recorded 10/21/2010 in Liber 1528, Page 397.
21. Assignment of Leases and Rents between Dyer Management, LLC, a Michigan Limited Liability Company as mortgagor, and Wolverine Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated 10/18/2010 recorded 10/23/2010 in Liber 1559, Page 404.

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