

BIDDER'S PACKET

Charlotte Behrenwald Estate

Montcalm County, MI

Thursday, May 17, 2018

6:00 PM



**Auction to be held at Christ The King Church fellowship hall:
9596 Reed Road
Howard, MI 49329**

F: 1-616-583-5230

MIEDEMA AUCTIONEERING, INC.
601 GORDON INDUSTRIAL COURT
BYRON CENTER, MI 49315

P: 1-800-LAST BID
WWW.1800LASTBID.COM

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NOTICE TO ALL BIDDERS

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Michigan and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

NEW DATA:

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

PROCEDURE FOR PURCHASING AT AUCTION

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

REGISTRATION:

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

BIDDING:

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The auction staff will chart the progress of the auction on the auction boards for the entire crowd to see. Bids in the winning position will be indicated by a red asterisk or star on the auction boards. It is important for you to pay attention to the auction boards, since the boards show the current standings of all bidders involved in the auction.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

CONCLUSION:

When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder(s) will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your record.

HOW THE AUCTION WILL BE CONDUCTED

The auction will be conducted in such a way that will allow bidding on individual parcels and bidding on any combination of parcels throughout the Auction. The bids and buyer's numbers will be written on the boards for everybody's viewing. We will start out by offering the parcels individually. Then we will allow combination bids. This is a very fair way to allow buyers the opportunity to buy as they desire.

The winning bids will most likely change throughout the Auction as different combination bids are taken. The bids that are currently in the winning position will be noted with a red asterisk next to the buyer number. No parcel of Real Estate is sold until the entire Auction is over and the Auctioneer announces the Auction is complete.

It is important to know that if you have placed a bid, do not leave the Auction until the bidding is closed, because there are times when a person's bid was not part of the winning combination for a while and then when a new bidder puts in a new combination, that first person's bid was not part of the winning bid. You may be brought back into a winning position because of the bidding of others. Please stay until the Auction is completed.

Near conclusion of the Auction, when bidding has slowed, we will give a time limit for a bid. If we do not receive a bid, the Auction will end. If we do receive a bid, we start a new time limit to allow the bidders who were knocked out at the last minute the opportunity to bid again.

We have plenty of bid assistants to help you during bidding. If you have any questions about what you would need to bid in order to be in the winning position, or if you have any other questions, please ask any of the MIEDEMA AUCTIONEERING, INC. TEAM.

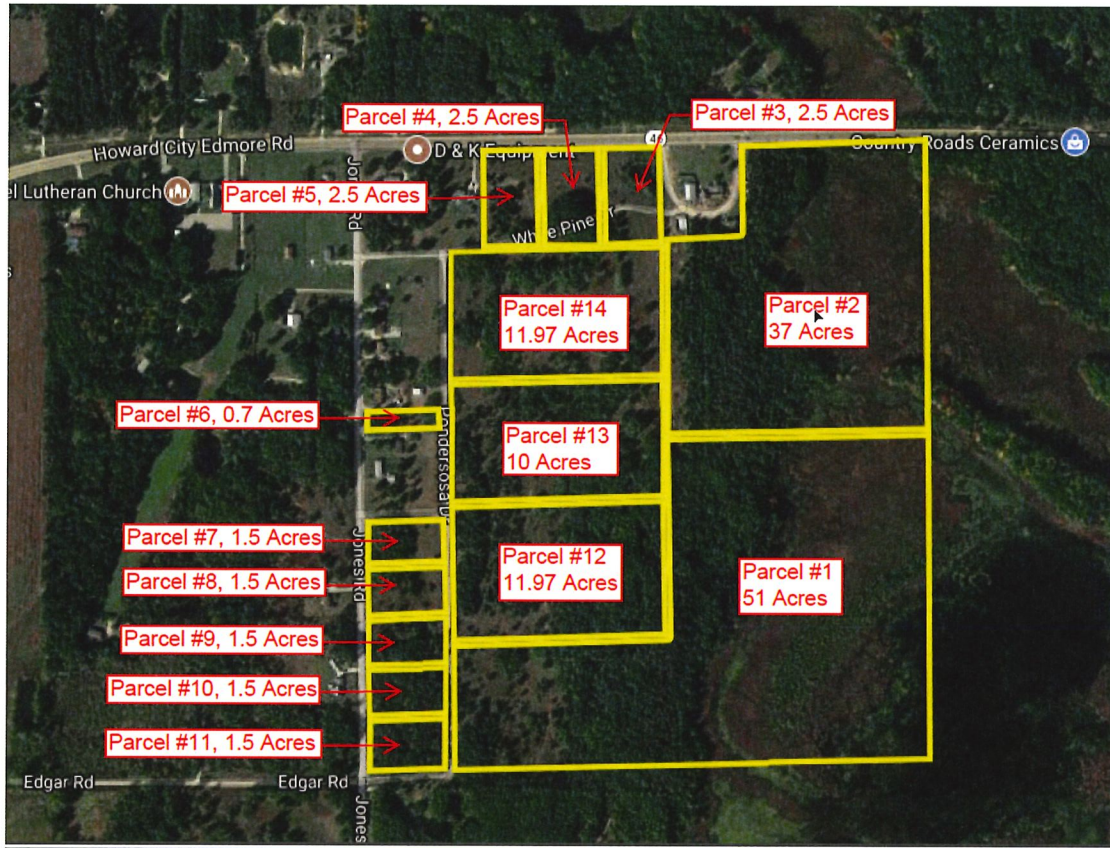
Thank you for your consideration.

Miedema Auctioneering, Inc.

Charlotte Behrenwald Estate
Auction Announcements

1. There is no buyer's premium added to the high bid.
2. Property is available for your inspection anytime at your convenience.
3. Auction will be held in the fellowship hall at Christ The King Church. 9596 Reed Road, Howard City, MI 49329.
4. Survey costs will be the cost of the buyer, payable at closing, as follows:
 1. Parcel 1 & 2 - \$450 each
 2. Parcel 3 - 5 - \$200 each
 3. Parcel 6 - 11 - \$100 each
 4. Parcel 12 - 14 - \$300 each
 5. Parcel 15 - \$650.00
5. There are deed restrictions on the parcels in Pineview Estates (parcels 6-11, and 150 feet on the west end of parcels 1 and 12-14). Any lots in Pineview Estates must have underground electric and natural gas. Natural gas is near Lot 11 of Pineview Estates & electric is near lot 15 of Pineview Estates. A copy of all the restrictions are included in this bid packet.
6. Parcel 15 has encroachments and the buyer will need to accept the real estate with these encroachments as per GPS survey dated 3/27/18.
7. The seller will pay the summer tax bill that is due in September without proration. Buyer will pay next winter's tax bill.
8. Future land division rights will be posted on our website once we get the information from the township. We also will announce this at the auction.

Property Information



Location: Parcels 1-14, which are the 138 acres of contiguous land, are located on the Southeast corner of M-46 (Howard City/Edmore Rd) and Jones Rd. Parcel 15, the commercial vacant lot in Lakeview, is located next to the bowling alley in Lakeview. Look for auction signs.

Parcels #1 & 2: Large acreage parcels with excellent duck hunting or other hunting uses. Also, prime building parcels with lots of land for your country estate. Parcel 1 is approx. 51 acres with frontage on public road Ponderosa Dr. Parcel 2 is approx. 37 acres with frontage on M-46/Howard City/Edmore Rd.

