



**816 Glenhaven Ave
East Lansing, MI 48823**

**Residential
Real Estate Auction
BIDDER
INFORMATION
PACKET**

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

Auctioneer/Broker

517-927-5028

Real Estate Auction

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

816 Glenhaven Ave, East Lansing, MI 48823



Online Bidding Closes: Tuesday, Sep 14 @ 7:00 PM

2 Open Houses- Thurs, Sep 9 4 - 6 PM & Sun, Sep 12 Noon - 2 PM

Features:

- 4 Bedroom 2.5 Bath
- 2,802 Sq. Ft
- Private Manicured Back Yard
- 2 Car Attached Garage
- Appliances Included
- Easy Access to I-96, US127, I-496
- Quiet Side Street
- Glencairn Neighborhood

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, Wednesday, September 14

Commonly referred to as: **816 Glenhaven Ave, East Lansing, MI 48823**

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 owner(s) 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 will not act as Agents of any potential Buyer and owes no fiduciary responsibility to anyone other than the Seller.
- Auction company staff and Seller's family members may bid on their own behalf with the intent to purchase and take possession of the property.
- Auction company reserves the right to bid on behalf of the seller up to any reserve amount.
- Bidders are encouraged to attend an Open House to inspect the property to their full satisfaction. If the Bidder is not satisfied with the condition of the property or they have any reservations about the bidding process, they are encouraged to discuss this with the auctioneer prior to the auction until they are satisfied or refrain from bidding.
- 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.
- 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

- **\$20,000** 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 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 not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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



EPIC AUCTIONS and ESTATE SALES, LLC SALES OFFER

Dated: _____

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

Lot 39, and the South 15 feet of Lot 40, Glencairn No. 1, City of East Lansing, Ingham County, Michigan, according to the plat thereof, as recorded in Liber 9 of Plats, page 34, Ingham County Records.

More Commonly Known As: **816 Glenhaven Ave, East Lansing, MI 48823** Parcel #: **33-20-01-12-415-013**

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. BUYER acknowledges that a SELLER'S Disclosure Statement has been provided to BUYER.

15. BUYER DEPOSITS **\$20,000** 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.)

Buyer Initials _____

The Buyer has read, fully understands, and approves the foregoing offer.

Dated: _____

Buyer: _____

Buyer: _____

Seller acknowledges receipt of Buyer's written offer and accepts it as presented.

Dated: _____

Seller: _____

Seller: _____

Epic Auctions and Estate Sales, LLC acknowledges receipt of Buyer's earnest money deposit in the amount of **\$20,000** in accordance with the terms provided herein.

Dated: _____

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

Buyer Initials _____



ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY: 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

Paul C. Anast

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 *C. Monroe* President

Attest *David Wald* 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: 33-21788938-ELN
Property Address: 816 Glenhaven Avenue, East Lansing, MI 48823
Revision Number:

- 1. Commitment Date: July 02, 2021, 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 WITH 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:
Charles F. Yost and Zoe Ann Yost, husband and wife

NOTE: The applicatin for Title Insurance indicates that the above named owners are deceased

5. The land referred to in this commitment is situated in the City of East Lansing, County of Ingham, State of Michigan, as follows:

Lot 39, and the South 15 feet of Lot 40, Glencairn No. 1, City of East Lansing, Ingham County, Michigan, according to the plat thereof, as recorded in Liber 9 of Plats, page 34, 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. The application for Title Insurance indicates that Charles F. Yost and Zoe Ann Yost are deceased. Record a death certificate for the person who died first and probate will need to be completed for the second person that died.
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.: 33-20-01-12-415-013

2021 Summer Taxes in the amount of \$6,737.02 are DUE

2020 Winter Taxes in the amount of \$1,247.59 are PAID

Special Assessments: NONE

- 2021 State Equalized Value: \$170,500.00
- 2021 Taxable Value: \$142,123.00
- 2021 Principal Residence Exemption: 100%
- School District: 33010

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. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 618, Page 160.

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

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

Property Address: 816 Glenhaven Ave, East Lansing, Michigan.

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	X			
Dishwasher	X			
Refrigerator	X			
Hood/fan	X			
Disposal	X			
TV antenna, TV rotor & controls				X
Electrical system	X			
Garage door opener & remote control	X			
Alarm system	X			
Intercom				X
Central vacuum				X
Attic fan				X
Pool heater, wall liner & equipment				X
Microwave				X
Trash compactor				X
Ceiling fan	X			
Sauna/hot tub				X
Washer	X			
Dryer	X			
Lawn sprinkler system				X
Water heater	X			
Plumbing system	X			
Water softener/ conditioner				X
Well & pump				X
Septic tank & drain field				X
Sump pump	X			
City Water System	X			
City Sewer System	X			
Central air conditioning	X			
Central heating system	X			
Wall furnace				X
Humidifier	X			
Electronic air filter	X			
Solar heating system				X
Fireplace & chimney	X			
Wood burning system				X

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? NO
If yes, please explain: _____
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 _____
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: Gas - 2010
7. **Plumbing system:** Type: copper X galvanized ___ other _____
Any known problems? NO
8. **Electrical system:** Any known problems? NO
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 _____ Yes _____ No X

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 AM _____ Yes _____ No X

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

Unknown _____ Yes NY _____ 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 _____ 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 [1966] to [2020]. The seller has owned the property since [1966]. 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 Cynthia S. Faust
Seller Debra A. Faust

Date July 5, 2021
Date July 5, 2021

Buyer has read and acknowledges receipt of this statement.

