



11812 Brooks Trail, Beulah, MI 49617

**5 Acre Vacant Land
Real Estate Auction**

**BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CES, AMM

Auctioneer/Broker

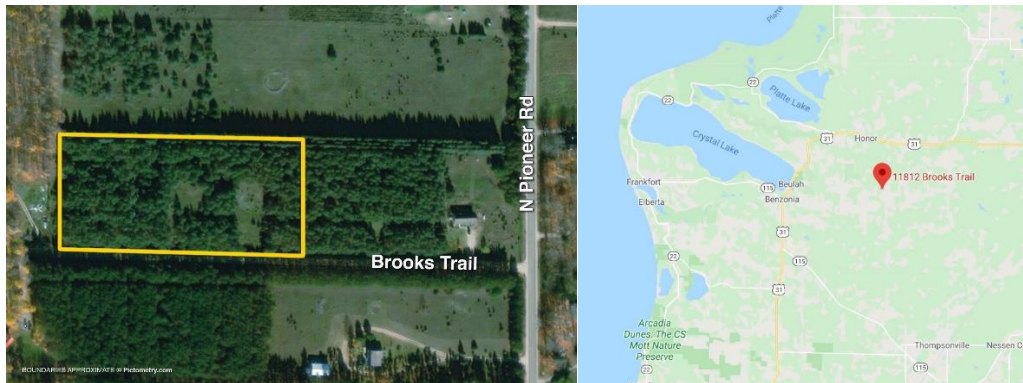
517-927-5028

Real Estate Auction

5 Acre Vacant Land

*****ONLINE BIDDING ONLY*****

11812 Brooks Trail, Beulah, MI 49617



Online Bidding Closes: Wed, Sep 2 @ 7:00 PM

**Please visit the property to conduct your own inspection.
No formal Open Houses are scheduled.**

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctions.com

Brad Stoecker (Auctioneer/Broker)

517-927-5028

Info@EpicAuctions.com



Real Estate Auction Terms

Bidding Soft Closes at 7 PM, Wed, Sep 2

Commonly referred to as: **11812 Brooks Trail, Beulah, MI 49617**

There will be no formal open houses for this auction. Please visit on your own.

General Terms

- The selling price of this property shall be determined by competitive bidding via online only auction.
- It is the Bidder's responsibility to read and fully understand all Terms and Conditions and property information prior to bidding.
- This auction is to be conducted by Epic Auctions and Estate Sale, LLC, hereinafter referred to as Auctioneer or Auction Company, on behalf of the owners of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all its agents, employees, representatives, officers, owners, members, or directors.
- Auctioneer is not responsible for acts or representations of Seller.
- Auctioneer reserves the right to update the Terms and Conditions and any property information at any time. Those will be effective immediately upon posting and the Bidder will be bound by those updated Terms and Conditions.
- The act of bidding shall constitute Bidder's acceptance of these Terms and Conditions in whole and individually. If any individual Term or Condition is later found to be unenforceable, Bidder agrees that all remaining Terms and Conditions shall remain valid and in full effect.
- Epic Auctions and Estate Sale, LLC, is acting solely in the role of Seller's Agent and are not acting as Agents of any potential Buyer and owe no fiduciary responsibility to anyone other than the Seller.
- Auction company staff and Seller's family members may bid on their own behalf with the intent to purchase and take possession of the property.
- Auction company reserves the right to bid on behalf of the seller up to any reserve amount.
- All bidders are encouraged to inspect the property to their full satisfaction. If the Bidder is not satisfied with the condition of the property or they have any reservations about the bidding process, they are encouraged to discuss this with the auctioneer until they are satisfied or refrain from bidding.
- Any information provided in auction advertisements and bidder information packets was obtained from sources believed to be accurate but are subject to verification by any parties relying on such information. No liability for accuracy, errors, or omissions is assumed by Auction Company or Seller.
- Seller Disclosures for this property will not be provided as the Seller is a non-occupant fiduciary administering the settlement of the decedent's estate.

