

*Cover page for:*

# **Preliminary Title Insurance Schedules**

*Preliminary title insurance schedules prepared by:*

**Hassett Title Company, Inc.**

**(File Number: 202157141)**

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**Auction Tract 17 and  
Tract 18 (part of)**

**(Monroe County, Michigan)**

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*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: 202157141  
Issuing Office File Number: 202157141  
Property Address: Plank Road, Milan, MI 48160  
Revision Number: 1

**1. Commitment Date:** January 11, 2021 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) 2006 ALTA Owner's Policy Standard

\$0.00

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:**

Gary Heath

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

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

Parcel 1: All that part of the South half of the Northwest quarter of Section 18, Town 5 South, Range 7 East, lying East of the Plank Road, so-called, except a right of way on the South end thereof owned by Hopkins and Triplecox. Further excepting a parcel of land described as that part of the North ½ of Section 18, Town 5 South, Range 7 East, described as beginning at the West quarter corner of said Section 17 and proceeding thence North 89 degrees 41 minutes 49 seconds East along the East and West quarter line of said Section 17, 1325.60 feet; thence North 0 degrees 02 minutes 48 seconds East, 1540.52 feet; thence North 89 degrees 51 minutes 57 seconds West, 2660.61 feet; thence South 0 degrees 18 minutes 26 seconds West 223.52 feet; thence South 89 degrees 55 minutes 25 seconds West, 1673.14 feet; thence South 2 degrees 58 minutes 09 seconds East along the centerline of Plank Road, 192.00 feet; for a point of beginning and proceeding thence due East 1221.36 feet; thence South 2 degrees 58 minutes 09 seconds East 250.0 feet; thence due West 1221.32 feet; thence North along the same centerline of said road to the point of beginning

Parcel 2: The Southwest quarter of the Northeast quarter of Section 18, also the South 33 feet of the East 115.5 feet of the Southeast quarter of the Northwest quarter of Section 18, Also the West half of the East half of the Northeast quarter of Section 18, excepting the West 16.67 acres, more or less, of the North 33.33 acres, more or less, of Northeast quarter of Northeast quarter of Section 18, Also the South 23.34 acres, more or less, of the East quarter of the Northeast quarter of Section 18; and the South 47.66 acres, more or less, of the West half of the Northwest quarter of Section 17, Town 5 South, Range 7 East, Excepting therefrom parcel conveyed to The Detroit Edison Company which is described as follows: That part of the Northeast quarter of Section 18, Town 5 South, Range 7 East, described as: Commencing at the Northeast corner of said Section; thence Westerly along the North line of said Section 1325.24 feet to a point; thence Southerly along a line, making a Southeasterly angle of 90 degrees 12 minutes 15 seconds with the last described line 1102.51 feet to the point of beginning; thence continuing Southerly along the last described line 1547.49 feet to an iron in the East and West quarter line of said Section; thence Easterly along said East and West quarter line, making a Northeasterly angle of 89 degrees 47 minutes 30 seconds with the last described line, 150.00 feet to an iron; thence Northerly along a line making a Northwesterly angle of 90 degrees 12 minutes 30 seconds with the last described line 1546.51 feet to an iron; thence Westerly along a line making a Southwesterly angle of 90 degrees 10 minutes 00 seconds with the last described line, 150.00 feet to the point of beginning. Further excepting a parcel of land described as that part of the North ½ of Section 18, Town 5 South, Range 7 East, described as beginning at the West quarter corner of said Section 17 and proceeding thence North 89 degrees 41 minutes 49 seconds East along the East and West quarter line of said Section 17, 1325.60 feet; thence North 0 degrees 02 minutes 48 seconds East, 1540.52 feet; thence North 89 degrees 51 minutes 57 seconds West, 2660.61 feet; thence South 0 degrees 18 minutes 26 seconds West 223.52 feet; thence South 89 degrees 55 minutes 25 seconds West, 1673.14 feet; thence South 2 degrees 58 minutes 09 seconds East along the centerline of Plank Road, 192.00 feet; for a point of beginning and proceeding thence due East 1221.36 feet; thence South 2 degrees 58 minutes 09 seconds East 250.0 feet; thence due West 1221.32 feet; thence North along the same centerline of said road to the point of beginning together with an easement for ingress and egress described as a parcel of land being the Southerly 66 feet of a parcel of land recorded in Liber 586, Page 769 and being part of the Northeast quarter of Section 18, Town 5 South, Range 7 East, and being more particularly described as follows: Commencing at the Northeast corner of Section 18; thence North 90 degrees 00 minutes 00 seconds West on the North line of Section 18, a distance of 1325.24 feet to a point; thence South 00 degrees 12 minutes 15 seconds West, and passing the Northwest corner of a parcel described in Liber 586, Page 769 at a distance of 1102.51 feet, a total distance of 2584.00 feet to the True Point of Beginning of the parcel herein described; thence North 89 degrees 59 minutes 45 seconds East, a distance of 150.00 feet to the East line of a parcel recorded in Liber 586, Page 769; thence South 00 degrees 12 minutes 15 seconds West, a distance of 66.00 feet to the Southeast corner of a parcel recorded in Liber 586, Page 769, said point also being on the East – West quarter line of said Section 18; thence South 89 degrees 59 minutes