Parcels #3-5: Potential commercial building sites. Great location with frontage on M-46. Each are approx. 2.5 acres. Buy 1, 2 or all 3, depending on the commercial parcel size you desire.

Parcels #6-11: Residential building sites with frontage on Jones Rd. Parcels 7-11 are large 1.5 acre lots. Parcel 6 is .7 acres. Buy 1 or combine parcels for a larger building site. Part of Pine View Estates.

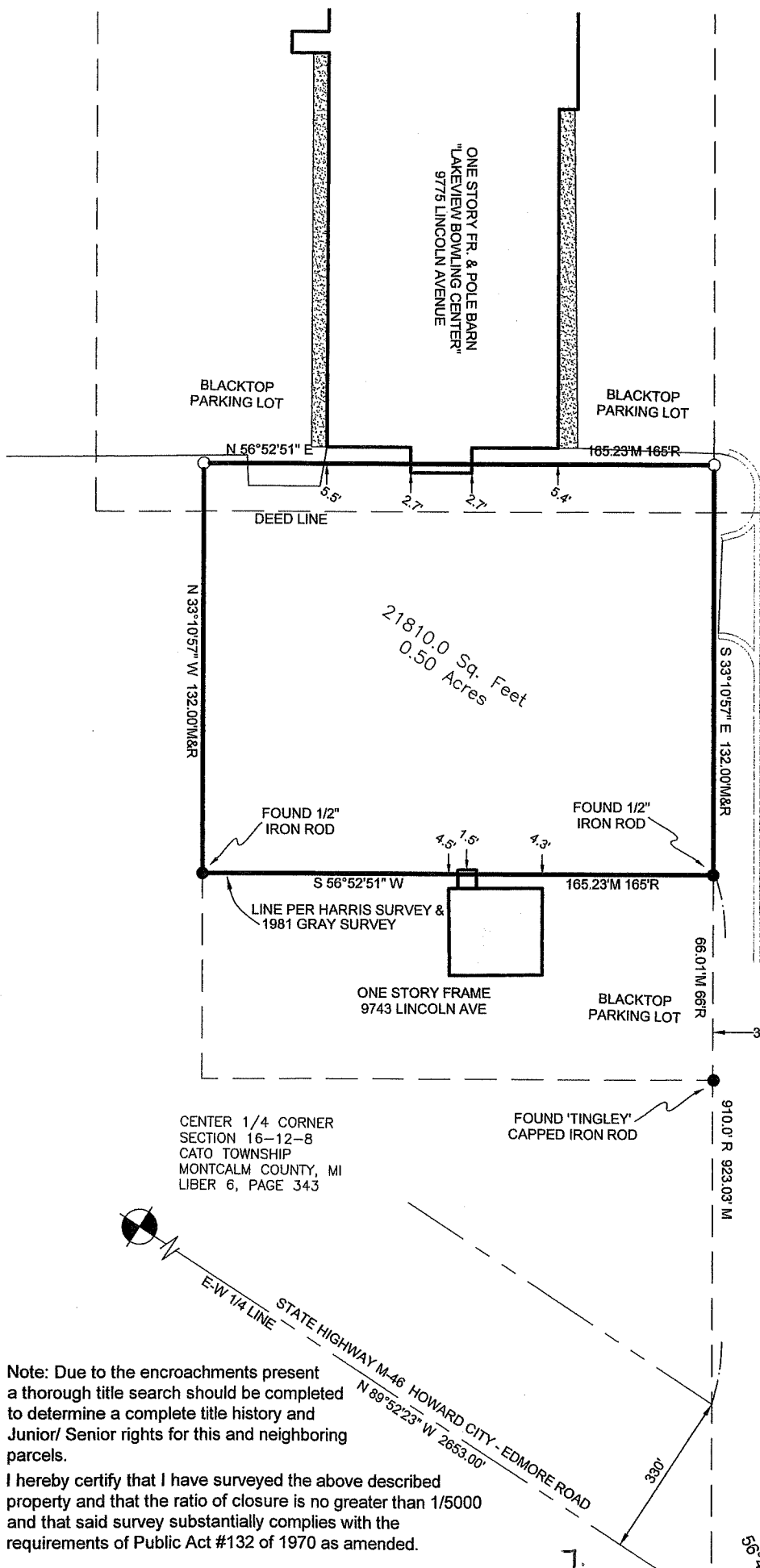
Parcels #12-14: Beautiful larger acreage building sites, two of which are nearly 12 acres and one parcel is 10 acres. Frontage on public drive named Ponderosa.

****Note:** For parcels 1-14, natural gas is at Jones Rd. by Lot 11 of Pine View Estates and electric is at lot 15 of Pine View Estates.

Parcel #15: Located in Lakeview. Potential commercial building site. 132' frontage x 165'. Located on N. Greenville Rd. in Lakeview, next to the bowling alley.

Parcel #042-716-046-00

CERTIFICATE OF SURVEY



LINE 1455.86' NORTH ALONG
CENTERLINE FROM E 1/4 CORNER

LINCOLN AVENUE
66 WIDE - PUBLIC

DESCRIPTION FURNISHED:

Part of the Southeast 1/4 of the Northeast 1/4 described as beginning at a point on West line of Lakeview Road measured due North of the East and West 1/4 line of Section 16, 330 feet; thence North 33°18' West along West line of Road to point of beginning; thence 56°42' West 165 feet; thence North 33°18' West 132 feet; thence North 56°42' East 165 feet to West line of road; thence South 33°18' East along road 132 feet to point of beginning, Section 16, Town 12 North, Range 8 West, Village of Lakeview, Montcalm County, Michigan.

CENTER 1/4 CORNER
SECTION 16-12-8
CATO TOWNSHIP
MONTCALM COUNTY, MI
LIBER 6, PAGE 343

FOUND 'TINGLEY'
CAPPED IRON ROD

EAST 1/4 CORNER
SECTION 16-12-8
CATO TOWNSHIP
MONTCALM COUNTY, MI
LIBER 5, PAGE 236
Corner falls 2.5' East of
extended centerline of
Lakeview Avenue.

LEGEND

FOUND IRON STAKE

Note: Due to the encroachments present a thorough title search should be completed to determine a complete title history and Junior/ Senior rights for this and neighboring parcels.

I hereby certify that I have surveyed the above described property and that the ratio of closure is no greater than 1/5000 and that said survey substantially complies with the requirements of Public Act #132 of 1970 as amended.

2018-16 Final Legals.txt

Legal Description Parcel 1: Lots 56 through 60, inclusive and Outlot C, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan as recorded in Liber 11, Pages 21 and 22, Montcalm County Records and also that part of the Southeast 1/4 of said Section 13 described as: Beginning at a point on the South line of said Section 13 N89°02'49"E, 399.0 feet (measured as 398.73 feet) along said South line, said point also being the Southwest corner of Outlot C of said Pineview Estates; thence continuing along said South line N89°02'49"E, 2167.08 feet to the Southeast corner of said Section 13; thence N00°35'04"E, 1325.62 feet along the East line of said Section 13 to the North line of the South 1/2 of said Southeast 1/4; thence S89°20'21"W, 1293.03 feet to the West line of the East 1/2 of said Southeast 1/4; thence S00°08'32"W, 756.17 feet along said West line; thence S89°04'10"W, 880.01 feet to the Northwest corner of Lot 56 of said Pineview Estates; thence S00°17'59"E, 576.0 feet (measured as 576.09 feet) along the West line of Ponderosa Drive, a 66 foot wide public roadway, to the Point of Beginning. Said Lot contains 51.00 acres of land, more or less, and is also subject to restrictions, easements and rights of way of record.

