



32248 US Hwy 12
Niles, MI 49120

Residential
Real Estate Auction
BIDDER
INFORMATION
PACKET

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

Auctioneer & Real Estate Broker

517-927-5028

Real Estate Auction

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

32248 US Highway 12, Niles, MI 49120



Online Bidding Soft Closes:

Tuesday, July 28 @ 7:00 PM

Open House Dates: (Feel free to bring your inspector!)

Thursday, July 23: 4 - 7 PM

Sunday, July 26: 12 - 3 PM

Features:

- 34.1 +/- Acres in Niles, MI
- Large Indoor Riding Arena
- 2,748 Finished Sq-Ft of Space
- Established Equestrian Facility
- 4 Bedrooms & 2.5 Baths
- Fenced Pastures & Paddocks
- Private Pond
- Equipment Storage Buildings
- 15 Minutes from Notre Dame
- 90 Miles from Chicago

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 starting at 7 Pm, Tuesday, July 28, 2026

Commonly referred to as **32248 US Hwy 12, Niles, MI 49120**

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 Sales, LLC, hereinafter referred to as Auctioneer or Auction Company, on behalf of the owners of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all of its agents, employees, representatives, officers, owners, members, or directors.
- Auctioneer is not responsible for acts or representations of Seller.
- Auctioneer reserves the right to update the Terms and Conditions and any property information at any time. Those will be effective immediately upon posting and the Bidder will be bound by those updated Terms and Conditions.
- The act of bidding shall constitute Bidder's acceptance of these Terms and Conditions in whole and individually. If any individual Term or Condition is later found to be unenforceable, Bidder agrees that all remaining Terms and Conditions shall remain valid and in full effect.
- Epic Auctions and Estate Sales, LLC, is acting solely in the role of Seller's Agent and will not act as Agent 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, if applicable.
- 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 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.
- Representation by a Buyer Agent is not required for bidders to participate in the auction process, but Agents are welcome to assist Buyers with the process in accordance with the registration document posted on the Epic website.

Real Property Information

- Information regarding acreage, square footage, room counts, building sizes, improvements, and property characteristics is believed to be accurate but is subject to verification by Buyer. Buyer is responsible for independently verifying all information prior to bidding.
- Property consists of approximately 34.1 acres and includes a residence, indoor riding arena, horse barns, fenced pasture areas, pond, garages, storage buildings, and related improvements. Buyers shall rely solely upon their own inspections and investigations regarding condition, suitability, and intended use.
- 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.
- 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.
- The property is served by a private well and septic system.
- No representations are made by the Seller or Auction Company regarding the condition or capacity of the well and septic systems.
- No well or septic inspections have been performed by Seller or Auction Company unless otherwise stated.

Registration

- All bidders must be 18 years of age as of the date of bidder registration and 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.
- A Buyer’s Agent may NOT register to bid on behalf of any buyer.
- Buyer’s Agents may assist buyers in understanding the auction process but must NOT place bids, register accounts, or act on behalf of any buyer.
- All bidders must register and place bids under their own legal name and account.
- Online bidder identities will be kept confidential except to the 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

- All bidding will take place exclusively online through the designated auction platform. No in-person or phone bidding is available.
- Soft Close: If a bid is placed within the final minutes of the auction, the bidding period will automatically extend until no additional bids are placed during the extension.
- Auction Closing: The auction will officially close when the countdown timer reaches 00:00 (zero), provided no new bids have been placed in the final moments.
- If an internet outage, platform failure, or system malfunction occurs within the final two hours of bidding, the Auctioneer reserves the right to:
 1. Reopen bidding for the affected lot(s), or
 2. Extend the auction closing time at their sole discretion.
- The highest bidder at the time of closure will be contacted for confirmation before the auction is officially finalized.
- Neither Epic Auctions & Estate Sales, LLC, nor the Seller are responsible for:
 - Auction platform malfunctions.

- Bidder's device, software, or internet issues.
- Failure of the bidder to receive email or system notifications.
- Any other technical disruptions that may prevent a bidder from participating.
- Bidders are strongly encouraged to place their bids early and ensure they have a stable internet connection to avoid last-minute issues.

Buyer's Premium

- There will be a **Ten Percent (10%)** Buyer's 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.