Real Property Information

- All properties are sold subject to any existing matters of record, all easements, and local zoning regulations.
- This property is sold “as-is” with no expressed or implied warranty provided by either Auctioneer or Seller.
- Specific property information is available either at the Epic Auctions and Estate Sales website or via email by request. Please read the property information on the listing and request a Bidder Information Packet.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- Property has had items and trash left on the property that will be the responsibility of the new owner to remove if desired. Neither the Estate nor the auction company are responsible for any items remaining on the property, any issues related to any of those items, or any costs associated with any cleanup. Auction company has not inspected this property.
- Bidder is expected to read and understand all available information regarding the property and to perform their own due diligence to be fully informed about the property prior to bidding.

Registration

- All bidders must provide their full legal name, mailing address, phone number, email address, and valid credit card information to register.
- All bidder identities will be verified to the satisfaction of the auction company. Any party that cannot be fully identified will have their bidder registration suspended and any bidding activity will be deleted.
- All bidders must be 18 years of age as of the date of bidder registration.
- Online bidder registration requires the submission of valid credit card information to be registered for a unique username and password.
- Online bidder identities will be kept confidential except to Auction Company staff and Seller.
- Auction company reserves the right to request proof of funds for the Earnest Money Deposit.
- Auction Company reserves the right to waive any or all registration requirements.
- Auction Company reserves the right to decline any registration or ban any registered bidder at any time.

Online Bidding

- Bidding will be conducted online via online only auction.
- Soft close means bidding will extend until no bids are submitted during the extended bidding period.
- If after we say a lot has closed there is determined to have been an internet service interruption or online bidding software interruption in the final 2 hours of bidding, Auctioneer reserves the right to re-open the lot for further bidding. However, if there is no internet outage or service interruption, then we will consider “closed” to mean “Sold”. Auction Company will contact the final bidder to confirm the lot is sold.
- Neither Auctioneer nor Seller are responsible for failure of Auction Company computer systems, Bidder’s computer system malfunctions, failure of Bidder to receive email notifications, vendor platform failures, internet connections, or any other event that prevents Bidder from bidding or Epic from receiving said bids.

Buyers Premium

- There will be a **Ten Percent (10%)** Buyers Premium charged for this auction. This amount will be added to Bidder’s final bid to determine the final sales price.
 - As an example: If the Bidder’s final bid is \$100,000, the 10% buyer’s premium will be added to this amount to arrive at the final offer price of \$110,000. This final offer price will be the final price on which all transfer taxes and title insurance policies will be based.

Contract Signing

- The high bidder, at the conclusion of the auction event, will receive a phone call confirming their final bid.
- The high bidder must meet with Auctioneer within 24-hours of the end of the auction to complete and sign the Purchase Agreement and deliver their earnest money deposit.

Earnest Money/Down Payment/Deposit for Real Property

- **\$2,500** deposit in the form of a certified bank check or wire transfer will be deposited with Auction Company within **24 hours** after the completion of the auction. Winning bidders that fail to submit the fully executed Contract and earnest money deposit will be considered in default.
- Earnest money is 100% non-refundable.
- Remaining balance to be paid in full on or before 45 days after the auction at closing.

Buyer Financing

- Terms are Cash or Conventional Financing Only.
- There are no contingencies for financing, appraisals, repairs, or inspections or any other requirements that may be required by the mortgage company.
- Bidder is expected to have any needed pre-approvals in place for a mortgage, if necessary, prior to bidding.
- Proof of adequate funds for Earnest Money Deposit may be required at Auctioneer's discretion.

Closing

- All closing costs will be paid by the Buyer including title insurance, recording fees, title fees, and transfer taxes.
- Seller will execute a warranty deed conveying the property to Buyer at closing.
- Title Company and closing location will be selected by Seller.
- Buyer must close within 45 calendar days from the close of the auction.
- Seller will have up to 90 days from the date of official notice from the title company to clear any title defects that may be discovered prior to closing.
- Taxes will be prorated to the date of closing.
- Any outstanding mortgages will be paid by the estate prior to closing.
- Any closing that is delayed beyond 45 days without the written authorization of Seller and Auction Company due to any actions or inactions of Buyer or anyone working on behalf of Buyer, including lenders, inspectors, appraisers, etc., will cause Buyer to be considered to be in breach of contract. Buyer will forfeit all earnest money deposits and will be held responsible for any costs incurred by either Auction Company or Seller from the resale of the property.

