



3303 S. Deerfield Ave, Lansing, MI 48911

**Residential
Real Estate Auction**

**BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CES, AMM

Auctioneer/Broker

517-927-5028

Real Estate AUCTION

*****Online Bidding Only*****

3303 S. Deerfield Ave, Lansing, MI 48911



Online Bidding Ends: Wed, Nov 20 at 7:00 PM

Open Houses: - Tues, Nov 12 4-7 PM & Sun, Nov 17 12-2 PM

Features:

- 3 Bedroom 1.5 Bath
- 1,593 Sq. Ft
- 0.281 Acre Lot
- 2 Car Garage
- Kenmore Washer/Dryer Included
- Concrete Driveway
- Fully Fenced Yard
- 4 Season Room
- She Shed or He Cave or Kid Fort
- Storage Loft in Garage
- Newer Roof, Furnace, Windows
- Nicely Landscaped

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctions.com

Brad Stoecker: 517-927-5028 or Brad@EpicAuctions.com



Real Estate Auction Terms

Bidding Soft Closes at 7 PM, Wednesday, Nov 20, 2019

Commonly referred to as: **3303 S Deerfield, Lansing, MI 48911**

The selling price of this property shall be determined by competitive bidding via online only auction.

General Terms

- 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 attend an Open House to inspect the property to their full satisfaction. If the Bidder isn't 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 and all parties relying on such information. No liability for accuracy, errors, or omissions is assumed by Auction Company or Seller.

Real Property Information

- All properties are sold subject to any and all 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.
- 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 and all 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 in order 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 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.
- 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 Deposit

- **\$5,000** 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.
- Earnest money will be held in Auctioneer’s Trust account until closing.
- Remaining balance to be paid in full on or before 30 days after the auction at closing.

Buyer Financing

- Terms are Cash or New Mortgage Only.
- The property is sold “as-is” and there are NO contingencies for financing, appraisals, repairs, inspections or any other requirements or amendments 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.

Closing

- **Buyer must close within 30 calendar days from the close of the auction.**
- Seller will execute a warranty deed conveying the property to Buyer at closing.
- All closing costs will be paid by the Buyer including title insurance, recording fees, title fees, and transfer taxes.
- Title Company and closing location will be selected by Seller.
- 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 closing that is delayed beyond 30 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, Martial Status, Age, Handicap or families with children.

Epic Auctions & Estate Sales is acting only as the Seller's Agent in this transaction.

Epic Auctions & Estate Sales

11040 Ransom Hwy

Dimondale, MI 48821

517-927-5028



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.

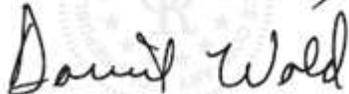
ATA NATIONAL TITLE GROUP, LLC



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  President
Attest  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: 33-19669856-ELN
Property Address: 3303 S. Deerfield Ave, Lansing, MI 48911
Revision Number:

1. Commitment Date: September 17, 2019, 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:
Marla R. Gauss

The interest of Denise A. Binns, Stephen D. Gauss, Keith T. Gauss, Dana M. Gauss, Derek H. Gauss, Deneen E. Klein and Jason A. Gauss, as joint tenants with full rights of survivorship, according to the Lady Bird Deed dated June 28, 2018 and recorded September 12, 2018 in Instrument No. 2018-031342
5. The land referred to in this commitment is situated in the City of Lansing, County of Ingham, State of Michigan, as follows:
Lot 623, Pleasant Grove No. 2, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 14 of Plats, Page 4, Ingham County Records.

ATA National Title Group, LLC

By: Paul C. Anast
AUTHORIZED SIGNATORY

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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. NOTE: Lady Bird recorded in Instrument No. 2018-031342, Ingham County Records.
6. 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.

7. PAYMENT OF TAXES: Tax Parcel No.: 33-01-01-30-454-031

2019 Summer Taxes in the amount of \$2,199.58 are PAID

2018 Winter Taxes in the amount of \$540.60 are PAID, which includes \$105.00 for RECYCLE/YARD

Special Assessments: NONE

- 2019 State Equalized Value: \$52,700.00
- 2019 Taxable Value: \$45,040.00
- 2019 Principal Residence Exemption: 100%
- School District: 33020

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. 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.

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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; 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.



11040 Ransom Hwy, Dimondale, MI 48821 * 517-927-5028

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

Property Address: 3303 S. Deerfield Ave, Lansing, MI 48911.

