



**Property:**

The Bishop Mansion  
Located at 19366 Lucerne Drive, Detroit, Michigan

**Auction Manager:**

Luke Schrader  
Tel: 260-229-7089

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (EDT) on Monday, June 10, 2024

**Contents:**

- Bidder Instructions
- Form of Agreement to Purchase
- Auction Exhibit Binder (Exhibits A - H)

## **BIDDER INSTRUCTIONS**

Sealed Bid Auction for 19366 Lucerne Drive, Detroit, Michigan

**Auction Manager:** Luke Schrader (260-229-7089)

1. These Bidder Instructions are part of a Sealed Bid Packet (“Sealed Bid Packet”) prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc., on behalf of 104 Investments, LLC (“Seller”) with respect to the real estate located at 19366 Lucerne Drive in Detroit, Michigan.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase (“Agreement to Purchase”) and an Auction Exhibit Binder. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. The Auction Exhibit Binder includes Exhibits A - H. References herein to particular “Exhibit(s)” are referring to the applicable exhibit(s) in the Auction Exhibit Binder.
4. **To submit a bid:**
  - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
    - i. Write in your Bid Amount;
    - ii. Write in the date, Buyer’s name and all requested Buyer-related information;
    - iii. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).

Note: The 5% Buyer’s Premium will be automatically added to your Bid Amount to arrive at the Purchase Price.
  - (b) Complete, sign and date the Disclosure Regarding Real Estate Agency Relationships (**Exhibit A**):
    - i. Print the Buyer’s name where indicated at the bottom of page 2;
    - ii. Sign and date where indicated at the bottom of page 2.
  - (c) Complete, sign and date the Seller’s Disclosure Statement for the Mansion (**Exhibit B**) and for the Carriage House (**Exhibit C**):
    - i. Sign where indicated at the bottom of page 2;
    - ii. Write the date and time where indicated at the bottom of page 2.
  - (d) Complete, sign and date the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards for the Mansion (**Exhibit D**) and for the Carriage House (**Exhibit E**):
    - i. Complete the Purchaser’s Acknowledgment by writing the Buyer’s initials at (c), (d) & (e);
    - ii. Sign and date as “Purchaser” at the bottom of the form.
  - (e) Prepare a check for the 10% earnest money deposit payable to Title Connect LLC (or contact the Auction Manager for wire instructions).
  - (f) Unless you are submitting your bid electronically, you should prepare a sealed bid envelope by writing “Attn: Luke Schrader (Sealed Bid for 19366 Lucerne Dr., Detroit, MI)” and the name and address of the bidder on the outside front of the envelope. Place the earnest money check, the entire Agreement to Purchase (completed, signed and dated) and all the disclosure forms described above (**Exhibits A – E**; completed, signed and dated) in the sealed bid envelope and send or deliver to the Auction Manager, as follows:

**Via overnight courier, U.S. Mail or personal delivery to:**

Schrader Real Estate and Auction Company, Inc.  
Attn: Luke Schrader  
950 Liberty Dr., PO Box 508  
Columbia City, IN 46725

**Note:** If sending via mail or courier, you must allow sufficient time for delivery **and receipt** before the sealed bid deadline.

A sealed bid may also be delivered in person at the site of the property (located at 19366 Lucerne Drive, Detroit, MI) between the hours of 1:00 pm to 5:00 pm on June 10, 2024. The Auction Manager will be present at the site during this time.

- (g) If you are submitting your bid electronically, you must:
- i. Send PDF copies of the entire Agreement to Purchase (completed, signed and dated) and all the disclosure forms described above (**Exhibits A – E**; completed, signed and dated) via email to: Luke@schraderauction.com; and
  - ii. Send your earnest money deposit to the Auction Company by wire transfer. (Contact the Auction Manager for wire instructions.)
5. **Your bid must be accompanied by an earnest money deposit of at least ten percent (10%) of your Bid Amount written on the Signature Page of the Agreement to Purchase. The earnest money deposit may be delivered to the Auction Company in the form of a cashier’s check, personal check or company check payable to “Title Connect LLC” or delivered via wire transfer to the Auction Company. (Contact the Auction Manager for wire instructions.) In any event, your earnest money deposit must be delivered and received prior to the sealed bid deadline.**

**IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without doublechecking that the wiring instructions are correct.**

6. Your bid and earnest money deposit must be **received** not later than 5:00 o’clock p.m. (EDT) on Monday, June 10, 2024.
7. If your bid is accepted, your earnest money deposit will be delivered to and held in escrow by Title Connect LLC, as the Escrow Agent, pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before **Tuesday, June 10, 2024**, your earnest money deposit will be returned to you via U.S. Regular Mail at the Buyer’s address provided on the Signature Page of the Agreement to Purchase submitted with your bid (or via wire transfer if clear directions and instructions for such wire transfer are included with the submission of your bid).
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, **including but not limited to the disclosures and disclaimers set forth in Section 30 of the Agreement to Purchase.**

9. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the marketing materials, the provision of the Agreement to Purchase shall control.
10. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid, to waive any irregularity or informality in the submission of any bid, and/or to offer the top bidders an opportunity to submit a higher bid if the top bids are tied or very close in Seller's sole judgment and discretion.
11. Schrader Real Estate and Auction Company, Inc. and their respective agents and representatives are exclusively the agents of the Seller.

**All parties are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the property.**

## AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed in connection with a sealed bid auction conducted by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of 104 Investments, LLC (“**Seller**”) with an advertised sealed bid deadline of 5:00 o’clock p.m. (EDT) on June 10, 2024 (the “**Auction**”).

“**Buyer**” refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer’s execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this “**Offer**”) to purchase the Real Estate (as defined below). Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction (“**Sealed Bid Packet**”), including the Bidder Instructions, the form of this Agreement, and the Auction Exhibit Binder with Exhibits A – H.

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller the Real Estate described below in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Real Estate.** The property to be conveyed and acquired pursuant to this Agreement consists of the real estate situated in the City of Detroit, County of Wayne, State of Michigan and described as follows (the “**Real Estate**”):

Lots 246, 247, 248, 249 and the West 60 feet of Lot 235, Palmer Woods Subdivision, as recorded in Liber 32, Page 16, Wayne County Records;

Including the improvements and permanent fixtures presently existing on said lots;

Being the parcel identified for property tax purposes as Parcel ID Number 02004871;

Commonly known as 19366 Lucerne Drive.

2. **Additional Property.** This purchase does not include any personal property; *provided, however*, upon the conveyance of the Real Estate to Buyer at Closing, Buyer shall automatically acquire any interest of Seller with respect to: (a) the building materials and other personal property now located at the Real Estate; and (b) any plans or drawings in Seller’s possession and control pertaining to the Real Estate (collectively, the “**Additional Property**”). For purposes of this Agreement, the Real Estate does not include the Additional Property and the provisions of this Agreement that apply specifically to the Real Estate (including the Conveyance Requirements) shall not apply to the Additional Property. **BUYER SHALL ACQUIRE SELLER’S INTEREST IN THE ADDITIONAL PROPERTY “AS IS”, WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.**

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Real Estate (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the “**Bid Amount**”), plus a Buyer’s Premium equal to five percent (5.0%) of the Bid Amount. **THE 5% BUYER’S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

4. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall have delivered an earnest money deposit (“**Earnest Money**”) by check payable to the Escrow Agent (or by wire transfer to the Auction Company) in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller’s acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. “**Escrow Agent**” refers to Title Connect LLC, 28470 West 13 Mile Road, Suite 325, Farmington Hills, MI 48334 (Tel: 248-642-3256).

5. **Delivery of Title and Possession.** The title to and possession of the Real Estate shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement. Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Warranty Deed (with customary LLC provisions) conveying the Real Estate to Buyer subject to the Permitted Exceptions.

6. **Survey.** It is expected that the Real Estate will be conveyed using the existing legal description without obtaining a new survey. In any event, a new survey of all or any part(s) of the Real Estate shall be obtained prior to Closing *if and only if*: (a) a new survey is required for the issuance of the standard coverage Owners Title Policy, with standard survey exceptions, in accordance with this Agreement (but a new survey shall not be required solely for the purpose of removing standard survey exceptions); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained in accordance with the foregoing provisions: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey obtained in accordance with the provisions of this Agreement ("Survey") shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to submitting this Offer, the preliminary title insurance schedules prepared by Title Connect LLC (including preliminary Schedules A, BI & BII) which are dated March 19, 2024 and identified by reference to File Number TC01-112887 and which are included in the Auction Exhibit Binder as Exhibit G. Buyer further acknowledges that the title company has provided copies or partial copies of some (but not all) of the recorded documents which are identified as exceptions in the preliminary Schedule BII, and that the copies provided by the title company are included in the Auction Exhibit Binder as Exhibit H (in the form provided). Buyer is responsible for obtaining and reviewing any recorded documents identified in the preliminary Schedule BII but not provided by the title company. Buyer agrees to acquire the Real Estate subject to and notwithstanding any document that has been recorded in the real estate records of Wayne County, Michigan and referenced in the preliminary Schedule BII, regardless of whether a copy thereof is included with the Auction Exhibit Binder; *provided, however*, and notwithstanding any other provision: (a) Buyer is not required to accept any Lien (as further provided in Section 11 below); and (b) any restriction indicating a preference, limitation or discrimination based on race, color, religion sex, handicap, familial status, or national origin is deleted, null, and void to the extent such restriction violates 42 USC 3604(c).

8. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Real Estate at Closing, Seller shall furnish and Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner's title insurance policy insuring fee simple title to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of any Lien and any other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Unless a different title company is selected by mutual agreement of the parties confirmed in writing, the Final Title Commitment shall be prepared by the same firm that prepared the preliminary title insurance schedules. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to minerals; (d) any Schedule BII exception that is listed in the preliminary Schedule BII included with Exhibit G; and/or (e) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

9. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard coverage ALTA owner's title insurance policy to Buyer in accordance with the Final Title Commitment ("**Owner's Title Policy**"). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsement. Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; *provided, however*: (a) Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"); (b) Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement; and (c) Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

10. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding any of the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of (and any matter disclosed in) this Agreement, except a Lien; and (j) any easement, condition, restriction, and/or other matter appearing of record and referenced in the preliminary title insurance schedules (Exhibit G); *provided, however*, and notwithstanding any other provision: (i) Buyer is not required to accept any Lien (as further provided in Section 11 below); and (ii) any restriction indicating a preference, limitation or discrimination based on race, color, religion sex, handicap, familial status, or national origin is deleted, null, and void to the extent such restriction violates 42 USC 3604(c).

11. **Lien.** The Permitted Exceptions do not include (and Buyer is not required to accept the title subject to) any Lien. “**Lien**” refers to and includes: (a) any mortgage, deed of trust, bond, judgment lien and/or other monetary obligation attaching as a lien against the Real Estate, other than a lien for current real estate taxes and/or special assessments not yet due and payable; (b) the Notice of Commencement recorded June 23, 2021 in Liber 56824 , Page 217 , Wayne County Records; and (c) the Claim of Lien filed by R. Green Excavating LLC dated January 10, 2023 and recorded January 11, 2023 in Liber 58035, Page 1166, Wayne County Records. As a condition precedent to Buyer’s obligation to acquire the Real Estate at Closing, Buyer has the right to receive confirmation that any Lien appearing of record has been or will be terminated and/or discharged prior to and/or in connection with the Closing.

12. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Real Estate at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of an Owner’s Title Policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Real Estate, free and clear of any Lien or other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Real Estate in accordance with this Agreement. For purposes of this Agreement, the title to the Real Estate shall be deemed sufficient and marketable if Seller is able to convey the Real Estate in conformance with the Conveyance Requirements. If Seller is unable to convey the Real Estate in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted closing date stated in Section 14 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

13. **Conditions to Closing.** Buyer’s obligation to purchase and acquire the Real Estate at Closing is not contingent upon any further inspection, investigation or evaluation of the Real Estate or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Real Estate at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Real Estate in conformance with the Conveyance Requirements).

14. **Closing.** The final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Real Estate in accordance with this Agreement (“**Closing**”) shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed ***on or before July 25, 2024***. In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent. Subject only to the satisfaction of the

conditions described in Section 13 above, Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than **July 25, 2024** and at least 7 days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent. If it is necessary or appropriate to allocate the Purchase Price between real estate and personal property in order to properly document and/or administer the Closing, all parties agree to use an allocation provided by Seller for this purpose.

**15. Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Lien and recording the release; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the Survey (if any) obtained in accordance with this Agreement; (d) the cost of the standard coverage owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) state and local real estate transfer taxes; (g) all sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

**16. Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Survey (if any) obtained in accordance with this Agreement; (d) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

**17. Prorated Taxes; Assessments.** Ad valorem property taxes that are, were or may become a lien against the Real Estate (collectively, "**Taxes**"), including Taxes that are generally billed during or near the first week of July of any given year ("**Summer Taxes**") and Taxes that are generally billed during or near the first week of December of any given year ("**Winter Taxes**"), shall be prorated on a **fiscal year** basis in accordance with this Section. For purposes of this Section, Summer Taxes shall be treated as though they are billed in advance for a fiscal year beginning on July 1 and Winter Taxes shall be treated as though they are billed in advance for a fiscal year beginning on December 1. Seller shall be charged with: (a) a prorated portion of the Summer Taxes billed for the applicable fiscal year during which the Closing occurs (up to but not including the day of Closing), and all prior Summer Taxes; and (b) a prorated portion of the Winter Taxes billed for the applicable fiscal year during which the Closing occurs (up to but not including the day of Closing), and all prior Winter Taxes. Buyer shall be charged with: (i) a prorated portion of the Summer Taxes billed for the applicable fiscal year during which the Closing occurs (from and including the day of Closing), and all subsequent Summer Taxes; and (ii) a prorated portion of the Winter Taxes billed for the applicable fiscal year during which the Closing occurs (from and including the day of Closing), and all subsequent Winter Taxes. Any unpaid Taxes that are ascertainable and payable at the time of Closing shall be collected from the proper party(ies) at Closing and paid directly to the appropriate tax collection office. At the time of Closing, Buyer shall pay to Seller and Seller shall receive credit for that portion (if any) of the Taxes that are allocated to Buyer and have been paid by Seller prior to Closing. If any Taxes that are allocated to Seller are not ascertainable and payable at the time of Closing: (A) Seller's share of such Taxes shall be estimated based on the annual amount last billed for the same type of Taxes, allocated and prorated in a manner consistent with the foregoing provisions; (B) Seller's estimated share of such Taxes shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing; (C) Buyer shall then pay all such Taxes when due after Closing; and (D) any shortage or surplus with respect to the estimated amount credited to Buyer at Closing shall be paid or retained by Buyer. Seller shall pay all special assessments which have become a lien against the Real Estate prior to the date of Closing, whether payable in installments or otherwise.

**18. Risk of Loss.** The Real Estate shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Real Estate notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.



19. **Remedies; Buyer Default.** The term “**Buyer Default**” refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller’s damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller’s remedies in the event of a Buyer Default shall include the right to terminate Buyer’s right to acquire the Real Estate under this Agreement (without prejudice to Seller’s right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Real Estate free and clear of any right or claim of Buyer whatsoever.

20. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Real Estate in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 12 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations.

21. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Real Estate, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys’ fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE REAL ESTATE AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

22. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party’s notification address (as provided below); provided, however, if an email address is not provided with the party’s notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service that includes proof of delivery (such as overnight delivery via USPS, FedEx or UPS). A copy of a notice sent by any party (other than a notice sent by the Auction Manager as the agent of Seller) shall be sent to the Auction Manager via email to [Luke@schraderauction.com](mailto:Luke@schraderauction.com). A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party’s notification address in this Agreement assumes the risk of receiving a notice after it has

become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o Adriana Gonzales, via email to: [Adriana.Gonzales@assemigroup.com](mailto:Adriana.Gonzales@assemigroup.com)  
With a copy to the Auction Manager, via email to: [Luke@schraderauction.com](mailto:Luke@schraderauction.com)

If to Buyer: The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.  
With a copy to the Auction Manager, via email to: [Luke@schraderauction.com](mailto:Luke@schraderauction.com)

23. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Real Estate as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

24. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer hereby acknowledges (and Seller has previously acknowledged) receipt of the "Disclosure Regarding Real Estate Agency Relationships". The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Real Estate as a result of Buyer's dealings with such other broker or person; *provided, however*, if Buyer has been duly registered as the client of a participating broker pursuant the terms of a written broker participation agreement executed by and between such participating broker and Auction Company for purposes of this Auction, such broker shall be compensated at Closing in accordance with and subject to the terms and conditions of such agreement.

25. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

26. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

27. **Entire Agreement; No Oral Modification or Waiver.** This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver.

28. **Marketing Materials; Conflicting Statements.** The Marketing Materials and all statements and information contained therein are superseded by the provisions of this Agreement and the Bidder Instructions included with the Sealed Bid Packet. "**Marketing Materials**" refers to and includes all marketing materials provided in connection with advertising the Auction and/or marketing the Real Estate, including but not limited to the auction brochure, the auction website (<https://www.schraderauction.com/auctions/8780>), the Information Book posted to the auction website, and all documents posted to the internet data room available through the auction website. If any statement or information in the Marketing Materials is contrary to or inconsistent with a provision of this Agreement, the provision of this Agreement shall control. If any statement

or information in the Marketing Materials is contrary to or inconsistent with any statement or information in the Bidder Instructions, the Bidder Instructions shall control.

29. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word “including” shall be construed as “including but not limited to”. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

30. **Buyer’s Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the Auction Exhibit Binder with the following exhibits:

Exhibit A: Disclosure Regarding Real Estate Agency Relationships

Exhibit B: Seller’s Disclosure Statement (for Mansion)

Exhibit C: Seller’s Disclosure Statement (for Carriage House)

Exhibit D: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Mansion)

Exhibit E: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Carriage House)

Exhibit F: EPA/CPSC/HUD pamphlet *Protect Your Family from Lead in Your Home*

Exhibit G: Preliminary title insurance schedules (Schedules A, BI & BII) prepared by Title Connect LLC, dated March 19, 2024 and identified by reference to File Number TC01-112887

Exhibit H: Copies or partial copies of some (but not all) of the recorded documents which are identified as exceptions in the preliminary Schedule BII (to the extent and in the form provided by the title company), as further described in Section 7 above

(b) Unless waived, Buyer may conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. In any event, however, Buyer agrees to acquire the Real Estate AS IS, regardless of the results of any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(c) The Marketing Materials have been provided subject to (and not as a substitute for) a prospective buyer’s independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided.

(d) Included with the Marketing Materials is an unsigned copy of a document entitled “Palmer Woods Association By-laws Adopted on November 12, 1996 Amended April 2004; July 2012; October 2013; December 2019; June 2022”, obtained from the website of the Palmer Woods Association at: <https://palmerwoods.org/association/mission/>. Among other things, this document refers to assessments collected through a Special Assessment District. As between Buyer and Seller, Buyer agrees to acquire the Real Estate subject to and notwithstanding any rights and/or obligations that may exist with respect to the Palmer Woods Association.

(e) Included with the Marketing Materials are topographical surveys by R. A. Duthler Land Surveyor showing certain landscaping and structures (including fencing and sidewalks) near the boundaries of the Real Estate. As between Buyer and Seller, Buyer agrees to acquire the Real Estate subject to and notwithstanding any rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line.

(f) Regardless of any plans, drawings or renderings included with the Marketing Materials, Buyer is purchasing (and agrees to acquire) the Real Estate in its current condition as a partially renovated property.

Buyer acknowledges that Seller has not agreed to perform any work on or about the Real Estate before or after Closing.

(g) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Real Estate or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Real Estate without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Real Estate ***"AS IS"*** and ***without any warranty of any kind as to its character or condition or its suitability for any particular use or purpose.***

(h) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) the size or dimensions of any lot or building or any part(s) thereof; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vi) whether or not the Real Estate is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Real Estate and/or the Auction.

(i) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Real Estate.

(j) Buyer is agreeing to purchase the Real Estate without the benefit of a pre-auction survey. If a dispute arises prior to Closing as to the location of any boundary affecting the Real Estate, Auction Company may terminate this Agreement by giving written notice of termination to Buyer (but only with the consent of Seller). In the event of such termination, the Earnest Money shall be refunded to Buyer and the Real Estate may be re-sold free and clear of any claim of Buyer. In lieu of such termination, Seller may elect instead to enforce this Agreement according to its terms.

(k) Advertised acres, square footages and/or dimensions are approximations. No promise, warranty or authoritative representation is made as to the area, size or dimensions of any lot, parcel, building or structure or part(s) thereof. The purchase price shall not be subject to adjustment regardless of the area, size or dimensions of any lot, parcel, building or structure or part(s) thereof, as shown in any record prepared before or after this Agreement.

(l) The Real Estate is not currently certified as a historical site. No promise, warranty or representation is made as to whether the Real Estate is qualified or suitable for any certification or recertification as a historical site or for any other designation or classification. No promise, warranty or representation is made as to as to the availability of any certification, designation or classification of the site.

**31. Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Real Estate which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Real Estate in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Real Estate; or (d) Seller has failed to accept this Offer within the time specified in Section 32 below.

**32. Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (EDT) on **Tuesday, June 11, 2024**. Delivery of the Signature Page signed on behalf of Seller (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the undersigned Buyer offers and agrees to purchase from Seller the Real Estate as defined in this Agreement (being Lots 246, 247, 248, 249 and the West 60 feet of Lot 235, Palmer Woods Subdivison, in the City of Detroit, County of Wayne, State of Michigan, including improvements and permanent fixtures) for the Purchase Price as defined in this Agreement (being the Bid Amount written below plus a Buyer's Premium equal to 5.0% of the Bid Amount), and otherwise in accordance with and subject to the terms of this Agreement.

**Bid Amount: \$** \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FIVE PERCENT (5%) OF THE BID AMOUNT. THE 5% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**

**SIGNATURE OF BUYER:** On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
(Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization))

(By) \_\_\_\_\_  
(Signatures)

\_\_\_\_\_  
(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

\_\_\_\_\_  
(Buyer's Address) (City, State, Zip)

\_\_\_\_\_  
(Buyer's Telephone Number) (Buyer's Email Address)

\_\_\_\_\_  
(Deed to) (Buyer's Lender, if any, and Lender Contact Info.)

**ACCEPTED BY SELLER** on June \_\_\_\_\_, 2024: 104 INVESTMENTS, LLC, by its duly authorized agent(s):

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Office/Capacity: \_\_\_\_\_

**RECEIPT OF EARNEST MONEY:** The Earnest Money in the amount of \$ \_\_\_\_\_ has been received by the Escrow Agent on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

TITLE CONNECT LLC

**Date Received:** \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_



**Property:**

The Bishop Mansion  
Located at 19366 Lucerne Drive, Detroit, Michigan

**Auction Manager:**

Luke Schrader  
Tel: 260-229-7089

**Sealed Bid Deadline:**

5:00 o'clock p.m. (EDT) on Monday, June 10, 2024

## **AUCTION EXHIBIT BINDER**

- Exhibit A: Disclosure Regarding Real Estate Agency Relationships
- Exhibit B: Seller's Disclosure Statement (for Mansion)
- Exhibit C: Seller's Disclosure Statement (for Carriage House)
- Exhibit D: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Mansion)
- Exhibit E: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Carriage House)
- Exhibit F: EPA/CPSC/HUD pamphlet *Protect Your Family from Lead in Your Home*
- Exhibit G: Preliminary title insurance schedules (Schedules A, BI & BII) prepared by Title Connect LLC, dated March 19, 2024 and identified by reference to File Number TC01-112887
- Exhibit H: Copies or partial copies of some (but not all) of the recorded documents which are identified as exceptions in the preliminary Schedule BII (to the extent and in the form provided by the title company), as further described in Section 7 of the Agreement to Purchase

## 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.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
  - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
  - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
  - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associated broker showing each party all receipts and disbursements affecting that party.

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.

### SELLER'S AGENTS:

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.

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 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 subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

**BUYER'S AGENTS:**

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. Buyer's agents and subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), or (d) above may be waived by execution of a limited service agreement.

**DUAL AGENTS:**

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. 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.

**Licensee Disclosure:** (check one)

Property: 19366 Lucerne Drive in the City of Detroit, County of Wayne, State of Michigan

I hereby disclose that the agency status of the licensee named below is:

- Seller's Agent
- Seller's Agent – limited service agreement
- Buyer's Agent
- Buyer's Agent – limited service agreement
- Dual Agent
- None of the above

**Affiliated Licensee Disclosure:** (check one)

- 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.
- All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

**Licensee:**

Sign: 

Date: 5/23/24

Print: Luke Schrader, Licensee  
(Agent of Schrader Real Estate and Auction Co., Inc.)

**Acknowledgment:**

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information.

**BUYER:**

Printed name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_



(Michigan)

SELLER'S DISCLOSURE STATEMENT

(Page 1 of 2)

Property Address: 19366 Lucern Drive, Detroit, Michigan (Mansion), Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

Table with 4 columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, Hood/fan, Disposal, TV antenna, TV rotor & controls, Electrical system, Garage door opener & remote control, Alarm system, Intercom, Central vacuum, Attic fan, Pool heater, wall liner & equipment, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Washer, Dryer, Lawn sprinkler system, Water heater, Plumbing system, Water softener / conditioner, Well & pump, Septic tank & drain field, Sump pump, City Water System, City Sewer System, Central air conditioning, Central heating system, Wall furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system.

