

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:Issuing Agent: **Best Homes Title Agency, LLC**Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, MI 49525**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **BH-255865**Property Address: **3755 West US 10, Ludington, MI 49431**

Revision Number:

SCHEDULE A1. Commitment Date: **May 1, 2025**

2. Policy to be issued: Proposed Policy Amount

a. 2021 ALTA® Owner's Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Zimmerman Land Co., LTD, an Ohio limited liability company

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Best Homes Title Agency, LLC

Authorized Signatory

Best Homes Title Agency, LLC
Company NameFarmington Hills, MI
City, State

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EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the Township of Amber, County of Mason, State of Michigan:
Commencing at the West 1/4 corner of said Section 17, thence running North 89 degrees 04 minutes East along the East-West 1/4 line for a distance of 1325.60 feet to an intersection with the North and South 1/8 line of said section; thence continuing along said East-West 1/4 line of Section 17 a distance of 250 feet to a point of beginning; thence South 6 degrees 52 minutes East parallel to the said North and South 1/8 line for a distance of 350 feet; thence North 89 degrees 04 minutes East a distance of 170.00 feet; thence North 6 degrees 52 minutes West a distance of 350 feet to a point on the East-West 1/4 line; thence South 89 degrees 04 minutes along said East-West 1/4 line a distance of 170 feet to the point of beginning.

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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.
5. **REQUIREMENT:** 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 added or exceptions taken for matters disclosed therein. In the event the 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.

The Company reserves the right to make additional requirements or add additional items or exceptions after reviewing the requested documentation.

6. **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.

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.

7. Submit to the Company the Operating Agreement, including any amendments thereto, of Zimmerman Land Co., LTD, an Ohio limited liability company, the Certificate issued by the appropriate office in its state of domicile 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.
8. **REQUIREMENT:** Record deed executed by Zimmerman Land Co., LTD, an Ohio limited liability company to the proposed insured purchaser(s).
9. **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.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
8. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
9. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
10. Oil, gas and or mineral interests granted to or reserved by instrument recorded in Liber 150 Page 405, and any subsequent instruments pertinent thereto.
11. Easement for Highway Purposes, disclosed by instrument recorded in Liber 32 of Miscellaneous Records Page 540.
12. Terms, covenants and conditions as set forth in Declaration of Restrictive Covenant recorded in Document No. 2010R03853.
13. Terms, covenants, restrictions and conditions as set forth in Covenant Deed recorded in Document No. 2022R02719.

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14. 2024 Winter Taxes in the amount of \$165.62 are PAID
2024 Summer Taxes in the amount of \$1,029.17 are PAID
Property Address: 3755 W US 10
Tax Parcel Number: 53-001-017-038-00
2024 State Equalized Value: \$26,300.00 Taxable Value: \$24,537.00
Principal Residence Exemption: 0% School District: Ludington Area School District
Special Assessments: Unavailable at this time

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