



**1125 Bennington Drive
Lansing, MI 48917**

**Residential
Real Estate Auction
BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CES, AMM

Auctioneer/Broker

517-927-5028

Real Estate Auction

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

1125 Bennington Drive, Lansing, MI 48917



Online Bidding Closes: Tuesday, Jan 12 @ 7:00 PM

2 Open Houses- Thursday, Jan 7 4 - 6 PM & Sunday, Jan 10 Noon - 2 PM

Features:

- 3 Bedroom 2 Bath
- 1,507 Sq. Ft
- Fully Fenced Back Yard
- 2 Car Attached Garage
- 1st Floor & Basement Laundry Areas
- Hardwood Flooring in Bedrooms
- Great Access to Delta Twp. & Lansing
- Recently Professionally Painted Interior

Approximate Room Sizes:

- | | | | |
|-----------------|-----------|----------------------------|-----------|
| • Living Room | 15' x 18' | • Bedroom #1 | 11' x 12' |
| • Kitchen | 13' x 8' | • Bedroom #2 | 10' x 11' |
| • Dining Room | 13' x 9' | • Bedroom #3 | 10' x 11' |
| • Den | 12' x 20' | • Basement Finished Area 1 | 12' x 20' |
| • 3-Season Room | 14' x 12' | • Basement Finished Area 2 | 12' x 20' |
| • Garage | 20' x 21' | • Unfinished Basement Area | 63' x 13' |

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctions.com

Brad Stoecker (Auctioneer/Broker)

517-927-5028

Info@EpicAuctions.com



Real Estate Auction Terms

Bidding Soft Closes at 7 PM, Tuesday, Jan 12

Commonly referred to as: **1125 Bennington Drive, Lansing, MI 48917**

Showings and Open Houses will be conducted according to current health and safety regulations.

General Terms

- The selling price of this property shall be determined by competitive bidding via online only auction.
- It is the Bidder's responsibility to read and fully understand all Terms and Conditions and property information prior to bidding.
- This auction is to be conducted by Epic Auctions and Estate Sale, LLC, hereinafter referred to as Auctioneer or Auction Company, on behalf of the owners of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all 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 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.
- 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 until they are satisfied or refrain from bidding.
- Any information provided in auction advertisements and bidder information packets was obtained from sources believed to be accurate but are subject to verification by any parties relying on such information. No liability for accuracy, errors, or omissions is assumed by Auction Company or Seller.
- Buyer Agents are not required for bidders to participate in the auction process, but Agents are welcome to assist Buyers with the process.

Real Property Information

- All properties are sold subject to any existing matters of record, all easements, and local zoning regulations.
- This property is sold “as-is” with no expressed or implied warranty provided by either Auctioneer or Seller.
- Specific property information is available either at the Epic Auctions and Estate Sales website or via email by request. Please read the property information on the listing and request a Bidder Information Packet.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- Bidder is expected to read and understand all available information regarding the property and to perform their own due diligence to be fully informed about the property prior to bidding.

Registration

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

Online Bidding

- Bidding will be conducted online via online only auction.
- Soft close means bidding will extend until no bids are submitted during the extended bidding period.
- If after we say a lot has closed there is determined to have been an internet service interruption or online bidding software interruption in the final 2 hours of bidding, Auctioneer reserves the right to re-open the lot for further bidding. However, if there is no internet outage or service interruption, then we will consider “closed” to mean “Sold”. Auction Company will contact the final bidder directly to confirm when the lot is considered 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 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.

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 via email.

Earnest Money/Down Payment/Deposit for Real Property

- **\$7,500** deposit in the form of a certified bank check or wire transfer will be deposited with Auction Company within **24 hours** after the completion of the auction. Winning bidders that fail to submit the fully executed Contract and earnest money deposit will be considered in default.
- Earnest money is 100% non-refundable.
- Earnest money will be held by Auctioneer until closing.
- Remaining balance to be paid in full on or before 45 days after the auction at closing.

Buyer Financing

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

Closing

- All closing costs will be paid by the Buyer including title insurance, recording fees, title fees, and transfer taxes.
- Seller will execute a warranty deed conveying the property to Buyer at closing.
- Closing will be handled by Mid-State 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 prorated 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 considered to be in breach of contract. Buyer will forfeit all earnest money deposits and will be held responsible for any costs incurred by either Auction Company or Seller from the resale of the property.