Explanations (attach additional sheets if necessary): Home BEING SOLD AS IS. SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- 1. Basement/crawl space: Has there been evidence of water? Yes: No:
If yes, please explain: BASEMENT WINDOW ISSUE CORRECTED BY WATERPROOFING AND GRADING DONE IN 2022
2. Insulation: Describe, if known UNKNOWN
Urea Formaldehyde Foam Insulation (UFFI) is installed? Unknown: X Yes: No:
3. Roof: Leaks? Approximate age if known REDONE IN 2020
4. Well: Type of well (depth/diameter, age, and repair history, if known): N/A
Has the water been tested? Yes: No:
If yes, date of last report/results:
5. Septic tanks/drain fields: Condition, if known: N/A
6. Heating System: Type/approximate age: 2021-2022 HEATING SYSTEM AND UNITS SOLD AS IS

SELLER'S DISCLOSURE STATEMENT

(Page 2 of 2)

Property Address: 19366 LUCERNE DRIVE, Michigan
(Street) (City, Village, or Township)

- 7. Plumbing system: Type: Copper: Galvanized: X Other:
Any known problems? PARTIAL SYSTEM UPGRADE ALL EXTERIOR DRAIN LINES REDONE 2022-2023 SOLD AS IS
8. Electrical system: Any known problems? UNKNOWN
9. History of infestation, if any: (termites, carpenter ants, etc.) UNKNOWN
10. Environmental Problems: Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property ... Unknown: Yes: [checked] No:
If yes, please explain: ASBESTOS REMEDIATION COMPLETED 2019-2020
11. Flood insurance: Do you have flood insurance on the property? ... Unknown: Yes: No: [checked]
12. Mineral rights: Do you own the mineral rights? ... Unknown: [checked] Yes: No: [checked]

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ... Unknown: Yes: No: [checked]
2. Any encroachments, easements, zoning violations, or nonconforming uses? ... Unknown: Yes: No: [checked]
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? ... Unknown: Yes: No: [checked]
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? ... Unknown: Yes: No: [checked]
5. Settling, flooding, drainage, structural, or grading problems? ... Unknown: Yes: No: [checked]
6. Major damage to the property from fire, wind, floods, or landslides? ... Unknown: Yes: No: [checked]
7. Any underground storage tanks? ... Unknown: Yes: No: [checked]
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? ... Unknown: Yes: No: [checked]
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ... Unknown: Yes: No:
10. Any outstanding municipal assessments or fees? ... Unknown: Yes: No: [checked]
11. Any pending litigation that could affect the property or the seller's right to convey the property? ... Unknown: Yes: No: [checked]

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from (date) to Never lived in the residence (date). The seller has owned the property since (date). The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

DocuSigned by: Seller: Farshid Asseini Date: 5/14/2024
Seller: A4D910C1942D416... Date:

Buyer has read and acknowledges receipt of this statement.

Buyer: Date: Time:
Buyer: Date: Time:

(Michigan)

SELLER'S DISCLOSURE STATEMENT

(Page 1 of 2)

Property Address: 19366 Lucerne Drive, Detroit, Michigan 48203 (Carriage House), Michigan
(Street) (City, Village, or Township)

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction, and is not a substitute for any inspections or warranties the buyer may wish to obtain.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

Table with 4 columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, Hood/fan, Disposal, TV antenna, TV rotor & controls, Electrical system, Garage door opener & remote control, Alarm system, Intercom, Central vacuum, Attic fan, Pool heater, wall liner & equipment, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Washer, Dryer, Lawn sprinkler system, Water heater, Plumbing system, Water softener / conditioner, Well & pump, Septic tank & drain field, Sump pump, City Water System, City Sewer System, Central air conditioning, Central heating system, Wall furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system.

Explanations (attach additional sheets if necessary): All New Equipment and Installed in 2020 - Never lived in Residence - Equipment sold as is

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- 1. Basement/crawl space: Has there been evidence of water? Yes: \_\_\_ No: X
If yes, please explain: No Basement - Carriage house
2. Insulation: Describe, if known New Insulation 2020
Urea Formaldehyde Foam Insulation (UFFI) is installed? Unknown: \_\_\_ Yes: \_\_\_ No: X
3. Roof: Leaks? Yes: \_\_\_ No: X
Approximate age if known New Roof 2020
4. Well: Type of well (depth/diameter, age, and repair history, if known): No Well - City Water and Sewer
Has the water been tested? Yes: \_\_\_ No: X
If yes, date of last report/results:
5. Septic tanks/drain fields: Condition, if known: No Septic Tank - City/Water Sewer
6. Heating System: Type/approximate age: New System Installed 2020 - system sold as is

SELLER'S DISCLOSURE STATEMENT

(Page 2 of 2)

Property Address: 19366 Lucerne Drive, Detroit, Michigan 48203, Michigan
(Street) (City, Village, or Township)

- 7. Plumbing system: Type: Copper: Galvanized: Other: Pex - New 2020
Any known problems? New System Installed 2020 - system sold as is
8. Electrical system: Any known problems? New System Installed 2020 - system sold as is
9. History of infestation, if any: (termites, carpenter ants, etc.) No
10. Environmental Problems: Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property
11. Flood insurance: Do you have flood insurance on the property?
12. Mineral rights: Do you own the mineral rights?

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?
2. Any encroachments, easements, zoning violations, or nonconforming uses?
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural, or grading problems?
6. Major damage to the property from fire, wind, floods, or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the seller's right to convey the property?

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from NEVER LIVED IN (date) to X (date). The seller has owned the property since 2017 (date). The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

DocuSigned by: Seller: Farshid Asseini Date: 5/17/2024
Seller: A4D910C1942D416... Date:

Buyer has read and acknowledges receipt of this statement.

Buyer: Date: Time:
Buyer: Date: Time:

Property address: 19366 Lucern Drive, Detroit, Michigan (Mansion)

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

In 2020, test done on the pipes and walls - test came back positive for lead in pipes - negative on walls.

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) LS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Farshid Assemi</u> Seller	5/13/2024 Date	Seller	Date
<u>[Signature]</u> Purchaser	5/23/24 Date	Purchaser	Date
<u>[Signature]</u> Agent	Date	Agent	Date

Property address: 19366 Lucern Drive, Detroit, Michigan (Carriage House)

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) LS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Farshid Assemi</u> Seller	5/17/2024 Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	5/23/24 Date	_____ Agent	_____ Date



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

March 2021

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

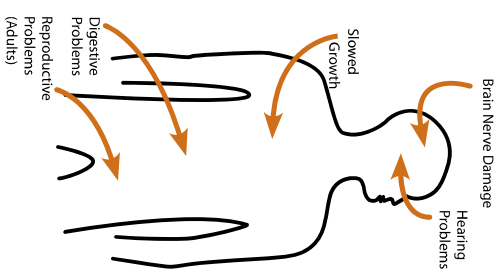
## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadSAFE](http://epa.gov/getleadSAFE), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPAs Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 WYNKOOP ST.  
DENVER, CO 80202  
(303) 312-6966

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 9** (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 10** (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10 (20-CO4)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**  
4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Title Connect LLC  
Issuing Office: 28470 West 13 Mile Road, Suite 325  
Farmington Hills, MI 48334  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: TC01-112887  
Issuing Office File Number: TC01-112887  
Property Address: 19366 Lucerne Drive, Detroit, MI 48203  
Revision Number: 1

**SCHEDULE A**

1. Commitment Date: March 19, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
 

Proposed Insured:	<b>Proposed Purchaser</b>
Proposed Amount of Insurance:	<b>\$</b>
The estate or interest to be insured:	<b>fee simple</b>
  - (b) 2021 ALTA Loan Policy
 

Proposed Insured:	
Proposed Amount of Insurance:	<b>\$</b>
The estate or interest to be insured:	<b>fee simple</b>
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:  
[104 Investments, LLC, a California Limited Liability Company](#)
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**TITLE CONNECT LLC**  
28470 West 13 Mile Road, Suite 325, Farmington  
Hills, MI 48334  
Telephone: (248) 642-3256

Countersigned by:

\_\_\_\_\_  
Walter D. Quillico  
Title Connect LLC, License #0041442

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
1 First American Way, Santa Ana, CA 92707

By: \_\_\_\_\_  
Kenneth D. DeGiorgio, President

By: \_\_\_\_\_  
Lisa W. Cornehl, Secretary

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### SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly Authorized and Executed Warranty Deed from Recited Owner to Proposed Insured to be executed and recorded at closing.

5. Pay unpaid taxes and assessments unless shown as paid.
6. The full gap coverage set forth in the 2021 ALTA Loan Policy (the "Policy") will be provided to the insured lender provided that the Title Agent closes and disburses the loan secured by the mortgage to be insured and the insured lender has in its possession a closing protection letter which has not been canceled. This gap coverage is specifically referenced in paragraph 14 of the Covered Risks of the Policy and provides "Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records". The Policy will only include exceptions disclosed by this commitment and any amendments to or updates of this commitment provided to you prior to closing.
7. Provide Company with fully executed copy of Purchase Agreement.
8. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.

NOTE: This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.

