

Alger Title Agency

a Division of Bay Title & Abstract, Inc. 301 Elm Ave.
Munising, MI 49862

Phone: (906) 387-2017 Fax: (906) 387-2329

Issuing Agent for:

Chicago Title Insurance Company

P.O. Box 45023 Jacksonville, FL 32232-5023

ALTA Universal ID:

Loan ID No.:

Commitment Schedule A

File Number: RTI-7655-CT

Revision No.:

1. Effective Date: 4/16/2019, at 8:00:00AM

2. Policy (or Policies) to be issued:

(a) ALTA OWNERS POLICY 6-17-06

Policy Amount

Proposed Insured: Purchaser with contractual rights under a purchase
agreement with the vested owner identified at
Item 4 below

(b) ALTA LOAN POLICY 6-17-06

Proposed Insured:

\$0.00

(c)

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Bradley T. Kerst and Susan J. Kerst, husband and wife, with remainder interest to the Trustee
of the Kerst Family Revocable Trust, u/a/d February 17, 2016

5. The land referred to in this Commitment is described as follows:

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Bay Title & Abstract, Inc.

By: 

John C. May, President

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

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Commitment Schedule A Continued
Revision No.:

Township of Onota, County of Alger, State of Michigan

Part of Government Lot 2, Part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$), all in Section 8, Township 47 North, Range 21 West, and more particularly described as follows: Beginning at a point being North $00^{\circ} 29' 55''$ East, 559.97 feet and North $89^{\circ} 30' 05''$ West, 327.91 feet from the East One-Quarter (E $\frac{1}{4}$) corner of said Section 8, Township 47 North, Range 21 West; thence North $00^{\circ} 31' 49''$ East, 421.10 feet; thence South $68^{\circ} 03' 34''$ West, 1412.91 feet; thence South $13^{\circ} 26' 36''$ East, 251.25 feet; thence North $74^{\circ} 17' 09''$ East, 1296.74 feet to the Point of Beginning. Commonly known as Parcel 25 of Laughing Whitefish Parcels.

Property Address: 9221 Shore Drive AuTrain, MI 49806

Tax Parcel Number: 02-007-058-008-20

The Property Address and tax parcel number shown herein is for informational purposes only.

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Commitment Schedule B - Section 1

File Number: RTI-7655-CT

REQUIREMENTS

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,
- 4A. Property Owner(s) to submit an accurately completed Owner's Affidavit.
- 4B. Record a proper release and discharge of Mortgage shown at paragraph 10 of Exceptions, or paragraph 10 of Exceptions will be shown under Schedule B of the final policy.
- 4C. Record a proper release and discharge of Mortgage shown at paragraph 11 of Exceptions, or paragraph 11 of Exceptions will be shown under Schedule B of the final policy.
- 4D. 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.

****NOTICE:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

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Commitment Schedule B - Section 2

File Number: RTI-7655-CT

Exceptions

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 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 by making inquiry of persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages 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 the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. The lien of the general real estate taxes for the year 2019 and thereafter.
7. The lien of any special assessments, taxes or charges.
8. Any reservation of water, mineral, oil and gas rights appearing in the public records.
9. Notwithstanding any provisions of the policy or commitment to the contrary, the company makes no representations or assurance regarding compliance or non-compliance with the provisions of the Land Division Act (PA 591 of 1996, MCLA 560.101 ET SEQ) and Michigan Right to Farm Act (MCLA 286.471 ET SEQ).
10. Mortgage given by Bradley T. Kerst and Susan J. Kerst, husband and wife, to Wells Fargo Bank, N.A., dated November 16, 2012, recorded November 26, 2012, in Document No. 201202587, in the amount of
11. Future Advance Mortgage given by Bradley T. Kerst and Susan J. Kerst, husband and wife, to Munising Community Credit Union, dated October 28, 2013, recorded November 5, 2013, in Document No. 201302432, in the amount of
12. Protective Covenants and Restrictions for Laughing Whitefish Parcels, as set forth in Liber 171, Pages 338-340.
13. Rights of others in 66 feet right of way known as Shore Drive as reserved in Liber 171, pages 338 to 340.
14. Rights of others in Shore Drive, as shown on a Surveys by Robert L. Jamros, R.L.S. #25849, recorded November 14, 1996, in Liber 154, Pages 463-464.
15. Right of way 66 feet in width, from Highway M-28 for ingress, egress and utilities, referred to in a deed recorded September 25, 2001, in Liber 171, Pages 338-340.
16. Rights of the public and of any governmental unit in any part thereof, used, taken, or deeded for street, alley, sidewalk, road, utility, railroad, or highway.

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Commitment Schedule B - Section 2 Continued

File Number: RTI-7655-CT

Exceptions

17. Taxes and assessments which become due and payable after the Commitment Date, including taxes or assessments which may be added to the tax rolls or tax bill after the Commitment Date as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.

NOTE: Taxes are paid through 2018

Property No.: 02-007-058-008-20

2018 SEV: \$127,800.00

2018 Winter Tax: \$1,324.97

2018 Summer Tax: \$1,271.56

100% Homestead

NOTE: Tax information is furnished as a courtesy and should be verified for accuracy.

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