

Personal Property at 12 noon - Real Estate at 6pm

- Productive tillable, hay and alfalfa land
  - Wooded recreational land
    - Homes and barns
- Immediate possession and farming rights



800-451-2709 • Schrader Auction.com

#### **DISCLAIMER:**

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**SELLER: Joseph Shiffer Estate** 

**AUCTION COMPANY:** Schrader Real Estate and Auction Company, Inc.

MICHIGAN REAL ESTATE
Kevin Ray Jordan, 6502397357
Schrader Real Estate and Auction Company Inc., 6505397356



#### **SCHRADER REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

#### **TERMS AND CONDITIONS:**

**PROCEDURE:** The property will be offered in 6 individual tracts, any combination of tracts (Subject to "Swing" Tract Limitations) and as a total 251± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashiers check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing. **ACCEPTANCE OF BID PRICES:** All successful bidders

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers acceptance or rejection.

**CLOSING:** The targeted closing date will be approximately 30 days after the auction.

**EVIDÉNCE OF TITLE:** Seller shall provide an owners title insurance policy in the amount of the purchase price.

**DEED:** Property to be conveyed by Personal Representative's Deed(s).

POSSESSION: At closing.

**REAL ESTATE TAXES:** Real Estate taxes will be prorated to the date of closing.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed w/ auction personnel. Further, Seller disclaims any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or acrial photos.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Sellers option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**AGENCY:** Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES: All** information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE

SALE TAKE PRECEDENCE OVER PRINTED MATE-RIAL OR ANY OTHER ORAL STATEMENTS MADE.

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## FOR INFORMATION CALL AUCTION MANAGER: Kevin Jordan: 800.451.2709



# **REGISTRATION FORMS**

#### **BIDDER PRE-REGISTRATION FORM**

#### TUESDAY, AUGUST 13, 2024 251± ACRES – BRANCH COUNTY, MICHIGAN

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Tuesday, August 6, 2024. Otherwise, registration available onsite prior to the auction.

#### **BIDDER INFORMATION** (FOR OFFICE USE ONLY) Bidder # Name \_\_\_\_\_ Address\_\_\_\_\_ City/State/Zip \_\_\_\_\_ Telephone: (Res) \_\_\_\_\_\_ (Office) \_\_\_\_\_ My Interest is in Tract or Tracts # BANKING INFORMATION Check to be drawn on: (Bank Name) City, State, Zip: Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_ HOW DID YOU HEAR ABOUT THIS AUCTION? $\square$ Brochure $\square$ Newspaper $\square$ Signs $\square$ Internet $\square$ Radio $\square$ TV $\square$ Friend □ Other WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS? ☐ Regular Mail ☐ E-Mail E-Mail address: ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites ☐ Tillable ☐ Pasture What states are you interested in? Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity. I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Online Auction Bidder Registration 251± Acres • Branch County, Michigan Tuesday, August 13, 2024

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

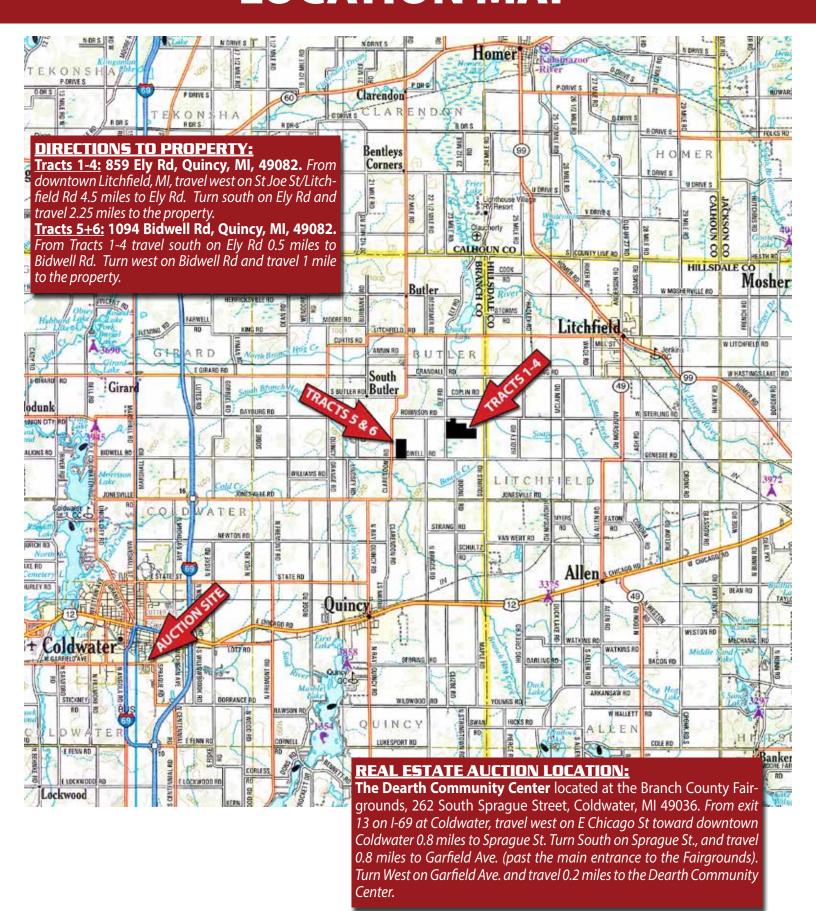
As the registered bidder, I hereby agree to the following statements:

| 1. | My name and physical address is as follows:  |
|----|--|
|    | My phone number is:  |
| 2. | I have received the Real Estate Bidder's Package for the auction being held on Tuesday, August 13, 2024 at 6:00 PM (EST).  |
| 3. | I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.  |
| 4. | I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.  |
| 5. | I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.   |
| 6. | I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts. |
|    | Schrader Real Estate & Auction Company, Inc.<br>950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725<br>Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com   |
|    | For wire instructions please call 1-800-451-2709.  |

| 7.     | (This for return of your deposit money). My b   |   |
|--------|---|---|
| 8.     | partners and vendors, make no warranty or<br>function as designed on the day of sale. Techn<br>technical problem occurs and you are not a<br>Schrader Real Estate and Auction Co., Inc., it<br>liable or responsible for any claim of loss,<br>technical failure. I acknowledge that I am accur | Real Estate and Auction Co., Inc., its affiliates, guarantee that the online bidding system will nical problems can and sometimes do occur. If a able to place your bid during the live auction, as affiliates, partners and vendors will not be held whether actual or potential, as a result of the epting this offer to place bids during a live outcry tending the auction as a personal convenience to |
| 9.     | , ,   | be received in the office of Schrader Real Estate ugust 6, 2024. Send your deposit and return this tions@schraderauction.com.   |
| I unde | erstand and agree to the above statements.  |   |
| Regist | tered Bidder's signature  | Date  |
| Printe | d Name  | _   |
| This d | locument must be completed in full.   |   |
|        | receipt of this completed form and your depassword via e-mail. Please confirm your e-mail.  | oosit money, you will be sent a bidder number ail address below:  |
| E-mai  | l address of registered bidder:   |   |
| conve  | you for your cooperation. We hope your online nient. If you have any comments or suggestions a schraderauction.com or call Kevin Jordan at 2  | s, please send them to:   |

# LOCATION & AERIAL TRACT MAPS

#### **LOCATION MAP**



### **AERIAL TRACT MAP**



#### TRACT DESCRIPTIONS:

Tracts 1-4: 859 Ely Rd., Quincy, Michigan 49082.

