



**4089 Hunt Road
Lapeer, MI 48446**

**Residential
Real Estate Auction
BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CAI, AARE, AMM, CES, CMA

Auctioneer & Real Estate Broker

517-927-5028

Real Estate Auction

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

4089 Hunt Rd, Lapeer, MI 48446



Online Bidding Soft Closes:

Wednesday, May 7 @ 7:00 PM

Public Home Tours:

Thursday, May 1: 4 PM to 6 PM

Sunday, May 4: 11 AM to 1 PM

Features:

- 1,000+/- Sq-Ft Lakefront Cottage
- 3 Bedrooms & 1 Full Baths
- Waterfront on Lake Nepessing
- 100 Feet of Lake Frontage with Dock
- Whole Home Backup Generator
- 2-Story Building Added in 2020
- Many Recent Upgrades
- Hardwood Floors
- Expansive Deck for Entertainment
- Two Firepits

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 starting at 7 Pm, Tuesday, May 7, 2025

Commonly referred to as **4089 Hunt Rd. Lapeer, MI 48446**

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 Sales, 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 of 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 Sales, LLC, is acting solely in the role of Seller's Agent and will not act as Agent of any potential Buyer and owes 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, if applicable.
- Bidders are encouraged to attend an Open House 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 prior to the auction until they are satisfied or refrain from bidding.
- Bidders are permitted to bring professional inspectors to the open houses.
- 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.
- Representation by a Buyer Agent is not required for bidders to participate in the auction process, but Agents are welcome to assist Buyers with the process in accordance with the registration document posted on the Epic website.

Real Property Information

- Official square footage from the tax assessor's website.
- 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 on the Epic Auctions and Estate Sales website. Please read the property information on the listing.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- 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.
- A Buyer's Agent may NOT register to bid on behalf of any buyer.
- Buyer's Agents may assist buyers in understanding the auction process but must NOT place bids, register accounts, or act on behalf of any buyer.
- All bidders must register and place bids under their own legal name and account.
- All bidders must be 18 years of age as of the date of bidder registration.
- Online bidder identities will be kept confidential except to the 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

- All bidding will take place exclusively online through the designated auction platform. No in-person or phone bidding is available.
- Soft Close: If a bid is placed within the final minutes of the auction, the bidding period will automatically extend until no additional bids are placed during the extension.
- Auction Closing: The auction will officially close when the countdown timer reaches 00:00 (zero), provided no new bids have been placed in the final moments.
- If an internet outage, platform failure, or system malfunction occurs within the final two hours of bidding, the Auctioneer reserves the right to:
 1. Reopen bidding for the affected lot(s), or
 2. Extend the auction closing time at their sole discretion.
- The highest bidder at the time of closure will be contacted for confirmation before the auction is officially finalized.
- Neither Epic Auctions & Estate Sales, LLC, nor the Seller are responsible for:
 - Auction platform malfunctions.
 - Bidder's device, software, or internet issues.
 - Failure of the bidder to receive email or system notifications.
 - Any other technical disruptions that may prevent a bidder from participating.
- Bidders are strongly encouraged to place their bids early and ensure they have a stable internet connection to avoid last-minute issues.

Buyer's Premium

- There will be a **Ten Percent (10%)** Buyer's 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 sale price of \$110,000. This final sale price will be the final price on which all transfer taxes and title insurance policies will be based.
- If the winning bidder is properly represented by a Buyer's Agent, an additional 2% Buyer's Premium, based on the final high bid amount, will be added to the sales price. This will be paid to the Buyer's Agent pursuant to the requirements in the Broker Registration Form.

Earnest Money/Down Payment/Deposit for Real Property

- A **\$25,000 non-refundable deposit** is required within 24 hours after the auction via wire transfer or certified bank cashier's check.
- Failure to submit the deposit and sign the Purchase Agreement within 24 hours will result in default, and the property may be offered to the next highest bidder.
- **Earnest money is 100% non-refundable.**
- Earnest money will be held by Auctioneer until closing.
- Remaining balance is to be paid in full within 30 calendar days after the auction at closing.

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. Signing may be done electronically.