Earnest Money/Down Payment/Deposit for Real Property

- A **\$25,000 non-refundable deposit** is required within 24 hours after the auction via wire transfer or certified bank cashier's check.
- Failure to submit the deposit and sign the Purchase Agreement within 24 hours will result in default, and the property may be offered to the next highest bidder.
- **Earnest money is non-refundable except in the event Seller cannot convey marketable title.**
- Earnest money will be held by Auctioneer until closing.
- Remaining balance is to be paid in full within 45 calendar days after the auction.

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.

Buyer Financing

- Terms are **Cash or Conventional Financing Only (No FHA, MSHDA, VA, etc).**
- 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 First American Title, Niles, Michigan. There will be no split closings. Closings may 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 pro-rated 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.

Seller Post Closing Occupancy

- Seller shall have the right to remain in possession of the property for a period not to exceed forty-five (45) calendar days following closing.
- Buyer acknowledges that possession of the property will not transfer at closing.
- Seller may surrender possession at any time prior to expiration of the forty-five (45) day occupancy period.
- Buyer and Seller shall execute any occupancy agreement reasonably required to implement this provision.

Disputes

- In the event of any dispute arising out of the auction, bidding process, purchase agreement, or transfer of the property, Buyer and Seller agree that such dispute shall first be submitted to mediation through the Resolution Services Center of Central Michigan (RSCCM).
- If the dispute is not resolved through mediation, venue for any legal action shall be exclusively in Eaton County, 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 prevent any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

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

Neither Epic Auctions & Estate Sales nor the Seller will discriminate 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: **July 29, 2026**

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 **Niles**, Township of **Milton**, County of **Cass**, State of Michigan, legally described as:

The East 3/4 of the West Half of the Southeast Quarter of Section 8, Township 8 South, Range 16 West, EXCEPT the East 427.50 feet of the West Half of the Southeast Quarter of said Section.

More Commonly Known As: **32248 US Hwy 12, Niles, MI 49120** Parcel #: **14-070-008-038-00.**

This property is sold subject to any recorded covenants, restrictions, and easements of record. The property includes all buildings, improvements, any gas, oil, mineral, and water rights owned by Seller, and 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 Contingencies.

5. PRORATED ITEMS: Interest, rents, association fees if applicable, 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 the 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 pro-rated.

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 shall be conducted by First American Title located in Niles, Michigan. Closings can be handled remotely.

Buyer Initials _____

8. TITLE. If defects exist, SELLER will have 90 days after receiving written notice to remedy the defect(s). If SELLER is unable to cure defects within 90 days, BUYER may either: (a) terminate the contract and receive a full refund of the deposit; or (b) extend the period for remediation at BUYER's discretion.
9. BUYER AND SELLER ACKNOWLEDGE THAT EPIC AUCTIONS & ESTATE SALES, LLC IS ONLY ACTING AS THE SELLER'S AGENT.
10. SALE must be closed within 45 calendar days. Seller reserves the right to extend the closing date by up to 15 additional calendar days if necessary to resolve title, financing, or closing document issues, provided Buyer is notified in writing.
11. OCCUPANCY. Seller shall have the right to remain in possession of the property for a period not to exceed forty-five (45) calendar days following Closing. Buyer acknowledges that possession of the property will not transfer at Closing. Seller's post-closing occupancy shall not delay or extend the closing deadline established by this Agreement. Seller may surrender possession at any time prior to expiration of the occupancy period. Buyer and Seller agree to execute any occupancy agreement reasonably required by the closing agent to implement this provision.
12. 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.
13. SELLER'S DISCLOSURE. BUYER acknowledges that a SELLER'S Disclosure Statement has been provided, unless exempt under Michigan law.
14. BUYER DEPOSIT: **\$25,000** showing BUYER'S good faith will be deposited with the Auctioneer Company and will apply at closing as part of the purchase price. The earnest money deposit is non-refundable except in the event Seller is unable to convey marketable title, in which case the deposit shall be returned to Buyer. In the event of default by BUYER, SELLER shall have the option to either: (a) retain the deposit as liquidated damages, thereby terminating any further liability of BUYER; or (b) pursue legal or equitable remedies, in which case the deposit will be applied toward any damages awarded.
15. BUYER AND SELLER agree that any dispute arising out of or relating to this Agreement shall first be submitted to mediation through the Resolution Services Center of Central Michigan (RSCCM). If the dispute is not resolved through mediation, venue for any legal action shall be exclusively in Eaton County, Michigan.
16. BUYER will not assign this Agreement without written consent of SELLER.
17. Seller shall maintain property insurance until the date of closing. If the property is materially damaged prior to closing, Buyer may either: (a) proceed with the purchase and receive any insurance proceeds; or (b) terminate this contract and receive a full refund of the deposit.

