

Transaction Identification Data for reference only:

Issuing Agent:eTitle Agency, Inc.Issuing Office:1650 W. Big BeaverLoan ID No.:2001870MJCommitment No.:2001870MJIssuing Office File No.:2001870MJProperty Address:15325 W Michigan Ave., Marshall, MI 49068

## SCHEDULE A

- 1. Commitment Date: January 22, 2020 at 12:00 AM
- 2. Policy to be issued:
  - ALTA Loan Policy (6-17-06)
    Proposed Insured: Chemical Bank, its successors and assigns as their interests may appear as defined in the Conditions of this policy.
    Proposed Policy Amount:
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is Fee Simple, at the Commitment Date, vested in:

Michael-Samuel Corp., a Michigan corporation a/k/a Michael-Samuel Corporation

5. The Land is described as follows:

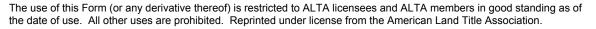
Property located in the Township of Marshall, County of Calhoun, State of Michigan

SEE SCHEDULE C ATTACHED HERETO

e Title Agency, Inc.

By:\_\_\_\_\_ e Title Agency, Inc.

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#### SCHEDULE B, PART I 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, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Pay unpaid taxes and assessments unless shown as paid.
- 6. 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.
- 7. Parcel ID Number: 16-270-018-03

Taxes paid through and including 2018

2019 Winter Taxes in the amount of \$12,493.31 including \$112.68 for lights and \$41.37 for Bear Creek, are DUE

2019 Summer Taxes in the amount of \$15,289.82, are paid

2019 State Equalized Value: \$584,000.00, Taxable Value: \$516,041.00

Principal Residence Exemption: 0%

NOTE: On the above tax amount(s) there may also be due an amount for interest, penalty and collection.

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#### SCHEDULE B (Continued)

#### SCHEDULE B, PART II 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 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. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any lien, or right to lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 4. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- 5. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 6. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, pary walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 7. Easements or claims of easements not shown by the Public Records.
- 8. Taxes and assessments which become due and payable after the Effective Date, including taxes or assessments which may be added to the tax rolls or tax bill after the Effective Date as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption.
- 9. Lien for outstanding water and sewer charges if any.
- 10. Interest of Wolverine Sign Works, as disclosed by Bulletin Location Lease dated November 15, 1928, recorded December 5, 1928 in Liber 345, page 102.
- 11. Mortgage in the original amount of executed by Michael-Samuel Corp. a/k/a Michael-Samuel Corporation, to Chemical Bank, dated August 16, 2010, recorded September 9, 2010, in

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2001870MJ

# SCHEDULE B

(Continued)

Liber 3566, page 162. (Parcel 1)

- 12. Assignment of Rents executed by Michael-Samuel Corp. a/k/a Michael-Samuel Corporation, to Chemical Bank, dated August 16, 2010, recorded September 9, 2010, in Liber 3566, page 173. (Parcel 1)
- 13. executed by Michael-Samuel Corp., a Michigan Mortgage in the original amount of corporation, to Chemical Bank, dated July 24, 2014, recorded August 28, 2014, in Liber 3904, page 239. (Part of Parcel 2)
- 14. Assignment of Rents executed by Michael-Samuel Corp., a Michigan corporation, to Chemical Bank, dated July 24, 2014, recorded August 28, 2014, in Liber 3904, page 250. (Part of Parcel 2)
- 15. Mortgage in the original amount of executed by Michael-Samuel Corp., a Michigan corporation, to Chemical Bank, dated January 12, 2015, recorded February 17, 2015, in Liber 3943, page 629.
- 16. Assignment of Rents executed by Michael-Samuel Corp., a Michigan corporation, to Chemical Bank, dated January 12, 2015, recorded February 17, 2015, in Liber 3943, page 640.
- 17. Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 343, page 7.
- 18. Terms and Conditions contained in Determination of Necessity, as disclosed by instrument recorded in Liber 857, page 537, and amended in Liber 866, page 532 and Liber 919, page 731.
- 19. Easement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 952, page 407 and Liber 952, page 409.
- 20. Easement for Electric and Gas Facilities in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1839, page 476.
- 21. Terms and Conditions contained in Quit Claim Deed, as disclosed by instrument recorded in Liber 892, page 383.
- 22. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
- 23. Rights of tenants, if any, under any unrecorded leases.
- 24. Without limiting, modifying, abridging or negating any provision of the Exclusions From Coverage stated in this Policy or any other exception included in this Schedule B, and as a supplement and addition thereto, this Policy does not insure or provide title insurance coverage directly or indirectly for or against any and all consequences and effects, legal, equitable, practical or otherwise, civil or criminal, of any violation or alleged violation of any United States federal, state, county, municipal or local laws, statutes,

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# SCHEDULE B

(Continued)

ordinances or regulations or any actual or threatened action, court order or mandate for the enforcement thereof, relating to or governing the use, processing, manufacture, growth, possession, distribution, sale or any other activity on, about, or relating to or concerning the land, title thereto or any interest therein, of any Schedule I drug as defined by the United States Controlled Substances Act, including, without limitation, marijuana and/or cannabis, and any component, derivative or product thereof. This Policy insures title only; nothing contained in this Policy shall be construed to insure the subject premises for any particular use.

