



**7499 Indian Hill Drive  
Honor, MI 49640**

**Residential  
Real Estate Auction  
BIDDER  
INFORMATION  
PACKET**

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

**Auctioneer/Broker**

**517-927-5028**

# Real Estate Land Auction

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

**7499 Indian Hill Rd, Honor, MI 49640**



**Online Bidding Soft Closes: Tuesday, July 12 @ 7:00 PM**

**Open Houses – Sunday, July 10: 1-3 PM**

## **Features:**

- **2 Acre Parcel**
- **Electric on site**
- **Older mobile home on block 14x67 foundation could be remodeled.**
- **5 Minutes from Lake Michigan**
- **Immediate access to the Sleeping Bear Dunes National Lakeshore**
- **Water well and septic on property**

**For Bidder Packet and Online Auction Details Please Contact Us:**

**[www.EpicAuctions.com](http://www.EpicAuctions.com)**

**Brad Stoecker (Auctioneer/Broker)**

**517-927-5028**

**[Info@EpicAuctions.com](mailto:Info@EpicAuctions.com)**



## **Real Estate Auction Terms**

**Bidding Soft Closes starting at 7 PM, Tuesday, July 12**

Commonly referred to as: **7499 Indian Hill Drive, Honor, MI 49640**

**Open House: Sunday, July 10: 1-3PM**

### **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.
- Bidders are permitted to bring professional home inspectors to the open houses.
- 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.
- Buyers Agents are not required for bidders to participate in the auction process, but Agents are welcome to assist Buyers with the process.
- This property is currently occupied. Sellers will work with buyers to vacate the property as soon as possible after the auction and prior to closing.

## 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.
- This property is being sold as a vacant parcel. There is an older mobile home on the property. It is not titled and is excluded from the title insurance policy by the title company.
- The property sells subject to the approval of the USDA. The USDA has granted approval to offer the property at auction and formal approval of the sale after the auction should take approximately a week. The property may sell for less than the current mortgage amounts listed in the title commitment and does not need to meet the mortgage amount to sell.

## 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 any 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 at their sole discretion to re-open the lot for further bidding. Auction Company will contact the final bidder after the auction ends to confirm when the lot is considered sold.
- Neither the Auctioneer nor the 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.
- If the winning bidder is properly represented by a Buyer’s Agent, an additional 2% Buyer’s Premium, based on the final high bid amount, will be added to the sales price. This will be paid to the Buyer’s Agent pursuant to the requirements in the Broker Registration Form.

## 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 electronically.

## **Earnest Money/Down Payment/Deposit for Real Property**

- **\$7,500** deposit in the form of a 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 Purchase Agreement 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 Buyer's 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 Transnation Title from their Cadillac 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 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 Honor, County of Benzie, State of Michigan, legally described as:

*The North 165 feet of the West 528 feet of the Northwest 1/4 of the Southwest 1/4 of Section 17, T27N, R14W.*

More Commonly Known As: 7499 Indian Hill Rd, Honor, MI 49640 Parcel #: 10-11-017-009-01

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: The property contains a mobile home on a foundation that is untitled and is excluded from the title insurance policy. The property is being sold as a vacant parcel. The home could be remodeled or removed by the buyer after closing.

:

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:
- 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.
  - 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.
7. CLOSING
- BUYER WILL PAY FOR all closing costs including all transfer taxes, title insurance, recording fees, etc.
  - SELLER WILL PAY any outstanding assessments or taxes owed up to the date of closing.
  - Closing will be handled by Transnation Title from their Cadillac office. Closings can be handled remotely.

Buyer Initials \_\_\_\_\_

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.
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 is not available for this property.
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 agree 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 **\$7,500** in accordance with the terms provided herein.

Dated: \_\_\_\_\_

Auctioneer: \_\_\_\_\_  
Bradley A. Stoecker, Owner/Auctioneer/Broker

Buyer Initials \_\_\_\_\_

COMMITMENT FOR TITLE INSURANCE  
Schedule A

Ref: 7499 Indian Hill Road, Honor, MI 49640

1. Commitment Date: June 02, 2022  
at 8:00 am Commitment No.: 48105THL
  
2. Policy or Policies to be issued:  
2006 ALTA Owner's Policy  
Policy Amount: See Requirement No. 5  
Proposed Insured: See Requirement No. 5
  
3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple
  
4. Title to the estate or interest in the land is at the Effective Date vested in  
  
Sharon L. Harris, survivor of Walter H. Harris, whose death certificate is recorded in Instrument no. 2017R--04153, Benzie County Records
  
5. The land referred to in this Commitment is described as follows  
  
Located in the Township of Platte, County of Benzie, State of Michigan,  
  
The North 165 feet of the West 528 feet of the Northwest 1/4 of the Southwest 1/4 of Section 17, T27N, R14W.