Disputes

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

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

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

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

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

Epic Auctions & Estate Sales

11040 Ransom Hwy

Dimondale, MI 48821

517-927-5028



EPIC AUCTIONS and ESTATE SALES, LLC SALES OFFER

Dated: **Nov 18, 2020**

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

Lot 71, Williamsburg No. 3, Delta Township, Eaton County, Michigan, according to the plat thereof, as recorded in Liber 4 of Plats, Page 82, Eaton County Records.

More Commonly Known As: **1125 Bennington Drive, Lansing, MI 48917** Parcel #: **040-087-000-710-00**

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

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.

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 year of Closing will be paid by SELLER without proration. TAXES which become a lien in year of Closing will be prorated so that SELLER will pay taxes from the first of the year to closing date and BUYER will pay taxes for balance of year, including day of Closing. If any bill for taxes is not issued as of the date of closing, the then current S.E.V. and tax rate and any administrative fee will be substituted and prorated.

Buyer Initials _____

7. CLOSING

- 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 Midstate Title from their East Lansing office. Closings can be handled remotely as needed.

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

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

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

- a. _____ Documents and transaction to be reviewed by:
 - i. Attorney Name: _____
 - ii. Attorney Address: _____
 - iii. Attorney Phone Number: _____

b. _____ Buyer waives the review by an attorney.

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

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

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

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

15. BUYER DEPOSITS **\$7,500** showing BUYER'S good faith will be deposited in Auctioneer's trust account and will apply as part of the purchase price. If title is not marketable or insurable, this deposit is to be refunded. In the event of default by BUYER, all deposits made may be forfeited as liquidated damages at SELLER's election; or SELLER may retain such deposits as part of payment of the purchase price and pursue his/her legal or equitable remedies against BUYER. If there is default by either party and the deposit is forfeited, the deposit will be transferred to the escrow agent's trust account for distribution.

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

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

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

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 **\$7,500** in accordance with the terms provided herein.

Dated: _____

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

Buyer Initials _____



ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY: Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC



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: 23-20744809-ELN
Property Address: 1125 Bennington Drive, Lansing, MI 48917
Revision Number:

1. Commitment Date: November 06, 2020, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured: **To Be Determined**
 - (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:
Stephen J. Mann, a single man
5. The land referred to in this commitment is situated in the Charter Township of Delta, County of Eaton, State of Michigan, as follows:
Lot 71, Williamsburg No. 3, Delta Township, Eaton County, Michigan, according to the plat thereof, as recorded in Liber 4 of Plats, Page 82, Eaton 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. Mortgage in the original amount of \$119,515.00, and the terms, conditions and provisions contained therein, executed by Stephen J. Mann, a married man and Jill Mann, his wife to MERS, Inc., as nominee for Quicken Loans Inc. dated March 11, 2017 and recorded March 17, 2017 in Liber 2669, Page 794.

Obtain and record a discharge(s) of the mortgage(s) recited on this Commitment.

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.: 040-087-000-710-00

2020 Summer Taxes in the amount of \$1,600.18 are PAID

2019 Winter Taxes in the amount of \$1,081.55 are PAID, which includes \$68.34 for Street Lights (on-going), \$25.86 for Carrier Creek Drain (Multi Year) and \$.44 for Carrier Creek Maintenance (1 year)

Special Assessments: Drain Payoff - \$86.50 - Good through November 30, 2020
\$25.16 for Carrier Creek Drain and \$.44 for Carrier Creek Maintenance will be included in the 2020 Winter Tax Bill.
Contact rclarke@eatoncounty.org for any further information needed.

Monthly Water and Sewer in the amount of \$21.14 is DUE by November 16, 2020.

This covers from September 25 - October 25, 2020.

Contact Delta Twp at 517-323-8500 for any further information needed.

- 2020 State Equalized Value: \$73,600.00
- 2020 Taxable Value: \$58,651.00
- 2020 Principal Residence Exemption: 100%
- School District: 33215
- 2019 Winter Millage Rate: 16.9779

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.

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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>

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.