Disputes

- In the event of any dispute regarding the auction and subsequent transfer of this property, all legal claims will be properly filed in Eaton County, in the State of Michigan.

The information contained in this document is subject to verification by all parties relying on it. Though every effort has been made to gather accurate and correct information, neither the Seller nor Epic Auctions & Estate Sales assumes any liability for its accuracy, and/or any errors or omissions. Conduct of the auction and increments of bidding are solely at the 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 person's credentials, fitness, etc. All decisions of the Auctioneer are final.

Sale shall include 100% of the mineral, oil, water, and gas rights that may be owned by the Seller.

Neither Epic Auctions & Estate Sales nor the seller will discriminate because of Race, Creed, Color, National Origin, Sex, Marital Status, Age, Handicap, or families with children.

Epic Auctions & Estate Sales is acting only as the Seller's Agent regarding the sale of this property.

Epic Auctions & Estate Sales
11040 Ransom Hwy
Dimondale, MI 48821
517-927-5028



Purchase Agreement

Dated: _____

1. BUYER, _____, hereinafter called "BUYER", whose address is _____, offers to buy from SELLER, _____ hereinafter called "SELLER", the following real property located in the City/Town/Village of **Beulah**, County of **Benzie**, State of Michigan, legally described as:

Township of Homestead, County of Benzie, State of Michigan Part of the East 3/4 of the North 1/2 of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 28, T26N, R14W, Homestead Township, Benzie County, Michigan and more fully described i Certificate of Survey by R. Max Harris, Registered Land Surveyor, No. 25845, dated December 9, 1999, File No. 99-4392 as follows: Commencing at the Northeast corner of said Section 28; thence South along the East Section line and Pioneer Road 991.59 feet; thence North 88°03'45" West 663.36 feet to the point of beginning; thence continuing North 88°03'45" West 660.00 feet; thence North 00°07'34" East 331.31 feet; thence South 88°02'05" East 660.00 feet; thence South 00°07'27" West 330.81 feet to the point of beginning.

Subject to and privileged by a 33 foot wide private, non-exclusive easement for ingress-egress and the construction and maintenance of private and public utilities and more fully described as: Commencing at the Northeast corner of said Section 28; thence South along the East Section line and Pioneer Road 991.59 feet to the South line of said 33 foot wide eaement and point of beginning of said easement; thence North 88°03'45" West along said South line 1326.36 feet to the point of ending of said easement.

More Commonly Known As: **11812 Brooks Trail, Beulah, MI** Parcel No.: **05-001-467-00**

This property is sold subject to any and all existing building and use restrictions, zoning ordinances and easements, if any. The property includes all buildings: GAS, OIL AND MINERAL RIGHTS WHICH MAY BE OWNED BY SELLER, all attached fixtures.

2. The sales price will be \$_____.

3. METHOD OF PAYMENT: **ALL FUNDS MUST BE PAID IN THE FORM OF A WIRE TRANSFER.**

4. FINANCING: This purchase is not contingent upon Purchaser obtaining financing. There are no Buyer's Contingencies. Earnest money deposit is 100% non-refundable unless title is not transferable.

5. PRORATED ITEMS: Interest, rents, association fees, insurance if assigned, will be current and prorated to the date of Closing.

6. SPECIAL ASSESSMENTS and TAXES:

- SPECIAL ASSESSMENTS which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the SELLER.
- TAXES will be treated as if they cover the calendar year in which they become a lien. TAXES which become a lien in years prior to year of Closing will be paid by SELLER without proration. TAXES which become a lien in year of Closing will be prorated so that SELLER will pay taxes from the first of the year to closing date and BUYER will pay taxes for balance of year, including day of Closing. If any bill for taxes is not issued as of the date of closing, the then current S.E.V. and tax rate and any administrative fee will be substituted and prorated.