9. Submit a copy of the Operating Agreement of 104 Investments LLC. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from 104 Investments LLC, authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.

Submit evidence that 104 Investments LLC is in good standing. Certificate of Good Standing should not be older than six (6) months.

10. Record Termination of Notice of Commencement recorded June 23, 2021 in [Liber 56824 , Page 217](#) , Wayne County Records.

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11. Record Discharge of Claim of Lien filed by R. Green Excavating LLC dated January 10, 2023 and recorded January 11, 2023 in [Liber 58035, Page 1166](#), Wayne County Records.
12. Our review of the current vesting deed as shown in the Public Records indicates a substantial increase in the value of the captioned land since the prior vesting deed of record. Attached hereto, please find our Questionnaire Regarding Property Improvements, which you will need to fill out, sign and send back to us before scheduling our closing. After our review thereof, additional documentation/information may be then deemed necessary.
13. 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.

This commitment shall be effective only when the amount of the policy, in amount greater than \$0.00, has been inserted in Schedule A by the Company.

14. Please be advised that our search did not disclose any open mortgage of record. If you should have knowledge of any outstanding obligation, please contact the Company immediately. We reserve the right to make further requirements pertaining to this matter which may include, but is not limited to, an affirmative representation that this property is not encumbered by a mortgage interest.
15. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
16. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

Parcel ID Number: 02004871.

Taxes are:

2023 Winter Amount: \$11,167.67 PAID

2023 Summer Amount: \$91,993.26 PAID included \$495.00 for SMS PW

Special Assessments: NONE

Principal Residence Exemption (PRE) 0%

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### SCHEDULE B, PART II – Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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 in 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, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages 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.
5. Any lien, or right to a 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. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in [Liber 9281, Page 267](#); [Liber 9114, Page 31](#); [Liber 7757, Page 425](#); [Liber 7451, Page 313](#); [Liber 7475, Page 95](#); [Liber 7205, Page 524](#); [Liber 9281, Page 267](#), Wayne County Records. Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.
8. Subject to the easements, restrictions and reservations contained in the Palmer Woods Plat recorded at Liber 32, Page(s) 16, Wayne County Records.
9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
11. Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of the Policy, including all assessments for weed cutting, grass cutting or any other matters for which City services were provided but not assessed against the tax rolls prior to the effective date of the Policy.

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12. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.
13. The lien, if any, of real estate taxes, assessments, blight, civil fines, false alarm fees, sewer and/or water charges, not yet due or payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any principal residence status for the insured premises.
14. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject property resulting from any and all tenant water/sewer account(s) between said tenant(s) and the municipality, which are separate and distinct from any water/sewer account(s) between the owner of the property and the municipality.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Wayne, State of Michigan, and is described as follows:

Land situated in the City of Detroit, County of Wayne, State of Michigan Described as follows:

Lots 246, 247, 248, 249 and the West 60 feet of Lot 235, Palmer Woods Subdivison, as recorded in Liber 32, Page 16, Wayne County Records.

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**Image Summary List**

**HOME TITLE CONNECT,HOM,ML  
4/18/2024 6:13 PM UYFY**

<b>State</b>	<b>County</b>	<b>Type</b>	<b>Date</b>	<b>Instrument</b>	<b>Party 1</b>	<b>Pages</b>	<b>Status</b>
<b>Order Number: None</b>			<b>Title Officer: None</b>			<b>Comments:</b>	
MI	WAYNE	BURS		32.16		15	Complete



### BUILDING RESTRICTIONS

PALMER WOODS SUBDIVISION-----Plat, Liber 32, Page 16,  
Wayne County Records.

RESTRICTION AGREEMENT-----Liber 9281, Page 267,  
Register No. D-254806  
RECORDED - May 25, 1948

WHEREAS, the use of the land contained in said Subdivision has since the plat of said Sub division was recorded on May 12, 1915, been subject to certain Restrictions, Covenants, and conditions, uniformly contained in Deeds and Land Contracts issued by Palmer Woods Company, which said Restrictions, Covenants and conditions have and do run with the land, and no remain in full force and effect for the benefit of all owners of land in said Subdivision, and

WHEREAS, said Restrictions, covenants and conditions, which are hereinafter set forth do, by their terms, as stated in said Deeds and Land Contracts, remain operative and in force until January 1, 1950, and

WHEREAS, it is desired by the parties hereto that said Restrictions covenants and conditions continue to be operative and in full force and effect until January 1, 1975, with certain modifications applying only to Lots 17 to 24 inclusive, lots 32 to 40 inclusive, and Lots 16 and 17, 367 and 368,

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter, contained and of the payment of the sum of \$1.00 by said parties, each to the other, the receipt of which is by each hereby acknowledged,

IT IS HEREBY Agreed by and between said parties that said Lots 17, to 24 inclusive; 32 to 40 inclusive and lots 16, 17, 367 and 368, shall until January 1, 1975 be and continue to be subject to the following Restrictions, Covenants and conditions:

Said Lots shall be used for private or multiple residence purposes only and shall not be used for any kind of trade, business or employment, nor for rooming or boarding purposes. No advertising sign, billboard or other advertising device shall be permitted, erected, placed, or maintained at any time upon said premises. Said Lots shall not be leased to, used or occupied by any person or persons other than of the Caucasian Race. Any building which may be erected upon any of said Lots shall be of pressed, glazed or wire cut brick, stone or concret over tile or metal lath for exterior construction, with full basement, and shall be not more than two nor less than two stories in height, with 18 foot studding, and with full basement, and shall cost not less than \$10,000.00 per Lot. Garages if any, shall be an integral part of the residence building on any Lot, rather than constructed separately from such residence building. Any building which may be erected on any of said Lots shall face Woodward Avenue.

It is hereby further agreed by and between said parties that all Lots hereinafter mentioned in this Agreement, except said Lots 17 to 24 inclusive; said Lots 32 to 40 inclusive, and said Lots 16, 17, 367 and 368 shall until January 1, 1975, be and continue to be subject to the following Restrictions, Covenants and conditions.

A. Said Lots shall be used for private residence purposes only, and shall not be used for any kind of trade, business, or employment, or for apartment, rooming or boarding houses, except that a dentist or physician may have an office in his residence. No advertising sign, billboard, or other advertising device shall be permitted, erected, placed or maintained at any time upon said premises.

(SEE PAGE TWO)



Notice of Easement  
of  
Albert Blaine

Volume 9114 Wayne County Records  
Page 31 4D-228501  
Notice of Easement  
Sworn to February 11, 1948  
Michigan Bell Telephone Company,  
a Michigan Corporation, having its  
principal offices in Detroit, Michigan,

files this notice under the provisions of Act 200, Public Acts of 1945, as amended, and hereby claims an easement of way as set forth in the following instrument, which recorded in Liber 1191 of Deeds on page 159, Wayne County Records, covering property described as "Palmer Woods Subdivision" of the Southwest 1/4 of Section 2, and Southeast 1/4 of Section 2, Town 1 South, Range 11 East, according to the plat thereof recorded in Liber 32 of plats on page 16, Wayne County Records.

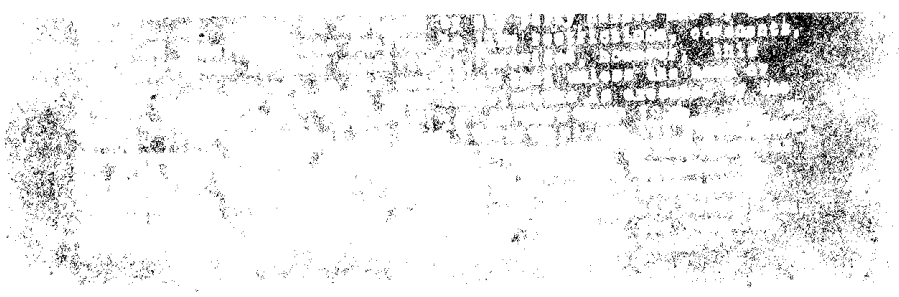
The above party, being first duly sworn, deposes and says that he is the Supervisor of Right-of-way of the Michigan Bell Telephone Company, that he has read the foregoing notice and that the facts alleged therein are true as he is informed and believes.  
Recorded February 13, 1948 at 12:33 P.M.

covenants, and conditions have and do run with the land, and now remain in full force and effect for the benefit of all owners of land in said subdivision, and

-Over-

this agreement, but, in any event, this agreement shall be in full force and effect until December 31, 1947.

Palmer Woods Association, a Michigan Corporation, above named party of the third part, assigns this agreement in its own behalf and as trustee for the owner or owners of any and all lots in said subdivision who have executed or who may hereafter execute an agreement, binding him or their lot or lots to the extension agreement herein contained.