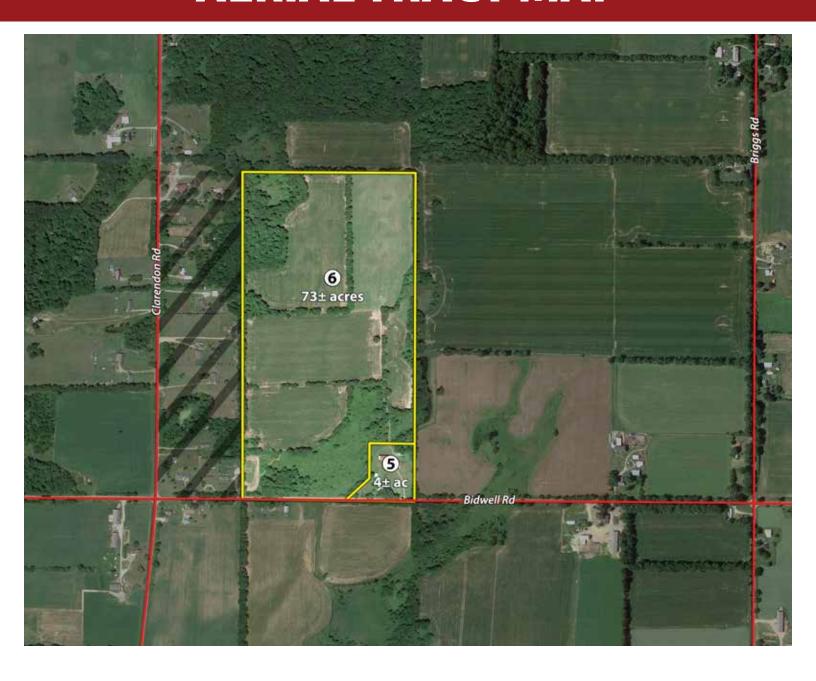
**TRACT #1: 46± ACRES** of quality hay fields with great road frontage on Ely and Robinson Rds. The northeast corner contains meadows with scattered timber throughout.

**Tract #2: 2± acres** containing a 3-bedroom farmhouse and multiple outbuildings, including a 3-car garage. A beautiful setting for a farmette or consider combining with Tract 3 for a larger slice of heaven.

**TRACT #3: 50± ACRES** of productive hay and tillable fields with a ditch running through the west portion of the tract. The southwest corner contains marshland with mature timber running along the south border and southeast corner with excellent recreational opportunity.

**TRACT #4:76± ACRES "SWING TRACT"** of mostly productive tillable farmland. A large timber stand sits in the southeast corner of the tract with plenty of wildlife. Combine with Tract 1 or 3 for a great farming and recreational piece with nice road frontage. *This tract must be combined with other tracts in the auction providing road frontage or be purchased by an adjoining landowner.* 

## **AERIAL TRACT MAP**



#### **TRACT DESCRIPTIONS:**

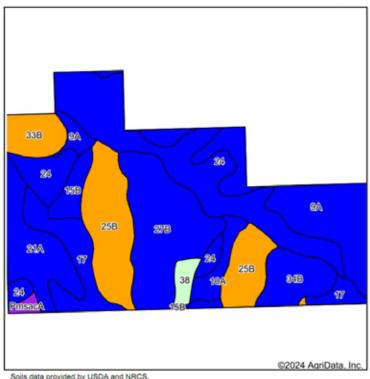
Tracts 5+6: 1094 Bidwell Rd., Quincy, Michigan 49082.

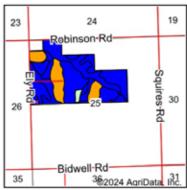
**TRACT #5: 4± ACRES** offering an older home on a rural homesite with multiple outbuildings. It has great road frontage on Bidwell Rd and mature trees throughout for a great rural experience. Consider the possibilities!

**TRACT #6: 73± ACRES** including mostly productive tillable farmland with road frontage on Bidwell Rd. The southern portion contains a mix of marshland and mature timber. The northwest corner contains a large mature timber stand. This piece has abundant wildlife throughout offering excellent recreational and farming opportunity.

# SOIL INFORMATION

## **SOIL MAP-TRACTS 1-4**





State: Michigan County: Branch 25-5S-5W Location: Township: Butler 175.89 Acres: 5/30/2024 Date:





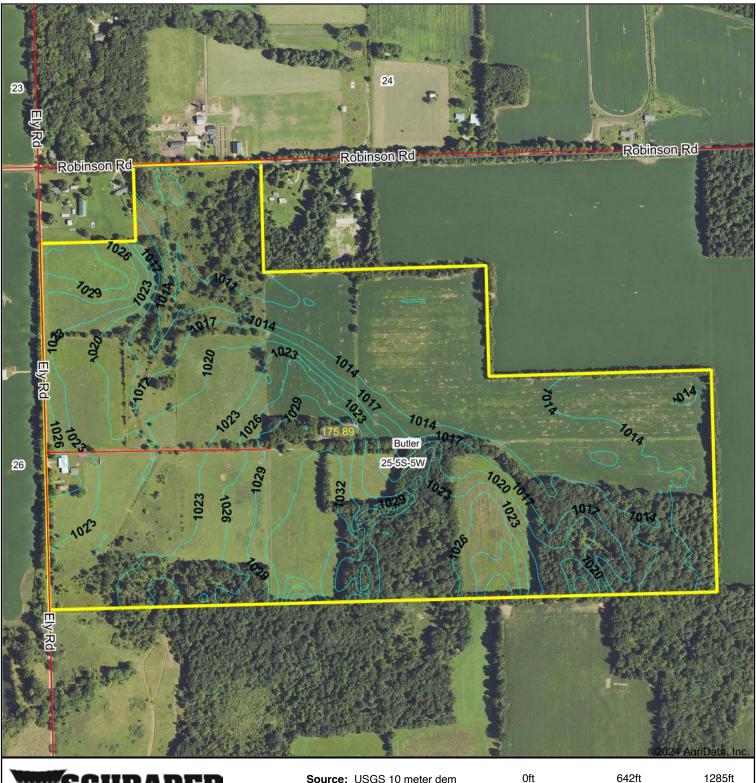


| Soils data | provided | by USDA | and NRCS. |
|------------|----------|---------|-----------|
|------------|----------|---------|-----------|