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspections of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction and is not a substitute for any inspections or warranties the buyer may wish to obtain.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between buyer and seller.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

	Yes	No	Unknown	Not Available
Range/Oven				✓
Dishwasher	✓			
Refrigerator	✓			
Hood/fan				✓
Disposal	✓			
TV antenna, TV rotor & controls				✓
Electrical system	✓			
Garage door opener & remote control	✓			
Alarm system				✓
Intercom				✓
Central vacuum				✓
Attic fan				✓
Pool heater, wall liner & equipment				✓
Microwave				✓
Trash compactor				✓
Ceiling fan	✓			
Sauna/hot tub				✓
Washer	✓			
Dryer	✓			
Lawn sprinkler system				✓
Water heater	✓			
Plumbing system	✓			
Water softener/ conditioner				✓
Well & pump				✓
Septic tank & drain field				✓
Sump pump	✓			
City Water System	✓			
City Sewer System	✓			
Central air conditioning	✓			
Central heating system	✓			
Wall furnace				✓
Humidifier	✓			
Electronic air filter	✓			
Solar heating system				✓
Fireplace & chimney	✓			
Wood burning system				✓

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/crawl space:** Has there been evidence of water? Yes
If yes, please explain: Stay Dry system installed 2010
2. **Insulation:** Describe, if known
Urea Formaldehyde Foam Insulation (UFFI) is installed
Unknown X Yes _____ No _____
3. **Roof:** Leaks? Yes ___ No X Approximate age if known Less than 10 years old.
4. **Well:** Type of well (depth/diameter, age, and repair history, if known) N/A
Has the water been tested? Yes _____ No _____
If yes, date of last report/results: _____
5. **Septic tanks/drain fields:** Condition, if known: N/A
6. **Heating System:** Type/approximate age: Not Gas New in 2015
7. **Plumbing system:** Type: copper X galvanized ___ other _____
Any known problems? _____
8. **Electrical system:** Any known problems? None
9. **History of infestation, if any:** (termites, carpenter ants, etc.) No
10. **Environmental Problems:** Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel, or chemical storage tanks and contaminated soil on the property.
Unknown _____ Yes _____ No X
If yes, please explain: _____
11. **Flood insurance:** Do you have flood insurance on the property?
Unknown _____ Yes _____ No X
12. **Mineral rights:** Do you own the mineral rights?
Unknown X Yes _____ No _____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads, and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

Unknown _____ Yes _____ No X

2. Any encroachments, easements, zoning violations, or nonconforming uses?

Unknown _____ Yes _____ No X

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

Unknown _____ Yes _____ No X

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

Unknown _____ Yes _____ No X

5. Settling, flooding, drainage, structural, or grading problems?

Unknown _____ Yes _____ No X

6. Major damage to the property from fire, wind, floods, or landslides?

Unknown _____ Yes _____ No X

7. Any underground storage tanks?

Unknown _____ Yes _____ No X

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

Unknown _____ Yes _____ No X

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

Unknown _____ Yes _____ No X

10. Any outstanding municipal assessments or fees?

Unknown _____ Yes _____ No X

11. Any pending litigation that could affect the property or the seller's right to convey the property?

Unknown _____ Yes _____ No X

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from [1969] to [2019].
The seller has owned the property since [1969]. The seller has indicated above the
condition of all the items based on information known to the seller. If any changes occur in the
structural/mechanical/appliance systems of this property from the date of this form to the date of
closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the
broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's
knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE
PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.
THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO
ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF
POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD,
MILDEW, AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO
THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS
AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD
CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S
DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY,
PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY
TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S
OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON
THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS.
UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE
SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller David H. Jones
Seller David H. Jones POA

Date 10-27-19
Date 10-27-19

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time: _____
Buyer _____ Date _____ Time: _____



**LEAD-BASED PAINT SELLER'S
DISCLOSURE FORM**

Property Address: 3303 S. Deerfield Ave, Lansing, MI 48911

Lead Warning Statement

1. Every Purchaser with any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller with any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

a. Seller's Disclosure

- i. (A) Presence of lead-based paint and/or lead-based paint hazards.
(Check one below): initials
 - 1. () Known lead-based paint and/or lead-based paint hazards are present in/on the property
 - a. (Explain):
 - 2. (X) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in/on the property.
- ii. (B) Records and reports available to the Seller.
(Check one below): initials
 - 1. () Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in/on the property (list documents below):
 - 2. (X) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in/on the property.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 10-27-19 Seller: David H. Davis POA

2. Agent's Acknowledgment

PHG Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 10/27/19 Agent: Bradley A. Steele

3. Purchaser's Acknowledgment

- a. Purchaser has received copies of all information listed above. _____
- b. Purchaser has received the federally approved pamphlet *Protect Your Family from Lead in Your Home*. _____
- c. Purchaser has (check one below):
 - i. () Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards
 - ii. () Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge; the Purchaser's statements above are true and accurate.

