

Transac on Iden ca on 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-162058**Property Address: **1122 W. Main St, Fremont, MI****SCHEDULE A**1. Commitment Date: **10/13/2021** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA® Owner's Policy

Proposed Insured: Clare Tubbergen and Elaine R. Tubbergen, Trustees of the Clare and Elaine R. Tubbergen Revocable Living Trust under Agreement dated June 8, 2017, subject to the Land Contract Purchaser's Interest of Mike and Kim Lynch Properties, 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:

Clare Tubbergen and Elaine R. Tubbergen, Trustees of the Clare and Elaine R. Tubbergen Revocable Living Trust under Agreement dated June 8, 2017, subject to the Land Contract Purchaser's Interest of Mike and Kim Lynch Properties, LLC, a Michigan Limited Liability Company

5. The Land is described as follows: **[SEE ATTACHED LEGAL DESCRIPTION RIDER]**

By: 
Authorized Countersignature

AGENT FOR: **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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LEGAL DESCRIPTION RIDER

Situated in the City of Fremont, County of Newaygo, State of Michigan

Part of a parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 3, Town 12 North, Range 14 West, City of Fremont, Newaygo County, Michigan described as: Beginning at a point on the North Line of said section, said point being North 89 degrees 54 minutes 33 seconds West 1320.35 feet from the Northeast corner of said Section; thence South 00 degrees 22 minutes 20 seconds East (recorded as South 00 degrees 21 minutes 00 seconds East) 179.01 feet; thence North 89 degrees 57 minutes 00 seconds West 7.80 feet; thence South 00 degrees 22 minutes 20 seconds East 70.99 feet; thence North 89 degrees 57 minutes 00 seconds West 142.20 feet; thence North 00 degrees 21 minutes 00 seconds West 250.00 feet to the North line of said section; thence South 89 degrees 54 minutes 33 seconds East along said North line 150.00 feet to the Point of Beginning.

PRELIMINARY

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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.
 - A. For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed "Affidavit by Owner" and/or acceptable Survey or Survey Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein. In the event subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
 - 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. **NOTICE/REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS:**
All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
 - D. **Current Certificate of Trust for the Clare and Elaine R. Tubbergen Revocable Living Trust under Agreement dated June 8, 2017, which complies with the requirements of MCL 565.431 and MCL 700.7913.**
 - E. **Submit to the Company the Operating Agreement, including any amendments thereto, of Mike and Kim Lynch Properties, LLC, a Michigan Limited Liability Company, the Certificate issued by**

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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.

- F. Submit for review the Land Contract terms, covenants and conditions thereof between the Current Trustee(s) of the Clare and Elaine R. Tubbergen Revocable Living Trust under Agreement dated June 8, 2017, as Vendor and Mike and Kim Lynch Properties, LLC, a Michigan Limited Liability Company.
 - 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]

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TAX INFORMATION SHEET

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

Tax Parcel #: 62-17-03-226-022 | Assessed Address: 1122 W. Main St, Fremont, MI

2020 Winter Taxes in the amount of \$2,213.98 are PAID.

2021 Summer Taxes in the amount of \$10,799.80 are PAID.

2021 State Equalized Value: \$206,000.00 | Taxable Value: \$197,730.00

Principal Residence Exemption: 0% | School District: Fremont

Special Assessments: NONE

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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. 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. 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.
7. 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.
8. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
9. Land Contract and the terms, covenants and conditions thereof between Clare Tubbergen and Elaine R. Tubbergen, Trustees of the Clare Tubbergen and Elaine R. Tubbergen Trust, as Vendor and Michael Lynch and Kimberly Lynch, husband and wife, as Vendee, disclosed by Memorandum of Land Contract recorded November 24, 2015 in Liber 459, Page 9450 and again recorded in Liber 485, Page 6238, Purchaser's Interest having been assigned to Mike and Kim Lynch Properties, LLC, a Michigan Limited Liability Company in Liber 472, Page 8704.

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10. Easement granted to Michigan Bell Telephone Company, disclosed by instrument recorded in Liber 357, Page 5634.
11. Easement granted to City of Fremont, disclosed by instrument recorded in Series K, Page 6781.
12. Easement granted to State of Michigan, disclosed by instrument recorded in Liber 157, Page 393.
13. Easement granted to Consumers Power Company, disclosed by instrument recorded in Liber 147, Page 148.
14. Easement as evidenced of record in Series M, Page 7032.
15. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.

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PRIVACY INFORMATION

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We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.