Legal Description Parcel 2: The North 1/2 of the East 1/2 of the Southeast 1/4 of Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, except that part described as: Commencing at the East 1/4 corner of said Section 13; thence West 983.30 feet along the East and West 1/4 line, also being the centerline of State Highway M-46; thence South 50 feet to the South line of said highway and the Point of Beginning; thence South 360 feet; thence West 320 feet (measured as 320.13 feet) to the West line of the East 1/2 of said Southeast 1/4; thence North 360 feet to said South line of M-46; thence East along said South highway line to the Point of Beginning. Said parcel contains 36.94 acres of land, more or less, and is subject to the rights of the public in State Highway M-46 and is also subject to restrictions, easements and rights of way of record.

Legal Description Parcel 3: That part of the North 435 feet of the West 1/2 of the Southeast 1/4 of Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, described as: Beginning at the Northeast corner of the West 1/2 of said Southeast 1/4, said point being S89°37'27"W, 1303.19 feet along the East and West 1/4 line, said 1/4 line also being the centerline of State Highway M-46, from the East 1/4 corner of said section; thence S00°08'32"W, 435.00 feet (measured as 434.93 feet) along the East line of said West 1/2 of the Southeast 1/4; thence S89°37'21"W, 251.45 feet along the South line of the North 435 feet of said Southeast 1/4; thence 00°09'07"E, 435.00 feet (measured as 434.93 feet) to the centerline of said State Highway; thence N89°37'27"E, 251.38 feet along said centerline to the Point of Beginning. Said parcel contains 2.51 acres of land and is subject to the rights of the public in State Highway M-46 over the North 50 feet thereof and is also subject to restrictions, easements and rights of way of record.

Legal Description Parcel 4: That part of the North 435 feet of the West 1/2 of the Southeast 1/4 of Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, described as: Beginning at a point on the centerline of State Highway M-46 being S89°37'27"W, 1554.57 feet along the East and West 1/4 line from the East 1/4 corner of said section; thence S00°09'07"W, 435.00 feet (measured

2018-16 Final Legals.txt

as 434.93 feet); thence S89°37'21"W, 249.66 feet along the South line of the North 435 feet of said Southeast 1/4; thence N00°04'19"W, 435.00 feet (measured as 434.93 feet) to the centerline of said State Highway; thence N89°37'27"E, 251.36 feet along said centerline to the Point of Beginning. Said parcel contains 2.50 acres of land and is subject to the rights of the public in State Highway M-46 over the North 50 feet thereof and is also subject to restrictions, easements and rights of way of record.

Legal Description Parcel 5: That part of the North 435 feet of the West 1/2 of the Southeast 1/4 of Section 13 , Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, described as: Beginning at a point on the centerline of State Highway M-46 being S89°37'27"W, 1805.93 feet along the East and West 1/4 line from the East 1/4 corner of said section; thence S00°04'19"E, 435.00 feet (measured as 434.93 feet); thence S89°37'21"W, 249.66 feet along the South line of the North 435 feet of said Southeast 1/4; thence N00°17'45"W, 435.00 feet (measured as 434.93 feet) to the centerline of said State Highway; thence N89°37'27"E, 251.36 feet along said centerline to the Point of Beginning. Said parcel contains 2.50 acres of land and is subject to the rights of the public in State Highway M-46 over the North 50 feet thereof and is also subject to restrictions, easements and rights of way of record.

Legal Description Parcel 6: Lots 7 and 27, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 7: Lots 11, 12, 31 and 32, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 8: Lots 13, 14, 33 and 34, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 9: Lots 15, 16, 35 and 36, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 10: Lots 17, 18, 37 and 38, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 11: Lots 19, 20, 39 and 40, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan according to the plat as recorded in Liber 11, Pages 21 and 22, Montclam County Records.

Legal Description Parcel 12: Lots 51 through 55, inclusive and Outlot B, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan as recorded in Liber 11, Pages 21 and 22, Montclam County Records

and also that part of the Southeast 1/4 of said Section 13 described as: Beginning at a point on the East line of the West 1/2 said Southeast 1/4 being S89°37'27"W, 1303.19 feet along the East and West 1/4 line and S00°08'32"W, 1512.26 feet along said East line from the East 1/4 corner of said Section 13; thence S00°08'32"W, 575.83 feet along said East line; thence S89°04'10"W, 888.61 feet to the Southwest corner of Lot 55 of said Pineview Estates; thence N00°17'59"W, 576.00 feet (measured as 576.05 feet) along the East right of way line of Ponderosa Drive, a 66 foot wide public roadway, to the Northwest corner of Outlot B of said Pineview Estates; thence N89°05'15"E, 893.04 feet to the Point of Beginning. Said Lot contains 11.78 acres of land and is subject to restrictions, easements and rights of way of record.

