

Cover page for:

Preliminary Title Insurance Schedules

Preliminary title insurance schedules prepared by:

Hassett Title Company, Inc.

(File Number: 202157224)

Auction Tract 11

(Monroe County, Michigan)

For February 25, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Gary Heath, Linda Heath and/or LG Real Estate LLC

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Hassett Title Company, Inc.
Issuing Office: 33 E. Front Street, Monroe, MI 48161
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 202157224
Issuing Office File Number: 202157224
Property Address: Dundee, MI 48131
Revision Number: 1

1. Commitment Date: January 21, 2021 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard

Proposed Insured:

(b) 2006 ALTA Loan Policy Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

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

LG Real Estate, LLC

5. The Land is described as follows:

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

Old Republic National Title Insurance Company

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File No. 202157224

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

**EXHIBIT "A"
LEGAL DESCRIPTION**

Land Situated in the Township of Dundee, Monroe County, Michigan, described as:

A parcel of land being part of the Southwest quarter of Section 6, Town 6 South, Range 7 East and part of the Southeast quarter of Section 1, Town 6 South, Range 6 East, and being more particularly described as follows: Commencing at a found capped pipe marking the Southwest corner of Section 6, (Town 6 South, Range 7 East); thence North 89 degrees 18 minutes 07 seconds East, on the South line of the Southwest quarter of Section 6 a distance of 152.03 feet to a point on the Westerly line of the Ann Arbor Railroad and being the True Point of Beginning of the parcel herein described; thence North 07 degrees 39 minutes 28 seconds West on the Westerly line of the Ann Arbor Railroad, a distance of 517.04 feet; thence North 89 degrees 54 minutes 26 seconds West and passing a found pin in concrete on the East line of Dundee-Azalia Road, a total distance of 541.76 feet to a point on the centerline of Dundee-Azalia Road; thence North 01 degrees 20 minutes 43 seconds West on the centerline of Dundee-Azalia Road, a distance of 1202.18 feet to a point on the centerline of The Macon River; thence North 82 degrees 47 minutes 03 seconds East on the approximate centerline of the Macon River, a distance of 446.97 feet to a point; thence South 64 degrees 29 minutes 07 seconds East, on the approximate centerline of the Macon River, a distance of 714.55 feet to a point; thence South 01 degrees 16 minutes 06 seconds West, a distance of 572.48 feet to a typical capped iron pin set; thence South 01 degrees 01 minutes 05 seconds East and passing a typical capped iron pin set on the North line of Radka Road (66 feet wide), a total distance of 885.80 feet to a point on the South line of the Southwest quarter of Section 6; thence South 89 degrees 18 minutes 07 seconds West, on the South line of the Southwest quarter of Section 6, a distance of 452.51 feet to the True Point of Beginning, excepting therefrom all that part lying within the Ann-Arbor Railroad, said excepted part being more particularly described as follows: Commencing at the Southwest corner of Section 6, Town 6 South, Range 7 East; thence North 89 degrees 18 minutes 07 seconds East on the South line of Section 6, a distance of 152.03 feet to the point of beginning; thence continuing North 89 degrees 18 minutes 07 seconds East, on the South line of Section 6, a distance of 100.74 feet to a point; thence North 07 degrees 39 minutes 28 seconds West, on the Easterly line of the Ann Arbor Railroad, a distance of 988.48 feet to a point of curvature; thence in a Northerly direction, on the Easterly line of the Ann Arbor Railroad, on a curve to the left, said curve having a radius of 5779.65 feet, a length of 742.69 feet, a central angle of 7 degrees 21 minutes 45 seconds, a chord bearing of North 11 degrees 27 minutes 43 seconds West, and a chord distance of 742.18 feet to a point of tangency; thence North 15 degrees 04 minutes 48 seconds West, on the East line of the Ann Arbor Railroad, a distance of 65.28 feet to the approximate centerline of the Macon River; thence South 82 degrees 47 minutes 03 seconds West on the centerline of the Macon River, a distance of 151.43 feet to a point on the West line of the Ann-Arbor Railroad; thence South 15 degrees 04 minutes 48 seconds East on the West line of the Ann-Arbor Railroad, a distance of 86.16 feet to a point of curvature; thence in a Southerly direction, on the Westerly line of the Ann-Arbor Railroad on a curve to the right, said curve having a radius of 5629.65 feet, a length of 723.42 feet, a central angle of 7 degrees 21 minutes 45 seconds, a chord bearing of South 11 degrees 27 minutes 44 seconds East, and a chord distance of 722.92 feet to a point of tangency; thence South 07 degrees 39 minutes 28 seconds East a distance of 69.75 feet to a point on the West line of said Section 6; thence North 01 degrees 10 minutes 23 seconds West, on the West line of said Section 6, a distance of 368.58 feet to a point; thence in a Southerly direction on the Westerly line of the Ann-Arbor Railroad, on a curve to the right, said curve having a radius of 5679.65 feet a length of 296.51 feet, a central angle of 2 degrees 59 minutes 28 seconds, a chord bearing of South 09 degrees 16 minutes 34 seconds East, and a chord distance of 296.48 feet to a point of tangency; thence South 07degrees 39 minutes 28 seconds East on the Westerly line of the Ann-Arbor Railroad, a distance of 976.06 feet to the point of beginning of said excepted parcel.