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.**

1125 BENNINGTON DR LANSING, MI 48917 (Property Address)

Parcel Number: 040-087-000-710-00 Account Number: 00000351



Item 1 of 2

[1 Image / 1 Sketch](#)**Property Owner: MANN, STEPHEN J****Summary Information**

- > Residential Building Summary
 - Year Built: 1966
 - Full Baths: 2
 - Sq. Feet: 1,507
 - Bedrooms: 3
 - Half Baths: 0
 - Acres: 0.211
- > Assessed Value: \$73,600 | Taxable Value: \$58,651
- > Property Tax information found
- > 1 Building Department records found
- > Utility Billing information found

Owner and Taxpayer Information

Owner	MANN, STEPHEN J 1125 BENNINGTON DR LANSING, MI 48917-3922	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2020

Property Class	RESIDENTIAL IMP	Unit	040 DELTA TOWNSHIP
School District	WAVERLY SCHOOLS	Assessed Value	\$73,600
MAP #	Not Available	Taxable Value	\$58,651
BLDG PERMIT #'S	Not Available	State Equalized Value	\$73,600
TEMP USE FIELD	Not Available	Date of Last Name Change	10/31/2007
SARAH'S FIELD	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
AVAILABLE FIELD	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** 12/12/2005

Principal Residence Exemption	June 1st	Final
2020	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2019	\$68,200	\$68,200	\$57,558
2018	\$66,000	\$66,000	\$56,209
2017	\$62,500	\$62,500	\$55,053

Land Information

Zoning Code	RB	Total Acres	0.211
Land Value	\$22,000	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	82.00 ft	112.00 ft
Total Frontage: 82.00 ft		Average Depth: 112.00 ft

Legal Description

LOT 71. WILLIAMSBURG NO.3. T4N,R3W, DELTA TWP

Land Division Act Information**Date of Last Split/Combine** No Data to Display **Number of Splits Left** 0

Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
10/16/2007	\$0.00	QC	MANN, STEPHEN J & SHEILA	MANN, STEPHEN J	QUIT CLAIM	2146/1009
10/06/2004	\$0.00	QC	MANN, HILDA	MANN, STEPHEN J & SHEILA	QUIT CLAIM	1869/186
09/13/1997	\$0.00	QC	MANN, ROBERT J & HILDA	MANN, HILDA	DEATH CERTIFICATE	1213/0272

Building Information - 1507 sq ft RANCH (Residential)

General

Floor Area	1,507 sq ft	Estimated TCV	<i>Not Available</i>
Garage Area	462 sq ft	Basement Area	1,456 sq ft
Foundation Size	1,456 sq ft		
Year Built	1966	Year Remodeled	<i>No Data to Display</i>
Occupancy	Single Family	Class	C
Effective Age	47 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Heat & Cool
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	3	Water	<i>Not Available</i>
1st Floor Rooms	6	Sewer	<i>Not Available</i>
2nd Floor Rooms	0	Style	RANCH
Bedrooms	3		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Basement	Siding	1,204 sq ft	1 Story
1 Story	Basement	Siding	252 sq ft	1 Story

Area Detail - Overhangs

Area	Story Height	Exterior	Included in Size for Rates
51 sq ft	1 Story	Siding	0

Basement Finish

Recreation	725 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	2
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Fireplace Information

Exterior 1 Story	1
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Garage Information

Area	462 sq ft	Exterior	Siding
Foundation	42 Inch	Common Wall	2 Wall
Year Built	1966	Finished	No
Auto Doors	0	Mech Doors	0

Porch Information

WGEP (1 Story)	200 sq ft	Foundation	Standard
CCP (1 Story)	172 sq ft	Foundation	Standard

Deck Information

Treated Wood	341 sq ft
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1125 BENNINGTON DR LANSING, MI 48917 (Property Address)

Parcel Number: 040-087-000-710-00 Account Number: 00000351



Item 1 of 2

[1 Image / 1 Sketch](#)**Property Owner: MANN, STEPHEN J****Summary Information**

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 - Acres: 0.211
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- > Property Tax information found
- > 1 Building Department records found
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Owner and Taxpayer Information

Owner	MANN, STEPHEN J 1125 BENNINGTON DR LANSING, MI 48917-3922	Taxpayer	SEE OWNER INFORMATION
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Amount Due

Current Taxes: **\$1,076.99**
[Pay Now](#)