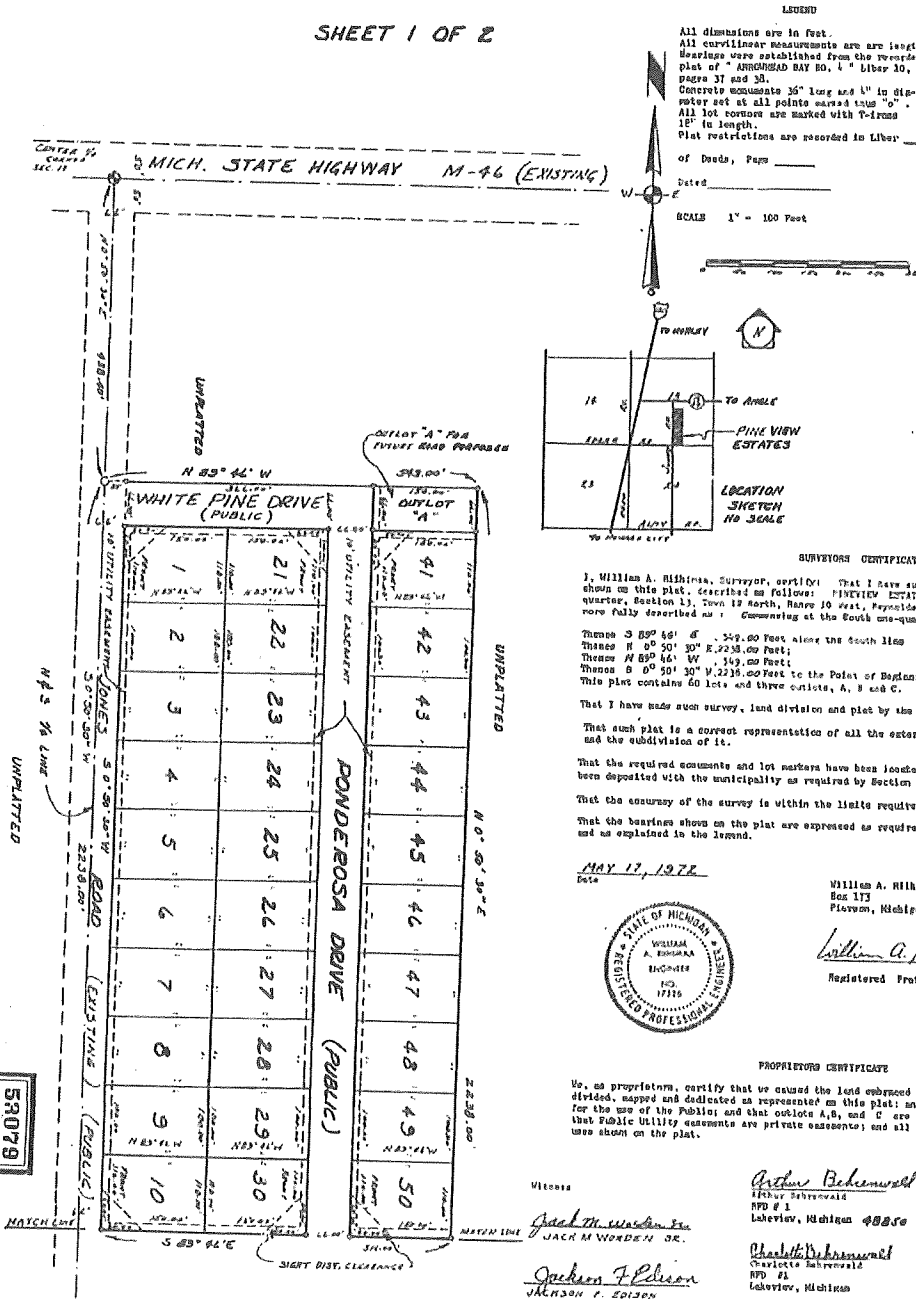
Legal Description Parcel 13: Lots 46 through 50 inclusive, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan as recorded in Liber 11, Pages 21 and 22, Montcalm County Records and also that part of the Southeast 1/4 of said Section 13 described as: Beginning at a point on the East line of the West 1/2 said Southeast 1/4 being S89°37'27"W, 1303.19 feet along the East and West 1/4 line and S00°08'32"W, 1002.06 feet along said East line from the East 1/4 corner of said Section 13; thence S00°22'41"W, 510.20 feet along said East line; thence S89°05'15"W, 893.04 feet to the Southwest corner of Lot 50 of said Pineview Estates; thence N00°17'59"W, 510.00 feet (measured as 509.96 feet) along the East right of way line of Ponderosa Drive, a 66 foot wide public roadway, to the Northwest corner of Lot 46 of said Pineview Estates; thence N89°04'32"E, 896.98 feet to the Point of Beginning. Said Lot contains 10.48 acres of land and is subject to restrictions, easements and rights of way of record.

Legal Description Parcel 14: Lots 41 through 45, inclusive and Outlot A, Pineview Estates, Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan as recorded in Liber 11, Pages 21 and 22, Montcalm County Records and also that part of the Southeast 1/4 of said Section 13 described as: Beginning at a point on the East line of the West 1/2 said Southeast 1/4 being S89°37'27"W, 1303.19 feet along the East and West 1/4 line and S00°08'32"W, 435.00 feet (measured as 434.93 feet) along said East line from the East 1/4 corner of said Section 13; thence S00°08'32"W, 567.13 feet along said East line; thence S89°04'32"W, 896.98 feet to the Southwest corner of Lot 45 of said Pineview Estates; thence N00°17'59"W, 576.00 feet (measured as 575.67 feet) along the East right of way line of Ponderosa Drive, a 66 foot wide public roadway, to the Northwest corner of Outlot A of said Pineview Estates; thence N89°37'21"E, 901.30 feet to the Point of Beginning. Said Lot contains 11.79 acres of land and is subject to restrictions, easements and rights of way of record.

PINEVIEW ESTATES

PART OF THE SE 1/4, SECTION 13, T12 N,
R 10 W, REYNOLDS TOWNSHIP, MONTCALM
COUNTY, MICHIGAN

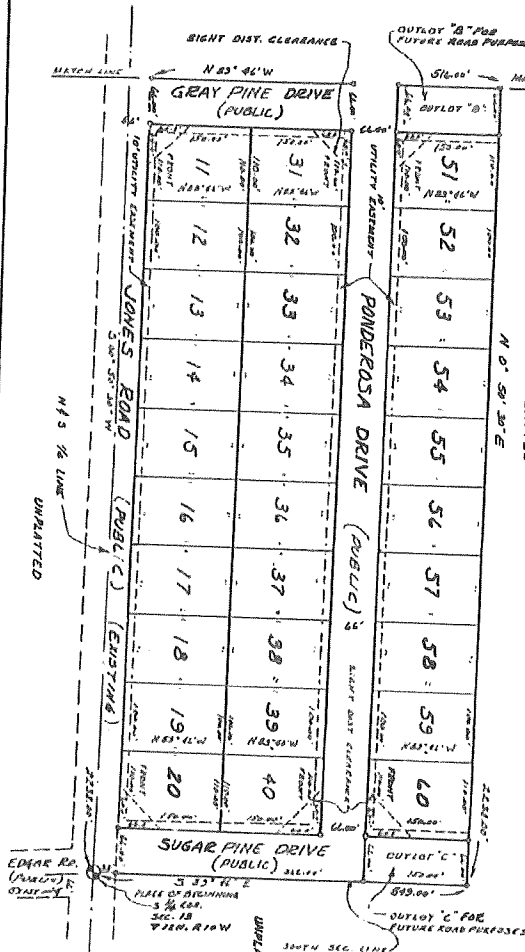
SHEET 1 OF 2



PINEVIEW ESTATES

PART OF THE SE 1/4, SECTION 13, T12N,
R 10 W, REYNOLDS TOWNSHIP, MONTCALM
COUNTY, MICHIGAN

SHEET 2 OF 2



All dimensions are in feet.
All curvilinear measurements are in length.
Bearings were established from the recorded
plat of "SUGAR PINE DRIVE" No. 1, LIBER 10,
pages 37 and 38.
Concrete monuments 36" long and 4" diameter
set at all points marked thus "o".
All lot corners are marked with 7" iron
10" in length.
Plat restrictions are recorded in LIBER
of Deeds, Page _____
Dated _____

Scale 1" = 100 Feet

ACKNOWLEDGMENT

State of Michigan)
County of Montcalm) ss

Personally seen before me this 12th day of
MAY 1972, Arthur Bohrenwald and
Charlotte Bohrenwald, his wife, and Johannes
D. Krebs and Margaret M. Krebs, his wife to
me known to be the persons who executed the
foregoing instrument and acknowledged that
they executed the same as their free act and
deed.

Jackson F. Edison
JACKSON F. EDISON
Notary Public,
Montcalm County, Michigan
My Commission Expires
MARCH 14, 1976

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by
the Township Board of the Township of
Reynolds at a Meeting held MAY 2, 1972,
and was reviewed and found to be in
compliance with ACT 205, P.A. 1967. Approved
by the Mid-Michigan District Health Depart-
ment February 7, 1972.