(3) Whereas, said restrictions, covenants, and conditions, which are hereinafter set forth, do, by their terms, as stated in said deeds and land contracts, remain operative and in force until January 1, 1950, and

(4) Whereas, it is desired by the parties hereto that said restrictions, covenants, and conditions continue to be operative and in full force and effect until January 1, 1975;

Now, Therefore, in consideration of the premises and of the mutual promises hereinafter contained, and of the payment by said parties, each to the other, of the sum of One Dollar, the receipt of which is by each hereby acknowledged,

It is hereby agreed by and between said parties that the lots hereinbefore mentioned as being now owned by first and second parties respectively, shall, until January 1, 1975, be and continue to be subject to the following restrictions, covenants, and conditions:

A. Said lots shall be used for private residence purposes only and shall not be used for any kind of trade, business, or employment, or for apartment, rooming or boarding houses, except that a dentist or physician may have an office in his residence. No advertising sign, billboard, or other advertising device shall be permitted, erected, placed, or maintained at any time upon said premises. Said lots shall not be sold or leased to or occupied by any person or persons other than of the Caucasian race, but this shall not be interpreted to exclude occupancy by persons other than of the Caucasian race when such occupancy is incidental to their employment on the premises.

B. No building nor any part of any building other than one single, private dwelling house, which shall cost not less than \$2,000 if located on Lot No. \_\_\_\_\_ and not less than \$1,000 if located on Lot No. \_\_\_\_\_, and a garage, shall be erected on either of said lots. All buildings shall be of pressed, glazed, or wire cut brick, stone or concrete over tile, or metal lath for exterior construction, with full basement, and shall be at least two full stories and not more than two and one half stories in height, with at least eighteen feet studding. No buildings with flat roofs shall be erected or maintained on either of said lots.

C. No garage shall be erected within one hundred feet of the front lot line nor within ten feet of the side lot line, nor within five feet from the rear lot line on inside lots, nor within fifty feet from side lot lines on corner lots, except when the garage is constructed as part of a dwelling or when two adjoining owners desire to build a joint garage on their lot lines. No garage shall be maintained or erected except

- Continued on Sheet Number Two -



Register No. C-768121

for the private use of the owner of the lot on which said garage is located. Any garage erected on a lot with a Ten-Thousand Dollar Residence restriction shall cost at least One Thousand Dollars, if one story in height, or Twelve Hundred Dollars, if two stories in height, and on any lot, having a Seventy-five Hundred Dollar restriction, shall cost not less than Seven Hundred Fifty Dollars, if one story in height, and at least \$900.00, if two stories in height. Living apartments may be provided in any two story garage for occupancy by persons employed on the premises. The architecture and materials used in the construction of any garage shall correspond to that of the residence to which it is appurtenant.

D. The first and second parties hereto agree to submit to Palmar Woods Association, a Mich Corp, party of the third part hereof, or to its successor in interest, for approval, any and all detailed plans for the construction and location on the respective lots of first and second parties of any residence or garage, and all such plans must be approved in writing by said Palmar Woods Association, or its successor in interest, before the construction of any of said buildings can be commenced.

E. The natural grade of the land shall not be raised more than two feet above the sidewalk without the written consent of all parties hereto and of adjoining property owners.

F. All boundary lines shall be designated by hedges or woven wire fences with iron posts of a pattern to be approved by all parties hereto and shall not exceed four feet in height. No fence, hedge or wall shall be erected between the street and the building line of said lot nor on the side lines for a distance of 50 feet back from the front lot line. Pergolas shall not extend beyond the front building line of any residence nor nearer than five feet to the side or rear lot line.

The foregoing restrictions, covenants, and conditions shall run with the land and shall bind the parties hereto, their heirs, representatives, successors and assigns, and shall be for the benefit, of, and may be enforced by any party hereto and by the owner or owners of lots subject to like restrictions, covenants, and conditions in said subdivision, provided, however, this agreement is subject to the condition that unless the same or a like agreement extending said restrictions is executed by the owner of Lots Nos. 222 to 236 inclusive, on or before September 31, 1936, this agreement shall be void and of no effect, and the parties hereto, their heirs, successors, or assigns, shall be bound by any of the terms or



32-16

Office Copy

to garage shall be within ten feet from the rear lot line of such lot, and within five feet from the rear lot line on corner lots, and within fifty feet from the side lot line on a dwelling or when the garage is constructed as part of a dwelling, the two adjoining owners shall be authorized to build a joint garage on the lot line, the garage shall be maintained or repaired by the owner of the lot.

- Declaration of Trust Number Two -

AGREEMENT  
 No. L 7757 2 125  
 Dated Nov. 19, 1943  
 Ack. Nov. 19 & Dec. 1 & 10, 1943  
 Rec'd. Dec. 11, 1943--12:16 PM

Carllyle Michelman and Marjerie Michelman, his wife 1st Party  
 And  
 M. Agnes Burton 2nd Party  
 And  
 PALMER WOODS ASSOCIATION, a Mich Corp, of Detroit, WCM, by Chester J. Morse, Pres and Lois Jeffries Hanavan, Secy, Corp Seal. 3rd Party

95 ✓

(1) Whereas the first part is of Lot No. 62 of Palmer Woods, a Subdivision of part of the SW 1/4 of Sec. 2, and part of the SE 1/4 of Sec. 3, T. 1 S. R. 11 E. lying W. of Woodward Avenue in the City of Detroit, Mich. according to the plat thereof as read in L. 72 of Flats at Page 16, in the office of the Reg of Deeds of WCM, and the above named part is of the second part, is, the

owner of Lot No. 65, of said subdivision, and Palmer Woods Association, a corporation organized and existing under the laws of the State of Michigan, whose membership consists of persons who own land in said subdivision and/or reside in said subdivision, and which said corporation was organized and exists in part for the purpose of maintaining the appearance of said subdivision and upholding and enforcing the building and use restrictions upon land in said subdivision and

(2) Whereas the use of the land contained in said subdivision has, since the plat of said subdivision was recorded on May 12, 1915, been subject to certain restrictions, covenants, and conditions, uniformly contained in deeds and land contracts issued by Palmer Woods Company, a Michigan Corporation, which said restrictions, covenants, and conditions have and do run with the land, and now remain in full force and effect for the benefit of all owners of land in said subdivision, and

-Over-

*file*



*Expired*

### BUILDING RESTRICTIONS

PALMER WOODS SUBDIVISION-----Plat, Liber 32, Page 16,  
Wayne County Records.

RESTRICTION AGREEMENT-----Liber 7455, Page 236,  
Register No. C-836953  
RECORDED - April 27, 1945

1. WHEREAS the first parties are the owners of Lot No. 94 of Palmer Woods, a Sub-division of part of the Southwest 1/4 of Section 2, and part of the SE 1/4 of Section 3, Town 1 South, Range 11 East, lying West of Woodward Avenue in the City of Detroit, Wayne County, Michigan, according to the Plat thereof as recorded in Liber 32 of Plats at Page 16, in the office of the Register of Deeds of Wayne County and the above named parties of the second part, are the owners of Lot No. 90 of said Subdivision, and Palmer Woods Association, a corporation organized and existing under the laws of the State of Michigan, whose membership consists of persons who own land in said Subdivision and/or reside in said Subdivision, and which said Corporation was organized and exists in part for the purpose of maintaining the appearance of said Subdivision and upholding and enforcing the building and use restrictions upon land in said Subdivision, and

2. WHEREAS, the use of the land contained in said Subdivision has, since the Plat of said Subdivision was recorded on May 12, 1915 been subject to certain Restrictions, Covenants and Conditions uniformly contained in Deeds and land contracts issued by Palmer Woods Company, a Michigan Corporation, which said Restrictions, Covenants and Conditions have and do run with the land, and now remain in full force and effect for the benefit of all owners of land in said Subdivision, and

3. WHEREAS, said Restrictions, Covenants and conditions, which are hereinafter set forth, do, by their terms, as stated in said Deeds and land contracts, remain operative and in force until January 1, 1950, and

4. WHEREAS, it is desired by the parties hereto that said Restrictions, Covenants and conditions continue to be operative and in full force and effect until January 1, 1975; NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, and of the payment by said parties, each to the other, of the sum of \$1.00, the receipt of which is by each hereby acknowledged,

IT IS HEREBY AGREED by and between said parties that the Lots hereinbefore mentioned as being now owned by first and second parties respectively, shall, until January 1, 1975, be and continue to be subject to the following Restrictions, Covenants and conditions:

A. Said Lots shall be used for private residence purposes only, and shall not be used for any kind of trade, business, or employment, or for apartment, rooming or boarding houses, except that a dentist or physician may have an office in his residence, No advertising sign, billboard, or other advertising device shall be permitted, erected, placed, or maintained at any time upon said premises. Said Lots shall not be sold or leased to, or occupied by any person or persons other than of the Caucasian Race, but this shall not be interpreted to exclude occupancy by persons other than of the Caucasian Race when such occupancy is incidental to their employment on the premises.

