



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

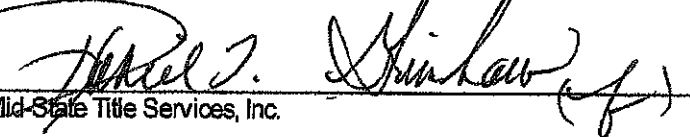
**Transaction Identification Data for reference only:**

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.: 210419  
 Issuing Office File No.: 210419  
 Property Address: V/L.S. MURRAY RD, MAYVILLE, MI 48744  
 Revision No.:

### SCHEDULE A

1. Commitment Date: September 7, 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:  
 J & M HUNTER FARMS, INC.
5. The Land is described as follows:  
 See Schedule C attached hereto and made a part hereof.

### FIRST AMERICAN TITLE INSURANCE COMPANY


By:   
 Michael J. Kinklaw  
 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  
 LAND TITLE  
 ASSOCIATION



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<b>Schedule BI &amp; BII</b>	

Commitment No.: 210419

**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. FURNISH INSURER A CERTIFIED COPY OF A RESOLUTION BY THE BOARD OF DIRECTORS OF J & M HUNTER FARMS, INC. AUTHORIZING THE SALE OF SUBJECT PROPERTY AND SETTING FORTH THE OFFICERS OF SAID CORPORATION WHO HAVE BEEN AUTHORIZED TO EXECUTE THE CONVEYANCE.
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.: 210419

**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. 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.
9. 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.
10. 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.
11. **TAX INFORMATION NOTE:**  
Tax Code: 005-009-000-0900-00  
2020 and Prior: PAID  
2020: DECEMBER \$369.42 PAID  
2021: JULY \$219.18 PAID  
ADDRESS: V/L S. MURRAY RD. SEV: 111,0000

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

Commitment No.: 210419

The land is described as follows:

TOWNSHIP OF DAYTON, COUNTY OF TUSCOLA, STATE OF MICHIGAN

The West 1/2 of the Southwest 1/4 of Section 9, Town 11 North, Range 10 East, EXCEPT commencing at a point 293 feet South of the Northwest corner of the Southwest 1/4, thence running East, 184 feet; thence South, 246 feet; thence West, 184 feet; thence North, 246 feet to place of beginning; ALSO EXCEPT, Part of the Southwest 1/4 of Section 9, Town 11 North, Range 10 East, described as beginning at the Southwest corner of said Section; thence running along the West line of said Section, North 670.00 feet; thence parallel with the South line of said Section, North 89°31'15" East, 1160.00 feet; thence parallel with said West line of Section 9, South 670.00 feet to the South line of Section; thence along said South line South 89°31'15" West, 1160.00 feet to the place of beginning. Subject to the use of the Westerly 33.00 feet thereof as Murray Road. Also subject to the use of the Southerly 33.00 feet thereof as Shay Lake Road.

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