

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-228961****Property Address: 97 Kenosha Avenue, Battle Creek, MI 49014****SCHEDULE A**


1. Commitment Date: **August 30, 2022** at 8:00 AM
2. Policy to be issued: Proposed Policy Amount
 - a. ALTA® Homeowner's Policy (12-02-13)

Proposed Insured: TBD Prelim
 - b. INFORMATIONAL ONLY | SPLIT INSURANCE

Proposed Insured: Lender with contractual loan obligations to the contractual purchaser of the vested owner identified at Item 4 below.
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:

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

By: 
Authorized CountersignatureAGENT FOR: **First American Title Insurance Company**

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LEGAL DESCRIPTION RIDER

Land situated in the City of Battle Creek and Township of Emmett, County of Calhoun, State of MI

described as follows:

Parcel 1:

A parcel of land located in the Northwest 1/4 of Section 18, Town 2 South, Range 7 West, described as: Beginning at a point on the West line of Section 18, Town 2 South, Range 7 West, distant South 01°10' East 438.93 feet from the Northwest corner of said Section; thence North 89°43' East 191.92 feet; thence South 31°07' East 531.16 feet; thence South 58°53' West, to the bank of the Kalamazoo River; thence Northwesterly along the bank of the Kalamazoo River, to the West line of said Section 18; thence North along said West Section line, to the place of beginning.

Parcel 2:

A parcel of land in the Northeast 1/4 of Section 13, Town 2 South, Range 8 West, described as: Beginning at a point on the East line of Section 13, Town 2 South, Range 8 West, distant South 01°10' East, 698.94 feet from the Northeast corner of said Section; thence South along said Section line, 129.36 feet; thence South 58°15' West, 1 chain 57 links to a large oak tree on the bank of the Kalamazoo River; thence Northwesterly along the bank of said river, 2 chains 80 links; thence North 87° East, to the point of beginning.

Parcel 3:

A parcel of land in the Northeast 1/4 of Section 13, Town 2 South, Range 8 West, described as: Beginning at a point on the East line of Section 13, Town 2 South, Range 8 West, distant South 01°10' East, 828.30 feet from the Northeast corner of said Section; thence South 58°15' West, 1 chain 57 links to the Easterly bank of the Kalamazoo River; thence South 02°15' East, along said Easterly bank, 4 chains 59 links; thence South 46°45' East along said bank, to the East line of said Section; thence North along said East line, to the point of beginning.

Parcel 4:

A parcel of land in the Northeast 1/4 of Section 13, Town 2 South, Range 8 West, described as: Beginning at a point on the East line of Section 13, Town 2 South, Range 8 West, distant South 01°10' East, 535.29 feet from the Northeast corner of said Section; thence South 89°48' West 110.74 feet; thence South 34°56'30" East 199.15 feet, to the East line of said Section; thence North along said East line, 163.65 feet to the point of beginning.

Parcel 5:

A parcel of land in the Northeast 1/4 of Section 13, Town 2 South, Range 8 West, described as: Being 80 feet in width and extending from the Northerly line of parcel 2 above described, to the North line of said Section 13.

Parcel 6:

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All that part of Lot No. 18 of Assessor's Plat of Weideman's Subdivision, according to the Plat thereof recorded in Liber 8 of Plats, Page 40, in the Office of the Register of Deeds for Calhoun County,

Michigan, lying Southerly of a line described as: Commencing at a point on the East line of said Lot, distant Northwesterly 483 feet as measured on a curve from the Southeast corner of said Lot; running thence Westerly and parallel to the South line of said Lot, to the West line of said Lot. Also, commencing at the Southwesterly corner of said Lot 18; thence Westerly along the South line of Section 12, Town 2 South, Range 8 West, 127.88 feet more or less, to the Easterly right of way line of Highway 1-194; thence Northwesterly along the said Easterly right of way line, to its intersection with the straight Westerly extension of the North line of the above described parcel; thence Easterly along the said Westerly extension, to the West line of the first above described parcel; thence Southeasterly along the Westerly side of said Lot 18, to the place of beginning. The Easterly right of way line of Highway 1-194 is described as: Commencing at a point on the South line of Section 12, Town 2 South, Range 8 West, which is South 89°20'17" West 1153.01 feet from the Southeast corner of said Section 12; thence South 37°48'29" East 103.62 feet; thence North 52°11'31" East 103 feet, to the point of beginning; thence North 37°48'29" West 50 feet to the point of curvature of a curve to the right having a radius of 1534.02 feet and a central angle of 81°58'11"; thence North 1073.69 feet along the arc of a curve, to a point of ending (chord bearing North 17°45'25" West), said point of ending being Station 871 plus 50 on said right of way line.

Parcel 7:

Outlot E of Fonda's Addition to Battle Creek according to the Plat thereof recorded in Liber 3 of Plats on Page 2, in the Office of the Register of Deeds for Calhoun County.