Date: _____ Purchaser: _____

OR () Seller represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

_____ Address: _____
(Initials)

Date: _____ Seller _____
Date: _____ Purchaser: _____

NOTICE: Federal law requires Sellers and Agents to retain a copy of this form for at least three years from the completion of the sale.

3303 DEERFIELD AVE LANSING, MI 48911 (Property Address)

Parcel Number: 33-01-01-30-454-031

Item 1 of 3 [1 Image / 2 Sketches](#)**Property Owner: GAUSS MARLA R****Summary Information**

- > Residential Building Summary
 - Year Built: 1966
 - Full Baths: 1
 - Sq. Feet: 1,593
 - Bedrooms: 0
 - Half Baths: 1
 - Acres: 0.281
- > Assessed Value: \$52,700 | Taxable Value: \$45,040
- > Property Tax information found
- > 1 Building Department records found

Owner and Taxpayer Information

Owner	GAUSS MARLA R 3303 S DEERFIELD AVE LANSING, MI 48911-1822	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2019

Property Class	RESIDENTIAL – IMPROVED	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING	Assessed Value	\$52,700
MAP #	P -3232 -0143	Taxable Value	\$45,040
TOP TEN	<i>Not Available</i>	State Equalized Value	\$52,700
NEW PERMITS	<i>Not Available</i>	Date of Last Name Change	09/17/2018
USER ALPHA 3	<i>Not Available</i>	Notes	<i>Not Available</i>
Historical District	<i>Not Available</i>	Census Block Group	<i>Not Available</i>
TYPE CODE	<i>Not Available</i>	Exemption	<i>No Data to Display</i>

Principal Residence Exemption Information**Homestead Date** 12/30/1997

Principal Residence Exemption	June 1st	Final
2019	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2018	\$49,100	\$49,100	\$43,985
2017	\$48,900	\$48,900	\$43,081
2016	\$46,100	\$46,100	\$42,697

Land Information

Zoning Code	<i>Not Available</i>	Total Acres	0.281
Land Value	\$14,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	<i>No Data to Display</i>
ECF Neighborhood	47A	Mortgage Code	<i>No Data to Display</i>
Lot Dimensions/Comments	<i>No Data to Display</i>	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	70.00 ft	175.00 ft
Total Frontage: 70.00 ft		Average Depth: 175.00 ft

Legal Description

LOT 623 PLEASANT GROVE SUB NO 2

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/28/2018	\$0.00	QC	GAUSS MARLA R	GAUSS MARLA R	CASH/CONV-NOT USED	2018 031342
04/07/2018	\$0.00	??	GAUSS STEPHEN H & MARLA R	GAUSS MARLA R	CASH/CONV-NOT USED	2018 031341

Building Information - 1593 sq ft 1 1/2 STY (Residential)

General

Floor Area	1,593 sq ft	Estimated TCV	<i>Not Available</i>
Garage Area	528 sq ft	Basement Area	916 sq ft
Foundation Size	1,177 sq ft		
Year Built	1966	Year Remodeled	<i>Not Available</i>
Occupancy	Single Family	Class	D
Effective Age	53 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	<i>Not Available</i>
1st Floor Rooms	0	Sewer	<i>Not Available</i>
2nd Floor Rooms	0	Style	1 1/2 STY
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1.5 Story	Basement	Siding	832 sq ft	1.5 Story
1 Story	Basement	Siding	84 sq ft	1 Story
1 Story	Crawl Space	Siding	261 sq ft	1 Story

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	1	2 Fixture Bath	1
Separate Shower	1	Ceramic Tub Alcove	1

Built-In Information

Dishwasher	1	Garbage Disposal	1
Unvented Hood	1		

Fireplace Information

Exterior 1 Story	1
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Garage Information

Area	528 sq ft	Exterior	Siding
Foundation	18 Inch	Common Wall	Detached
Year Built	1967	Finished	No
Auto Doors	0	Mech Doors	0

Porch Information

CCP (1 Story)	16 sq ft	Foundation	Standard
WGEP (1 Story)	140 sq ft	Foundation	Standard

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3303 DEERFIELD AVE LANSING, MI 48911 (Property Address)