Margaret B. Hill
MAY 12/1972
Township Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved
by the Montcalm County Plat Board MAY 24,
1972, as being in compliance with
all of the provisions of ACT 205, P.A. 1967
and the plat board applicable rules and
regulations.

Harold B. Taylor
Harold B. Taylor, Chairman

John A. Parker
John A. Parker, Secretary

Barbara J. Lund
Barbara J. Lund

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes
or special assessments for the five years
preceding MAY 22, 1972, in relation
to the lands included in this plat.

Barbara J. Lund
Barbara J. Lund
County Treasurer
Montcalm County

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on MAY 22, 1972 as com-
plying with Section 102 of ACT 205, P.A. 1967
and applicable rules and regulations pub-
lished by my office in the County of Montcalm.

George M. Stevenson
George M. Stevenson
County Drain Commissioner

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on MAY 22, 1972 as com-
plying with Section 103 of ACT 205, P.A. 1967
and the applicable rules and regulations of
the Board of Road Commissioners of Montcalm
County.

Carl Johnson
Carl Johnson, Chairman

Charles Draper
Charles Draper

William H. Brown
William H. Brown

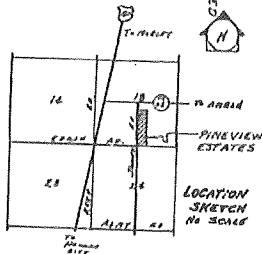
STATE OF MICHIGAN)
COUNTY OF MONTCALM) ss

This plat of PINEVIEW ESTATES, was recorded
this 29th day of AUGUST, 1972
at 2:47 PM, in Book 18
to LIBER 11, Page 21-22.

Harold B. Taylor
Harold B. Taylor
Treasurer of Deeds

Certified true copy of recorded
plat.

William H. Brown
WILLIAM H. BROWN
CLERK OF DEEDS
MONTCALM COUNTY, MICHIGAN
MAY 12, 1972



53079

1972 AUG 29 PM 2 52

LIBER 466 Page 694

PINEVIEW ESTATES SUBDIVISION

Arthur & Charlotte Behrenwald
LeMoyne D. & Margaret M. Krebs
Proprietors

This declaration of covenants and easements made by Arthur & Charlotte Behrenwald, Lakeview, Michigan and LeMoyne D. & Margaret M. Krebs, Howard City, Michigan, being the owners of all the lands within the plat of Pineview Estates and the proprietors of said plat, a subdivision of the SE 1/4 Section 13, Township 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, the plat of which was recorded in the Office of the Register of Deeds for the County of Montcalm on the 29th day of August 1972, in Liber 11 of plats, Page 21 & 22

RESTRICTIONS

- (1) The restrictions found herein are imposed on the land contained in "PINEVIEW ESTATES" subdivision to provide each property owner with an equitable and mutually beneficial guide to the development of the individuals property and the area as a whole, into an attractive and desirable residential community.
- (2) The above described premises are conveyed subject to the following building and use restrictions which will run with the land and be binding, along with any properly recorded changes, on the parties hereto and all persons claiming under or through them and shall remain in full force and effect for a period of twenty-five years from and after the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument is signed by a 2/3 majority of the then owners of the lots agreeing to abandon them. It is further stipulated that the restrictions contained herein may be changed, at any time, in whole or in part, by a duly recorded written agreement or agreements of the then owners of two-thirds (2/3) or more of the total originally platted lots in said subdivision.
- (3) RESIDENTIAL PROPERTY ONLY: None of the lots in said plat shall be used for other than residential purposes. All residences shall be one-family residences and not more than one residence shall be constructed on each lot; however, should any lot or lots, be subdivided for the purpose of enlarging the size of a lot or lots, not more than residence may be erected on said enlarged lot.
- (4) MINIMUM LIMITATIONS OF DWELLINGS: All buildings shall be of new construction. Any dwelling erected on any lot in this plat shall contain not less than 800 square feet of ground floor area including open porches and garages and no less than 700 square feet excluding porches and garages. Lots shall have a minimum set of 40 feet.
- (5) BUILDING PLANS SUBJECT TO APPROVAL: Each lot owner, before starting construction, shall present his building plans to the plat owners for inspection and written approval. Said building plans shall include the proposed location of the well and septic systems.
- (6) COMPLETION TIME EXTERIOR: The exterior finish of each residence shall be completed within twelve (12) months from the date construction of the residence was started. Prior to completion of a residence, it shall not be used for human habitation.
- (7) LOSS BY FIRE, WINDSTORM OR OTHER CASUALTY: Any dwelling or garage in this plat which may in whole or in part be destroyed by fire, windstorm or any other casualty must be rebuilt, in accordance with these restrictions, within a reasonable time or the damaged remains thereof removed from said lot within a reasonable time and lot restored to a slightly condition.

- (8) SEPTIC SYSTEM - WATER SUPPLY: All dwellings shall be served by a sewage disposal system. During the initial development of the subdivision, private septic tanks and drainfields, constructed in compliance with the regulations of the MID-MICHIGAN DISTRICT HEALTH DEPARTMENT and the applicable MICHIGAN DEPARTMENT OF PUBLIC HEALTH regulations may be installed. All toilet facilities must be located inside a dwelling. The septic tank shall be located between the back of the house and the back lot line. Wells are to be located between the front of the house and the front lot line.

All dwellings shall be served by a potable water supply system. All wells on individual lots shall be drilled by a well driller licensed by the STATE OF MICHIGAN to a depth of not less than 70 feet and a complete well log form for each such potable water well shall be submitted to the MID-MICHIGAN DISTRICT HEALTH DEPARTMENT within sixty days following completion of such well.

After the initial development of sixty lots and before any additional development, it may be necessary to construct a community water supply and sewage disposal system. The construction of such public systems may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all of the original lots. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser shall constitute the agreement by such owner or purchaser, his heirs, executors, administrators and assigns that such owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district and will vote in favor of the creation of such a district in any referendum called for that purpose. Further, each owner will pay such special assessments as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the appropriate state, county, township agencies to connect, at his own expense, his water intake and sewage discharge facilities to such community system within 90 days following completion of said system or systems.

- (9) EARTH REMOVAL: Any gravel, sand or other earth materials removed from any lot within the subdivision shall be placed in an area within the subdivision as designated by the plat owners.
- (10) EASEMENTS: Easements are reserved along and within ten (10) feet of all lot lines adjacent to road-right-of-ways of this plat for the purpose of construction and maintenance of pipes, cables, conduits, wires and fixtures of all public utilities.
- (11) FENCES: No fence, wall or hedge between the front the house and the road shall be higher than four (4) feet. Privacy walls or hedges around patios and swimming pools shall not be constructed without prior review and approval of plans by the plat owners.
- (12) NUISANCES:
- A. There shall not be maintained nor permitted on these premises any poultry, horses, cattle, or other livestock, nor any livestock type of fencing for the enclosing of same, nor any buildings for the housing thereof, nor any noxious, dangerous or offensive thing.
 - B. No refuse pile or unsightly or objectionable object or feature shall be allowed or maintained upon said premises, except as a temporary measure in the act of cleaning or improving existing conditions, and in no case to exceed 60 days.
 - C. No temporary building, trailer, tent, shack or other structure of a similiar nature shall be erected, moved or maintained upon said premises.
 - D. No vehicle, unless currently licensed, shall be stored on any lot unless within a garage. Boats, boat trailers, campers, snowmobiles etc., during seasons of the year when normally not in use, should be stored inside.
 - E. No hunting shall be allowed within the boundaries of the plat.
 - F. Domestic pets such as dogs and cats are permitted. In accordance with state laws, dogs shall not generally be allowed to run loose.
- (13) FUEL STORAGE TANKS: No tank for the storage of fuel oil, bottled gas or any other fuel may be maintained on any lot above ground unless:
- A. Tank is inside a building which is permitted by these restrictions or
 - B. Tank is not more than 4 feet from a building and is completely

hidden from view by an attractive screening type fence and tank is situated at the side or rear of the residence.