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## SCHEDULE C

The Land is described as follows:

Property located in the Township of Marshall, County of Calhoun, State of Michigan

#### PARCEL 1:

A parcel of land in the Northwest 1/4 of Section 27, Town 2 South, Range 6 West, described as: Commencing at the North 1/4 post of said Section 27; thence South 00 degrees 32 minutes 35 seconds East, along the North and South Quarter line of said Section 27, a distance of 1332.66 feet to the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence North 89 degrees 49 minutes 36 seconds West, along said North line, 915.14 feet to the true point of beginning; thence South 00 degrees 31 minutes 41 seconds East, parallel with the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 27, a distance of 712.59 feet; thence South 87 degrees 01 minute 11 seconds West 250.23 feet; thence South 00 degrees 31 minutes 41 seconds East, parallel with said West line, 375.00 feet to the Northerly right of way line of West Michigan Avenue; thence South 87 degrees 01 minute 11 seconds West, along said Northerly right of way line, 150.14 feet to the West line of the Southeast 1/4; thence North 00 degrees 31 minutes 41 seconds West, along said West line, 1109.62 feet to the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence South 89 degrees 49 minutes 36 seconds West, along said West line, 1109.62 feet to the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence South 89 degrees 49 minutes 36 seconds East, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence South 89 degrees 49 minutes 36 seconds East, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence South 89 degrees 49 minutes 36 seconds East, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 27; a distance of 400.03 feet to the point of beginning.

## PARCEL 2:

A parcel of land in the Northwest 1/4 of Section 27, Town 2 South, Range 6 West, described as: Commencing at the North 1/4 post of said Section 27; thence South 00 degrees 32 minutes 35 seconds East, along the North and South Quarter line of said Section 27, a distance of 1332.66 feet to the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 27; thence North 89 degrees 49 minutes 36 seconds West, along said North line, 915.14 feet; thence South 00 degrees 31 minutes 41 seconds East, parallel with the West line of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 27, a distance of 712.59 feet to the true point of beginning; thence South 00 degrees 31 minutes 41 seconds East, parallel with said West line, 373.68 feet to the Northerly right of way line of West Michigan Avenue; thence Westerly 60.82 feet, along said Northerly right of way line and the arc of a curve to the right whose radius is 1399.36 feet, and whose chord bears South 85 degrees 46 minutes 28 seconds West 60.82 feet; thence South 87 degrees 01 minutes 41 seconds West, parallel with said West, along said Northerly right of way line, 189.48 feet; thence North 00 degrees 31 minutes 41 seconds East 250.23 feet to the point of beginning.

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#### **PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing non-public, personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Pursuant to the requirement

of GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of eTitle and its title agents.

#### **Types of Information**

Depending upon which of our services you are utilizing, we may collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications, forms, or through other communications;
- Information about your transactions we secure from our files, from our affiliates, or others;
- Information we receive from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic, personal information will be collected about you.

#### Information we disclose to third parties

We may disclose your nonpublic, personal information to an affiliate, which includes any company that controls eTitle, is controlled by eTitle, or is under common control with eTitle. We may also disclose your nonpublic, personal information to:

- Nonaffiliated third parties involved in effecting, administering, or enforcing a transaction that you have requested or authorized;
- Nonaffiliated companies that perform marketing services on our behalf or with whom we have a joint marketing agreement;
- Regulators or others in order to protect against actual or potential fraud or to comply with applicable legal requirements.

# WE DO NOT DISCLOSE ANY NONPUBLIC, PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

#### Information we disclose to third parties

Even if you are no longer our customer, our Privacy Policy will continue to apply to your nonpublic, personal information that we continue to retain.

#### **Confidentiality and Security**

Employees of eTitle and its affiliates are provided access to nonpublic, personal information on a need to know basis. We maintain physical, electronic, and procedural safeguards intended to protect your nonpublic, personal information from unauthorized access. Moreover, all employees of eTitle and its affiliates are required to undergo annual Privacy Policy training.

We appreciate the opportunity to serve you!



# **Notice of Privacy Policy**

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# Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

## Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

## **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

## Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

## **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

## **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at <u>www.wltic.com</u>.



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