| Area Sym | nbol: MI023, Soil Are                              | a Versi | on: 21              |                            |                      |              |           |                         |                        |                                     |            |                |                          |                        |                       |
|----------|--|---------|---------------------|----------------------------|----------------------|--------------|-----------|-------------------------|------------------------|-------------------------------------|------------|----------------|--------------------------|------------------------|-----------------------|
| Code     | Soil Description                                   | Acres   | Percent<br>of field | Non-Irr<br>Class<br>Legend | Non-<br>Irr<br>Class | Irr<br>Class | Com<br>Bu | Corn<br>Irrigated<br>Bu | Corn<br>silage<br>Tons | Corn<br>silage<br>Irrigated<br>Tons | Oats<br>Bu | Soybeans<br>Bu | Soybeans<br>Irrigated Bu | Sugar<br>beets<br>Tons | Winter<br>wheat<br>Bu |
| 24       | Sebewa loam, 0 to<br>2 percent slopes              | 40.75   | 23.0%               |                            | llw                  |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| 9A       | Matherton sandy<br>loam, 0 to 3<br>percent slopes  | 26.88   | 15.3%               |                            | llw                  |              | 110       |                         | 18                     |                                     | 90         | 36             |                          | 19                     | 4                     |
| 25B      | Branch loamy<br>sand, 1 to 4<br>percent slopes     | 25.99   | 14.8%               |                            | IIIs                 |              | 80        |                         | 14                     |                                     | 60         | 28             |                          |                        | 3                     |
| 27B      | Fox sandy loam, 2<br>to 6 percent slopes           | 25.78   | 14.7%               |                            | lle                  |              | 105       |                         | 17                     |                                     | 70         | 35             |                          |                        | 4                     |
| 21A      | Bronson sandy<br>loam, 0 to 3<br>percent slopes    | 14.40   | 8.2%                |                            | lls                  | lls          | 95        | 170                     | 17                     | 27                                  | 80         | 30             | 55                       |                        | 4                     |
| 17       | Barry loam, 0 to 2 percent slopes                  | 14.00   | 8.0%                |                            | llw                  |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| 34B      | Owosso sandy<br>loam, 2 to 6<br>percent slopes     | 9.14    | 5.2%                |                            | lle                  |              | 90        |                         |                        |                                     |            | 35             |                          |                        | 4                     |
| 33B      | Ormas loamy<br>sand, 0 to 6<br>percent slopes      | 6.83    | 3.9%                |                            | Ille                 |              | 80        |                         | 17                     |                                     |            | 28             |                          |                        | 3                     |
| 10A      | Brady sandy loam,<br>0 to 2 percent<br>slopes      | 4.36    | 2.5%                |                            | llw                  |              | 115       |                         | 19                     |                                     | 95         | 33             |                          |                        | 5                     |
| 15B      | Locke fine sandy<br>loam, 1 to 4<br>percent slopes | 4.29    | 2.4%                |                            | lle                  |              | 95        |                         | 16                     |                                     | 75         | 32             |                          |                        | 4                     |
| 38       | Udipsamments, gently sloping                       | 2.39    | 1.4%                |                            |                      |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| PmsacA   | Palms muck, 0 to 1 percent slopes                  | 1.08    | 0.6%                |                            | Vw                   |              |           |                         |                        |                                     |            |                |                          |                        |                       |
|          |  |         | Weighted            | d Average                  | - 5                  | - 5          | 64.7      | 13.9                    | 10.2                   | 2.2                                 | 43.6       | 21.7           | 4.5                      | 2.9                    | 27.                   |

<sup>\*-</sup> Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.
\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

## **TOPOGRAPHY MAP - TRACTS 1-4**







Source: USGS 10 meter dem

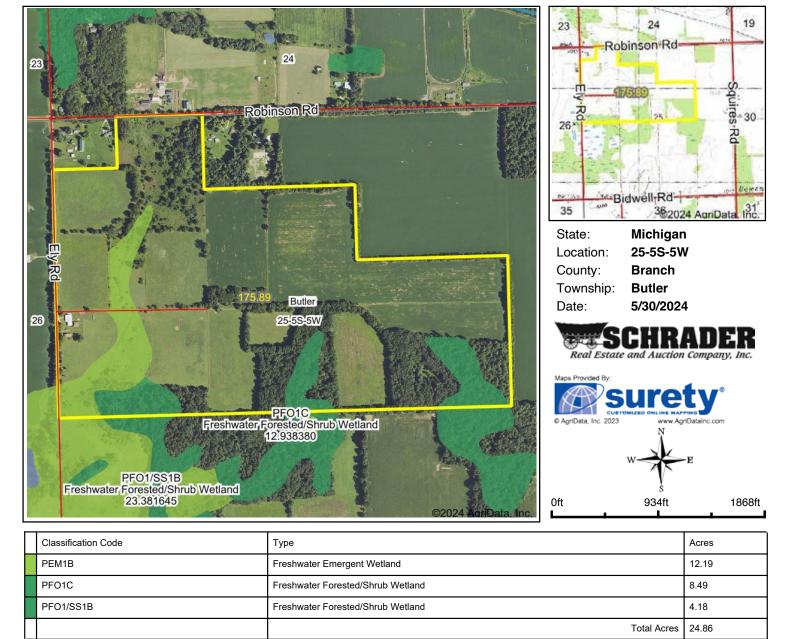
Interval(ft): 3.0 Min: 1,005.5 Max: 1,043.1 Range: 37.6

Average: 1,019.5 Standard Deviation: 6.69 ft

25-5S-5W **Branch County** Michigan

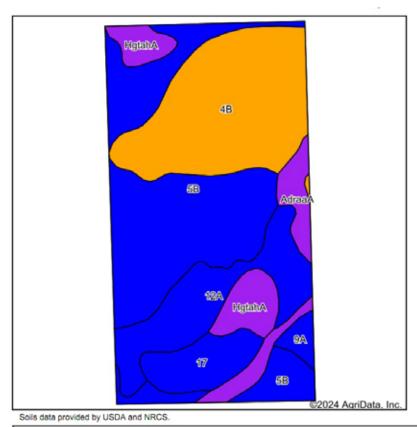
Boundary Center: 42° 0' 39.88, -84° 50' 18.28

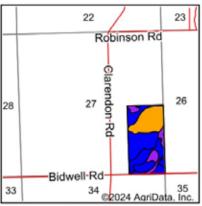
## **WETLAND MAP - TRACTS 1-4**



Data Source: National Wetlands Inventory website. U.S. Dol, Fish and Wildlife Service, Washington, D.C. http://www.fws.gov/wetlands/

## **SOIL MAP - TRACTS 5 & 6**





State: Michigan
County: Branch
Location: 27-5S-5W
Township: Butler
Acres: 78.64
Date: 5/30/2024