Buried tanks shall not be placed in areas reserved for easements.

- (14) COST OF IMPROVEMENTS: The owner of any lot or lots in this plat shall by the acceptance of a conveyance of said lot, subject to these restrictions, agree to share proportionately, based upon street frontage, with all others in the cost of any improvements made in and to this plat in which the majority of the owners of the lots have agreed. For the purpose of voting on any improvements, the owner of record of each lot shall be entitled to one vote per lot.
- (15) ENFORCEMENT: The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the first party or the owner of any land included in said above described premises, their respective legal representatives, heirs, successors or assigns; and failure by first party or any land owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto. Violations of any of the restrictions or conditions or breach of any of the covenants or agreements herein contained shall give first party or any owner of any lot herein conveyed the right to enter upon the property, upon or as to which such violation or breach exists and summarily to abate and remove at the expense of the owners thereof any erection, thing or condition that may be or exists thereon, contrary to the intent and meaning of the provisions hereof; and first party or any owner shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal or liable for damages or costs in any action or suit but shall be entitled to be paid by and may recover from the owner of the land on which such violation or breach was committed, all the cost and expense, including attorney's fees incurred, or expenses in abating such nuisance or enforcing the conditions thereof.
- (16) SEVERABILITY: Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 12TH day of JUNE, 1972

Witness

Jack M. Worden, Jr.
Jack M. Worden, Jr.

Arthur Behrenwald
Arthur Behrenwald

Charlotte Behrenwald
Charlotte Behrenwald

Clarence R. Norwood
Clarence R. Norwood

LeMoyne D. Krebs
LeMoyne D. Krebs

Margaret M. Krebs
Margaret M. Krebs

ACKNOWLEDGEMENT

State of Michigan }
County of Montcalm } SS

Personally came before me this 12TH day of JUNE, 1972
Arthur Behrenwald and Charlotte Behrenwald, his wife and LeMoyne D. Krebs and Margaret M. Krebs, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Prepared by:

William A Riihimaa
Box 173
Pierson, Michigan

Jackson F. Edison
Jackson F. Edison, Notary Public
JACKSON F. EDISON
Notary Public, Montcalm County, Mich.
My Commission expires Mar. 14, 1976



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Micromedea Auctioneering 4-18-18 [Signature]
Licensee Date Licensee Date

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 17th day of May, 2018, by and between (i) The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, and/or Gordon H. Behrenwald a.k.a. Gordon Arthur Behrenwald, and/or Henry L. Behrenwald, and/or Susan Behrenwald, hereinafter called the "Seller", and (ii)

_____ of _____

[please note whether husband and wife, married, single, partnership, corporation, etc],

hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel _____, in the auction by which such Property is being offered, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of _____ Dollars (\$ _____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than June 19, 2018. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency, LLC, dated 2/26/2018, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but

not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. Buyer acknowledges that Parcels 6, 7, 8, 9, 10, 11 are Lots in Pineview Estates and, therefore, are subject to the deed restrictions of record for Pineview Estates. Buyer acknowledges that the West 150 feet of Parcels 1, 12, 13 and 14 adjoin and abut Pineview Estates and, therefore, are subject to the deed restrictions of record for Pineview Estates.
8. Buyer of Parcel 15 acknowledges that there are existing encroachments on Parcel 15 and Buyer of Parcel 15 agrees to accept the Property as is, with the noted encroachments on the GPS Survey dated 3/27/2018.
9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
10. Real property taxes and assessments which are payable on the Property on or before the date hereof shall be paid by the Seller [including the 2018 Summer Taxes], without proration. All such real property taxes and assessments which are due and payable on the Property after the date hereof shall be paid by the Buyer, without proration. In the event that a taxing authority fails to process land divisions affecting this property prior to issuing the next tax bill that is the responsibility of the buyer(s), upon issuance of said tax bill, the title company and/or auction company will prorate the taxes due

between buyer(s) based on auction purchase prices and send notification to buyer(s) regarding the amount of taxes owed, name & address of payee and due date.

11. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.

12. At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is as follows:

Parcel 1 -- \$450.00	Parcel 2 -- \$450.00	Parcel 3 -- \$200.00
Parcel 4 -- \$200.00	Parcel 5 -- \$200.00	Parcel 6 -- \$100.00
Parcel 7 -- \$100.00	Parcel 8 -- \$100.00	Parcel 9 -- \$100.00
Parcel 10 -- \$100.00	Parcel 11 -- \$100.00	Parcel 12 -- \$300.00
Parcel 13 -- \$300.00	Parcel 14 -- \$300.00	Parcel 15 -- \$650.00

13. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and Montcalm County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.

14. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows: _____.

This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.

15. Buyer hereby deposits _____ Dollars (\$_____) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).

[Method of Payment: _____]

16. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.

17. Buyer acknowledges that the auction company is an agent for the Seller.
18. Time is of the essence regarding this Agreement.
19. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated February 26, 2018, between the auction company and Seller.
20. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.
21. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties have signed this agreement as of the date and year first above written.

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

WITNESS _____ Dated _____

TYPE OF CLOSING: _____ CASH; _____ MORTGAGE; _____ OTHER [explain]

LENDER NAME: _____

CONTACT NAME: _____ PHONE: _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED
_____ ALL THE PARCELS ON ONE DEED; _____ EACH PARCEL SEPARATELY
IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**
Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**
Telephone: (616) 885-9027 Facsimile: (616) 885-9033
Commitment Number: **GRC-110822** Revision No. 2
Property Address: **9882 Wilcox Street, Lakeview Mi. 48850**

1. Commitment Date: **05/02/2018** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA Owner's Policy

\$10,000.00

Proposed Insured: Parcel I, A: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Gordon H. Behrenwald and Henry L. Behrenwald, married men, as tenants in common, as to an undivided 1/2 interest

Parcel I, B: Gordon Arthur Behrenwald and Susan Kay Behrenwald, husband and wife

Parcel I, C: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel I, D: Henry L. Behrenwald, a married man

Parcel I, E: Gordon H. Behrenwald and Susan Behrenwald, husband and wife

Parcel I, F: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel II: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel III: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Thomas D. Krebs, a married man, as to an undivided 1/2 interest

Parcel IV: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcels V and VII: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Henry L. Behrenwald, as to an undivided 1/4 interest and Gordon H. Behrenwald, as to an

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-110822**

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

undivided 1/4 interest.