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

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

Dated: _____

Buyer: _____

Buyer: _____

Buyer Initials _____

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 **\$25,000** in accordance with the terms provided herein.

Dated: _____

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

Buyer Initials _____

Seller's Disclosure Statement

Property Address 32248 U.S. 12

Street

Niles

City, Village or Township

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 inspection 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 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 listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/oven	☒	☐	☐	☐
Dishwasher	☒	☐	☐	☐
Refrigerator	☒	☒	☐	☐
Hood/fan	☒	☐	☐	☒
Disposal	☒	☐	☐	☐
TV antenna, TV rotor & controls	☐	☒	☐	☒
Electrical system	☒	☐	☐	☐
Garage door opener & remote control	☒	☐	☐	☐
Alarm system	☐	☐	☐	☒
Intercom	☐	☐	☐	☒
Central vacuum	☐	☐	☐	☒
Attic fan	☐	☐	☐	☒
Pool heater, wall liner & equipment	☒	☐	☐	☐
Microwave	☒	☐	☐	☐
Trash compacter	☐	☐	☐	☒
Ceiling fan	☒	☐	☐	☒
Sauna/hot tub	☐	☐	☐	☒

	Yes	No	Unknown	Not Available
Washer	☒	☐	☐	☐
Dryer	☒	☒	☐	☐
Lawn sprinkler system	☐	☒	☐	☐
Water heater	☒	☐	☐	☐
Plumbing system	☒	☐	☐	☐
Water softener/conditioner	☒	☐	☐	☐
Well & pump	☒	☐	☐	☐
Septic Tank & drain field	☒	☐	☐	☐
Sump pump	☒	☐	☐	☒
City water system	☐	☐	☐	☒
City sewer system	☐	☐	☐	☒
Central air conditioning	☒	☐	☐	☐
Central heating system	☒	☐	☐	☐
Wall furnace	☒	☐	☐	☐
Humidifier	☒	☐	☐	☐
Electronic air filter	☐	☐	☐	☒
Solar heating system	☐	☐	☐	☒
Fireplace & chimney	☒	☐	☒	☐
Wood burning system	☐	☐	☒	☐

Explanation (attach additional sheets if necessary): Irrigation is no longer functioning/wood burner last used ~ 2018

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

Property conditions, improvements and additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes ☒ no ☐
If yes, please explain: Hydaway culvert blocked & DOT fixed drainage issue
- Insulation:** Describe, if known: UNKNOWN
Urea formaldehyde Foam Insulation (UFFI) is installed? unknown ☒ yes ☐ no ☐
- Roof:** Leaks? yes ☐ no ☒
Approximate age if known: 2022
- Well:** Type of well (depth/diameter, age and repair history, if known): 5" submersible - 2023
Has the water been tested? yes ☐ no ☒
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Condition, if known: pumped 2024 - works fine
- Heating system:** Type/approximate age: furnace switched from propane to NG & all new interior parts ~ 2018
- Plumbing system:** Type: copper ☐ galvanized ☐ other ☒
Any known problems? NO
- Electrical system:** Any known problems? NO
- History of infestation,** if any: (termites, carpenter ants, etc.) NO

AS

Seller's Initials

Buyer's Initials

Seller's Disclosure Statement

Property Address: 32248 U.S. 12

Street

Niles

City, Village or Township

MICHIGAN

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 property.

unknown ☐

yes ☐

no ☒

If yes, please explain:

11. Flood Insurance: Do you have flood insurance on the property?

unknown ☐

yes ☐

no ☒

12. Mineral Rights: Do you own the mineral rights?

unknown ☒

yes ☐

no ☐

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

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

unknown ☐

yes ☐

no ☒

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

unknown ☐

yes ☐

no ☒

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 ☒

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

unknown ☐

yes ☐

no ☒

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

unknown ☐

yes ☐

no ☒

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

unknown ☐

yes ☐

no ☒

7. Any underground storage tanks?

unknown ☒

yes ☐

no ☐

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

unknown ☐

yes ☒

no ☐

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

unknown ☐

yes ☐

no ☒

10. Any outstanding municipal assessments or fees?

unknown ☐

yes ☐

no ☒

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

unknown ☐

yes ☐

no ☒

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

The Seller has lived in the residence on the property from January 2013 (date) to present (date).