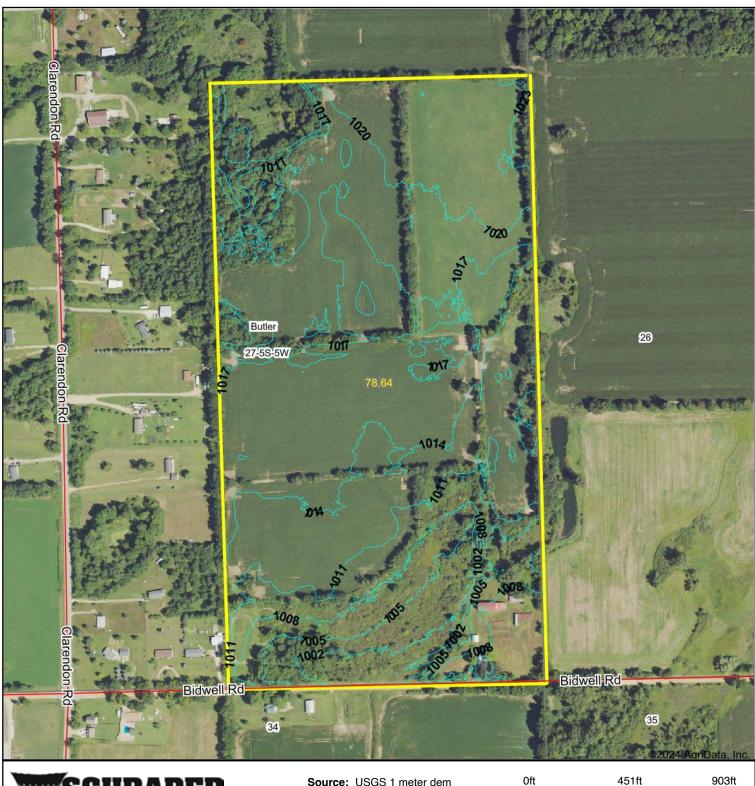




| Area Syr | mbol: MI023, Soil  | Area V | ersion: 21          |                            |                  |              |           |                         |                        |                                     |            |                |                          |                        |                       |
|----------|--|--------|---------------------|----------------------------|------------------|--------------|-----------|-------------------------|------------------------|-------------------------------------|------------|----------------|--------------------------|------------------------|-----------------------|
| Code     | Soil Description   | Acres  | Percent<br>of field | Non-Irr<br>Class<br>Legend | Non-Irr<br>Class | Irr<br>Class | Com<br>Bu | Corn<br>Irrigated<br>Bu | Corn<br>silage<br>Tons | Corn<br>silage<br>Irrigated<br>Tons | Oats<br>Bu | Soybeans<br>Bu | Soybeans<br>Irrigated Bu | Sugar<br>beets<br>Tons | Winter<br>wheat<br>Bu |
| 58       | Hillsdale-<br>Riddles fine<br>sandy loams, 2<br>to 6 percent<br>slopes | 28.98  | 36.9%               |                            | lle              | lle          | 100       | 175                     | 17                     | 27                                  | 80         | 35             | 55                       |                        | 40                    |
| 4B       | Oshtemo sandy<br>loam, 0 to 6<br>percent slopes                        | 22.12  | 28.1%               |                            | IIIs             | IIIs         |           |                         |                        |                                     |            |                |                          |                        |                       |
| 12A      | Teasdale fine<br>sandy loam, 0<br>to 3 percent<br>slopes               | 11.24  | 14.3%               |                            | llw              |              | 115       |                         | 19                     |                                     | 90         | 33             |                          | 19                     | 50                    |
| HgtahA   | Houghton<br>muck, 0 to 1<br>percent slopes                             | 5.31   | 6.8%                |                            | Vw               |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| 17       | Barry loam, 0 to<br>2 percent<br>slopes                                | 5.22   | 6.6%                |                            | llw              |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| AdraaA   | Adrian muck, 0<br>to 1 percent<br>slopes                               | 4.50   | 5.7%                |                            | Vw               |              |           |                         |                        |                                     |            |                |                          |                        |                       |
| 9A       | Matherton<br>sandy loam, 0<br>to 3 percent<br>slopes                   | 1.27   | 1.6%                |                            | llw              |              | 110       |                         | 18                     |                                     | 90         | 36             |                          | 19                     | 45                    |
|          |  |        | Weighte             | d Average                  | 2.66             | *-           | 55.1      | 64.5                    | 9.3                    | 9.9                                 | 43.8       | 18.2           | 20.3                     | 3                      | 22.6                  |

<sup>\*-</sup> Irr Class weighted average cannot be calculated on the current soils data due to missing data.

## **TOPOGRAPHY MAP-TRACTS 5 & 6**







Source: USGS 1 meter dem

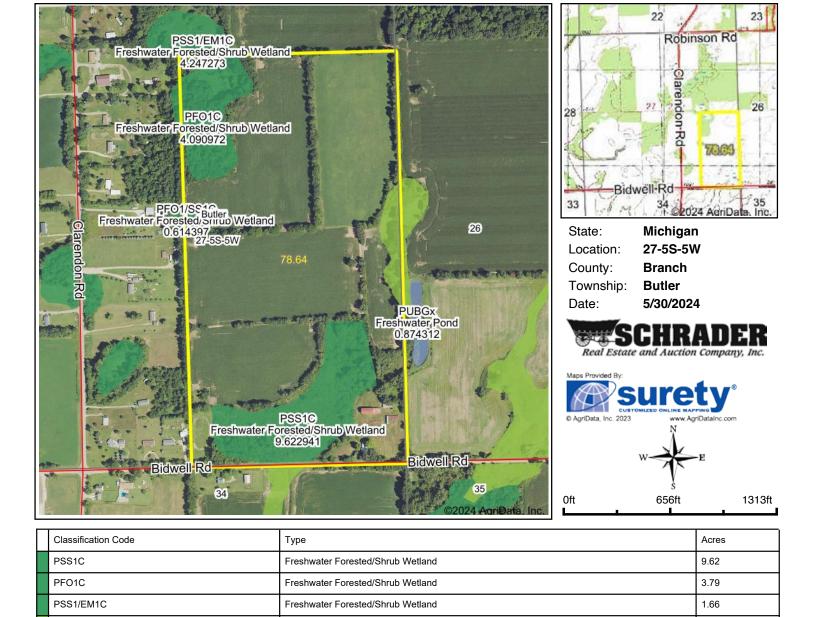
Interval(ft): 3.0 Min: 999.1 Max: 1,025.5 Range: 26.4 Average: 1,014.1 Standard Deviation: 5.31 ft

5/30/2024

27-5S-5W **Branch County** Michigan

Boundary Center: 42° 0' 13.31, -84° 52' 3.88

## WETLAND MAP - TRACTS 5 & 6



Data Source: National Wetlands Inventory website. U.S. Dol, Fish and Wildlife Service, Washington, D.C. http://www.fws.gov/wetlands/

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

PEM1C

PFO1/SS1C

1.60

0.36



# COUNTY TAX INFORMATION

#### **COUNTY TAX INFORMATION - TRACTS 1-4**

859 ELY RD QUINCY, MI 49082 (Property Address) Parcel Number: 040-025-100-020-00 Property Owner: SHIFFER, JOSEPH DEAN **Summary Information** > Assessed Value: \$478,952 | Taxable Value: \$164,416 > Property Tax information found > Building Department information found Owner and Taxpayer Information **Amount Due** Current Taxes: \$1,774.87 SHIFFER, JOSEPH SHIFFER, JOSEPH Owner Taxpayer Pay Now DEAN DEAN 859 ELY RD % JEFF SHIFFER 31 CORRAL RD **QUINCY, MI 49082** BELL CANYON, CA 91307 **Legal Description** SW 1/4 OF NE 1/4 ALSO NW 1/4 EXC N 1/2 OF NE 1/4 OF NW 1/4 ALSO EXC PAR 455 FT N & S BY 567 FT E & W IN NW COR OF NW 1/4 SEC 25 T5S R5W Other Information Recalculate amounts using a different Payment Date You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property. Enter a Payment Date 7/9/2024 Recalculate Tax History \*\*Note: On March 11 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit. Year Total Paid Total Due Season **Total Amount** Last Paid 2024 Summer \$1,774.87 \$0.00 \$1,774.87 Pav Now 2023 Winter \$2.989.01 \$0.00 \$2.989.01 \*\* Read Note(s) Above 2023 \$1,693.42 09/13/2023 Summer \$1,693.42 \$0.00 2022 Winter \$2,605.59 \$2,605.59 02/28/2023 \$0.00 2022 Summer \$1,612.78 \$1,612.78 08/16/2022 \$0.00 02/18/2022 2021 Winter \$2,625.15 \$2,625.15 \$0.00 2021 \$1.566.05 \$1.566.05 08/16/2021 \$0.00 Summer 2020 Winter 02/20/2021 \$2,633.48 \$2,633,48 \$0.00 2020 Summer \$1,546.56 \$1.546.56 08/20/2020 \$0.00 2019 Winter \$2,712.92 \$2,712.92 02/15/2020 \$0.00 07/10/2019 Summer \$1,517.73 \$1,517.73 \$0.00 Load More Years

