

**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-223083****Property Address: 519 North Cass Street, Morley, MI 49336****SCHEDULE A**1. Commitment Date: **April 19, 2022 at 8:00 AM**

2. Policy to be issued: Proposed Policy Amount


a. ALTA® Owner's Policy (6-17-06)

Proposed Insured: Fenstermacher Asphalt Paving, L.L.C., 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:

**Fenstermacher Asphalt Paving, L.L.C., a Michigan limited liability company**5. The Land is described as follows: **[ SEE ATTACHED LEGAL DESCRIPTION RIDER ]**By:   
Authorized CountersignatureAGENT FOR: **First American Title Insurance Company**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**LEGAL DESCRIPTION RIDER**

Situated in the Village of Morley, County of Mecosta, State of Michigan

That part of the South 1/2 of the Southeast 1/4 of Section 24, Town 13 North, Range 10 West, described as: Commencing at the Southeast corner; thence West along the South Section line 635.64 feet to the point of beginning; thence continuing West along said South Section line 399.60 feet; thence North 10 degrees 00 minutes 12 seconds West, 383.53 feet; thence South 89 degrees 00 minutes 59 seconds East, 684.27 feet; thence South 11 degrees 00 minutes 54 seconds West on a long chord of 1 degree 00 minutes 30 seconds of US 131 Highway curve 200 feet; thence West 150 feet; thence South 8 degrees 00 minutes 00 seconds West 183.32 feet to the point of beginning.

EXCEPT:

That part of the South 1/2 of the Southeast 1/4 of Section 24, Town 13 North, Range 10 West, described as: Commencing at the Southeast corner; thence West along the South Section line 635.64 feet to the point of beginning; thence continuing West along said South Section line West 50 feet; thence North 8 degrees East 183.32 feet; thence East 50 feet; thence South 8 degrees West 183.32 feet to the point of beginning.

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**SCHEDULE B, PART I****Requirements**

All of the following Requirements must be met:

1. 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. Pay the agreed amounts for the interest in the land and/or mortgage 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. 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.
6. 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.
7. 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.
8. Submit to the Company the Operating Agreement, including any amendments thereto, of Fenstermacher Asphalt paving, L.L.C., a Michigan limited liability company, 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.

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9. Discharge(s) of the mortgage(s) excepted on Schedule B - Section II. >> 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 - or - provide a satisfactory subordination agreement of this mortgage to the proposed mortgage to be recorded at closing <<
10. Release(s) of the Assignment of Rents excepted on Schedule B - Section II.

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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 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. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.

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10. Mortgage between Kesha G. Fenstermacher, a single woman, as mortgagor, and Lake-Osceola State Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated March 4, 2016 recorded March 18, 2016 in Liber 862 Page 2691.

Said Mortgage was modified by Partial Discharge of Mortgage recorded December 13, 2017 in Liber 882 Page 1037.

11. Assignment of Rents and Leases between Kesha G. Fenstermacher, a single woman and Lake-Osceola State Bank, recorded March 18, 2016 in Liber 862 Page 2702.

12. 2021 Winter Taxes in the amount of \$1,521.62 are PAID.

2021 Summer Taxes in the amount of \$629.23 are PAID.

2021 Village Taxes in the amount of \$576.65 are PAID

Property Address: 519 North Cass Street, Morley, MI 49336

Tax Parcel Number: 54-13-892-004-000

2021 State Equalized Value: \$58,600.00

Taxable Value: \$52,392.00

Principal Residence Exemption: 0%

School District: Morley Stanwood Comm Schools

Special Assessments: None

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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.