

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-256287**Property Address: **610 Birch Street, Big Rapids, MI 49307**

Revision Number:

SCHEDULE A1. Commitment Date: **May 15, 2025**

2. Policy to be issued: Proposed Policy Amount

a. 2021 ALTA® Homeowner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement
with the vested owner identified as Item 4 below.**

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:

Fremont Development, LLC, subject to the Land Contract Purchasers Interest of Marijo Johnson

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 Name

Farmington Hills, MI

City, State



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EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the City of Big Rapids, County of Mecosta, State of Michigan

Lots 8, 9 and 10 of Block 58 of the Plat of Ferris Acres, City of Big Rapids, Mecosta County, Michigan, as recorded in Liber 2 of Plats, Page 115, Mecosta County Records and Amended at Liber 229 Deeds, Page 420, Mecosta County Records, being a part of Replat of Blocks 57, 58, 47 and 48 of Original Plat to the City of Big Rapids and a part of Lots 12, 14, 15 and 21 of Warren Estate Farms Subdivision to the City of Big Rapids, Michigan and the North 1/2 of vacated Cedar Streets and vacated Mecosta Avenue adjoining above described lots.

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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:** 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 consistently 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.
7. **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.

8. **REQUIREMENT:** Submit Affidavit of No undisclosed or outstanding mortgage(s).
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. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or exceptions upon receipt of the requested evidence.
9. **REQUIREMENT:** Submit to the Company the Operating Agreement, including any amendments thereto, of Fremont Development, L.L.C..

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NOTE: The above must be submitted to the Company for review before closing.

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

10. REQUIREMENT: Record deed executed by Fremont Development, L.L.C., also known as Fremont Development, LLC, a Michigan limited liability company to Marijo Johnson in satisfaction of the following.

If the actual Land Contract is not recorded, and evidenced of record by a Memorandum, a fully executed copy thereof must be submitted for our records.

Interest of Marijo Johnson, vendee(s), from Fremont Development, LLC, a Michigan limited liability company, vendor(s), and the Terms, Covenants, Conditions and Provisions of said Land Contract, as disclosed by Memorandum of Land Contract dated October 8, 2024, recorded October 14, 2024 in Liber 931 Page 3379.

11. REQUIREMENT: Record deed executed by Marijo Johnson to the proposed insured purchaser(s).

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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. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in Liber 238 Page 195.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

9. Terms, covenants and conditions as set forth in Boundary Agreement recorded in Liber 456 Page 484.
10. Easements lying within that portion of the land which is part of vacated Cedar Street Mecosta Ave.
11. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
12. 2024 Winter Taxes in the amount of \$1,586.51 are PAID (Includes \$140.73 for Ives Drain).
2024 Summer Taxes in the amount of \$12,357.72 are PAID.
Property Address: 610 Birch Street, Big Rapids, MI 49307
Tax Parcel Number: 17-14-182-005

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2024 State Equalized Value: \$261,800.00 Taxable Value: \$246,750.00
Principal Residence Exemption: 0% School District: Big Rapids
Special Assessments: NONE

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