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## **COUNTY TAX INFORMATION - TRACTS 5 & 6**

| 94 BIC  | per: 040-027-400-010-00   |  |  |  |  |                    |        |
|---|---|--|--|--|--|--------------------|--------|
| operty  | Owner: SHIFFER, JO  | SEPH DEAN  |  |  |  |                    |        |
| ummary<br>Assesse   | Information ad Value: \$235,813   Taxable Value g Department records found  |  | >  | Property Tax information for   | ound   |                    |        |
| Owner a   | and Taxpayer Informati  | on   |  |  | (  | Amount Due         | 1      |
|   |   |  |  |  |  | Current Taxes:     | \$940. |
| Owner SHIFFER, JOSEPH<br>DEAN<br>859 ELY RD<br>QUINCY, MI 49082   |   | )  | Taxpayer SHIFFER, JOSEPH DEAN % JEFF SHIFFER 31 CORRAL RD BELL CANYON, CA 91307  |  |  |                    | Pay No |
| Legal D   | Description   |  |  |  |  |                    |        |
| S 77 A. 0   | OF E 1/2 OF SE 1/4 SEC 27   | T5S R5W  |  |  |  |                    |        |
| Other Ir  | nformation  |  |  |  |  |                    |        |
| You car   | culate amounts using a n change your anticipat yment Date 7/9/2024  | <del>-</del>   | der to recalculat  | e amounts due as o   | the specified da   | te for this proper | ty.    |
| You can<br>nter a Pay   | n change your anticipat yment Date 7/9/2024   | ed payment date in or  | der to recalculat  |  |  | te for this proper | ty.    |
| You can<br>nter a Pay   | n change your anticipat yment Date 7/9/2024 tory  | ed payment date in or  | der to recalculat  |  |  | te for this proper | ty.    |
| You can there a Pay   | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0   | Recalculate  O AM, Summer and Winter   | der to recalculat  | ome ineligible for payme   | ent at the local unit.   | te for this proper | ty.    |
| You can nter a Pay  Tax His  + **  Year   | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0   | Recalculate  O AM, Summer and Winter  Total Amount   | er local taxes beco  | ome ineligible for payme   | ent at the local unit.  Total Due  |                    |        |
| You can there a Pay Tax Hist  | n change your anticipat yment Date 7/9/2024  story  Note: On March 11 at 12:0  Season Summer  | Recalculate  OO AM, Summer and Winte  Total Amount  \$940.57   | er local taxes becomer local taxes become solution and solution and solution are solution are solution and solution are so | ome ineligible for payme   | ent at the local unit.  Total Due \$940.57   | Pay Now            |        |
| You can there a Pay Tax Hist  Year 2024 2023  | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0  Season Summer Winter   | Recalculate  O AM, Summer and Winte  Total Amount  \$940.57  \$1,676.12  | er local taxes become solution and solution solu | ome ineligible for payme<br>Last Paid  | Total Due<br>\$940.57<br>\$1,676.12  | Pay Now            |        |
| You can ter a Pay Tax Hist  Year 2024 2023 2023   | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0  Season Summer Winter Summer  | Recalculate  OO AM, Summer and Winte  Total Amount \$940.57 \$1,676.12 \$897.41  | er local taxes become solution for the solution of the solutio | ume ineligible for payme  Last Paid  09/13/2023  | Total Due<br>\$940.57<br>\$1,676.12  | Pay Now            |        |
| You can there a Pay Tax Hist Year 2024 2023 2022  | n change your anticipat yment Date 7/9/2024  tory  Note: On March 11 at 12:0  Season Summer Winter Summer Winter Winter   | Recalculate  O AM, Summer and Winte  Total Amount \$940.57 \$1,676.12 \$897.41 \$1,596.33                              | er local taxes become solution for the solution of the solutio | Last Paid  09/13/2023 02/28/2023   | Total Due \$940.57 \$1,676.12 \$0.00 \$0.00  | Pay Now            |        |
| You can her a Pay Tax His Year 2024 2023 2022 2021  | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0  Season Summer Winter Summer Winter Summer Winter Summer Winter Summer Winter Summer Winter   | Total Amount \$940.57 \$1,676.12 \$897.41 \$1,596.33 \$854.68 \$1,599.79   | Total Paid \$0.00 \$0.00 \$897.41 \$1,596.33 \$854.68 \$1,599.79   | Dime ineligible for payme  Last Paid  09/13/2023  02/28/2023  08/16/2022  02/18/2022                         | **Total Due \$940.57 \$1,676.12 \$0.00 \$0.00 \$0.00 \$0.00  | Pay Now            |        |
| You can her a Pay Tax Hist  Year 2024 2023 2022 2022 2021 2021  | n change your anticipat yment Date 7/9/2024  tory  Note: On March 11 at 12:0  Season Summer Winter Summer Winter Summer Winter Summer Winter Summer Winter Summer   | Recalculate  O AM, Summer and Winte  Total Amount \$940.57 \$1,676.12 \$897.41 \$1,596.33 \$854.68 \$1,599.79 \$829.92 | Total Paid \$0.00 \$0.00 \$897.41 \$1,596.33 \$854.68 \$1,599.79 \$829.92  | Dime ineligible for payme  Last Paid  09/13/2023  02/28/2023  08/16/2022  02/18/2022  08/16/2021             | **Total Due \$940.57 \$1,676.12 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00   | Pay Now            |        |
| You can her a Pay You can her a Pay You can You can You can You you will you will you will you will you | n change your anticipat yment Date 7/9/2024  ttory  Note: On March 11 at 12:0  Season Summer Winter | Total Amount \$940.57 \$1,676.12 \$897.41 \$1,596.33 \$854.68 \$1,599.79 \$829.92 \$1,601.33                           | Total Paid \$0.00 \$897.41 \$1,596.33 \$854.68 \$1,599.79 \$829.92 \$1,601.33  | Demo ineligible for payme  Last Paid  09/13/2023  02/28/2023  08/16/2022  02/18/2022  08/16/2021  02/20/2021 | **Total Due **\$940.57 **\$1,676.12 **\$0.00 **\$0.00 **\$0.00 **\$0.00 **\$0.00 **\$0.00 **\$0.00 **\$0.00 **\$0.00 | Pay Now            |        |

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# **FSA INFORMATION**

## **FSA INFORMATION - TRACTS 1-4**

MICHIGAN BRANCH

USDA Ur

United States Department of Agriculture Farm Service Agency

FARM: 9807

Prepared: 7/2/24 9:04 AM CST

Crop Year: 2024

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record** 

Operator Name : JOSEPH DEAN SHIFFER

CRP Contract Number(s) : None

**Recon ID** : 26-023-2018-142

Transferred From : None
ARCPLC G//F Eligibility : Eligible

|                       | Farm Land Data        |                        |                  |                |         |      |           |                              |      |  |  |  |  |
|-----------------------|-----------------------|------------------------|------------------|----------------|---------|------|-----------|------------------------------|------|--|--|--|--|
| Farmland              | Cropland              | DCP Cropland           | DCP Cropland WBP |                | EWP WRP |      | Sugarcane | Farm Status Number Of Tracts |      |  |  |  |  |
| 174.31                | 108.99                | 108.99                 | 0.00             | 0.00           | 0.00    | 0.00 | 0.0       | Active                       | 1    |  |  |  |  |
| State<br>Conservation | Other<br>Conservation | Effective DCP Cropland |                  | Double Cropped |         | CRP  | MPL       | DCP Ag.Rel.<br>Activity      | SOD  |  |  |  |  |
| 0.00                  | 0.00                  | 108.9                  | 108.99           |                | 0.00    |      | 0.00      | 0.00                         | 0.00 |  |  |  |  |

| Crop Election Choice                          |       |      |  |  |  |  |  |  |
|---|-------|------|--|--|--|--|--|--|
| ARC Individual ARC County Price Loss Coverage |       |      |  |  |  |  |  |  |
| None  | SOYBN | CORN |  |  |  |  |  |  |

| DCP Crop Data |            |                                |           |     |  |  |  |  |  |  |
|---------------|------------|--------------------------------|-----------|-----|--|--|--|--|--|--|
| Crop Name     | Base Acres | CCC-505 CRP Reduction<br>Acres | PLC Yield | HIP |  |  |  |  |  |  |
| Corn          | 29.98      | 0.00                           | 91        | 0   |  |  |  |  |  |  |
| Soybeans      | 11.92      | 0.00                           | 26        | 0   |  |  |  |  |  |  |

