



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

REF:

1. Effective Date: October 20, 2009 at 08:00 AM **Commitment No: MI-P63548**

2. Policy or Policies to be issued: **Revision:**

ALTA Owner's Policy - 6/17/06 (Lawyer's Title 2006 ALTA Homeowner's Policy)

Proposed Insured: Proposed Purchaser

Amount: \$ 1,000.00

ALTA Loan Policy - 06/17/06

Proposed Insured:

Amount:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is, at the affective date hereof, vested in:

James L. Langley

4. The Land referred to in this Commitment is described as follows:

Land situated in the Township of Leighton, Allegan County, Michigan:

Parcel 1:

Commencing at a point 66 rods North of the Southeast corner of the Southwest quarter of Section 19, Town 4 North, Range 11 West for a place of beginning; thence North 29 rods; thence West 14 rods; thence South 29 rods; thence East 14 rods to the place of beginning

03-13-019-009-00

Parcel 2:

That part of the Southwest quarter of Section 19, Town 4 North, Range 11 West, described as:
Commencing at the South quarter corner of said section; thence North 89 degrees 46 minutes 41 seconds West 231.00 feet along the South line of said Southwest quarter; thence North 00 degrees 00 minutes East 678.0 feet parallel with the East line of said Southwest quarter to the place of beginning; thence North 89 degrees 46 minutes 41 seconds West 610.60 feet; thence North 00 degrees 00 minutes East 642.0 feet; thence South 89 degrees 46 minutes 41 seconds East 610.60 feet; thence South 00 degrees 00 minutes West 642.0 feet to the place of beginning

03-13-019-006-51

SUN TITLE AGENCY, LLC

By: _____

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

1. Standard requirements set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Submit Owner's Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein.
4. Submit a copy of the fully executed Purchase Agreement to Sun Title Agency of Michigan LLC, for review prior to the closing.
5. Record a Warranty Deed from James L. Langley, joined by spouse, if any to Proposed Purchaser.
6. Record a Release of the Mortgage in the original amount of _____, executed by James L. Langley, a single man to Byron Bank dated April 24, 2007 recorded May 2, 2007 in Liber 3115, on page 103, having been assigned to Byron Acquisition, LLC, a Michigan limited liability company as recorded in Liber 3360, on page 949. Statutory Notice of Default in the Terms and Conditions of Mortgage recorded in Liber 3286, on page 735.
7. 2009 Winter taxes, which become due and payable on December 1, 2009, have not been examined. Please contact the treasurer before closing to obtain the 2009 Winter tax bill amount.
8. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2009 Summer taxes are DUE in the amount of \$4,094.26 if paid by November 30, 2009

2009 Summer base tax: \$3,976.16

2008 taxes are DUE in the amount of \$3,057.01 if paid by November 30, 2009

2008 Winter base Tax: \$2,692.05

State Equalized Value: \$170,000.00 (2009)

Taxable Value: \$170,000.00 (2009)

Principal Residence Exemption: 0%

Special Assessments: Bear Swamp in the amount of \$23.57 included in the 2008 Winter tax bill

Bear Swamp in the amount of \$22.80 to be included in the 2009 Winter tax bill. An additional \$116.75

DUE if paid by December 1, 2009

School District: Wayland

Tax Identification Number: 03-13-019-009-00

Tax Contact Information: use website

9. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2009 Summer taxes are DUE in the amount of \$440.81 if paid by November 30, 2009

2009 Summer base tax: \$428.09

2008 Winter taxes are DUE in the amount of \$494.67 if paid by November 30, 2009

2008 Winter base tax: \$424.49

State Equalized Value: \$22,500.00 (2009)

Taxable Value: \$18,304.00 (2009)

Principal Residence Exemption: 100%

SCHEDULE B - SECTION I

(Continued)

Special Assessments: Bear Swamp in the amount of \$40.04 included in the 2008 Winter tax bill
Bear Swamp in the amount of \$38.73 to be included in the 2009 Winter tax bill. An additional \$198.42
DUE if paid by December 1, 2009
School District: Wayland
Tax Identification Number: 03-13-019-006-51
Tax Contact Information: use website

10. NOTE: If the proposed parcel to be insured has a public water or sewer supply, additional investigation by the parties involved in this transaction should be made to determine if: 1. Current charges are being paid on a timely basis, 2. Deferred installation or connection charges are still owing, and 3. Future installation charges would be incurred to connect to the system. The Policy to be issued will not insure against any loss or damage arising from these charges.

NOTE: Information set forth in the Commitment regarding the principal residence exemption (homestead), school district, state equalized value, taxable values and any estimated taxes or assessments, are shown for informational purposes only and the accuracy of such information is neither guaranteed nor insured by the Company or its underwriter.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth in jacket.
2. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
4. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
5. Loss or damage due to future installation charges, deferred installation or connection charges or current water and/or sewer charges due and payable at time of closing.
6. 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.
7. Easement to McConnell Drain Drainage District as recorded in Liber 1944, on page 319, as to Parcel 1.
8. Easement to McConnell Drain Drainage District as recorded in Liber 1944, on page 813, as to Parcel 2.
9. The insurer does not insure access to Parcel 2 independent of Parcel 1.
10. Easement in favor of Consumers Power Company (now known as Consumers Energy) as recorded in Liber 523, on page 393.
11. Terms, covenants, and conditions of instrument recorded in Liber 678, on page 532.
12. Easement for drain purposes vested in Allegan County as recorded in Liber 901, on page 327.
13. Terms, covenants, and conditions of Release and Reconvey of Right of Way as recorded in Liber 905, on page 507.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C
LEGAL DESCRIPTION

Land situated in the Township of Leighton, Allegan County, Michigan:

Parcel 1:

Commencing at a point 66 rods North of the Southeast corner of the Southwest quarter of Section 19, Town 4 North, Range 11 West for a place of beginning; thence North 29 rods; thence West 14 rods; thence South 29 rods; thence East 14 rods to the place of beginning

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Parcel 2:

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