Buyer Financing

- Terms are **Cash or Conventional Financing Only (No FHA, MSHDA, VA, etc).**
- There are **no** contingencies for financing, appraisals, repairs, or inspections or any other requirements that may be required by the Buyer's 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.
- Closing will be handled by Midstate Title from their East Lansing office. There will be no split closings. Closings can be handled remotely as needed.
- **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 pro-rated to the date of 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 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 prevent 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 against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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



EPIC AUCTIONS and ESTATE SALES, LLC SALES OFFER

Dated: **May 7, 2025**

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

Part of Section 14, Town 7 North, Range 9 East, commencing 890.80 feet South and North 46°11' East 166.13 feet and North 60°43' East 60.23 feet from the West 1/4 Post; thence North 47°02' East 25.07 feet; thence North 27°36' West 116.78 feet; thence North 11°23' East 25 feet; thence North 78°37' West 12 feet; thence South 6°43' West 23.13 feet; thence North 73°54' West 31.50 feet; thence South 8°38' West 69.25 feet; thence South 20°35' East 101.80 feet; thence North 60°43' East 60.23 feet to beginning. Also known as the Westerly part of Lot 3, the Southerly part of Lot 11 and all of Lot 12 of Hunt Park. Also, all land between same and the low water mark of Nepessing Lake. Part of the Southwest 1/4 of Section 14, Town 7 North, Range 9 East, Elba Township, Lapeer County, Michigan, and described as beginning at a point South 484.45 feet and South 85°45' East 112.87 feet and South 8°38' West 18 feet from the West 1/4 corner of said Section 14; thence South 73°54' East 31.5 feet; thence South 9°23' West 79.37 feet; thence South 6°43' West 23.13 feet; thence North of West 31.50 feet on a line parallel with the opposite boundary of the land hereby conveyed; thence North 8°38' East to the place of beginning. Also known as part of Lot 11 of the unrecorded plat of Hunt Park. Together with an easement for right of ingress and egress over and across the following described land: Beginning on the West line of Section South 484.45 feet and South 85°45' East 112.87 feet from the West 1/4 corner of Section 14, Town 7 North, Range 9 East, Elba Township, Lapeer County, Michigan; thence North 46°32' East 74.90 feet; thence North 56°59' East 202.0 feet; thence South 72°49' East 120 feet to the center of County Road; thence South 8°02' West 12 feet; thence North 78°59' West 118.93 feet; thence South 55°28' West 179.05 feet; thence South 20°02' West 114.23 feet; thence South 11°23' West 35.70 feet; thence North 78°37' West 12 feet; thence North 9°23' East 79.37 feet; thence North 73°54' West 31.50 feet; thence North 8°38' East 18 feet to the place of beginning.

More Commonly Known As: **4089 Hunt Rd, Lapeer, MI 48446** Parcel #: **008-014-039-01.**

This property is sold subject to any and all existing building and use restrictions, zoning ordinances, easements (if any), and the rules and regulations of the Homeowners Association (HOA) governing the community. The property includes all buildings; gas, oil, and mineral rights which may be owned by Seller; and all attached fixtures.

EXCEPTIONS OR ADDITIONS: None.

2. The sales price will be: \$ _____.

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

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.

Buyer Initials _____

6. SPECIAL ASSESSMENTS and TAXES:

- a. 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.
- b. 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 the 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 pro-rated.

7. CLOSING

- 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.
- c. Closing will be handled by ATA National Title Group. Closings can be handled remotely.

8. TITLE. If defects exist, SELLER will have 90 days after receiving written notice to remedy the defect(s). If SELLER is unable to cure defects within 90 days, BUYER may either: (a) terminate the contract and receive a full refund of the deposit; or (b) extend the period for remediation at BUYER's discretion.

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

10. SALE must be closed within 45 calendar days. Seller reserves the right to extend the closing date by up to 15 additional calendar days if necessary to resolve title, financing, or closing document issues, provided Buyer is notified in writing.

11. 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.

12. 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.

13. SELLER'S DISCLOSURE. BUYER acknowledges that a SELLER'S Disclosure Statement has been provided, unless exempt under Michigan law.

14. BUYER DEPOSIT: **\$25,000** showing BUYER'S good faith will be deposited with the Auctioneer Company and will apply at closing 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, SELLER shall have the option to either: (a) retain the deposit as liquidated damages, thereby terminating any further liability of BUYER; or (b) pursue legal or equitable remedies, in which case the deposit will be applied toward any damages awarded.

15. BUYER AND SELLER agree 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.

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

17. Seller shall maintain property insurance until the date of closing. If the property is materially damaged prior to closing, Buyer may either: (a) proceed with the purchase and receive any insurance proceeds; or (b) terminate this contract and receive a full refund of the deposit.

18. Make Deed to _____ (This can be adjusted prior to closing.)

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 **\$25,000** in accordance with the terms provided herein.

Dated: _____

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

Buyer Initials _____

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Stewart Title Guaranty 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, Stewart Title Guaranty 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 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.