TOTAL 41.90 0.00

NOTES

Tract Number : 22026

 Description
 : 05S05W 25 BUTLER

 FSA Physical Location
 : MICHIGAN/BRANCH

 ANSI Physical Location
 : MICHIGAN/BRANCH

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : JOSEPH DEAN SHIFFER

Other Producers : None

**Recon ID** : 26-023-2006-90

|           | Tract Land Data |              |      |      |      |      |           |  |  |  |  |
|-----------|-----------------|--------------|------|------|------|------|-----------|--|--|--|--|
| Farm Land | Cropland        | DCP Cropland | WBP  | EWP  | WRP  | GRP  | Sugarcane |  |  |  |  |
| 174.31    | 108.99          | 108.99       | 0.00 | 0.00 | 0.00 | 0.00 | 0.0       |  |  |  |  |

**26** Page: 1 of 2

#### **FSA INFORMATION - TRACTS 1-4**

MICHIGAN BRANCH

Form: FSA-156EZ

USDA

United States Department of Agriculture Farm Service Agency

FARM: 9807

Prepared: 7/2/24 9:04 AM CST

Crop Year: 2024

**Abbreviated 156 Farm Record** 

#### Tract 22026 Continued ...

| State<br>Conservation | Other<br>Conservation | Effective DCP Cropland | Double Cropped | CRP  | MPL  | DCP Ag. Rel Activity | SOD  |
|-----------------------|-----------------------|------------------------|----------------|------|------|----------------------|------|
| 0.00                  | 0.00                  | 108.99                 | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00 |

| DCP Crop Data |            |                             |           |  |  |
|---------------|------------|-----------------------------|-----------|--|--|
| Crop Name     | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |  |  |
| Corn          | 29.98      | 0.00                        | 91        |  |  |
| Soybeans      | 11.92      | 0.00                        | 26        |  |  |

TOTAL 41.90 0.00

#### NOTES

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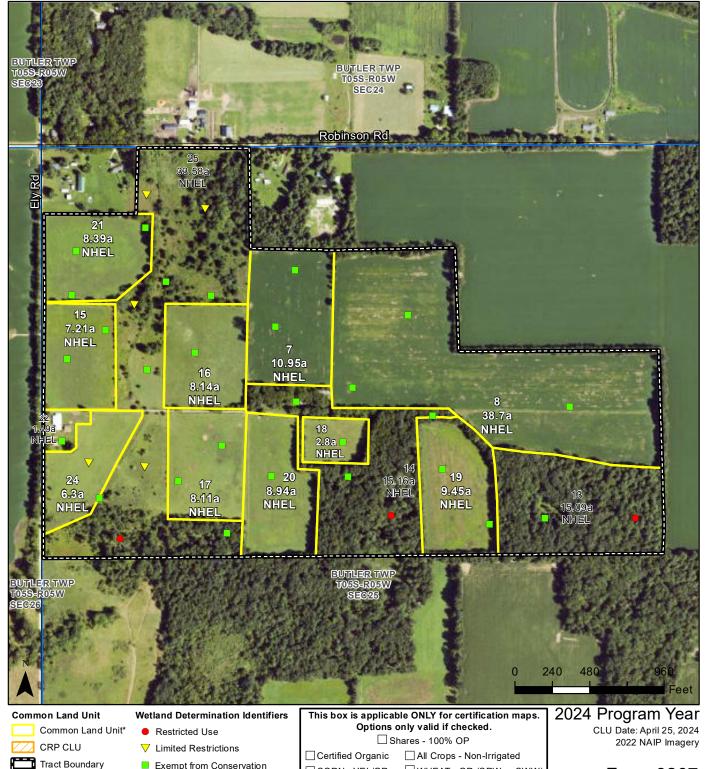
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## **FSA INFORMATION - TRACTS 1-4**

**Branch County, Michigan** 

| Name: | Share: |
|-------|--------|
| Name: | Share: |
| Name: | Share: |



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☐ CORN - YEL/GR

SOYS - COM/GR

☐ DRY BEANS - DE

☐ WHEAT - GR (SRW or SWW)

ALFALFA - FG or GZ

MIXFG - FG or GZ

Farm **9807** 

Tract 22026

**Exempt from Conservation** 

Compliance Provisions

Areas of Concern

Section Lines

**Gropland** vs Noncropland

## **FSA INFORMATION - TRACTS 5 & 6**

MICHIGAN BRANCH

USDA Fa

United States Department of Agriculture Farm Service Agency

FARM: 9806

Prepared: 7/2/24 9:03 AM CST

Crop Year: 2024

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record** 

Operator Name : JOSEPH DEAN SHIFFER

CRP Contract Number(s) : None

**Recon ID** : 26-023-2018-142

Transferred From : None
ARCPLC G//F Eligibility : Eligible

| Farm Land Data        |                       |               |          |          |         |      |           |                         |                     |
|-----------------------|-----------------------|---------------|----------|----------|---------|------|-----------|-------------------------|---------------------|
| Farmland              | Cropland              | DCP Cropland  | WBP      | EWP      | WRP     | GRP  | Sugarcane | Farm Status             | Number Of<br>Tracts |
| 78.69                 | 54.12                 | 54.12         | 0.00     | 0.00     | 0.00    | 0.00 | 0.0       | Active                  | 1                   |
| State<br>Conservation | Other<br>Conservation | Effective DCP | Cropland | Double ( | Cropped | CRP  | MPL       | DCP Ag.Rel.<br>Activity | SOD                 |
| 0.00                  | 0.00                  | 54.12         | 2        | 0.       | 00      | 0.00 | 0.00      | 0.00                    | 0.00                |

| Crop Election Choice |            |                     |  |  |
|----------------------|------------|---------------------|--|--|
| ARC Individual       | ARC County | Price Loss Coverage |  |  |
| None                 | SOYBN      | CORN                |  |  |

| DCP Crop Data |            |                                |           |     |  |
|---------------|------------|--------------------------------|-----------|-----|--|
| Crop Name     | Base Acres | CCC-505 CRP Reduction<br>Acres | PLC Yield | HIP |  |
| Corn          | 16.31      | 0.00                           | 91        | 0   |  |
| Soybeans      | 6.49       | 0.00                           | 26        | 0   |  |

TOTAL 22.80 0.00

NOTES

Tract Number : 1227

 Description
 : 05S05W 27 BUTLER

 FSA Physical Location
 : MICHIGAN/BRANCH

 ANSI Physical Location
 : MICHIGAN/BRANCH

BIA Unit Range Number :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : JOSEPH DEAN SHIFFER

Other Producers : None Recon ID : None

| Tract Land Data |          |              |      |      |      |      |           |
|-----------------|----------|--------------|------|------|------|------|-----------|
| Farm Land       | Cropland | DCP Cropland | WBP  | EWP  | WRP  | GRP  | Sugarcane |
| 78.69           | 54.12    | 54.12        | 0.00 | 0.00 | 0.00 | 0.00 | 0.0       |

## **FSA INFORMATION - TRACTS 5 & 6**

MICHIGAN BRANCH

Form: FSA-156EZ

Tract 1227 Continued ...