*This page is only a 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.*

ORT Form 4690-A 6/06  
Schedule A  
ALTA Commitment for Title Insurance  
Underwritten by Old Republic National Title Insurance Company

Countersigned by:



Debra Lauer

Title No: 48105THL

SCHEDULE B – SECTION I

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Until the Company is supplied the identity and amount for the Proposed Insured, for the purposes of this commitment the Proposed Insured will be Sharon L. Harris, or its assignee or nominee and the proposed Policy Amount is limited to \$10,000.00. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. This commitment may be subject to such further requirements as may be deemed necessary.
6. Release of the subject property from the mortgage executed by Walter H. Harris and Sharon L. Harris, husband and wife to United States of America, acting through the Farm Service Agency, United States Department of Agriculture dated April 29, 2010 and recorded April 30, 2010 in Instrument No. 2010R-01925. (Said mortgage executed in the original amount of \$112,600.00).
7. Release of the subject property from the mortgage executed by Walter H. Harris and Sharon L. Harris, husband and wife to United States of America, acting through the Farm Service Agency, United States Department of Agriculture dated June 14, 2011 and recorded June 27, 2011 in Instrument No. 2011R-02683. (Said mortgage executed in the original amount of \$25,000.00).
8. Release of the subject property from the mortgage executed by Walter H. Harris and Sharon L. Harris, husband and wife to United States of America, acting through the Farm Service Agency, United States Department of Agriculture dated January 8, 2013 and recorded January 14, 2013 in Instrument No. 2013R-00319. (Said mortgage executed in the original amounts of \$97,042.49; \$26,026.63; \$25,000.00;

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ORT Form 4690 B-1 6/06 revised 8-1-16  
Schedule B I

ALTA Commitment for Title Insurance 6/06  
Underwritten by Old Republic National Title Insurance Company

\$10,000.00).

9. Warranty Deed from recited owner to proposed purchaser.

2021 Summer taxes are paid in the amount of \$168.63.

2021 Winter taxes are paid in the amount of \$586.98.

2021 State Equalized Value \$17,800.00.

2021 Taxable Value \$17,800.00.

Property located in Benzie County Central Public School District.

Principal Residence Status for 2021 is 0%.

Permanent Property No. 10-11-017-009-01.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: Please contact Transnation Title Agency of Michigan for any update or revision request.

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ORT Form 4690 B-I 6/06 revised 8-1-16

Schedule B I

ALTA Commitment for Title Insurance 6/06

Underwritten by Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B - SECTION II  
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.
2. Rights and Claims of parties in possession.
3. Facts which would be disclosed by a comprehensive survey and inspection of the premises.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Construction liens not of record.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by The Public Records.
8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by uncapping and adjustment of the taxable value, retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
10. Outstanding oil, gas and mineral rights whether recorded or unrecorded.
11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. Easement granted to Consumers Energy Company recorded in Liber 156, Page 547.

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# OFTA LLC<sup>TM</sup>

## Our Family Title Affiliates

*Our Family Title Affiliates incorporates all of the divisions listed below.*

### **Privacy Policy**

*We respect the privacy expectations of our customers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.*

### **We collect Personal Information about you from the following sources;**

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;
- Information from public records.

*We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.*

*One of the important responsibilities of our company, is to record documents in the public domain. Such documents may contain your Personal Information.*

*We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.*

*We maintain physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations. We utilize industry best practices with security and encryption standards, including Unified Threat Management firewalls and security practices, to shield and protect your personal data in electronic formats from outside threats.*

*Concurrently with this Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.*

*Central Division; Great Lakes Division; Grand Rapids Division; Lakeshore Division  
Mason Burgess Division; National Escrow Title Division; Metro Division; Northern Division*

 <b>OLD REPUBLIC TITLE</b>	
<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

	<b>Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)</b>
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Who we are	
<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the <a href="https://www.oldrepublictitle.com/privacypolicy">State Privacy Rights</a> section location at <a href="https://www.oldrepublictitle.com/privacypolicy">https://www.oldrepublictitle.com/privacypolicy</a> for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

<b>Affiliates Who May be Delivering This Notice</b>				
<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>
<b>Lenders Inspection Company</b>	<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>
<b>Old Republic National Commercial Title Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>	<b>Old Republic Title Companies, Inc.</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>
<b>RamQuest Software, Inc.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>The Title Company of North Carolina</b>
<b>Trident Land Transfer Company, LLC</b>				



# 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, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

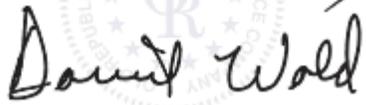
*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of:

Debra Lauermann

(Authorized Signature)  
Transnation Title Agency of Michigan Northern Division  
Traverse City MI

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

## 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 counter-signature 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:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$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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**7499 INDIAN HILL ROAD HONOR, MI 49640** (Property Address)

Parcel Number: 11-017-009-01

**Property Owner:** HARRIS, SHARON L

**Summary Information**

> Property Tax information found

**Owner and Taxpayer Information**

<b>Owner</b>	HARRIS, SHARON L 7356 INDIAN HILL ROAD HONOR, MI 49640	<b>Taxpayer</b>	SEE OWNER INFORMATION
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**Legal Description**

