

SCHEDULE A

1. Effective Date: January 14, 2010 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:

Select Bank, a Michigan banking corporation; Subject to the redemption rights of Dawn Rentals, LLC and Isaac Love and Joann Love, husband and wife. Said redemption rights expire on February 7, 2010

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

Land situated in the City of Muskegon, Muskegon County, Michigan:

Lot 12 and the North half of Lot 11 in Block 307 of Revised Plat of 1903 of the City of Muskegon, according to the plat thereof, as recorded in Liber 3 of Plats, on page 71

61-24-205-307-0012-00

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-P64408

**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. Submit evidence satisfactory to the company that any borrower entitled to notice under MCLA 600.3204(4), has been served as required and that all the provisions of MCLA 600.3205a, 600.3205b and 600.3205c have been complied with, if applicable.
- h. The property is subject to the Right to redeem subject property from the foreclosure proceedings evidenced by said Sheriff's Deed. Said right to redeem shall continue until February 7, 2010 unless extended by operation of law.
- i. In regard to Select Bank, the Company must be furnished the following documentation:
 - A. Certified copy of the Articles of Incorporation.
 - B. Certified copy of the proper corporate resolution(s) authorizing the sale of the land and directing the proper officers to execute the proposed transaction on behalf of said corporation.
 - C. Certificate of Good Standing or Certificate of Existence from the Secretary of State of Michigan, attesting to the current good standing.
- j. Record a Warranty Deed from Select Bank, a Michigan banking corporation to Proposed Purchaser.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form 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.



(MI-P64408.PFD/MI-P64408/8)

Commitment Number: MI-P64408

SCHEDULE B - SECTION I
(Continued)

- 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 \$424.03 if paid by February 14, 2010

2009 Summer taxes were PAID in the amount of \$197.09

State Equalized Value: \$16,200.00 (2009)

Taxable Value: \$16,200.00 (2009)

Principal Residence Exemption: 100% (2009)

Special Assessments: Unavailable

School District: Muskegon

Tax Identification Number: 61-24-205-307-0012-00

Tax Contact Information: use website

- l. 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. 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.
9. Right to redeem subject property from the foreclosure proceedings evidenced by said Sheriff's Deed. Said right to redeem shall continue until February 7, 2010 unless extended by operation of law.
10. The terms, conditions and provisions as contained in the Land Contract as evidenced by a Memorandum of Land Contract, and any and all parties claiming, by through or thereunder, between Dawn Rentals, LLC, as seller and Isaac Love and Joann Love, husband and wife, as purchaser dated October 3, 2007 and recorded October 5, 2007 and recorded in Liber 3757, on page 434. NOTE: Upon expiration of the redemption period of the Sheriff's Deed this exception will not show on the final policy.

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

Commitment No.: MI-P64408
Owner's Policy No.:
Loan Policy No.:

SCHEDULE C

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

Land situated in the City of Muskegon, Muskegon County, Michigan:

Lot 12 and the North half of Lot 11 in Block 307 of Revised Plat of 1903 of the City of Muskegon, according to the plat thereof, as recorded in Liber 3 of Plats, on page 71

61-24-205-307-0012-00