Buyer Initials _____

7. CLOSING COSTS

- a. BUYER WILL PAY FOR all closing costs including all transfer taxes, title insurance, recording fees, etc.
- b. SELLER WILL PAY any outstanding assessments or taxes owed up to the date of closing.

8. TITLE. If defects exist, SELLER will have 90 days after receiving written notice to remedy the defects. After the 90 days, SELLER will refund the deposit in full termination of the contract if unable to remedy the defects.

9. BUYER AND SELLER ACKNOWLEDGE THAT EPIC AUCTIONS & ESTATE SALES, LLC IS ONLY ACTING AS THE SELLER'S AGENT.

10. ATTORNEY. BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents and to determine that the terms of this contract have been met. Initial either a. or b. below:

- a. _____ Documents and transaction to be reviewed by:
 - i. Attorney Name: _____
 - ii. Attorney Address: _____
 - iii. Attorney Phone Number: _____
- b. _____ Buyer waives the review by an attorney.

11. SALE must be closed within 45 days. Seller reserves the right to extend the date of closing related to issues with the estate.

12. OCCUPANCY. The SELLER will deliver, and the BUYER will accept possession of the property at Closing. If the SELLER occupies the property, it will be vacated no later than the date of Closing.

13. AUCTION TERMS: BUYER ACKNOWLEDGES THAT THEY ARE BOUND BY THE AUCTION TERMS AND CONDITIONS THAT WERE PROVIDED AND AGREED TO PRIOR TO REGISTERING TO BID. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT IT "AS IS" AND IN ITS PRESENT CONDITION WITH ANY DEFECTS NOTED OR NOT NOTED AND AGREES THAT THERE ARE NO ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT AS SPECIFIED HEREIN.

14. INSPECTION: Buyer acknowledges that this property has not been inspected in any way by either the Estate or the Auction Company and that they are accepting this property in its current condition. Neither the Estate nor the Auction Company are responsible for anything left on the property, any issues related to any of those items, or any costs associated with cleanup or removal.

15. SELLER'S DISCLOSURE. SELLER'S DISCLOSURE. Seller is exempt from providing a written Seller's Disclosure pursuant to Section 565.953(d) of the Michigan Seller Disclosure Act 92 of 1993. Seller is a non-occupant fiduciary administering the settlement of the decedent's estate.

16. BUYER DEPOSITS **\$2,500** showing BUYER'S good faith will be deposited in Auctioneer's trust account and will apply as part of the purchase price. If title is not marketable or insurable, this deposit is to be refunded. In the event of default by BUYER, all deposits made may be forfeited as liquidated damages at SELLER's election; or SELLER may retain such deposits as part of payment of the purchase price and pursue his/her legal or equitable remedies against BUYER. If there is default by either party and the deposit is forfeited, the deposit will be transferred to the escrow agent's trust account for distribution.

17. BUYER AND SELLER agrees that any dispute related to this contract shall be submitted to mediation. This mediation shall be according to the National Association of Realtors (NAR) rules and procedures of the Homesellers/Homebuyers Dispute Resolution System. If the parties cannot reach a binding agreement in mediation, they have the right to use other legal remedies.

18. BUYER will not assign this Agreement without written consent of SELLER.

19. Make Deed to: (Please Print) _____

Buyer Initials _____

The Buyer has read, fully understands, and approves the foregoing offer.

Dated: _____

Buyer: _____

Buyer: _____

Seller acknowledges receipt of Buyer's written offer and accepts it as presented.

Dated: _____

Seller: _____

Seller: _____

Epic Auctions and Estate Sales, LLC acknowledges receipt of Buyer's earnest money deposit in the amount of \$2,500 in accordance with the terms provided herein.

Dated: _____

Auctioneer: _____
Bradley A. Stoecker, Owner/Auctioneer/Broker

Buyer Initials _____



ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY: Old Republic National 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, Old Republic National Title Insurance Company (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 Policy Amount 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.