Legal Description

LOT 71. WILLIAMSBURG NO.3. T4N,R3W, DELTA TWP

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
2020	Winter	\$1,076.99	\$0.00		\$1,076.99 Pay Now
2020	Summer	\$1,600.18	\$1,600.18	09/03/2020	\$0.00
2019	Winter	\$1,081.55	\$1,081.55	12/23/2019	\$0.00
2019	Summer	\$1,581.48	\$1,581.48	09/09/2019	\$0.00
2018	Winter	\$1,063.04	\$1,063.04	12/27/2018	\$0.00
2018	Summer	\$1,553.32	\$1,553.32	08/29/2018	\$0.00

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Parcel: 040-087-000-710-00

Property Address

1125 BENNINGTON DR
LANSING, MI 48917

Owner and Taxpayer Information

Owner	MANN, STEPHEN J 1125 BENNINGTON DR LANSING, MI 48917-3922	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 71. WILLIAMSBURG NO.3. T4N,R3W, DELTA TWP

General Information for 2020 Summer Taxes

School District	33215	PRE/MBT	100.0000%
Taxable Value	\$58,651	S.E.V.	\$73,600
Property Class	401 -	Assessed Value	\$73,600
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	20089813
Last Payment Date	09/03/2020	Number of Payments	1
Base Tax	\$1,584.34	Base Paid	\$1,584.34
Admin Fees	\$15.84	Admin Fees Paid	\$15.84
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,600.18	Total Paid	\$1,600.18
Renaissance Zone	<i>Not Available</i>	Mortgage Code	00500

Tax Bill Breakdown for 2020 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE ED TAX	6.000000	\$351.90	\$351.90
EATON CO OPER	5.209600	\$305.54	\$305.54
WAVERLY OPERATE	6.909100	\$0.00	\$0.00
WAVERLY SUPPL	2.088200	\$122.47	\$122.47
WAVERLY DEBT	3.200000	\$187.68	\$187.68
WAVERLY SCH SINK	0.500000	\$29.32	\$29.32
LANSING COMM COL	3.777700	\$221.56	\$221.56
INGH INT SCH OP	0.199800	\$11.71	\$11.71
INGH INT SPEC ED	4.746200	\$278.36	\$278.36
INGH INT VOC ED	1.292500	\$75.80	\$75.80
Admin Fees		\$15.84	\$15.84
Interest Fees		\$0.00	\$0.00
	33.923100	\$1,600.18	\$1,600.18

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Parcel: 040-087-000-710-00

Property Address

1125 BENNINGTON DR
LANSING, MI 48917

Owner and Taxpayer Information

Owner	MANN, STEPHEN J 1125 BENNINGTON DR LANSING, MI 48917-3922	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 71. WILLIAMSBURG NO.3. T4N,R3W, DELTA TWP

General Information for 2020 Winter Taxes

School District	33215	PRE/MBT	100.0000%
Taxable Value	\$58,651	S.E.V.	\$73,600
Property Class	401 -	Assessed Value	\$73,600
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	<i>No Data to Display</i>
Last Payment Date	<i>No Data to Display</i>	Number of Payments	0
Base Tax	\$1,067.27	Base Paid	\$0.00
Admin Fees	\$9.72	Admin Fees Paid	\$0.00
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,076.99	Total Paid	\$0.00
Renaissance Zone	<i>Not Available</i>	Mortgage Code	00500

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
EATON CO 911	0.949000	\$55.65	\$0.00
EATON CO EATRAN	0.249700	\$14.64	\$0.00
EATON CO JAIL	0.699300	\$41.01	\$0.00
EATON CO JUVENIL	0.349600	\$20.50	\$0.00
EATON CO MED CAR	0.124800	\$7.31	\$0.00
EATON CO ROAD	1.498500	\$87.88	\$0.00
TWP OPERATING	4.928700	\$289.07	\$0.00
TWP PARAMEDIC	0.989600	\$58.04	\$0.00
DELTA DIST LIB	1.000000	\$58.65	\$0.00
WAVERLY OPERATE	6.909100	\$0.00	\$0.00
WAVERLY SUPPL	2.088200	\$122.47	\$0.00
WAVERLY DEBT	3.200000	\$187.68	\$0.00
WAVERLY SCH SINK	0.500000	\$29.32	\$0.00
STREET LIGHTS 33	0.000000	\$69.45	\$0.00
CAR CRK DRAIN MA	0.000000	\$25.16	\$0.00
CARRIER CREEK MA	0.000000	\$0.44	\$0.00
Admin Fees		\$9.72	\$0.00
Interest Fees		\$0.00	\$0.00
	23.486500	\$1,076.99	\$0.00

