

**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-126515**  
Property Address: **3471 Riverview Dr, Hersey, MI 49639**

1. Commitment Date: **03/06/2019** 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:

**M-120 Tire LLC, a Michigan limited liability company**

5. The Land is described as follows:

**~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~**

By:   
Authorized Countersignature

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File No.: **GRC-126515**

ALTA Commitment For Title Insurance 8-1-16



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**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Hersey, County of Osceola, State of Michigan**

**Lot 31 and the Southwest 1/2 of Lot 30, adjacent to Lot 31, Indian Rapids Plat, according to the plat thereof as recorded in Liber 3 of Plats, Page(s) 60, Osceola County Records.**

PRELIMINARY

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

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**Requirements**

**File No. GRC-126515**

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 the Operating Agreement, including any amendments thereto, of M-120 Tire LLC, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. \*\*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.**
  - E. **NOTE: The Deed must include a notice that the Land abuts a private street or road as required by Section 261 of Act 288 P.A. 1967(MCL 560.261)**

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**F. Submit to the Company a current statement from the Treasurer of the Association, if any, that all assessments are paid in full.**

**G. NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

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.

2018 Winter Taxes in the amount of \$2,178.54 are PAID.  
2018 Summer Taxes in the amount of \$801.69 are PAID.

Property Address: 3471 Riverview Dr, Hersey, MI 49639  
Tax Parcel Number: 67-05-300-031-00  
2018 State Equalized Value: \$74,900.00  
Principal Residence Exemption: 0%

Taxable Value: \$63,995.00  
School District: Reed City

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. 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 347 Page 499 and Liber 320 Page 295.
10. Easements as disclosed by the subdivision plat.

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11. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
12. 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 the Muskegon River
13. 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 the Muskegon River.
14. Access to subject property is by means of a private road and may be subject to various maintenance agreements.

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