Parcel 8:

The West 76 feet of the North 116 feet of Lot No. 42 of Fonda's Addition to the City of Battle Creek, according to the Plat thereof recorded in Liber 3 of Plats, on page 2, in the Office of the Register of Deeds for Calhoun County, Michigan

Parcels 1, 2, 3, 4, 5, 6, 7 and 8 can further be described below as follows:

Outlot E and part of Lot 42 of Fonda's Addition to Battle Creek; Part of Lots 18, 21 and 22 of Assessor's Plat of Weideman's Addition; part of the Northeast 1/4 of Section 13, Town 2 South, Range 8 West, and part of the Northwest 1/4 of Section 18, Town 2 South, Range 7 West. Said land being more particularly described as follows:

Beginning at the Northeast corner of Section 13, Town 2 South, Range 8 West; thence South 00°25'13" East, along the East line of said Section, 535.23 feet to the place of beginning; thence South 89°32'13" East, 191.92 feet; thence South 30°22'13" East, 531.16 feet; thence South 59°37'47" West, 495.32 feet to a traverse line of the East bank of the Kalamazoo River; thence North 29°00'00" West, along said traverse line, 425.00 feet; thence North 07°00'00" East, along said traverse line, 195.00 feet; thence North 35°00'00" West, along said traverse line, 295.00 feet; thence North 48°00'00" West, along said traverse line, 235.00 feet; thence North 58°00'00" West, along said traverse line, 491.71 feet to the North line of said Section 13; thence South 89°46'00" West, along said North line, 187.25 feet to the East line of Highway 1-194; thence North 37°22'46" West, along said East line, 24.41 feet; thence 374.78 feet along said East line and the arc of a curve to the right whose radius is

1534.02 feet and whose chord bears North 30°22'50" West, 373.84 feet; thence North 89°48'32" East, 133.92 feet to point "K" of Assessor's Plat of Weideman's Addition according to the Plat thereof, as recorded in Liber 8 of Plats on Page 40 in the Office of the Register of Deeds for Calhoun County,

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Michigan; thence North 0°17'14" West, 72.65 feet to the Northwest corner of Outlot E of Fonda's Addition to Battle Creek, according to the Plat thereof, as recorded in Liber 3 of Plats on Page 2 in the Office of the Register of Deeds for Calhoun County, Michigan; thence North 83°03'43" East, along the South line of Kenosha Avenue, 125.73 feet to the East line of the West 76 feet of Lot 42 of said Fonda's Addition; thence South 01°21'44" East, along said East line 116.00 feet; thence South 83°03'08" West, along the North line of the South 66 feet of the North 182 feet of said Lot 42, 76.00 feet; thence South 0°32'03" East, 38.29 feet to the Southeast corner of said Outlot E; thence 394.04 feet along the arc of a curve to the left whose radius is 1008.70 feet and whose chord bears South 47°16'54" East, 391.54 feet to point A of said Weideman's Addition; thence North 89°46'00" East, along the North line of said Section 13, 13.89 feet to the East line of the former St. Louis, Sturgis and Battle Creek Railroad Company right of way; thence South 57°32'41" East, along said East line, 338.98 feet; thence 501.62 feet along said East line and the arc of a curve to the right whose radius is 1189.61 feet and whose chord bears South 45°27'11" East, 497.91 feet; thence South 89°27'13" East, 105.15 feet to the place of beginning. Also land between the traverse line of the Kalamazoo River and the East bank of the Kalamazoo River from the South line of the above described parcel extended West and the North line of said Section 13, Town 2 South, Range 8 West.

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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. Discharge(s) of the mortgage(s) and assignment of rents 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. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.

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9. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of the Kalamazoo River.
10. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of the Kalamazoo River.
11. Easements as disclosed by the subdivision plat.
12. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
13. Mortgage between Flamm Properties of Battle Creek, LLC, as mortgagor, and Capitol National Bank, N.A., as mortgagee, in the original stated principal amount of _____ dated April 6, 2015 recorded April 20, 2015 in Liber 3961 Page 534.
14. Assignment of Rents and Leases between Flamm Properties of Battle Creek, LLC and Capitol National Bank, N.A., recorded April 20, 2015 in Liber 3961 Page 548.
15. Mortgage between Flamm Properties Battle Creek, LLC, as mortgagor, and Capitol National Bank, N.A., as mortgagee, in the original stated principal amount of _____ dated April 6, 2015 recorded April 20, 2015 in Liber 3961 Page 559.
16. 2021 Winter Taxes in the amount of \$1,977.69 are PAID
2022 Summer Taxes in the amount of \$2,203.17 are PAID
Property Address: 97 Kenosha St
Tax Parcel Number: 13-10-018-002-00
2022 State Equalized Value: \$80,680.00 Taxable Value: \$75,207.00
Principal Residence Exemption: 0% School District: Battle Creek
Special Assessments: NONE
17. 2021 Winter Taxes in the amount of \$148.58 are PAID
2022 Summer Taxes in the amount of \$380.20 are PAID
Property Address: V/L
Tax Parcel Number: 0063-00-030-0
2022 State Equalized Value: \$9,284.00 Taxable Value: \$8,139.00
Principal Residence Exemption: 0% School District: Lakeview
Special Assessments: NONE
18. 2021 Winter Taxes in the amount of \$13.11 are PAID
2022 Summer Taxes in the amount of \$34.73 are PAID
Property Address: 91 Kenosha St
Tax Parcel Number: 2970-00-081-0
2022 State Equalized Value: \$1,320.00 Taxable Value: \$740.00
Principal Residence Exemption: 0% School District: Battle Creek
Special Assessments: NONE
19. 2021 Winter Taxes in the amount of \$104.25 are PAID
2022 Summer Taxes in the amount of \$275.57 are PAID

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Property Address: V/L
Tax Parcel Number: 9030-00-018-1
2022 State Equalized Value: \$6,750.00 Taxable Value: \$5,868.00
Principal Residence Exemption: 0% School District: Battle Creek
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.