The Seller has owned the property since same (date).

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.

BUYER IS 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 SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO 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

Date

11/20/2024

Seller

Date

Buyer has read and acknowledges receipt of this statement.

Buyer

Date

Time

Buyer

Date

Time

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation for warranties made in connection with the form.



Seller's Sewer/Septic Disclosure Statement



Property Address: 32248 U.S. 12, Niles, Michigan

Purpose of Statement: This Supplemental Sewer/Septic Disclosure Statement expands upon the related questions in the Sellers' Disclosure Statement regarding the septic system or sewer system and is intended to be a part thereof.

Seller's Disclosure: Unless otherwise advised, the Seller does not possess any expertise in construction, engineering, or any other specific area related to the construction or condition of the sewage disposal system. 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 Purchaser may wish to obtain. The following are representations made solely by the Seller and are not the representations of the Seller's agent, if any.

Instructions to Seller: (1) Answer applicable questions to the best of your ability. (2) Report known conditions affecting the sewage disposal system. (3) If you do not know facts necessary to answer a question, respond "unknown". (4) Attach additional pages with your signature if additional space is needed. (5) Complete this form yourself.

Please indicate the type of sewage disposal system the property is connected to and answer the respective questions.

☐ **Municipal sewer system**

1. Any known problems? _____
2. Has the sewer line from the house to the street required periodic rodding/cleaning? _____
3. Is your sewer line entirely on your property? _____
4. Has the municipal sewer system ever backed up at this property? _____

☒ **On-site private septic system**

1. Age of system? UNKNOWN
2. Any known problems? None Known
3. Septic tank size? Unknown Is there also a Dosing Chamber with lift pump? _____
4. The secondary system is a:
 - a. ☐ drain field
 - b. ☐ dry well(s)
 - c. ☒ other diverter valve
 - d. ☐ unknown
 - e. ☐ none (holding tank only)
5. Does the system serve only this property? Yes
6. Is the entire septic system within the boundaries of your property? Yes
7. When was the last time the tank was pumped out? 2024 By Whom: Krueger
8. When was the last time the septic system was inspected? 2024 By Whom: Krueger



Seller's Sewer/Septic Disclosure Statement



9. Is a municipal sewer system available at the street? ☐ Yes ☒ No

If yes, are you aware of any circumstances under which connection to municipal sewer would be required? N/A

10. Seller may attach copies of any inspection reports or permits for this system if available.

☐ **Private Community Sewer System**

1. Describe _____
2. Any known problems? _____

☐ **Other type of sewage disposal system**

1. Describe _____
2. Any known problems? _____

Seller has completed this disclosure based on information known to Seller. Should changes occur in the condition of the systems indicated above, Seller shall immediately revise this statement and furnish the Buyer with a copy. Seller certifies that the information in this statement is true and accurate to the best of Seller's knowledge and authorizes disclosure of this information to prospective purchasers. In no event shall the parties hold the Broker liable for any representations not directly made by the REALTOR/Broker.

Seller [Signature]

Date 11/20/2024

Seller _____

Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____

Date _____ Time _____

Buyer _____

Date _____ Time _____



LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



32248 U.S. 12

Niles

MI

Street Address

City, Village, Township

State

Lead Warning Statement

Every purchaser of 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 of 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.

I. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based and/or lead-based paint hazards are present in the housing (explain):

or

☒ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

(b) Records and reports available to the seller (check one below):

☐ Seller has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

or

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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

Date: 11/20/2024

Seller

Date:

Seller

II. Agent's Acknowledgment (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d 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:

Agent

III. Purchaser's Acknowledgment (initial)

(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):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or or inspection of the presence of lead-based paint or lead-based hazards;☐ 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

Date:

Purchaser



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 20 North 2nd Street, Suite 104, Niles, MI 49120
Contact: (269)683-5500, mi.niles@firstam.com
Issuing Office's ALTA® Registry ID: 1126052
Commitment Number: 1022012
Issuing Office File Number: 1022012
Property Address: 32248 US Hwy 12, Niles, MI 49120
Revision: B