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**ALTA COMMITMENT FOR TITLE INSURANCE  
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45 seconds West on the East – West quarter line of Section 18, a distance of 150.00 feet to the Southwest corner of a parcel recorded in Liber 586, Page 769; thence North 00 degrees 12 minutes 15 seconds East on the West line of a parcel recorded in Liber 586, Page 769, a distance of 66.00 feet to the True Point of Beginning as recited in Roadway Easement Agreement dated August 22, 2013 and recorded September 10, 2013 in Document No. 2013R22980.

Tax ID No. 58-10-018-004-00, as to part of land

Tax ID No. 58-10-017-014-00, as to part of land

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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Requirements**

File No.: 202157141- 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. NOTE: PARCEL 1 IS NOT PROPERLY ASSESSED WITH TAX ID NUMBER 58-10-018-004-00 AND APPEARS TO BE ASSESSED WITH TAX ID NUMBER 58-10-018-012-00 OWNED BY RICK FERGUSON.
7. CORRECT PROPERTY DESCRIPTIONS ON ASSESSMENT ROLLS FOR TAX ID NUMBERS 58-10-018-004-00 AND 58-10-018-012-00.
8. RECORD WARRANTY DEED FROM OWNER TO THE PARTY TO BE INSURED.
9. **[Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.]**
  
10. **[Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.]**
  
11. RECORD RELEASE OF NOTICE OF FEDERAL TAX LIEN IN THE AMOUNT OF \$248,115.34 DATED DECEMBER 20, 2017 AND RECORDED JANUARY 4, 2018 IN LIBER 5238, PAGE 328, WASHTENAW COUNTY RECORDS
12. All taxes paid through 2019. 2020 Summer taxes are UNPAID, amount is \$37.80. 2020 Winter taxes are

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

ISSUED BY  
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**Requirements**

UNPAID, amount is \$1,238.23, as to part of land

13. All taxes paid through 2019. 2020 Summer taxes are paid, amount is \$378.57. 2020 Winter taxes are UNPAID, amount is \$867.33, as to part of land.
14. 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.
15. 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.
16. Tax ID No. 58-10-018-004-00, as to part of land.  
Tax ID No. 58-10-017-014-00, as to part of land.

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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

File No.: 202157141- 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. 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.
12. Farmland Development Rights Agreement by Gary A. Heath, a married man, and the Department of Agriculture for the State of Michigan dated July 29, 2014 and recorded August 13, 2014 as [Document No. 2014R15322](#).

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

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**Old Republic National Title Insurance Company**

**Exceptions**

13. Easement to The Detroit Edison Company dated August 8, 1970 and recorded September 3, 1970 in [Liber 586, Page 769](#).
14. Terms and conditions of Roadway Easement Agreement dated August 22, 2013 and recorded September 10, 2013 in [Document No. 2013R22980](#).
15. Easement for underground fiber optic cable and telecommunications regeneration station between the Detroit Edison Company and American Telephone & Telegraph Company dated November 5, 1991 and recorded December 11, 1991 in [Liber 1195, Page 84](#). – as to easement parcel (With Other Lands)
16. Terms and conditions of Covenant Deed recorded February 6, 2001 in [Liber 1980, Page 737](#). – as to easement parcel (With Other Lands)
17. Terms and Conditions of Agreement between the Detroit Edison Company and International Transmission Company, LLC dated February 28, 2003 and recorded April 11, 2003 in [Liber 2439, Page 116](#). – as to easement parcel (With Other Lands)
18. Rights of the public in that part of land lying in a public road or highway.
19. Rights of the public in that part of land lying in Lewis Wann Drain.
20. 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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