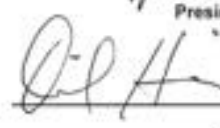
ATA NATIONAL TITLE GROUP, LLC



BY: PAUL C. ANAST
AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY




Frederick H. Eppinger
President and CEO

David Hissey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 44-25950015-ELN
Property Address: 4089 Hunt Rd, Lapeer, MI 48446
Revision Number:

SCHEDULE A

1. Commitment Date: March 21, 2025, 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 at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Kurt Deimer
5. The Land is described as follows: Situated in the Township of Elba, County of Lapeer, State of Michigan

SEE EXHIBIT A

ATA National Title Group, LLC

By: Paul C. Anast
AUTHORIZED SIGNATORY

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Exhibit "A"

The Land is described as follows: Situated in the Township of Elba, County of Lapeer, State of Michigan

Part of Section 14, Town 7 North, Range 9 East, commencing 890.80 feet South and North 46°11' East 166.13 feet and North 60°43' East 60.23 feet from the West 1/4 Post; thence North 47°02' East 25.07 feet; thence North 27°36' West 116.78 feet; thence North 11°23' East 25 feet; thence North 78°37' West 12 feet; thence South 6°43' West 23.13 feet; thence North 73°54' West 31.50 feet; thence South 8°38' West 69.25 feet; thence South 20°35' East 101.80 feet; thence North 60°43' East 60.23 feet to beginning. Also known as the Westerly part of Lot 3, the Southerly part of Lot 11 and all of Lot 12 of Hunt Park. Also, all land between same and the low water mark of Nepessing Lake.

Part of the Southwest 1/4 of Section 14, Town 7 North, Range 9 East, Elba Township, Lapeer County, Michigan, and described as beginning at a point South 484.45 feet and South 85°45' East 112.87 feet and South 8°38' West 18 feet from the West 1/4 corner of said Section 14; thence South 73°54' East 31.5 feet; thence South 9°23' West 79.37 feet; thence South 6°43' West 23.13 feet; thence North of West 31.50 feet on a line parallel with the opposite boundary of the land hereby conveyed; thence North 8°38' East to the place of beginning. Also known as part of Lot 11 of the unrecorded plat of Hunt Park. Together with an easement for right of ingress and egress over and across the following described land: Beginning on the West line of Section South 484.45 feet and South 85°45' East 112.87 feet from the West 1/4 corner of Section 14, Town 7 North, Range 9 East, Elba Township, Lapeer County, Michigan; thence North 46°32' East 74.90 feet; thence North 56°59' East 202.0 feet; thence South 72°49' East 120 feet to the center of County Road; thence South 8°02' West 12 feet; thence North 78°59' West 118.93 feet; thence South 55°28' West 179.05 feet; thence South 20°02' West 114.23 feet; thence South 11°23' West 35.70 feet; thence North 78°37' West 12 feet; thence North 9°23' East 79.37 feet; thence North 73°54' West 31.50 feet; thence North 8°38' East 18 feet to the place of beginning.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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.
6. PAYMENT OF TAXES: Tax Parcel No.: 008-014-039-01

2024 Winter Taxes in the amount of \$6,050.41 (BASE) are DELINQUENT, Includes \$387.00 for Delinquent Utility, \$353.43 for 24-28 Nep Weeds, and \$164.97 for Lake Nepessing (See Below for Payoff)

2024 Summer Taxes in the amount of \$1,620.95 (BASE) are DELINQUENT (See Below for Payoff)

2024 Delinquent Taxes in the amount of \$8,234.73 (April Payoff) & \$8,312.42 (May Payoff) are DUE

Special Assessments: \$1,413.72 DUE for 24-28 Nep Weeds

Utility Bill: DUE in the amount of \$369.00 for the services from 01/01/2025 - 03/31/2025

- 2024 State Equalized Value: \$168,900.00
- 2024 Taxable Value: \$168,900.00
- 2024 Principal Residence Exemption: 0%
- School District: 44010

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. 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.
8. Any and all covenants, easements, restrictions, outstanding oil, gas and mineral rights or rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin.
9. Rights of others for ingress and egress over the easement reflected in the legal description to be insured herein.
10. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Lake Nepressing.

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11. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Lake Nepressing Lake.
12. Easement to Elba Township recorded in Liber 690, Page 477.
13. Easement to Elba Township recorded in Liber 690, Page 479.
14. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law 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; and
- 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 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.

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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 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 closing, settlement, escrow, or any other purpose.

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.

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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.