Tax ID No. 58-04-106-006-10.

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

ISSUED BY
Old Republic National Title Insurance Company

Requirements

File No.: 202157224- Revision No. 1

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. Provide satisfactory evidence to the Company that the improvements located on the property to be insured do not or will not include any house trailer, mobile home or manufactured housing unit.
6. SUBMIT COPY OF OPERATING AGREEMENT FOR LG REAL ESTATE, LLC.
7. RECORD WARRANTY DEED FROM OWNER TO THE PARTY TO BE INSURED.
8. **[Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.]**
9. All taxes paid through 2020. 2020 Summer taxes are paid, amount is \$314.65. 2020 Winter taxes are paid, amount is \$527.76.
10. Payment of unpaid taxes and special assessments, plus interest and penalty, interest and collection fees, if any, or same to be shown on final policy.
11. Possible special assessment for drain cleaning by the Monroe County Drain Commissioner. Contact the Drain Commission at (734) 240-3108 for additional information and amount due.
12. Tax ID No. 58-04-106-006-10.

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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

File No.: 202157224- Revision No. 1

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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes which are due and payable subsequent to the date of policy.
6. Rights of Dower, homestead or other marital rights of the spouse, if any, of any individual insured.
7. Existing water, mineral, oil and exploitation rights which are not of record.
8. Restrictions or restrictive Covenants affecting the property described in Schedule A and not appearing in the chain of title to the land.
9. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which a correct survey would show.
10. 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 that 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded January 2, 2013 in [Document No. 2013R00131](#), with other land.
12. High Voltage Transmission Permit to The Detroit Edison Company dated November 14, 1958 and recorded December 18, 1958 in [Liber 474, Page 507](#) Supplementary Permit to The Detroit Edison Company dated March 14, 1966 and recorded March 25, 1966 in [Liber 534, Page 891](#).

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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

13. Right of Way for Neiman Drain dated July 29, 1963 and recorded August 1, 1963 in [Liber 519, Page 418](#).
14. Rights of the public in that part of land lying in a public road or highway.
15. Rights of the public in that part of land lying in river, creek or drain.
16. 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 usage or loss of any principal residence exemption status for the insured premises.
17. LIENS OR CHARGES WHICH MAY BECOME DUE OR A LIEN UPON THE PROPERTY DUE TO BOND CHARGES FOR SEWER/WATER PURSUANT TO MICHIGAN STATUTES AND TOWNSHIP ORDINANCES.

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