SCHEDULE A

1. Commitment Date: April 06, 2026 at 8:00 AM
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Expanded Coverage (Eagle) Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Steven Bogunia, a single man
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title™

**Commitment for Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)
File Number: 1022012**

First American Title Insurance Company

By:

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. The marital status of the vested owner described in item 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting title in the land. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed
7. Submit current survey, mortgage report or affidavit regarding survey matters satisfactory to First American Title Insurance Company.
8. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to included the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
9. Submit true copy of the Judgment of Divorce between Diane Renee Bogunia and Steven Paul Bogunia. This commitment is subject to such further requirements and/or exceptions as may be deemed necessary after a review of the Judgment.
10. Warranty Deed from Steven Bogunia, a single man to To Be Determined.
11. Mortgage to be insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



12. Payment, cancellation and satisfaction of a Mortgage securing an original indebtedness in the amount of \$560,000.00, recorded April 27, 2022 as Liber 1216, page 383 .

Dated: April 26, 2022

Mortgagor: Steven P. Bogunia and Diane R. Bogunia

Mortgagee: First State Bank of Middlebury

13. Payment, cancellation and satisfaction of a Future Advance Mortgage securing an original indebtedness in the amount of \$220,000.00, recorded June 24, 2024 as Liber 1247, page 832 .

Dated: June 17, 2024

Mortgagor: Steven P. Bogunia also known as Steven Bogunia

Mortgagee: First State Bank of Middlebury

14. In the event any mortgage lien to be paid, satisfied and released of record secures a Line of Credit such as an Equity Line, Revolving Line, Open-Ended Mortgage, or Future Advance Mortgage, we require a written payoff request authorized and signed by the mortgagor to the lender requesting the payoff amount and instructing the lender, upon receipt of the request, to "close the account, make no further advances and to record a discharge of mortgage upon receipt of payoff funds. Prior to or at closing, mortgagor is required to execute an Affidavit attesting that mortgagor has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.

15. Pay unpaid taxes and assessments unless shown as paid.

2025 Summer Taxes in the amount of \$2,478.04 are PAID

2025 Winter Taxes in the amount of \$3,462.33 are PAID, includes \$40.00 for Ambulance

Tax Parcel Identification:

Property Address: 32248 US Hwy 12

Tax Parcel No.: 14-070-008-038-00

2025 State Equalized Value: \$262,200.00

2025 Taxable Value: \$233,386.00

Principal Residence Exemption, as of past December 31: 100%

Special Assessments: Unavailable

School District: Brandywine

The amounts shown as due do not include collection fees, penalties or interest.

16. If the Land is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Consent to Grade to the Michigan Department of Transportation in favor of the Michigan Department of Transportation and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1028, page 1296.
8. Highway Easement to the Michigan Department of Transportation in favor of the Michigan Department of Transportation and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1028, page 1293.
9. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



11. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
12. Lien for outstanding water or sewer charges, if any.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the Township of Milton, County of Cass, State of Michigan, and is described as follows:

The East 3/4 of the West Half of the Southeast Quarter of Section 8, Township 8 South, Range 16 West, EXCEPT the East 427.50 feet of the West Half of the Southeast Quarter of said Section.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No.: 1022012

The following are the maximum dollar amount limits of liability for the covered risks identified and which will be attached to and made part of the ALTA Homeowner's Policy to be issued herein:

Covered Risk Number	Your Deductible Amount	Company's Maximum Dollar Limit of Liability
16 (Subdivision Law Violation)	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
18 (Building Permit)	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
19 (Zoning)	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
21 (Encroachment of Boundary Walls or Fences)	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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.

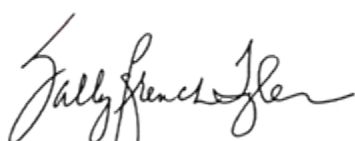
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance 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.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements;
 - Schedule B, Part II—Exceptions; and
 - 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 is not liable for any other amendment to this Commitment.
5. LIMITATIONS OF LIABILITY
- 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:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not 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.
 - The Company is only liable 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.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not 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.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - 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.
 - 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.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2026 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021-2024 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

32248 US 12

NILES, MI 49120
Parcel #14-070-008-038-00
Property Owner: BOGUNIA STEVEN

✓Record Successfully Accessed

✕

You have access for 30 days

for more details and a printable receipt of this transaction.