N 165 FT OF W 528 FT OF NW 1/4 OF SW 1/4 SEC 17 T27N R14W 2 A M/L P.A. 7499 INDIAN HILL ROAD [[ URLC; 2/86 218/400 QC; 4/88 LC 226/734; 5/93 281/445 WD; 11/01 436/488 DC; 10/02 436/484 EX DEED; 12/03 492/178 WD; 09/15 2017R-04153 DC;

**Other Information**

**Recalculate amounts using a different Payment Date**

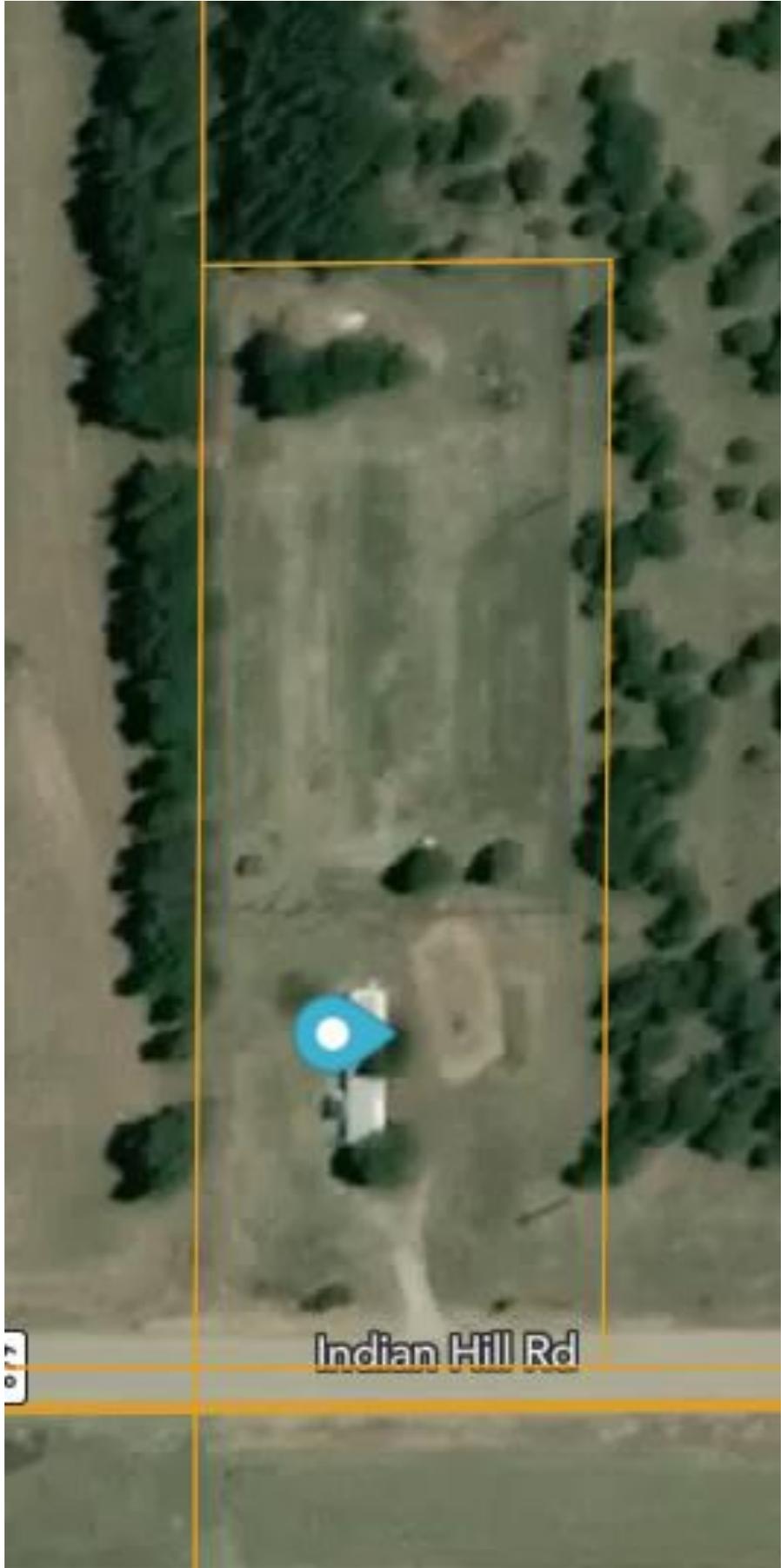
You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2020	Winter	\$236.67	\$236.67	02/02/2021	\$0.00
2020	Summer	\$171.13	\$171.13	09/14/2020	\$0.00
2019	Winter	\$261.24	\$261.24	02/06/2020	\$0.00
2019	Summer	\$168.19	\$168.19	09/10/2019	\$0.00
2018	Winter	\$255.91	\$255.91	02/07/2019	\$0.00
2018	Summer	\$164.34	\$164.34	09/13/2018	\$0.00
2017	Winter	\$247.85	\$247.85	02/08/2018	\$0.00
2017	Summer	\$161.24	\$161.24	09/07/2017	\$0.00

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Indian Hill Rd

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