10. 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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

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4089 HUNT RD LAPEER, MI 48446 (Property Address)

Parcel Number: 008-014-039-01

No Images Found

Property Owner: DEIMER KURT

Summary Information

> Assessed Value: \$158,200 | Taxable Value: \$25,705

> Property Tax information found

Owner and Taxpayer Information

Owner	DEIMER KURT 4143 LONGVIEW DR LAPEER, MI 48446	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2023

Property Class	401 RESIDENTIAL-IMPROVED	Unit	008 ELBA TWP 44-08
School District	LAPEER COMMUNITY SCHOOLS	Assessed Value	\$158,200
MAP #	No Data to Display	Taxable Value	\$25,705
USER NUMBER IDX	0	State Equalized Value	\$158,200
TOTAL ACRES	Not Available	Date of Last Name Change	01/09/2024
WOODS	Not Available	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
YR APPR	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	
2023	0.0000 %	

Previous Year Information

Year	MBOR Assessed	Final SEV	
2022	\$83,700	\$83,700	
2021	\$76,300	\$76,300	
2020	\$78,200	\$78,200	

Land Information

Zoning Code	0	Total Acres	Not Available
Land Value	Not Available	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	No Data to Display	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

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

Legal Description

SEC 14 T7N R9E COM 484.45 FT S OF W 1/4 POST TH S 85 DEG 45' E 112.87 FT & S 8 DEG 38' W 18 FT TO BEG TH S 73 DEG 54' E 31.50 FT S 9L S 6 DEG 43' W 23.13 FT TH WLY TO A PT S 8 DEG 38' W 102.50 FT FROM BEGINNING POINT TH N 8 DEG 38' E 102.50 FT TO BEG KNOWN AS N OF HUNT PARK. ALSO COM 890.80 FT S & N 46 DEG 11' E 166.13 FT & N 60 DEG 43' E 60.23 FT FROM W 1/4 POST, TH N 47 DEG 02' E 25.07 F W 116.78 FT, TH N 11 DEG 23' E 25 FT, TH N 78 DEG 37' W 12 FT, TH S 6DEG 43' W 23.13 FT, TH N 73 DEG 54' W 31.50 FT, TH S 8 DEG 38' W 6' DEG 35' E 101.80 FT, TH N 60 DEG 43' E 60.23 FT TO BEGINNING, KNOWN AS WLY PART OF LOT 3, THE SLY PART OF LOT 11, & ALL OF LOT 12 ALSO ALL LAND BETWEEN SAME & LOW WATER MARK OF NEPESSING LAKE. COMBINATION 11/3/2015

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale
12/01/2023	\$300,000.00	WD	TONG GARY L	DEIMER KURT	03-ARM'S LENGTH

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General Information for 2024 Winter Taxes

School District	44010
Taxable Value	\$168,900
Property Class	401 - Res
Tax Bill Number	Not Available
Last Payment Date	No Data to Display
Base Tax	\$6,046.88
Admin Fees	\$3.53
Interest Fees	\$176.46
Total Tax & Fees	\$6,226.87

PRE/MBT	0.0000%
Assessed Value	\$168,900
Last Receipt Number	No Data to Display
Number of Payments	Not Available
Base Paid	\$0.00
Admin Fees Paid	\$0.00
Interest Fees Paid	\$0.00
Total Paid	\$0.00

Tax Bill Breakdown for 2024 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
MCF	0.317000	\$53.54	\$0.00
SENIORS	0.388500	\$65.61	\$0.00
VETERANS	0.185000	\$31.24	\$0.00
GLTA	0.240100	\$40.55	\$0.00
LAPEER LIBRARY	0.858600	\$145.01	\$0.00
LAPEER ISD	2.778100	\$469.22	\$0.00
LAPEER OPER	18.000000	\$3,040.20	\$0.00
LAPEER DEBT	2.650000	\$447.58	\$0.00
TOWNSHIP TAX	1.312300	\$221.64	\$0.00
ELBA FIRE DEPT	1.398800	\$236.25	\$0.00
LAPEER EMS	0.874400	\$147.68	\$0.00
LAW	1.438500	\$242.96	\$0.00
DLQ UTILITY	0.000000	\$387.00	\$0.00
24-28 Nep Weeds	0.000000	\$353.43	\$0.00
LAKE NEPESSING	0.000000	\$164.97	\$0.00
Admin Fees		\$3.53	\$0.00
Interest Fees		\$176.46	\$0.00
30.441300		\$6,226.87	\$0.00

General Information for 2024 Summer Taxes

School District	44010
Taxable Value	\$168,900
Property Class	401 - Res
Tax Bill Number	Not Available
Last Payment Date	No Data to Display
Base Tax	\$1,620.95
Admin Fees	\$0.00
Interest Fees	\$145.89
Total Tax & Fees	\$1,766.84

PRE/MBT	0.0000%
Assessed Value	\$168,900
Last Receipt Number	No Data to Display
Number of Payments	Not Available
Base Paid	\$0.00
Admin Fees Paid	\$0.00
Interest Fees Paid	\$0.00
Total Paid	\$0.00

Tax Bill Breakdown for 2024 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
SET	6.000000	\$1,013.40	\$0.00
COUNTY	3.597100	\$607.55	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$145.89	\$0.00
9.597100		\$1,766.84	\$0.00