ATA NATIONAL TITLE GROUP, LLC

Paul C. Anast

BY: PAUL C. ANAST
AUTHORIZED SIGNATORY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

Mark A. Bilyeu

President

Attest

David Wold

Secretary

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Issued by
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 1600 Abbot Road, Suite 201
East Lansing, MI 48823
Ph:(517) 333-3982 Fax:(517) 333-6534
ALTA® Universal ID: 1033513
Issuing Office File Number: 10-20713036-ELN
Property Address: 11812 Brook's Trail, Beulah, MI 49617
Revision Number:

1. Commitment Date: May 28, 2020, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured:
 - (b) ALTA® LOAN POLICY WITHOUT STANDARD EXCEPTIONS **TBD**
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
Estate of Jonathan W. Drury

The interest of K & O Development, Inc. a Michigan Corporation by reason of Quit Claim Deed recorded in Liber 385, Page 339
The interest of Jay Demorest and Billie Jo Demorest, husband and wife by reason of Land Contract recorded in Liber 388, Psgr 1189
5. The land referred to in this commitment is situated in the Township of Homestead, County of Benzie, State of Michigan, as follows:
SEE EXHIBIT A

ATA National Title Group, LLC



By: Paul C. Anast
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: Township of Homestead, County of Benzie, State of Michigan

Part of the East 3/4 of the North 1/2 of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 28, T26N, R14W, Homestead Township, Benzie County, Michigan and more fully described i Certificate of Survey by R. Max Harris, Registered Land Surveyor, No. 25845, dated December 9, 1999, File No. 99-4392 as follows: Commencing at the Northeast corner of said Section 28; thence South along the East Section line and Pioneer Road 991.59 feet; thence North 88°03'45" West 663.36 feet to the point of beginning; thence continuing North 88°03'45" West 660.00 feet; thence North 00°07'34" East 331.31 feet; thence South 88°02'05" East 660.00 feet; thence South 00°07'27" West 330.81 feet to the point of beginning.

Subject to and privileged by a 33 foot wide private, non-exclusive easement for ingress-egress and the construction and maintenance of private and public utilities and more fully described as: Commencing at the Northeast corner of said Section 28; thence South along the East Section line and Pioneer Road 991.59 feet to the South line of said 33 foot wide eaement and point of beginning of said easement; thence North 88°03'45" West along said South line 1326.36 feet to the point of ending of said easement.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. Discharge of the equity line/future advance/revolving line of credit mortgage executed by K & O Development Inc. to The Honor State Bank dated June 15, 2001 and recorded June 21, 2001 in Liber 393, Page 522, in the original amount of \$12,500.00.

NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:

PRE-CLOSING:

- a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Suspension and Request for Payoff Statement" form ("**Freeze Letter/Payoff**" form) at least five (5) business days before the closing date.
- b) Delivery by the Company of the executed Freeze Letter/Payoff form to the current mortgagee at least five (5) business days before the closing date by fax or email.
- c) Retention by the Company of a copy of the Freeze Letter/Payoff form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
- d) Receipt by the Company of the Payoff Statement from the current mortgagee.

CLOSING:

- e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).
 - f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:
 - i) fax or email, at the time of disbursement, and
 - ii) overnight mail, immediately following disbursement.
 - g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
6. Jonathan W. Drury shown in Schedule A, Paragraph 3 herein, acquired title by deed given by the Benzie County

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Treasurer, which acquired title by virtue of non-payment of delinquent taxes. Therefore submit evidence satisfactory to the Company that all parties with an interest in the subject property received notice of the tax foreclosure or record either (1) a deed or release from said party(ies) eliminating their interest, or (2) proper judgment by a court of competent jurisdiction eliminating to the satisfaction of the company the interest of said party(ies). **OR**