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



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

Property Address: 816 Glen Haven Ave
East Lansing, MI 48823

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: July 5th, 2021 Seller: Charles E. Ford [Signature]

Pxy
C. Z. J. J. J.

2. Agent's Acknowledgment

BAS 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: July 5, 2021 Agent: Bradley A. Stoen

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.

816 GLENHAVEN AVE EAST LANSING, MI 48823 (Property Address)

Parcel Number: 33-20-01-12-415-013

Item 1 of 4 [2 Images / 2 Sketches](#)**Property Owner: YOST ZOE & CHARLES****Summary Information**

- > Residential Building Summary
 - Year Built: 1931
 - Full Baths: 2
 - Sq. Feet: 2,802
 - Bedrooms: 4
 - Half Baths: 1
 - Acres: 0.233
- > Assessed Value: \$170,500 | Taxable Value: \$142,123
- > Property Tax information found
- > 3 Building Department records found

Owner and Taxpayer Information

Owner	YOST ZOE & CHARLES 816 GLENHAVEN AVE EAST LANSING, MI 48823	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2021

Property Class	401 RESIDENTIAL-IMPROVED	Unit	33-20 EAST LANSING/INGHAM CNTY
School District	EAST LANSING SCHOOL DISTRICT	Assessed Value	\$170,500
MG	<i>No Data to Display</i>	Taxable Value	\$142,123
USER NUM IDX	0	State Equalized Value	\$170,500
USER ALPHA 1	<i>Not Available</i>	Date of Last Name Change	08/21/2014
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>
USER ALPHA 2	<i>Not Available</i>	Exemption	<i>No Data to Display</i>

Principal Residence Exemption Information**Homestead Date** *No Data to Display*

Principal Residence Exemption	June 1st	Final
2022	100.0000 %	-
2021	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$162,000	\$162,000	\$140,161
2019	\$156,500	\$156,500	\$137,548
2018	\$147,400	\$147,400	\$134,325

Land Information

Zoning Code	R1	Total Acres	0.233
Other Zoning 1	R-O-1		
Land Value	\$75,800	Land Improvements	\$4,709
Renaissance Zone	No	Renaissance Zone Expiration Date	<i>No Data to Display</i>
ECF Neighborhood	4080 GLENCAIRN	Mortgage Code	<i>No Data to Display</i>
Lot Dimensions/Comments		Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	79.40 ft	128.00 ft
	Total Frontage: 79.40 ft	Average Depth: 128.00 ft

Legal Description

LOT 39 & S 15 FT OF LOT 40 GLENCAIRN #1

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

Building Information - 2802 sq ft COLONIAL (Residential)

General

Floor Area	2,802 sq ft	Estimated TCV	\$266,445
Garage Area	720 sq ft	Basement Area	946 sq ft
Foundation Size	1,474 sq ft		
Year Built	1931	Year Remodeled	No Data to Display
Occupancy	Single Family	Class	BC
Effective Age	53 yrs	Tri-Level	No
Percent Complete	0%	Heat	Forced Heat & Cool
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Public Water
1st Floor Rooms	9	Sewer	Public Sewer
2nd Floor Rooms	0	Style	COLONIAL
Bedrooms	4		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
2 Story	Basement	Brick	910 sq ft	2 Story
2 Story	Slab	Brick	418 sq ft	2 Story
1 Story	Slab	Brick	110 sq ft	1 Story
1 Story	Basement	Brick	36 sq ft	1 Story

Basement Finish

Recreation	400 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	2 Fixture Bath	1
Ceramic Tile Floor	3	Vent Fan	3

Built-In Information

Dishwasher	1	Garbage Disposal	1
Vented Hood	1	Standard Range	1

Fireplace Information

Interior 1 Story	1
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Garage Information

Area	720 sq ft	Exterior	Brick
Foundation	42 Inch	Common Wall	1 Wall
Year Built	1931	Finished	Yes
Auto Doors	1	Mech Doors	0

Porch Information

WSEP (1 Story)	162 sq ft	Foundation	Standard
CPP	132 sq ft	Foundation	Standard
CPP	32 sq ft	Foundation	Standard
CPP	44 sq ft	Foundation	Standard

