**Proposed Policy Amount** 



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition

5.e.:

Issuing Agent: Saginaw Bay Area Title Agency Issuing Office: Saginaw Bay Area Title Agency 1045768

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 24-435105

Property Address: 3304 Circle Dr, Saginaw, MI 48601

Revision Number:

## **SCHEDULE A**

1. Commitment Date: October 28, 2024 at 8:00AM

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy - Basic

**Proposed Insured:** To Be Determined

The estate or interest to be insured: FEE SIMPLE

b. 2021 ALTA® Loan Policy - Basic

Proposed Insured:

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

**FEE SIMPLE** 

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

Mr. H Properties LLC, a Michigan limited liability company

5. The Land is described as follows:

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

SAGINAW BAY AREA TITLE AGENCY

**Authorized Signatory** 



Saginaw Bay Area Title Agency A Title Insurance Agency

3480 North Center Road, Saginaw MI 48603 ph: 989-249-0232 | fax: 989-249-0288 . dedicated@saginawbaytitle.com www.saginawbaytitle.com





## **EXHIBIT "A" LEGAL DESCRIPTION**

Land situated in Bridgeport Township, Saginaw County, Michigan to-wit:

Lot 251, SOUTHFIELD VILLAGE SUBDIVISION THREE, according to the plat thereof recorded in Plat Liber 16, page 35, Saginaw County Records.





## **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.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, 4. must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. NOTE: Provide evidence of the purchase price or the amount of any mortgage to be insured and identify any proposed insured. Once a proposed insured has been identified, additional requirements and exceptions may be made.
  - B. Submit to the company a current statement from the treasurer of homeowners association that all assessments are paid in full.
  - C. Record Warranty Deed from Mr. H Properties LLC to the party to be insured.
  - D. Note: A search of the Saginaw County land records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If there are any existing open mortgages, disclosed by the seller/borrower, please contact this office immediately, so that the commitment can be revised accordingly.
  - E. Payment of the following taxes and assessments, if shown unpaid:

Tax ID #09-11-5-08-3453-000

Taxes EXEMPT through 2024, inclusive.

2024 Summer Base Tax -0-

2023 Winter Base Tax was \$603.50 (assessments only)

**SEV \$0** 

Taxable \$0

Homestead 0%

School District: Bridgeport-Spaulding

Special Assessments: Southfield Village assessment - balance not available for examination

- Pay unpaid taxes and assessments unless shown as paid. 5.
- 6. Owner's Affidavit, in the form furnished by the Company, must be completed and executed by all Sellers or Borrowers to the transaction. The Company reserves the right to raise any additional requirements and/or exceptions as deemed necessary based upon the information provided.





- 7. If the closing is not conducted by the Company, the final policy will contain an exception for any defects, liens, encumbrances, adverse claims, or other matters appearing in the public records after the date of this commitment and any loss or damage as a result of the failure to timely record the insured mortgage.
- 8. If the improvement located on the subject land is a mobile/manufactured home or if there has been new construction within the last 90 days, notify the Company and this Commitment may be revised and made subject to such further requirements and exceptions as deemed necessary.
- In the event that the Commitment Jacket (including but not limited to the Commitment to Issue Policy and the Commitment Conditions), Company Privacy Policy, or Underwriter Privacy Policy are not attached hereto, all of the terms, provisions, and conditions contained in said Jacket and Privacy Policies are incorporated herein. These items are available for inspection online at <a href="https://www.michigantitleagencies.com/jackets">https://www.michigantitleagencies.com/jackets</a> or at any Company office.

NOTICE: Please be advised that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture, or sale of marijuana, the Company cannot close or insure any transaction involving Land that is associated with those activities.





## **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. 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 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 by making inquiry of persons in possession of the Land.
- **3.** Easements, or claims of easements, not shown by the public records.
- **4.** Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
- 5. Restrictions or restrictive Covenants affecting the property described in Schedule A and not appearing in the chain of title to the land.
- **6.** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 7. Taxes and assessments not due and payable at Commitment Date.
- **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, changes in the land or usage or loss of any homestead exemption status for the insured premises.
- Any and all oil, gas, mineral, exploration and extraction rights, and/or reservations thereof which may or may not be recorded.
- **10.** Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
- **11.** Right of way to Consumers Power Company recorded in Liber 1264, page 545.
- **12.** Building and use restrictions, covenants, conditions, easements, reservations, resolutions, by-laws, agreements, assessments, maintenance charges and any amendments thereto, which may be applicable





to subject land, and as recorded in Liber 1231, Page 673, amended/modifed in Liber 1497, page 310 and Liber 2205, page 1600.

**13.** Any annual dues or assessments levied by the Homeowners Association.

