

**SCHEDULE A**

1. Effective Date: December 21, 2009 at 08:00 AM

2. Policy or Policies to be issued: Amount

(a)   X   Owner's Policy ( First American 2006 ALTA Owner's Policy Eagle Protection ) \$ 1,000.00  
Proposed Insured:

Proposed Purchaser

(b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Stanley L. Arnt, a married man

5. The land referred to in the Commitment is described as follows:

Land situated in the Township of Silver Creek, Cass County, Michigan:

The East 1/2 of the East 1/2 of the Northwest 1/4, Section 27, ALSO the West 1/2 of the East 1/2 of the Northwest 1/4 Section 27, ALSO the Southwest 1/4 of the Northeast 1/4, EXCEPT that part on the South and East of the Dowagiac River Drain, Section 27, ALSO the Northwest 1/4 of the Southeast 1/4 EXCEPT that part running South and East of the Dowagiac River Drain, Section 27, ALSO the West 5.74 chains of that part of the East 1/2 of the Northeast 1/4, South of highway, EXCEPT one acre of the Northeast 1/4 of the Northeast 1/4, Section 27, ALSO the West one acre of the Northeast 1/4 of the Northeast 1/4, Section 27, Town 5 South, Range 16 West.

Subject to and together with an easement for ingress, egress and utilities across the following described parcel: From the North 1/4 corner of Section 27, Town 5 South, Range 16 West, measure South 89 degrees 33 minutes 34 seconds East along the North line of said Section, 1320.83 feet, to the point of beginning of the land herein described; thence continuing South 89 degrees 33 minutes 34 seconds East along said North line 33.00 feet; thence South 00 degrees 11 minutes 37 seconds East 1348.25 feet; thence North 89 degrees 29 minutes 00 seconds West 1354.07 feet to the North - South 1/4 line of said Section; thence North 88 degrees 56 minutes 54 seconds West 33.00 feet; thence North 00 degrees 11 minutes 03 seconds West 33.00 feet; thence South 89 degrees 56 minutes 54 seconds East 33.00 feet to the said North - South 1/4 line; thence South 89 degrees 29 minutes 00 seconds East 1321.07 feet; thence North 0 degrees 11 minutes 37 seconds West 1315.21 feet to the point of beginning.

- 14-130-027-008-00
- 14-130-027-010-01
- 14-130-027-019-00
- 14-130-027-002-00
- 14-130-027-009-01

**SCHEDULE A**  
(Continued)

Commitment Number: MI-P64037

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**Sun Title Agency, LLC**

By: \_\_\_\_\_  


First American Title Insurance Company

Commitment Number: MI-P64037

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Submit Owner's Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein.
- f. Submit a copy of the fully executed Purchase Agreement to Sun Title Agency of Michigan LLC, for review prior to the closing.
- g. Record a Warranty Deed from Stanley L. Arnt and spouse to Proposed Purchaser.
- h. Record a Release of the Mortgage in the original amount of \$ \_\_\_\_\_ executed by Stanley L. Arnt, as to Parcels 1, 3-6; Stanley L. Arnt and Sally J. Arnt, husband and wife, as to Parcel 2; Joseph Arnt (aka Stanley L. Arnt) and Sally Arnt, husband and wife, as to Parcel 7 to Elkhart Community Bank dated October 4, 2007 recorded October 23, 2007 in Liber 967, Page 1395.
- i. 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 Winter taxes are DUE in the amount of \$180.00 if paid by February 14, 2010

2009 Summer taxes are PAID in the amount of \$263.63

State Equalized Value: \$47,800.00 (2009)

Taxable Value: \$19,647.00 (2009)

Principal Residence Exemption: 100% (2009)

Special Assessments: Unavailable

School District: Dowagiac

Tax Identification Number: 14-130-027-008-00

Tax Contact Information: use website

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**  
(Continued)

Commitment Number: MI-P64037

- j. 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 Winter taxes are DUE in the amount of \$181.14 if paid by February 14, 2010  
2009 Summer taxes are PAID in the amount of \$624.75  
State Equalized Value: \$48,600.00 (2009)  
Taxable Value: \$19,772.00 (2009)  
Principal Residence Exemption: 0% (2009)  
Special Assessments: Unavailable  
School District: Dowagiac  
Tax Identification Number: 14-130-027-010-01  
Tax Contact Information: use website

- k. 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 Winter taxes are DUE in the amount of \$114.70 if paid by February 14, 2010  
2009 Summer taxes are PAID in the amount of \$168.02  
State Equalized Value: \$32,000.00 (2009)  
Taxable Value: \$12,523.00 (2009)  
Principal Residence Exemption: 100% (2009)  
Special Assessments: Unavailable  
School District: Dowagiac  
Tax Identification Number: 14-130-027-019-00  
Tax Contact Information: use website

- l. 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 Winter taxes are DUE in the amount of \$4.76 if paid by February 14, 2010  
2009 Summer taxes are PAID in the amount of \$7.00  
State Equalized Value: \$1,400.00 (2009)  
Taxable Value: \$524.00 (2009)  
Principal Residence Exemption: 100% (2009)  
Special Assessments: Unavailable  
School District: Dowagiac  
Tax Identification Number: 14-130-027-002-00  
Tax Contact Information: use website

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**  
(Continued)

Commitment Number: MI-P64037

- m. 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 Winter taxes are DUE in the amount of \$203.73 if paid by February 14, 2010

2009 Summer taxes are PAID in the amount of \$702.63

State Equalized Value: \$47,400.00 (2009)

Taxable Value: \$22,237.00 (2009)

Principal Residence Exemption: 0% (2009)

Special Assessments: Unavailable

School District: Dowagiac

Tax Identification Number: 14-130-027-009-01

Tax Contact Information: use website

- n. 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.

## **FIRST AMERICAN TITLE INSURANCE COMPANY**

### **SCHEDULE B - SECTION II EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. 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.
8. Rights of the adjoining owners over and across the subject property.
9. 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.
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.

**End of Schedule B-II  
First American Title Insurance Company**

Commitment No.: MI-P64037  
Owner's Policy No.:  
Loan Policy No.:

## SCHEDULE C

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

Land situated in the Township of Silver Creek, Cass County, Michigan:

The East 1/2 of the East 1/2 of the Northwest 1/4, Section 27, ALSO the West 1/2 of the East 1/2 of the Northwest 1/4 Section 27, ALSO the Southwest 1/4 of the Northeast 1/4, EXCEPT that part on the South and East of the Dowagiac River Drain, Section 27, ALSO the Northwest 1/4 of the Southeast 1/4 EXCEPT that part running South and East of the Dowagiac River Drain, Section 27, ALSO the West 5.74 chains of that part of the East 1/2 of the Northeast 1/4, South of highway, EXCEPT one acre of the Northeast 1/4 of the Northeast 1/4, Section 27, Town 5 South, Range 16 West.

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