Parcel Number: 33-01-01-30-454-031

Item 1 of 3 [1 Image / 2 Sketches](#)**Property Owner: GAUSS MARLA R****Summary Information****> Residential Building Summary**

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- > Property Tax information found**
- > 1 Building Department records found**

Owner and Taxpayer Information**Owner**

GAUSS MARLA R
3303 S DEERFIELD AVE
LANSING, MI 48911-1822

Taxpayer

SEE OWNER INFORMATION

Legal Description

LOT 623 PLEASANT GROVE SUB NO 2

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date **Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2019	Summer	\$2,199.58	\$2,199.58	07/08/2019	\$0.00
2018	Winter	\$540.60	\$540.60	02/08/2019	\$0.00
2018	Summer	\$2,026.33	\$2,026.33	07/05/2018	\$0.00
2017	Winter	\$488.16	\$488.16	12/14/2017	\$0.00
2017	Summer	\$1,969.61	\$1,969.61	08/11/2017	\$0.00
2016	Winter	\$480.39	\$480.39	01/23/2017	\$0.00
2016	Summer	\$1,950.76	\$1,950.76	07/18/2016	\$0.00
2015	Winter	\$469.86	\$469.86	12/14/2015	\$0.00
2015	Summer	\$1,912.71	\$1,912.71	07/27/2015	\$0.00

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Parcel: 33-01-01-30-454-031

Property Address

3303 DEERFIELD AVE
LANSING, MI 48911

Owner and Taxpayer Information

Owner	GAUSS MARLA R 3303 S DEERFIELD AVE LANSING, MI 48911-1822	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 623 PLEASANT GROVE SUB NO 2

General Information for 2018 Winter Taxes

School District	33020	PRE/MBT	100.0000%
Taxable Value	\$43,985		
Property Class	401 - RESIDENTIAL	Assessed Value	\$49,100
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	00026523
Last Payment Date	02/08/2019	Number of Payments	1
Base Tax	\$536.29	Base Paid	\$536.29
Admin Fees	\$4.31	Admin Fees Paid	\$4.31
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$540.60	Total Paid	\$540.60

Tax Bill Breakdown for 2018 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
INGHAM COUNTY	4.130000	\$181.65	\$181.65
AIRPORT AUTH.	0.699000	\$30.74	\$30.74
CATA	3.007000	\$132.26	\$132.26
CADL-LIBRARY	1.560000	\$68.61	\$68.61
ZOO MILLAGE	0.410000	\$18.03	\$18.03
RCYCL/YARD	0.000000	\$105.00	\$105.00
Admin Fees		\$4.31	\$4.31
Interest Fees		\$0.00	\$0.00
	9.806000	\$540.60	\$540.60

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Parcel: 33-01-01-30-454-031

Property Address

3303 DEERFIELD AVE
LANSING, MI 48911

Owner and Taxpayer Information

Owner	GAUSS MARLA R 3303 S DEERFIELD AVE LANSING, MI 48911-1822	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 623 PLEASANT GROVE SUB NO 2

General Information for 2019 Summer Taxes

School District	33020	PRE/MBT	100.0000%
Taxable Value	\$45,040	S.E.V.	\$52,700
Property Class	401 - RESIDENTIAL	Assessed Value	\$52,700
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	<i>No Data to Display</i>
Last Payment Date	07/08/2019	Number of Payments	1
Base Tax	\$2,177.81	Base Paid	\$2,177.81
Admin Fees	\$21.77	Admin Fees Paid	\$21.77
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$2,199.58	Total Paid	\$2,199.58
Renaissance Zone	<i>Not Available</i>	Mortgage Code	<i>Not Available</i>

Tax Bill Breakdown for 2019 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
LANSING OPER	19.440000	\$875.57	\$875.57
LANS COM COLLEGE	3.807200	\$171.47	\$171.47
LANSING SCH DEBT	4.600000	\$207.18	\$207.18
LANSING SCH OPER	17.779200	\$0.00	\$0.00
LANSING SCH SINK	3.000000	\$135.12	\$135.12
INGHAM INTERMED	4.706200	\$211.96	\$211.96
STATE EDUCATION	6.000000	\$270.24	\$270.24
INGHAM CNTY SUM	6.800000	\$306.27	\$306.27
Admin Fees		\$21.77	\$21.77
Interest Fees		\$0.00	\$0.00
	66.132600	\$2,199.58	\$2,199.58

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3303 S Deerfield Ave, Lansing, MI 48911

