



# ALBRECHT AUCTION SERVICE, L.L.C.

Serving the Area Since 1954

875 State Road • P.O. Box 50 • Vassar, MI 48768  
(989) 823.8835 • (800) 882.5359 • FAX (989) 823.2543  
Website: [www.BidNow.us](http://www.BidNow.us) • E-mail: [info@BidNow.us](mailto:info@BidNow.us)

Attention:

The sellers are adding a **deed restriction** to not allow construction by their residence on Fordney Rd. which is 'Parcel 2' on the survey.

It will be worded on the purchase agreement and deed to not allow roads, driveways or buildings within 150' of the South property line of their residence on Fordney Rd.

Please call if you have any questions and ask for Dave or Jeff.



MEMBER MICHIGAN AND NATIONAL AUCTIONEERS ASSOCIATIONS





*First American Title*<sup>TM</sup>

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Mid-State Title Services, Inc.  
 Issuing Office: 117 S Main Street, Vassar, MI 48768  
 Issuing Office's ALTA® Registry ID: 1020445  
 Loan ID No.:  
 Commitment No.: 210003  
 Issuing Office File No.: 210003  
 Property Address: V/L FORDNEY, HEMLOCK, MI 48626  
 Revision No.:

### SCHEDULE A

1. Commitment Date: January 19, 2021 at 08:00 AM
2. Policy to be issued:
  - (a)  ALTA® Policy  
 Proposed Insured: INFORMATIONAL COMMITMENT  
 Proposed Policy Amount:
  - (b)  ALTA® Policy  
 Proposed Insured:  
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
 LEEA. HUBBELL and GLORIA HUBBELL, HUSBAND AND WIFE
5. The Land is described as follows:  
 See Schedule C attached hereto and made a part hereof.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:


*[Signature]*  
Mid-State Title Services, Inc.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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.*

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AMERICAN  
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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 210003

**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. Pay unpaid taxes and assessments unless shown as paid.
6. THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY AND HAS NO INSURABLE INTEREST.
7. RECORD QUALIFIED AGRICULTURAL AFFIDAVIT.
8. NOTE: Defect, 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 of interest or mortgage thereon covered by this Commitment.

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**SCHEDULE B**  
(Continued)

Commitment No.: 210003

**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. 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 Record 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. Easements and rights-of-way for public utilities of record or in use.
8. Building and use restrictions and other terms, covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate state or federal law, disclosed by instrument recorded in Liber 1359, Pages 631-635, Saginaw County Records.
9. Highway Easement in favor of Saginaw County Road Commission as disclosed in Liber 1359, Pages 631 and 635, Saginaw County Records. Route to be over the North 33 feet of subject property.
10. Reservation of easement for field drain tile and drain basin as disclosed in Liber 1969, Page 1180, Saginaw County Records.
11. Right-of-Way in favor of Saginaw County Drain Commissioner for Hubbell Drain as shown on Survey recorded as instrument 2020015178, Saginaw County Records. Route to be as located.
12. Except all oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said oil, gas and other minerals.
13. Rights of tenants in possession.

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**SCHEDULE B**  
(Continued)


Commitment No.: 210003

14. Rights of the public, and/or any governmental unit in and to that portion of above captioned property, if any, taken or used for road purposes.
15. Taxes and Special Assessments which constitute a lien, but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
16. TAX INFORMATION NOTE:  
Tax Code: 22-12-2-12-3001-000  
2019 and Prior: PAID  
2020: JULY \$2083.55 PAID  
2020: DECEMBER \$6478.20 NOT PAID  
Tax Code: 22-12-2-12-3003-003  
2019 and Prior: PAID  
2020: JULY \$551.78 PAID  
2020: DECEMBER \$1784.92 NOT PAID  
ADDRESS: VL FORDNEY RD./FROST RD.

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule C</b>	

Commitment No.: 210003

The land is described as follows:

TOWNSHIP OF RICHLAND, COUNTY OF SAGINAW, STATE OF MICHIGAN

A parcel of land situated in the Southwest 1/4 of Section 12, Town 12 North, Range 2 East, described as: Beginning at the Southwest corner of Section 12; thence North 00°00'03" East, 1315.28 feet along the West section line to the South 1/8 line; thence North 88°49'12" East, 468.00 feet along the South 1/8 line; thence North 00°00'03" East, 321.00 feet parallel with the West section line; thence South 88°49'12" West, 468.00 feet parallel with the South 1/8 line to the West section line; thence North 00°00'03" East, 994.28 feet along the West section line to the East-West 1/4 line; thence North 88°50'19" East, 1185.25 feet along the East-West 1/4 line; thence South 00°00'03" West, 280.05 feet parallel with the West section line; thence North 88°50'19" East, 389.06 feet parallel with the East-West 1/4 line; thence North 00°00'03" East, 280.05 feet parallel with the West section line to the East-West 1/4 line; thence North 88°50'19" East, 1100.14 feet along the East-West 1/4 line to the North-South 1/4 line; thence South 00°00'27" East, 2628.83 feet along the North-South 1/4 line to the South section line; thence South 88°48'05" West, 1661.68 feet along the South section line; thence North 14°38'03" East, 277.50 feet; North 20°42'08" West, 198.31 feet; thence North 50°54'09" West, 378.74 feet; thence South 00°00'03" West, 474.00 feet; thence thence South 88°48'05" West, 169.18 feet parallel with the South section line; thence South 00°00'03" West, 225.00 feet to the South section line; thence South 88°48'05" West, 550.00 feet along the South section line to the point of beginning.

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*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

### 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 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.

***First American Title Insurance Company***

Dennis J. Gilmore, President      Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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## 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.

### 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:
  - (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.

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**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 *less than the certain dollar amount set forth in any applicable arbitration clause*, 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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