Parcel VI: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

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

Parcel I, A: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Gordon H. Behrenwald and Henry L. Behrenwald, married men, as tenants in common, as to an undivided 1/2 interest

Parcel I, B: Gordon Arthur Behrenwald and Susan Kay Behrenwald, husband and wife

Parcel I, C: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel I, D: Henry L. Behrenwald, a married man

Parcel I, E: Gordon H. Behrenwald and Susan Behrenwald, husband and wife

Parcel I, F: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel II: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcel III: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Thomas D. Krebs, a married man, as to an undivided 1/2 interest

Parcel IV: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

Parcels V and VI: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Henry L. Behrenwald, as to an undivided 1/4 interest and Gordon H. Behrenwald, as to an undivided 1/4 interest.

Parcel VI: The Charlotte Behrenwald Trust No. 1, dated October 5, 2001

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-110822**

ALTA Commitment For Title Insurance 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

By: _____
Authorized Countersignature

PRELIMINARY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-110822**

ALTA Commitment For Title Insurance 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the **Township of Reynolds, County of Montcalm, State of Michigan**

Parcel I:

A: Lots 11, 12, 13, 14, 15, 16, 18, 19, 20, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43, 45, 46, 49, 50, 51, 52, 53, 54, 56, 57, 58, and Outlots A, B and C of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

B: Lot 17 of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

C: Lots 48 and 59 of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

D: Lots 7 and 27 of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

E: Lots 31 and 38 of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

F: Lot 60 of Pineview Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

Parcel II:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 12 North, Range 8 West, Village of Lakeview, Montcalm County, Michigan described as: Beginning at a point on the West line of Lakeview Road measured due North of the East and West 1/4 line of Section 16, 330 feet; thence North 33 degrees 18' West along West line of Road, 910 feet to the point of beginning; thence South 56 degrees 42' West 165 feet; thence North 33 degrees 18' West 132 feet; thence North 56 degrees 42' East 165 feet to the West line of road; thence South 33 degrees 18' East along road 132 feet to point of beginning.

Parcel III:

The East 1/2 of the Southeast 1/4 of Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, Except commencing at the East 1/4 corner of Section 13; thence West 983.30 feet along the East-West 1/4 line, also being the centerline of Highway M-46, thence South 50 feet to the South line of M-46 and the point of beginning; thence South 360 feet; thence West 320 feet; thence North 360 feet to the South line of said highway; thence East along said line to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-110822**



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Parcel IV:

The West 1/2 of the Southeast 1/4 of Section 13, Town 12 North, Range 10 West, Reynolds Township, Montcalm County, Michigan, Except the West 549 feet thereof.

Parcel V:

Lot 55 of Pine View Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

Parcel VI:

Lot 47 of Pine View Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

Parcel VII:

Lot 44 of Pine View Estates, according to the recorded Plat thereof as recorded in Liber 11 of Plats, Page 21, Montcalm County Records.

PRELIMINARY

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File No.: **GRC-110822**

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-110822

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.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **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. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **Current Certificate of Trust Existence and Authority for the The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, which complies with the requirements of MCL 565.432; MSA 26.745(2). NOTE: The current trustees are Successor Trustees, and therefore the Certificate of Trust will need to be executed by the attorney for the Trust.**
 - D. **Current Certificate of Trust Existence and Authority for the Judy K. Flachs Revocable Trust dated January 4, 1996, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
 - E. **Warranty Deed from The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Gordon H. Behrenwald and Henry L. Behrenwald, married men, as tenants in common, as to an undivided 1/2 interest, conveying Parcel I, A.**
 - F. **Warranty Deed from Gordon Arthur Behrenwald and Susan Kay Behrenwald, husband and wife to the proposed purchaser, conveying Parcel I, B.**

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File No.: **GRC-110822**



- G. Warranty Deed from The Charlotte Behrenwald Trust No. 1, dated October 5, 2001 to the proposed purchaser conveying Parcel I, C and I, F and Parcels II and IV and VI.
- H. Warranty Deed from Henry L. Behrenwald, a married man to the proposed purchaser, conveying Parcel I, D.
- I. Warranty Deed from Gordon H. Behrenwald and Susan Behrenwald, husband and wife, conveying Parcel I, E.
- J. Warranty Deed from the Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Thomas D. Krebs, a married man, as to an undivided 1/2 interest to the proposed purchaser conveying Parcel III.
- K. Warranty Deed from The Charlotte Behrenwald Trust No. 1, dated October 5, 2001, as to an undivided 1/2 interest and Henry L. Behrenwald, as to an undivided 1/4 interest and Gordon H. Behrenwald, as to an undivided 1/4 interest., to the proposed purchaser, conveying Parcels V and VII.
- L. 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.

- 5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

PRELIMINARY

TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

Property Address: 9882 Wilcox Street, Lakeview Mi. 48850
Tax Parcel Number: CONTINUED ON NEXT PAGE

PRELIMINARY

Tax Information Sheet

The amounts shown as unpaid do not include collection fees, penalties or interest.

2017 Winter Taxes in the amount of \$88.98 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$24.84 are PAID.

Property Address: Vacant N Jones Rd: Lot 7, Pine View Estates.

Tax Parcel No. 59-017-300-007-00 (Part of Parcel I, D)

2017 State Assessed Value: \$2,800.00 Taxable Value: \$2,364.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$480.80 PAID (2017 Winter Tax amount includes \$10.95 for Indian Creek)

2017 Summer Taxes in the amount of \$148.05 are PAID.

Property Address: Vacant N Jones Rd: Lots 11 - 16, Pine View Estates.

Tax Parcel No. 59-017-300-011-00 (Part of Parcel I, A)

2017 State Assessed Value: \$16,800.00 Taxable Value: \$14,085.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$79.27 PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$21.77 are PAID.

Property Address: Vacant N Jones Rd: Lot 17, Pine View Estates.

Tax Parcel No. 59-017-300-017-00 (Part of Parcel I, B)

2017 State Assessed Value: \$2,800.00 Taxable Value: \$2,073.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$250.51 PAID (2017 Winter Tax amount includes \$10.48 for Indian Creek)

2017 Summer Taxes in the amount of \$75.64 are PAID.

Property Address: Vacant N Jones Rd: Lots 18 - 20, Pine View Estates.

Tax Parcel No. 59-017-300-018-01 (Part of Parcel I, A)

2017 State Assessed Value: \$8,500.00 Taxable Value: \$7,197.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$88.98 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$24.84 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 27, Pine View Estates.

Tax Parcel No. 59-017-300-027-00 (Part of Parcel I, D)

2017 State Assessed Value: \$2,800.00 Taxable Value: \$2,364.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County Special Assessments: None

2017 Winter Taxes in the amount of \$47.49 were PAID (2017 Winter Tax amount includes \$10.17 for Indian Creek)

2017 Summer Taxes in the amount of \$11.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 31, Pine View Estates.

Tax Parcel No. 59-017-300-031-00 (Part of Parcel I, E)

2017 State Assessed Value: \$2,800.00 Taxable Value: \$2,364.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$361.22 were PAID (2017 Winter Tax amount includes \$10.94 for Indian Creek)

2017 Summer Taxes in the amount of \$110.37 are PAID.

Property Address: Vacant Ponderosa Dr.: Lots 32 - 37, Pine View Estates.

