

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-222328****Property Address: 7262 Cairin Highway, Kewadin, MI 49649****SCHEDULE A**1. Commitment Date: **April 7, 2022** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

a. ALTA® Owner's Policy (6-17-06)

Proposed Insured: TBD TBD


b. ALTA® Loan Policy (6-17-06)

Proposed Insured:

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:

Trinity K. Real Estate LLC5. 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 Township of Milton, County of Antrim, State of Michigan

That part of the Northwest 1/4 of Section 11, Town 29 North, Range 9 West, Milton Township, Antrim County, Michigan described as: Commencing at the Northwest corner of said Section 11; thence South 89 degrees 14 minutes 00 seconds East along the North line of said Section and the centerline of Indian Road 1056.00 feet; thence South 00 degrees 01 minutes 09 seconds East 637.01 feet to the Point of Beginning; thence North 89 degrees 27 minutes 54 seconds East 131.78 feet; thence South 112.24 feet; thence North 89 degrees 11 minutes 00 seconds West 66.00 feet; thence South 00 degrees 01 minutes 24 seconds West 188.67 feet to a point on the North right of way of Cairn Highway; thence North 89 degrees 09 minutes 24 seconds West 132.01 feet; thence North 00 degrees 02 minutes 36 seconds East (recorded as North) 164.96 feet; thence South 89 degrees 07 minutes 20 seconds East 66.22 feet; thence North 00 degrees 01 minutes 09 seconds West 132.85 feet to the Point of Beginning

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SCHEDULE B, PART I**Requirements**

All of the following Requirements must be met:

1. Submit to the Company the Operating Agreement, including any amendments thereto, of Trinity K Real Estate LLC, and the Certificate from the appropriate offices in its State of Domicile evidencing proper filing of the Articles of Organization.
2. Note: There is a discrepancy between the legal description shown on the vesting deed and the legal description as shown on the recorded mortgage and the tax records. The description included herein is that shown on the tax records. If it is the intent of the parties to transfer the description shown on the vesting deed, the commitment will be subject to such additional requirements and/or exceptions as may be deemed necessary.
3. 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 <<

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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.

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9. Terms, conditions and provisions as set forth in Easement Agreement as recorded in Instrument No .201600001050.
10. Mortgage in the original amount of _____ executed by Trinity K Real Estate, LLC, a Michigan Limited Liability Company to the Huntington National Bank, dated May 29, 2013, recorded July 19, 2013, in Liber 841 Page 317.
11. 2021 Winter Taxes in the amount of \$389.21 are PAID.
2021 Summer Taxes in the amount of \$2,206.01 are PAID.
Property Address: 7262 Cairn Hwy, Kewadin, MI
Tax Parcel Number: 05-12-311-044-00
2021 State Equalized Value: \$80,800.00 Taxable Value: \$65,789.00
Principal Residence Exemption: 0% School District: Elk Rapids
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.