B. No building nor any part of any building other than one single, private dwelling house, which shall cost not less than \$10,000.00 if located on Lot No. 94, and not less than \$10,000.00

(SEE PAGE TWO)



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"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c)."

5. Helen S. Werneken  
a single woman  
to  
Mabel H. McKnight

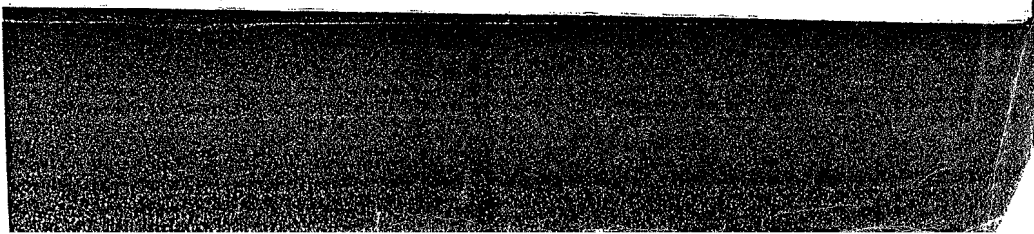
Volume 7451 Wayne County Records  
Page 313 #C-836360  
Warranty Deed  
Dated March 28, 1945  
Consideration \$1.00 and other good  
and valuable considerations  
Conveys Land in the City of Detroit,  
Wayne County, Michigan, described as:  
Lot 279 Palmer Woods Subdivision of

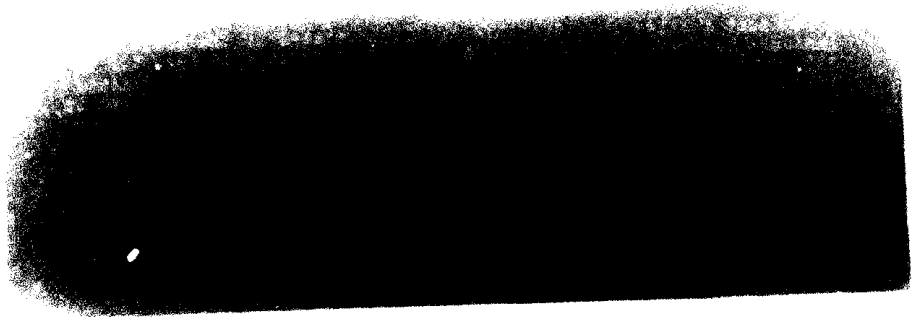
part of Southwest 1/4 of Section 2 and part of the Southeast 1/4  
of Section 3 Town 1 South, Range 11 East, lying West of Woodward  
Avenue, Greenfield Township, (now City of Detroit) Wayne County,  
Michigan, according to the plat thereof as recorded in Liber 32  
of plats page 16, Wayne County Records.  
This deed is given subject to building and use restrictions of  
record, also all easements of record.  
Revenue Stamps \$4.95  
Acknowledged March 31, 1945  
Recorded April 25, 1945 at 12:01 P.M.

6. Mabel H. McKnight  
first party  
and  
Lola Jeffries Hanavan  
second party  
and  
Palmer Woods Association  
a Michigan Corporation  
of Detroit, Wayne County,  
Michigan, by Chester J.  
Morse, President and  
Lura W. Avery, Treasurer  
Corporate Seal,

Volume 7475 Wayne County Records  
Page 95 #C-840948  
Agreement  
Dated May 1, 1945

(1) Whereas the first party, is  
the owner of lot No. 279 of Palmer  
Woods, a subdivision of part of the  
Southwest 1/4 of Section 2, and part  
of the Southeast 1/4 of Section 3,  
Town 1 South, Range 11 East, lying  
West of Woodward Avenue in the City  
of Detroit, Wayne County, Michigan,  
according to the plat thereof as re-  
corded in Liber 32 of plats at page 16,  
in the office of the Register of Deeds  
of Wayne County, Michigan, and the  
above named party, of the second part  
is the owner of Lot No. 277 of said  
subdivision, and Palmer Woods Association, a corporation organized  
and existing under the laws of the State of Michigan, whose member-  
ship consists of persons who own land in said subdivision and/or  
reside in said subdivision, and which said corporation was organized  
and exists in part for the purpose of maintaining the appearance of  
said subdivision and upholding and enforcing the building and use  
restrictions upon land in said subdivision and  
(2) Whereas the use of the land contained in said subdivision has,  
since the plat of said subdivision was recorded on May 12, 1915, been  
subject to certain restrictions, covenants, and conditions, uniformly  
contained in deeds and land contracts issued by Palmer Woods Company,  
a Michigan Corporation, which said restrictions, covenants, and con-  
ditions have and do run with the land, and now remain in full force  
and effect for the benefit of all owners of land in said subdivision,  
and  
(3) Whereas, said restrictions, covenants, and conditions, which  
are hereinafter set forth, do, by their terms, as stated in said deeds





C794753

K110-2003-001-0-04  
Wick

From the of  
Reg. No. C 794753 Affidavit No. 1-10-1-6  
Chester W. Morse, (witness to the deed, 1944)  
Deed No. 794753, 1944, 1-10-1-6  
State of Michigan  
County of Wayne.

Affiant, of Detroit, WCM, being duly sworn deposes and says that he is President of Palmer Woods Association, a Vich Corp, and has been President of said Corporation since on or about July 29, 1941.  
Deponent further says that he is familiar with the efforts which have been made by said association, through its directors and officers, to obtain agreements from the owners of lots in Palmer Woods, a subdivision of part of the SW 1/4 of Sec. 2, and part of the SE 1/4 of Sec. 3, T. 18 S., R. 11 E., lying west of Woodward Avenue in Detroit, WCM, accord to the plat thereof as rec'd in L. 33 of lists at page 18 in the office of the Reg of Deeds of WCM, to extend the restrictions upon the use of lots in said subdivision from the date of their expiration, which accord to their terms is Jan 1, 1950, until Jan 1, 1975.  
Deponent further says that he is familiar with the terms of an agreement at rec'd July 29, 1944 in L. 7113 of deeds at page 33 to 36, inclusive, in the office of the Reg of Deeds of WCM, that said agreement contains the following language in part:  
"provided, however, this agreement is subject to the condition that unless the same or a like agreement extending said restrictions is executed by the owner or owners of at least 15 of lots Nos. 222 to 233 inclusive, and 336 to 341 inclusive, of said subdivision, and rec'd in the office of the Reg of Deeds of WCM, on or before Dec 31, 1945, binding such 15 of said lots to said extension of restrictions, neither party hereto, nor his or their heirs, successors, or assigns, shall be bound by any of the terms of this agreement, but, in any event, this agreement shall be in full force and effect until Dec 31, 1945.  
Deponent further says that the condition stated in the above quoted language has been met, in that the owners of 15 of lots Nos. 222 to 233 inclusive, and 336 to 341, inclusive, have executed agreements like the agreement above referred to, and the same have been rec'd in the office of the Reg of Deeds of WCM, as follows:  
-over-

1577



eighteen feet studding. No buildings with flat roofs shall be erected or maintained on either of said lots.

C. No garage shall be erected within one hundred feet of the front lot line nor within ten feet of the side lot line, nor within five feet from the rear lot line on inside lots, nor within fifty feet from side lot lines on corner lots, except when the garage is constructed as part of a dwelling or when two adjoining owners desire to build a joint garage on their lot lines. No garage shall be maintained or erected except

- Continued on Sheet Number Two-

Form No. 66  
Reg. No. C 788421

Melville S. Welt and Belle O. Welt,  
his wife } 1st Party

And  
Arbie L. Brooks and Irene M.  
Brooks his wife } 2nd Party

And  
PALMER WOODS ASSOCIATION, a  
Mich Corp, of Detroit, WCM, by  
Chester J. Morse, Ires and Lola  
Jeffries Hanavan, Secy, Corp  
Seal. } 3rd Party

15/pe  
It is stated in the acknowledgment  
that said instrument was signed and  
witnessed in behalf of said Corporation  
by authority of its board of directors.

ACKNOWLEDGMENT  
No. L. 7205 P. 524  
Dated April 28 1944  
Ack. Apr. 28, Sept. 30, Oct. 2,  
1944  
Rec'd. Oct. 4, 1944 12 46 P.M.