Tax Parcel No. 59-017-300-032-00 (Part of Parcel I, A)

2017 State Assessed Value: \$10,500.00 Taxable Value: \$10,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$47.48 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$11.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 38, Pine View Estates.

Tax Parcel No. 59-017-300-038-00 (Part of Parcel I, E)

2017 State Assessed Value: \$1,800.00 Taxable Value: \$1,120.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County Special Assessments: None

2017 Winter Taxes in the amount of \$133.72 were PAID (2017 Winter Tax amount includes \$10.33 for Indian Creek)

2017 Summer Taxes in the amount of \$38.89 are PAID.

Property Address: Vacant Ponderosa Dr.: Lots 39 & 40, Pine View Estates.

Tax Parcel No. 59-017-300-039-01 (Part of Parcel I, A)

2017 State Assessed Value: \$3,700.00 Taxable Value: \$3,700.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$167.24 were PAID (2017 Winter Tax amount includes \$10.48 for Indian Creek)

2017 Summer Taxes in the amount of \$49.39 are PAID.

Property Address: Vacant Ponderosa Dr.: Lots 41, 42 & 43, Pine View Estates.

Tax Parcel No. 59-017-300-041-00 (Part of Parcel I, A)

2017 State Assessed Value: \$4,700.00 Taxable Value: \$4,700.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$77.16 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$21.12 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 45, Pine View Estates.

Tax Parcel No. 59-017-300-045-00 (Part of Parcel I, A)

2017 State Assessed Value: \$2,800.00 Taxable Value: \$2,010.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 46, Pine View Estates.

Tax Parcel No. 59-017-300-046-00 (Part of Parcel I, A)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 48, Pine View Estates.

Tax Parcel No. 59-017-300-048-01 (Part of Parcel I, C)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$117.06 were PAID (2017 Winter Tax amount includes \$10.33 for Indian Creek)

2017 Summer Taxes in the amount of \$33.63 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 49 & 50, Pine View Estates.

Tax Parcel No. 59-017-300-049-01 (Part of Parcel I, A)

2017 State Assessed Value: \$3,200.00 Taxable Value: \$3,200.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$217.45 were PAID (2017 Winter Tax amount includes \$10.64 for Indian Creek)

2017 Summer Taxes in the amount of \$65.17 are PAID.

Property Address: Vacant Ponderosa Dr.: Lots 51 - 54, Pine View Estates.

Tax Parcel No. 59-017-300-051-00 (Part of Parcel I, A)

2017 State Assessed Value: \$6,200.00 Taxable Value: \$6,200.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 56, Pine View Estates.

Tax Parcel No. 59-017-300-056-00 (Part of Parcel I, A)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 57, Pine View Estates.

Tax Parcel No. 59-017-300-057-00 (Part of Parcel I, A)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 58, Pine View Estates.

Tax Parcel No. 59-017-300-058-00 (Part of Parcel I, A)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 59, Pine View Estates.

Tax Parcel No. 59-017-300-059-00 (Part of Parcel I, C)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$47.49 were PAID (2017 Winter Tax amount includes \$10.17 for Indian Creek)

2017 Summer Taxes in the amount of \$11.76 are PAID.

Property Address: Vacant Ponderosa Dr.: Lot 60, Pine View Estates.

Tax Parcel No. 59-017-300-060-00 (Part of Parcel I, E)

2017 State Assessed Value: \$1,700.00 Taxable Value: \$1,120.00

Principal Residence Exemption: - 0% - - - - -

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$43.43 were PAID (2017 Winter Tax amount includes \$10.10 for Indian Creek)

2017 Summer Taxes in the amount of \$10.50 are PAID.

Property Address: Vacant Ponderosa Dr.: Outlot A, Pine View Estates.

Tax Parcel No. 59-017-300-061-01 (Part of Parcel I, A)

2017 State Assessed Value: \$1,000.00 Taxable Value: \$1,000.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$43.43 were PAID (2017 Winter Tax amount includes \$10.10 for Indian Creek)

2017 Summer Taxes in the amount of \$10.50 are PAID.

Property Address: Vacant Ponderosa Dr.: Outlot B, Pine View Estates.

Tax Parcel No. 59-017-300-061-02 (Parcel I, A)

2017 State Assessed Value: \$1,000.00 Taxable Value: \$1,000.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$43.43 were PAID (2017 Winter Tax amount includes \$10.10 for Indian Creek)

2017 Summer Taxes in the amount of \$10.50 are PAID.

Property Address: Vacant Ponderosa Dr.: Outlot C, Pine View Estates.

Tax Parcel No. 59-017-300-061-03 (Parcel I, A)

2017 State Assessed Value: \$1,000.00 Taxable Value: \$1,000.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$1,367.36 were PAID (2017 Winter Tax amount includes \$30.37 for Indian Creek)

2017 Summer Taxes in the amount of \$421.27 are PAID.

Property Address: Vacant HC-Edmore Rd: Western Parcel - Section 13.

Tax Parcel No. 59-017-013-016-40 (Parcel IV)

2017 State Assessed Value: \$45,800.00 Taxable Value: \$40,075.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$1,142.48 were PAID (2017 Winter Tax amount includes \$35.07 for Indian Creek)

2017 Summer Taxes in the amount of \$348.93 are PAID.

Property Address: Vacant HC-Edmore Rd: Eastern Parcel - Section 13.

Tax Parcel No. 59-017-013-016-30 (Parcel III)

2017 State Assessed Value: \$39,100.00 Taxable Value: \$32,898.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$190.65 were PAID.

2017 Winter Tax amount includes \$10.92 for Vandewater 2017 and \$50.40 for Tamarack Lake

2017 Summer Taxes in the amount of \$374.33 are PAID. 2017

Village Taxes in the amount of \$161.69 are PAID.

Property Address: Vacant N Greenville Rd: Section 16.

Tax Parcel No. 59-042-716-046-00 (Parcel II)

2017 State Assessed Value: \$24,400.00 Taxable Value: \$10,679.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Lot 55, Pine View Estates.

Tax Parcel No. 59-017-300-055-00 (Parcel V)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$61.69 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Lot 47, Pine View Estates.

Tax Parcel No. 59-017-300-047-00 (Parcel VI)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

2017 Winter Taxes in the amount of \$60.17 were PAID (2017 Winter Tax amount includes \$10.16 for Indian Creek)

2017 Summer Taxes in the amount of \$15.76 are PAID.

Property Address: Lot 44, Pine View Estates.

Tax Parcel No. 59-017-300-055-00 (Parcel VII)

2017 State Assessed Value: \$1,500.00 Taxable Value: \$1,500.00

Principal Residence Exemption: 0%

School District: 59080 – Tri-County

Special Assessments: None

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-110822

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 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. Taxes and assessments not due and payable at Commitment Date.
7. 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.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Building and use restrictions and other terms, covenants, conditions, agreements, obligations and easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 466, Page 694, as to Parcel I.
10. Easements, including 10 foot utility easements, as disclosed by the subdivision plat, as to Parcel I.

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File No.: **GRC-110822**

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

11. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

PRELIMINARY

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File No.: **GRC-110822**

ALTA Commitment For Title Insurance 8-1-16

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