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 9806

Prepared: 7/2/24 9:03 AM CST

Crop Year: 2024

| State<br>Conservation | Other<br>Conservation | Effective DCP Cropland | Double Cropped | CRP  | MPL  | DCP Ag. Rel Activity | SOD  |
|-----------------------|-----------------------|------------------------|----------------|------|------|----------------------|------|
| 0.00                  | 0.00                  | 54.12                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00 |

| DCP Crop Data |            |                             |           |  |  |  |
|---------------|------------|-----------------------------|-----------|--|--|--|
| Crop Name     | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |  |  |  |
| Corn          | 16.31      | 0.00                        | 91        |  |  |  |
| Soybeans      | 6.49       | 0.00                        | 26        |  |  |  |

TOTAL 22.80 0.00

#### NOTES

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## **FSA INFORMATION - TRACTS 5 & 6**

| USDA   | United States<br>Department of<br>Agriculture | Branch County, Michi  | igan                                 | Name:   | Share:Share:   |
|--|---|---|--------------------------------------|---|--|
|  |   | 10<br>7.42a<br>NHEL   | 1<br>13.37a<br>NHEL                  | Name:  6 12.52a NHEL  | EUILER TWP<br>TUOSS-ROSW<br>SEG23                                      |
|  |   | UTLER TWP<br>T05S-R05W<br>SEG27  4 1.1a NHEL  Bidwell Rd  | 14.48a<br>NHEL<br>3<br>8.94a<br>NHEL | 3.71a<br>NHEL<br>16<br>17.15a<br>NHEL   |  |
| N  | F.  | BUTLER TWP<br>T059-R05W<br>SEG34  |                                      |   | BUTLER TWP<br>175 T053505W 700<br>SE035 Feet                           |
| CRP  | mon Land Unit*<br>CLU<br>t Boundary           | <ul> <li>Wetland Determination Identifiers</li> <li>■ Restricted Use</li> <li>✓ Limited Restrictions</li> <li>■ Exempt from Conservation Compliance Provisions</li> </ul> | Options o                            | ole ONLY for certification maps. only valid if checked. hares - 100% OP All Crops - Non-Irrigated WHEAT - GR (SRW or SWW) | 2024 Program Year CLU Date: April 25, 2024 2022 NAIP Imagery Farm 9806 |
| Section Sectin Section Section Section Section Section Section Section Section | Noncropland                                   | Areas of Concern  | ☐SOYS - COM/GR                       | ☐ ALFALFA - FG or GZ  | Tract <b>1227</b>  |

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# LEAD BASED PAINT

## **LEAD BASED PAINT - TRACT 2**

Property address: 859 Ely Rd., Quincy, MI 49082

#### 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

|     |                 | d-based paint hazards is recommended p  | rior to purchase.  | ient of inspection |  |  |  |  |  |
|-----|-----------------|---|--|--------------------|--|--|--|--|--|
| Sel | ler's Disclo    | osure   |  |                    |  |  |  |  |  |
| (a) | Presence        | of lead-based paint and/or lead-based   | d paint hazards (check (i) or (ii) below):                                     |                    |  |  |  |  |  |
|     | (i)             | 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 a       | and reports available to the seller (che  | ck (i) or (ii) below):   |                    |  |  |  |  |  |
|     | (i)             |   | h all available records and reports perthazards in the housing (list documents |                    |  |  |  |  |  |
|     | (ii) _ <b>✓</b> | Seller has no reports or records perta hazards in the housing.  | ining to lead-based paint and/or lead-b  | pased paint        |  |  |  |  |  |
| Pu  | rchaser's A     | Acknowledgment ( <mark>initial)</mark>  |  |                    |  |  |  |  |  |
| (c) |                 | Purchaser has received copies of all in   | nformation 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)             |   |  |                    |  |  |  |  |  |
|     | (ii)            | waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. |  |                    |  |  |  |  |  |
| Ag  | ent's Ackn      | owledgment (initial)  |  |                    |  |  |  |  |  |
| (f) | - K-2           | Agent has informed the seller of the saware of his/her responsibility to ens  | seller's obligations under 42 U.S.C. 485<br>ure compliance.                    | 2d and is          |  |  |  |  |  |
| Cei | tification      | of Accuracy   |  |                    |  |  |  |  |  |
| The | following       |   | ove and certify, to the best of their knowled                                  | dge, that the      |  |  |  |  |  |
| (   | OccaSigned by:  | 6/14/2024   |  |                    |  |  |  |  |  |
| Se  | Jeffrey Shiffer | Date  | Seller   | Date               |  |  |  |  |  |
|     | chaser          | Date<br>6/15/2024   | Purchaser  | Date               |  |  |  |  |  |

Agent

Date

Date

А \_\_емерориясоннего...

## **LEAD BASED PAINT - TRACT 5**

Property address: 1094 Bidwell, Quincy, MI 49082

#### 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.

|     |  | id-based paint hazards is recommended p  |  | ssessificiti of inspection |  |  |  |
|-----|--|--|--|----------------------------|--|--|--|
| Sel | ler's Disclo                             | osure  |  |                            |  |  |  |
| (a) | Presence                                 | of lead-based paint and/or lead-based  | d paint hazards ( <mark>check (i) or (ii) bel</mark> e | ow):                       |  |  |  |
|     | (i)                                      | Known lead-based paint and/or lead-<br>(explain).  | -based paint hazards are present i                     | n the housing              |  |  |  |
|     | (ii)                                     | Seller has no knowledge of lead-base   | d paint and/or lead-based paint ha                     | azards in the housing.     |  |  |  |
| (b) | Records a                                | and reports available to the seller <mark>(che</mark>  | ck (i) or (ii) below):                                 |                            |  |  |  |
|     | (i)                                      | Seller has provided the purchaser wit based paint and/or lead-based paint  |  |                            |  |  |  |
|     | (ii)                                     | Seller has no reports or records perta<br>hazards in the housing.  | ining to lead-based paint and/or I                     | ead-based paint            |  |  |  |
| Pu  | rchaser's A                              | Acknowledgment <mark>(initial)</mark>  |  |                            |  |  |  |
| (c) |  | Purchaser has received copies of all i   | nformation listed above.                               |                            |  |  |  |
| (d) |  | Purchaser has received the pamphlet  | Protect Your Family from Lead in You                   | ur Home.                   |  |  |  |
| (e) | Purchase                                 | r 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)                                     | i) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.   |  |                            |  |  |  |
| Ag  | ent's Ackn                               | owledgment (initial)   |  |                            |  |  |  |
| (f) | - K-2                                    | Agent has informed the seller of the aware of his/her responsibility to ens  |  | . 4852d and is             |  |  |  |
| Ce  | rtification                              | of Accuracy  |  |                            |  |  |  |
|     |  | parties have reviewed the information ab<br>ey have provided is true and accurate.   | ove and certify, to the best of their kr               | nowledge, that the         |  |  |  |
| (   | —onnower<br>Jeffrey Sluiffer             | 6/14/2024  |  |                            |  |  |  |
| Se. | Personciaceria                           | Date   | Seller   | Date                       |  |  |  |
|     | rchaser  Docublished by:  Festive Sordan | Date<br>6/15/2024  | Purchaser  | Date                       |  |  |  |
| A   | 6847329860A1473                          | Date   | Agent  | Date                       |  |  |  |



# **PRELIMINARY TITLE**



Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

#### **NOTICE**

**IMPORTANT—READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Bv:

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance[ issued by (insert First American Title Insurance Company or Agent name here)\_\_\_\_\_\_\_]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[ and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