816 GLENHAVEN AVE EAST LANSING, MI 48823 (Property Address)

Parcel Number: 33-20-01-12-415-013



Item 1 of 4 [2 Images / 2 Sketches](#)

Property Owner: YOST ZOE & CHARLES

Summary Information

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 - Acres: 0.233
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- > Property Tax information found
- > 3 Building Department records found

Owner and Taxpayer Information

Owner	YOST ZOE & CHARLES 816 GLENHAVEN AVE EAST LANSING, MI 48823	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 39 & S 15 FT OF LOT 40 GLENCAIRN #1

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2021	Summer	\$6,737.02	\$6,737.02	07/08/2021	\$0.00
2020	Winter	\$1,247.59	\$1,247.59	12/10/2020	\$0.00
2020	Summer	\$6,676.83	\$6,676.83	08/10/2020	\$0.00
2019	Winter	\$1,145.54	\$1,145.54	01/23/2020	\$0.00
2019	Summer	\$6,454.47	\$6,454.47	08/30/2019	\$0.00
2018	Winter	\$1,118.70	\$1,118.70	12/06/2018	\$0.00
2018	Summer	\$7,191.68	\$7,191.68	07/09/2018	\$0.00
2017	Winter	\$982.75	\$982.75	12/13/2017	\$0.00
2017	Summer	\$6,995.33	\$6,995.33	08/30/2017	\$0.00

[Load More Years](#)

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Parcel: 33-20-01-12-415-013

Property Address

816 GLENHAVEN AVE
EAST LANSING, MI 48823

Owner and Taxpayer Information

Owner	YOST ZOE & CHARLES 816 GLENHAVEN AVE EAST LANSING, MI 48823	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 39 & S 15 FT OF LOT 40 GLENCAIRN #1

General Information for 2020 Winter Taxes

School District	33010	PRE/MBT	100.0000%
Taxable Value	\$140,161		
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$162,000
Tax Bill Number	12934	Last Receipt Number	00001035
Last Payment Date	12/10/2020	Number of Payments	1
Base Tax	\$1,235.24	Base Paid	\$1,235.24
Admin Fees	\$12.35	Admin Fees Paid	\$12.35
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,247.59	Total Paid	\$1,247.59

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
INGHAM CO WINTER	5.116500	\$717.13	\$717.13
CATA	2.997600	\$420.14	\$420.14
AIRPORT	0.699000	\$97.97	\$97.97
Admin Fees		\$12.35	\$12.35
Interest Fees		\$0.00	\$0.00
	8.813100	\$1,247.59	\$1,247.59

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Parcel: 33-20-01-12-415-013

Property Address

816 GLENHAVEN AVE
EAST LANSING, MI 48823

Owner and Taxpayer Information

Owner	YOST ZOE & CHARLES 816 GLENHAVEN AVE EAST LANSING, MI 48823	Taxpayer	SEE OWNER INFORMATION
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Legal Description

LOT 39 & S 15 FT OF LOT 40 GLENCAIRN #1

General Information for 2021 Summer Taxes

School District	33010	PRE/MBT	100.0000%
Taxable Value	\$142,123	S.E.V.	\$170,500
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$170,500
Tax Bill Number	02113	Last Receipt Number	00000238
Last Payment Date	07/08/2021	Number of Payments	1
Base Tax	\$6,670.32	Base Paid	\$6,670.32
Admin Fees	\$66.70	Admin Fees Paid	\$66.70
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$6,737.02	Total Paid	\$6,737.02
Renaissance Zone	<i>Not Available</i>	Mortgage Code	<i>Not Available</i>

Tax Bill Breakdown for 2021 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
CITY OPERATING	12.536200	\$1,781.68	\$1,781.68
CITY SOLID WASTE	1.825000	\$259.37	\$259.37
CITY LIBRARY	1.994000	\$283.39	\$283.39
LAN COMM COLLEGE	3.769200	\$535.69	\$535.69
STATE ED TAX	6.000000	\$852.73	\$852.73
INGHAM CO SUMMER	6.780700	\$963.69	\$963.69
ELPS OPERATING	18.000000	\$0.00	\$0.00
ELPS B&S	0.999000	\$141.98	\$141.98
ELPS DEBT	6.800000	\$966.43	\$966.43
IISD OPERATING	0.199400	\$28.33	\$28.33
IISD SPECIAL ED	4.738400	\$673.43	\$673.43
IISD VOC ED	1.291900	\$183.60	\$183.60
Admin Fees		\$66.70	\$66.70
Interest Fees		\$0.00	\$0.00
	64.933800	\$6,737.02	\$6,737.02

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FLOOR 1



FLOOR 2



FLOOR 3

GROSS INTERNAL AREA
 FLOOR 1: 719 sq. ft, FLOOR 2: 1243 sq. ft
 FLOOR 3: 1128 sq. ft, EXCLUDED AREAS:
 PORCH: 155 sq. ft, GARAGE: 655 sq. ft
 TOTAL: 3090 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



