BH-230153- Page | 4

Transaction Identification Data for reference only:

Issuing Agent: Best Homes Title Agency, LLC

Issuing Office: 4949 Plainfield Avenue NE, Grand Rapids, MI 49525

Telephone (616) 885-9027 Facsimile: (616) 885-9033

Commitment Number: BH-230153 Revision No. 2 Property Address: 2088 66th Street, Fennville, MI 49408

# **SCHEDULE A**

1. Commitment Date: October 5, 2022 at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA® Owner's Policy (6-17-06)

Proposed Insured: PRELIM TBD

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:

Island Investments Incorporated a/k/a Island Investments Corporation, a Nevada corporation

5. The Land is described as follows:

[ SEE ATTACHED LEGAL DESCRIPTION RIDER ]

By: \_\_\_\_\_\_Authorized Countersignature



AGENT FOR: First American Title Insurance Company

#### **LEGAL DESCRIPTION RIDER**

Situated in the Township of Ganges, County of Allegan, State of Michigan:

Parcel 1: Commencing at the East quarter post of Section 9, Town 2 North, Range 16 West; thence South on the East section line, 532.42 feet to the place of beginning of this description; thence continue South on the section line, 774.59 feet to the East and West eighth line; thence North 87 degrees 58' 27" West on same, 440.74 feet; thence North 558.55 feet; thence North 05 degrees 36' 32" East 216.05 feet; thence South 88 degrees 00' 43" East parallel with the East and West quarter line, 419.60 feet to the place of beginning.

Together with a Septic area Easement described as: Commencing at the East quarter post of Section 9, Town 2 North, Range 16 West; thence North 88 degrees 00' 43" West on the East and West quarter line, 401.68 feet; thence South 01 degrees 58' 35" West 81.11 feet to the place of beginning of this description; thence continue South 01 degrees 58' 35" West 107.72 feet; thence North 88 degrees 01' 00" West 147.80 feet; thence North 01 degrees 58' 35" East 107.72 feet; thence South 88 degrees 01' 00" East 147.80 feet to the place of beginning.

# **SCHEDULE B, PART I**

### Requirements

All of the following Requirements must be met:

- 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.
- 2. 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.
- 3. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- 4. Pay the premiums, fees, and charges for the Policy to the Company.
- 5. 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.
- 6. 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.
- 7. The Loan Policy will be issued without exceptions 1, 2, 3 and 4.
- 8. 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.
- 9. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Island Investments Incorporated a/k/a Island Investments Corporation, a Nevada corporation 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.

# BH-230153- Page | 7

- 10. Submit to the Company a Resolution by the Board of Directors or Shareholders of Island Investments Incorporated a/k/a Island Investments Corporation, a Nevada corporation, authorizing the [sale/mortgage] and directing the proper officers to execute the [deed/land contract/mortgage] on behalf of the Corporation. \*\*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.
- 11. NOTE: The legal description in Schedule A is a different legal description than the tax rolls. This change is the result of a land split/division. In order for the Company to close the contemplated transaction, an unconditional land split/division approval from the appropriate governmental entity must be furnished.
- 12. Discharge or satisfactory Subordination Agreement for the mortgage(s) excepted on Schedule B Section II, or the mortgage will appear as an exception on the policy to be issued. >> In the event the loan is secured by a mortgage purported to allow for advances of a credit line, please be advised that IT IS A REQUIREMENT that the Mortgagor of said mortgage MUST AUTHORIZE THE LENDER TO FREEZE THE REFERENCED CREDIT LINE UPON ISSUANCE OF THE PAYOFF and PROVIDE WRITTEN AUTHORIZATION TO CLOSE SAID CREDIT LINE ACCOUNT to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent. <<

# 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:

- 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.
- 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 the 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 which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status 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. Loss or damage sustained as a result of the failure to obtain an approved land split/division and reassessed legal description to accurately describe only the land insured herein.
- 10. Mortgage between Jean E. Beaty, Kim E. Keag and Alexandria Jean Keag, as joint tenants with full rights of survivorship, as mortgagor, and Island Investments Incorporated, as mortgagee, dated November 3, 2009 recorded November 6, 2009 in Liber 3373 Page 986.
- 11. 2021 Winter Taxes in the amount of \$13,785.18 are DELINQUENT and DUE and included in the 2021 Delinquent Combined Amount below

2022 Summer Taxes in the amount of \$5,997.94are DELINQUENT and DUE if paid by November 30, 2022

2021 Summer and Winter Delinquent Combined Amount DUE is \$21,346.67if paid by November 30, 2022

Property Address: 2088 66th St., Fennville, MI 49408

Tax Parcel Number: 03-07-009-043-00 (Includes additional land) 2022 State Equalized Value: \$876,600.00 Taxable Value: \$522,396.00

Principal Residence Exemption: 50% School District: Fennville

Special Assessments: NONE

# **PRIVACY INFORMATION**

BH-230153- Page | 10



#### 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.