APPENDIX D

Legal Description and Property Information

Nell Bennett Wood and Louise Bennett Russell TO State of Michigan - Michigan State Police

Received for Record this 22nd day of August A. D. 19 36, at 10:30 o'clock A. M., as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Clyde V. Showalter, Register of Deeds.

This Indenture Made this 26th day of November in the year of our Lord one thousand nine hundred and thirty five

BETWEEN Nell Bennett Wood and Louise Bennett Russell of the first part,

and "STATE OF MICHIGAN - (MICHIGAN STATE POLICE)" of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE THOUSAND Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do es by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, ALL that certain piece or parcel of Land, situate and being in the City of Mt. Pleasant County of Isabella, and State of Michigan, and described as follows, to-wit:

Commencing at a point 445.85 feet north of the intersection of the north line of Pickard street and the west line of Mission street thence southerly along the west line of Mission street one hundred feet (100 ft.) thence west one hundred thirty two feet (132 ft.) thence north one hundred feet (100 ft) thence east about one hundred thirty two feet (132 ft.) to the place of beginning.

U. S. REVENUE N.B.W. 11-26-35 $1.00 STAMP

Together with all and Singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining: *To Have and to Hold* the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns, FOREVER. And the said Nell Bennett Wood and Louise Bennett Russell parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises IN FEE SIMPLE; that they are free from all encumbrances whatever;

and that they will, and their heirs, executors, and administrators, shall *Warrant and Defend* the same against all lawful claims whatsoever,

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Chas. A. Carnahan
C. J. Myers

Nell Bennett Wood (SEAL)
Louise Bennett Russell (SEAL)
(SEAL)
(SEAL)

STATE OF MICHIGAN, } ss.
COUNTY OF Michigan

On this 26th day of November in the year one thousand nine hundred and thirty five before me, the subscriber, a notary public in and for said County, personally appeared Nell Bennett Wood and Louise Bennett Russell to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Charles A. Carhenan

My commission expires March 1st, 19 37 Notary Public, County, Michigan

COMMITMENT FOR TITLE INSURANCE – MI

N-100036

Mount Pleasant, MI
Isabella County
State of Michigan

Issued by **Lawyers Title Insurance Corporation**

LandAmerica
Lawyers Title

Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused i[illegible] by its duly authorized officers, the Policy to become valid when countersigned by an authorize[illegible]

LAWYERS TITLE INSURANCE CORPORATION

Attest: Secretary

LAWYERS TITLE INSURANCE CORPORATION SEAL 1925 RICHMOND, VA

By: President

Countersigned by

Authorized Officer or Agent

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the Company, signed by or on behalf of all mortgagors; acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

Requirement: Satisfactory survey by an approved surveyor showing no variations in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

(1) Rights or claims of parties in possession not shown of record.
(2) Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
(3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
(4) Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.
(5) Restrictions upon the use of the premises not appearing in the chain of title.
(6) The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be party in interest.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject land other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment, and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

COMMITMENT FOR TITLE INSURANCE
Schedule A

Ref:

1. **Effective Date:** July 07, 2006 at 8:00 am

Commitment No.: N-100036
10887397

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

ALTA Owners Policy **Amount:** "TO BE DETERMINED"

Proposed Insured: Prospective Purchaser

3. **Title to the** Fee Simple **estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

State of Michigan

4. **The land referred to in this Commitment is located in the City of Mt. Pleasant, County of Isabella, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

N-100036

Exhibit "A"

Part of Section 10, Town 14 North, Range 4 West, City of Mt. Pleasant, County of Isabella, State of Michigan, described as: Commencing at a point 445.85 feet North of the intersection of the North line of Pickard Street and the West line of Mission Street; thence Southerly along the West line of Mission Street, 100 feet; thence West 132 feet; thence North 100 feet; thence East 132 feet, more of less to the Place of Beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:

1. Warranty Deed from recited owner to recited purchaser.
2. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
3. PAYMENT OF TAXES:

   Tax Identification No. 17-000-15-174-00

   NOTE: 2005 Winter and 2006 Summer taxes are exempt.

   NOTE: The subject property may lose its tax-exempt status upon conveyance of said property.

4. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. 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.

2. 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 homestead exemption status for the insured premises.

3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.

4. Any provision 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.

5. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

6. All Outstanding oil, gas and mineral rights whether recorded or unrecorded.

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Form B 1004-271

COMMITMENT FOR TITLE INSURANCE - MI

Issued by

Lawyers Title Insurance Corporation

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica
Lawyers Title

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