Owner and Taxpayer Information

Owner	BOGUNIA STEVEN 32248 US HWY 12 NILES, MI 49120
-------	--

Taxpayer	SEE OWNER INFORMATION
----------	-----------------------

General Information for Tax Year 2025

Property Class	401 RESIDENTIAL-IMPROVED
School District	BRANDYWINE PUBLIC SCH DIST
Map Number	No Data to Display
User Number Index	0
User Alpha 1	No Data to Display
User Alpha 3	No Data to Display
Historical District	No
User Alpha 2	No Data to Display

Unit	070 MILTON TOWNSHIP
Assessed Value	\$262,200
Taxable Value	\$233,386
State Equalized Value	\$262,200
Date of Last Name Change	06/03/2024
Notes	Not Available
Census Block Group	No Data to Display
Exemption	No Data to Display

Principal Residence Exemption Information

Effective Date	12/28/2012
----------------	------------

Principal Residence Exemption	June 1st	Final
2025	100.0000%	100.0000%

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$251,300	\$251,300	\$226,369
2023	\$233,000	\$233,000	\$215,590
2022	\$208,300	\$208,300	\$205,324

Land Information

Zoning Code	
Land Value	\$524,400
Renaissance Zone	No
ECF Neighborhood	No Data to Display
Lot Dimensions/Comments	No Data to Display

Total Acres	Not Available
Land Improvements	\$0
Renaissance Zone	No Data to Display
Expiration Date	No Data to Display
Mortgage Code	No Data to Display
Neighborhood Enterprise Zone	No

How can I help you today?

Lot(s)	Frontage	Depth
No lots found.	✓Record Successfully Accessed	
	You have access for 30 days	

Legal Description

373-539 120-1 E 3/4 W 1/2 SE 1/4 EX E 427.5 FT. SEC 8 34.1 AC M/L

Land Division Act Information

Date of Last Split/Combine	No Data to Display	for more details and a printable receipt of this transaction.
Date Form Filed	No Data to Display	
Date Created	01/01/2000	
Acreage of Parent	0.00	
Split Number	0	
Parent Parcel	No Data to Display	

Number of Splits Left	Not Available
Unallocated Div.s of Parent	Not Available
Unallocated Div.s Transferred	Not Available
Rights Were Transferred	Yes
Courtesy Split	No

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
05/17/2024	\$0.00	QC	BOGUNIA STEVEN P & DIANE R	BOGUNIA STEVEN	21-NOT USED/OTHER	1246/46
12/28/2012	\$317,000.00	WD	COLE DOYNE & SHARON	BOGUNIA STEVEN P & DIANE R	03-ARM'S LENGTH	01052/02006

How can I help you today?

32248 US 12

NILES, MI 49120
Parcel #14-070-008-038-00
Property Owner: BOGUNIA STEVEN

Owner and Taxpayer Information

Owner	BOGUNIA STEVEN 32248 US HWY 12 NILES, MI 49120
-------	--

Taxpayer	SEE OWNER INFORMATION
----------	-----------------------

Legal Description

373-539 120-1 E 3/4 W 1/2 SE 1/4 EX E 427.5 FT. SEC 8 34.1 AC M/L

Tax History

Year Season	Total Amount	Total Paid	Last Paid	Total Due
2025 Winter	\$3,462.33	\$3,462.33	Not Available	Not Available
2025 Summer	\$2,478.04	\$2,478.04	Not Available	Not Available
2024 Winter	\$3,372.95	\$3,372.95	Not Available	Not Available
2024 Summer	\$2,413.43	\$2,413.43	Not Available	Not Available
2023 Winter	\$3,094.56	\$3,094.56	Not Available	Not Available
2023 Summer	\$2,301.60	\$2,301.60	Not Available	Not Available
2022 Winter	\$3,026.82	\$3,026.82	Not Available	Not Available
2022 Summer	\$2,192.01	\$2,192.01	Not Available	Not Available
2021 Winter	\$2,922.85	\$2,922.85	Not Available	Not Available
2021 Summer	\$2,126.15	\$2,126.15	Not Available	Not Available

How can I help you today?