7. Submit to the Company a satisfactory FORECLOSURE DUE PROCESS CERTIFICATION certified by Tax Title Services and certifying that the conveyance of the land by Tax Deed dated September 13, 2017, recorded September 13, 2017 in Instrument Number 2017R-03913 to Jonathan W. Drury (GRANTEE), named in Item 3, Schedule A, vested insurable title in the grantee and that all State statutory foreclosure and State and Federal due process requirements were met to terminate the rights, title and interests of K & O Development Inc. a Michigan Corporation and Jay Demorest and Billie Jo Demorest, husband and wife (foreclosed taxpayer). **OR**
8. Deed from K & O Development Inc. a Michigan Corporation to Estate of Jonathan W. Drury.
9. Deed from Jay Demorest and Billie Jo Demorest, husband and wife to Estate of Jonathan W. Drury.
10. Information supplied to the Company indicates that Jonathan W. Drury is deceased.
11. Record a certified copy of the Death Certificate of Jonathan W. Drury.
12. Information, either furnished to the company or disclosed by the records indicates that Jonathan W. Drury is deceased. Properly initiate proceedings probating the above mentioned estate and cause to be filed there in.
13. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.

14. PAYMENT OF TAXES: Tax Parcel No.: 05-001-467-00

2019 Winter Taxes in the amount of \$358.54 are PAID

2019 Summer Taxes in the amount of \$114.40 are PAID

Special Assessments: NONE

- 2019 State Equalized Value: \$12,500.00
- 2019 Taxable Value: \$11,000.00
- 2019 Principal Residence Exemption: 0.0%
- School District: 10015

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims 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 thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
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 theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and 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 homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Easement to Consumers Energy recorded in Liber 489, Page 797.
9. Easements and the terms, conditions and provisions thereof which are recited in Agreement for Maintenance of Private Road recorded in Liber 405, Page 370.
10. Rights of others for ingress and egress over the easement reflected in the legal description to be insured herein.
11. Subject property abuts a private road easement which is not required to be maintained by the Board of County Road Commissioners of the County of Benzie.
12. Ingress and Egress to the Land is by means of a private road which is subject to the rights of others to use said road and which is not required to be maintained by any governmental agency.

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 countersignature 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 Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be 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:

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- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
- (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 and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
8. PRO-FORMA POLICY
- 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 pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. ARBITRATION
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

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PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Old Republic National Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**

11812 BROOK'S TRAIL (PVT) (Property Address)

Parcel Number: 07-028-001-21

No Images Found

Property Owner: DEMOREST, JAY**Summary Information**

> Assessed Value: \$11,000 | Taxable Value: \$11,000

> Property Tax information found

Parcel is Vacant**Owner and Taxpayer Information**

Owner	DEMOREST, JAY DEMOREST, BILLIE JO 1813 FRANCIS ST JACKSON, MI 49203-4247	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2014

Property Class	VACANT	Unit	07 Homestead Township
School District	BENZIE CENTRAL	Assessed Value	\$11,000
MAP #	No Data to Display	Taxable Value	\$11,000
USER NUMBER IDX	1	State Equalized Value	\$11,000
USER ALPHA 1	No Data to Display	Date of Last Name Change	12/29/2014
USER ALPHA 3	No Data to Display	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
USER ALPHA 2	No Data to Display	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	-
2014	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2013	\$11,000	\$11,000	\$11,000
2012	\$11,000	\$11,000	\$11,000
2011	\$11,000	\$11,000	\$11,000

Land Information

Zoning Code		Total Acres	5.000
Land Value	\$22,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	RURAL	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

COM AT NE COR OF SEC S 991.59 FT N 88 DEG 03' 45" W 666.36 FT TO POB CONT N 88 DEG 03' 45" W 660 FT N 00 DEG 07' 34" E 331.13 FT S 88 DEG 02' 05" E 660 FT S 00 DEG 07' 27" W 330.81 FT TO POB ESMNT SEC 28 T26N R14W 5 A M/L PARCEL "B" SRVY SPLIT FROM 028-001-20 FOR 2000 LDA 1/00 P.A. 11815

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	<i>Not Available</i>
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	No
Split Number	0	Courtesy Split	No
Parent Parcel	07-028-001-20		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
04/20/2001	\$23,500.00	LC	K & Q DEVELOPMENT, INC	DEMOREST, JAY	ARM'S LENGTH 2	388/1189	

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