WCR

(1) Whereas the first  
part is of Lot No. 232  
owner s of Lot No. 232  
of Palmer Woods, a subdivision  
of part of the SW 1/4 of Sec.  
2, and part of the SE 1/4 of  
Sec. 3, T. 1 S. R. 11 E,  
lying W. of Woodward Avenue  
in the City of Detroit, WCM,  
accdg to the plat thereof as  
recd in L. 32 of flats at  
page 16, in the office of the  
Reg of Deeds of WCM, and the  
above named part is of  
the second part, are the

owner s of Lot No. 341, of said subdivision, and Palmer Woods Association, a corporation organized and existing under the laws of the State of Michigan, whose membership consists of persons who own land in said subdivision and/or reside in said subdivision, and which said corporation was organized and exists in part for the purpose of maintaining the appearance of said subdivision and upholding and enforcing the building and use restrictions upon land in said subdivision and

(2) Whereas the use of the land contained in said subdivision has, since the plat of said subdivision was recorded on May 12, 1915, been subject to certain restrictions, covenants, and conditions, uniformly contained in deeds and land contracts issued by Palmer Woods Company, a Michigan Corporation, which said restrictions, covenants, and conditions have and do run with the land, and now remain in full force and effect for the benefit of all owners of land in said subdivision, and

-Over-



Lot Nos.	Date of Agreement	Date of Recor/Alor	Line of	Index
222 & 223	4/18/44	7/28/44		
225	4/11/44	7/28/44		
226 & 227	8/28/44	7/29/44		
228	5/19/44	7/29/44		
229	9/30/44	10/14/44		
230	4/15/44	7/28/44		
231	4/3/44	7/28/44		
232	4/28/44	10/4/44		
233	5/1/44	7/29/44		
338	4/10/44	10/4/44		
339	4/3/44	7/29/44		
340 & 341	4/4/44	7/28/44		

K110-200-251-4  
 WCR  
 No. 4  
 L 7239 P. 6



BUILDING RESTRICTIONS

- PAGE TWO -

PALMER WOODS SUBDIVISION-----Plat, Liber 32, Page 16,  
Wayne County Records.

RESTRICTION AGREEMENT----- Liber 9281, Page 267,  
Register No. D-254806

Said Lots shall not be used or leased to, or occupied by any person or persons other than of the Caucasian Race, but this shall not be interpreted to exclude occupancy by persons other than of the Caucasian Race when such occupancy is incidental to their employment on the premises.

B. No building or any part of any building other than one single, private dwelling house, which shall cost not less than \$10,000.00, and a garage, shall be erected on either of said Lots. All buildings shall be of pressed, glazed or wire cut brick, stone or concrete over tile, or metal lath for exterior construction, with full basement, and shall be at least two full stories and not more than 2 1/2 stories in height, with at least 18 foot studding. No building with flat roofs shall be erected or maintained on either of said Lots.

C. No garage shall be erected within 100 feet of the front lot line, nor within 10 feet of the side lot line, nor within 5 feet from the rear lot line on inside lots, nor within 50 feet from side lot line on corner lots, except when the garage is constructed as part of a dwelling or when two adjoining owners desire to build a joint garage on their lot lines. No garage shall be maintained or erected except for the private use of the owner of the lot on which said garage is located. Such garage shall cost at least \$1,000.00 if one story in height, or \$1,200.00 if two stories in height. Living apartments may be provided in any two story garage for occupancy by persons employed on the premises. The architecture and materials used in the construction of any garage shall correspond to that of the residence to which it is appurtenant.

It is hereby further agreed by and between said parties that all lots mentioned in this Agreement shall, until January 1, 1975 be and continue to be subject to the following restrictions, covenants and conditions:

D. First and second parties hereto agree to submit to Palmer Woods Association, a Michigan Corporation, third party herein, or to its successors in interest, for approval, any and all detailed plans for the construction and location on the respective lots of first and second parties of any residence or garage, and all such plans must be approved in writing by said Palmer Woods Association, or its successor in interest before the construction of any of said buildings can be commenced.

E. The Natural grade of the land shall not be raised more than two feet above the sidewalk without the written consent of all parties hereto and of adjoining property owners.

F. Boundary lines, if designated, shall be designated by hedges or woven wire fences with iron posts of a pattern to be approved by all parties hereto and shall not exceed four feet in height. No fence, hedge or wall shall be erected between the street and the building line of said lot, nor on the side line for a distance of 50 feet back from the front lot line. Pergolas shall not extend beyond the front building line of any residence, nor nearer than 5 feet to the side or rear lot line.

The foregoing Restrictions, covenants and conditions shall run with the land and shall bind the parties hereto, their heirs, representatives, successors and assigns, and shall be for the benefit of, and may be enforced by any party hereto, or by the heirs, representatives, successors and assigns, of any party hereto.

BURTON ABSTRACT AND TITLE COMPANY. ea

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\*Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c)\*

any of said buildings can be commenced.

E. The natural grade of the land shall not be raised more than two feet above the sidewalk without the written consent of all parties hereto and of adjoining property owners.

F. All boundary lines shall be designated by hedges or woven wire fences with iron posts of a pattern to be approved by all parties hereto and shall not exceed four feet in height. No fence, hedge or wall shall be erected between the street and the building line of said lot nor on the side lines for a distance of 50 feet back from the front lot line. Pergolas shall not extend beyond the front building line of any residence nor nearer than five feet to the side or rear lot line. The foregoing restrictions, covenants, and conditions shall run with the land and shall bind the parties hereto, their heirs, representatives, successors and assigns, and shall be for the benefit, of, and may be enforced by any party hereto and by the owner or owners of lots subject to like restrictions, covenants, and conditions in said subdivision, provided, however, this agreement is subject to the condition that unless the same or a like agreement extending said restrictions is executed by the owner or owners of at least 20 of Lots No. 267 to 289, inclusive, of said subdivision, and recorded in the office of the Register of Deeds of Wayne County, Michigan, on or before December 31, 1945 binding such 20 of said lots to said extension of restrictions, neither party hereto, nor his or their heirs, successors, or assigns, shall be bound by any of the terms of this agreement, but, in any event, this agreement, shall be in full force and effect until December 31, 1945.

Palmer Woods Association, a Michigan Corporation, above named party of the third part, executes this agreement in its own behalf and as trustee for the owner or owners of any and all lots in said subdivision who have executed or who may hereafter execute an agreement, binding his or their lot or lots to the extension agreement herein contained.

It is stated in the acknowledgment that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

Acknowledged May 1, 7 and --, 1945  
Recorded May 11, 1945 at 11:09 A.M.

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c)."

32-16

Reg. No. B 227545 Deed No. B-227545

Palmer Woods, Michigan, Corporation, of Detroit, Mich. Dated Aug. 6, 1931. Con. S 1 3876

✓ **Fr. Burton**, President and **Frank Burton**, Ack. Aug. 6, 1931.

Secretary, **SA Corp. Semi** Rec. Aug. 6, 1931. 12:30 P.M.

**Mr. Emil Roisinger and Nichelle Roisinger his wife and Margaret L. Hanford.** Conveys Land in the City of Detroit formerly Twp. of Greenfield, Wayne County, Mich. described as:

Lot 569 of Palmer Woods, being a subdivision of S. W. 1/4 of Section 2 and part of S. E. 1/4 of Section 11, T. 15 N. R. 10 E., being the Woodward Avenue according to the plat thereof recorded in Book 12 on page 16, said lot being situated on the E. side of Woodward Drive between Woodward and Arton Drive

It is understood and agreed by and between the parties hereto that all of the lots in Palmer Woods shall be used for private residence purposes only and as a part of the consideration for the conveyance of said premises, the following restrictions and conditions upon the use thereof are hereby expressly agreed to by the grantee herein, **themselves** heirs or assigns, as covenants and conditions running with the land, to-wit:

ONE - No building or any part of any building other than one single, private dwelling house, which shall cost not less than \$2,000 or be less than 100 sq. ft. to 277 sq. ft. to 294 sq. ft. to 296 sq. ft. and 212 to 249 sq. ft. inclusive, or higher or based on any other lot and a garage shall be erected or maintained upon any one lot herein conveyed. All buildings shall be at present, ground or more up to the roof line, and shall be of masonry or metal for exterior construction, with full basement, and shall be at least 2 full stories and not more than 2 1/2 stories in height and shall be 18 foot studding. No buildings with flat roofs shall be erected or maintained on any lot in said subdivision.

Reg. No. B 227346 Deed No. B-227346

**Peter LeBronken and Leona Helen Bronken (his wife)** Dated March 3 1931 Con. 9 1 3876

-to- Ack. March 3 1931

**John L. Gaffney and Verion C. Gaffney (his wife)** Rec'd Aug. 6 1931 12:30 P.M.

Conveys land in the City of Detroit, Wayne County, Mich. described as:

lots 11 and 12 of Greenfield Heights, a subdivision of part of the S. S. 1/4 of sec. 10, T. 15 N. R. 10 E., being the Redford Twp. Mich. according to the plat thereof rec. in 1 40 of plate 105 of W.C. Records.