This page is only a part of a 2021 ALTA Commitment for Title Insurance[ issued by (insert First American Title Insurance Company or Agent name here)\_\_\_\_\_\_\_]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[ and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- i. comply with the Schedule B, Part I—Requirements;
- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

This page is only a part of a 2021 ALTA Commitment for Title Insurance[ issued by (insert First American Title Insurance Company or Agent name here)\_\_\_\_\_\_\_]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[ and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

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

Issuing Agent: Branch County Abstract & Title, Inc.
Issuing Office: 22 Tibbits Plaza, Coldwater, Michigan 49036

Issuing Office's ALTA® Registry ID:

Loan ID no.:

Commitment Number: **60488** Issuing Office File Number: **60488** 

Property Address: 859 Ely Rd., Quincy, Michigan 49082

Revision Number:

#### **SCHEDULE A**

1. Commitment Date: 06/19/2024 at 5 PM

- 2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy

Proposed Insured: TO BE DETERMINED

Proposed Amount of Insurance: \$

The estate or interest to be insured: Fee Simple.

b. 2021 ALTA® Loan Policy

Proposed Insured:

Proposed Amount of Insurance: \$ without exceptions
The estate or interest to be insured: Fee Simple.

- 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: Estate of Joseph Dean Shiffer, Branch County Probate Court File No. 23-36572 DE, Jeffrey Shiffer appointed Personal Representative.
- 5. The Land is described as follows: See Attached Exhibit A.

Branch County Abstract & Title, Inc.
Agency Name

Authorized Countersignature

FIRST AMERICAN TITLE INSURANCE COMPANY

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

#### **EXHIBIT A**

File No.: 60488

Land in the Township of Butler, Branch County, Michigan.

The Northwest quarter, EXCEPT the North 20 acres of the East half of said Northwest quarter ALSO EXCEPT Beginning at the Northwest corner of Section 25, thence Easterly 567 feet, thence South 455 feet, thence Westerly 567 feet, thence Northerly along said section line to the place of beginning, all being in Section 25, Town 5 South, Range 5 West, Butler Township, Branch County, Michigan.

ALSO the Southwest quarter of the Northeast quarter of Section 25, Town 5 South, Range 5 West, Butler Township, Branch County, Michigan.

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

#### 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. (Documents to be listed below)
- 5. Pay unpaid taxes and assessments unless shown as paid.

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

#### **SCHEDULE B, PART II—Exceptions**

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
- 6. Taxes and assessments not due and payable at Commitment Date.
- 7. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.

  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.
- 8. Rights of the public and/or any governmental unit in any part thereof taken, deeded, and/or being used for street, road or highway purposes.

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

9. Tax Code Number: 12-040-025-100-020-00

2023 Summer Taxes are paid. (amount \$1,693.42)

2023 Winter Taxes are delinquent in the amount of \$2,989.01 plus interest & penalty.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY, AND NO LIABILITY IS TAKEN FOR THE ACCURACY OF SAID INFORMATION.

Special Assessments: Warren Brook 20 of \$29.52 & \$223.62, included in the Winter Tax.

2023 Tax Value: \$156,587.00 2023 Sev's: \$406,351.00

Principal Residence Exemption - 100%, (Property Class Agricultural Improved and Quincy Community School District) per 2023 Tax Records (subject to change at any time)

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

#### **NOTICE**

**IMPORTANT—READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Bv:

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by (insert First American Title Insurance Company or Agent name here)\_\_\_\_\_\_\_]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Commitment for Title Insurance Michigan - 2021 v. 01.00 (07-01-2021)

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- i. comply with the Schedule B, Part I—Requirements;
- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

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The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

Issuing Agent: Branch County Abstract & Title, Inc.
Issuing Office: 22 Tibbits Plaza, Coldwater, Michigan 49036

Issuing Office's ALTA® Registry ID:

Loan ID no.:

Commitment Number: **60487** Issuing Office File Number: **60487** 

Property Address: 1094 Bidwell Rd., Quincy, Michigan 49082

**Revision Number:** 

#### **SCHEDULE A**

- 1. Commitment Date: 06/19/2024 at 5PM
- 2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy

Proposed Insured: TO BE DETERMINED

Proposed Amount of Insurance: \$

The estate or interest to be insured: Fee Simple.

b. 2021 ALTA® Loan Policy

Proposed Insured:

Proposed Amount of Insurance: \$ without exceptions The estate or interest to be insured: Fee Simple.

- 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: Estate of Joseph Dean Shiffer, Branch County Probate Court File No. 23-36572 DE, Jeffrey Shiffer appointed Personal Representative.
- 5. The Land is described as follows: See Attached Exhibit A.

Branch County Abstract & Title, Inc.
Agency Name

Authorized Countersignature

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#### **EXHIBIT A**

File No.: 60487

Land in the Township of Butler, Branch County, Michigan.

The East half of the Southeast quarter of Section 27, EXCEPT 3 acres off the North end thereof, Town 5 South, Range 5 West, Butler, Branch County, Michigan.

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#### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

- 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. (Documents to be listed below)
- 5. Pay unpaid taxes and assessments unless shown as paid.

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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 by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
- 6. Taxes and assessments not due and payable at Commitment Date.
- 7. Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property executed by Joseph Dean Shiffer, dated May 29, 2007 and recorded on June 7, 2007 in Document Number 2007-04463, in the Branch County Register's Office.
- 8. Easement in favor of Consumers Power Company for Right of Way recorded in Liber 201 of Deeds on Page 375, Branch County Records.
- 9. Easement in favor of General Telephone Company of Michigan for Right of Way recorded in Liber 466 on Page 106, Branch County Records.
- Rights of the public and/or any governmental unit in any part thereof taken, deeded, and/or being used for street, road or highway purposes.

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- 11. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.

  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.
- 12. Tax Code Number: 12-040-027-400-010-00

2023 Summer Taxes are paid. (amount \$897.41)

2023 Winter Taxes are delinquent in the amount of \$1,676.12 plus interest & penalty.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY, AND NO LIABILITY IS TAKEN FOR THE ACCURACY OF SAID INFORMATION.

Special Assessments: None

2023 Tax Value: \$82,982.00 2023 Sev's: \$204,988.00

Principal Residence Exemption - 85%, (Property Class Agricultural Improved and Quincy Community School District) per 2023 Tax Records (subject to change at any time)

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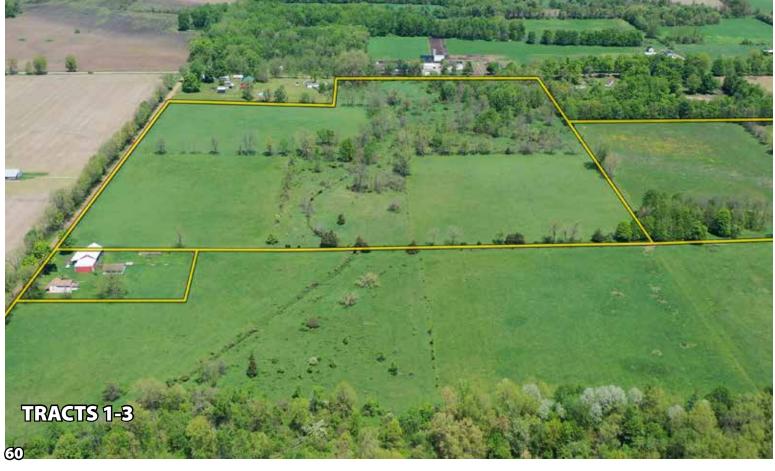




























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