



# COMMITMENT FOR TITLE INSURANCE

Issued by  
Lawyers Title Insurance Corporation

**Lawyers Title Insurance Corporation**, a Nebraska corporation, herein called the Company, for a 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 therefore; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations thereof.

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 be issued, 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 this Commitment to be signed and sealed, all in accordance with its By-laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

## LAWYERS TITLE INSURANCE CORPORATION

Attest:

  
Secretary



By:

  
President

### 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 A.L.T.A 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 variation 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 stipulation 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) Unrecorded rights or claims of parties in possession.
- (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) Unrecorded easements and claims of easements; unrecorded water, mineral, oil, gas and exploration rights.
- (4) Unrecorded construction liens.
- (5) Dower or homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest.
- (6) Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

**Mortgage Policies with exceptions:**

- (1) Unrecorded rights or claims of parties in possession.
- (2) Unrecorded construction liens.
- (3) Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

### 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.

**COMMITMENT FOR TITLE INSURANCE  
Schedule A**

**Ref:**

**1. Effective Date:** February 08, 2008 at 8:00 am **Commitment No.:** N-100036  
Revision 1  
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

Commitment No. N-100036  
Schedule A

**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 or 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. 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: 2007 Summer and Winter taxes are exempt.

2007 Summer tax assessment due in the amount of \$610.68. Said amount is assessed for Delinquent Water.

NOTE: The above due tax amounts do not include penalty and interest, if any.

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

SEV \$0

4. Intentionally Deleted.

**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.

Commitment No. N-100036  
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.  
Form No. 91-88 (B-2)