**Proposed Policy Amount** 

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Best Homes Title Agency, LLC

Issuing Office: 4949 Plainfield Avenue NE, Grand Rapids, MI 49525

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: BH-260067

Property Address: 1630 Blue Star Highway, Fennville, MI 49408

Revision Number: 2

#### **SCHEDULE A**

1. Commitment Date: September 11, 2025

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured:

- The estate or interest in the Land at the Commitment Date is: FEE SIMPLE
- 4. The Title is, at the Commitment Date, vested in:

Greenstone Farm Credit Services, FLCA by virtue of Sheriff's Deed recorded in Liber 5039, Page 270; Subject to the Redemption Rights of Day Moon Enterprises, LLC, a Michigan limited liability company, which rights expire December 5, 2025

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Best Homes Title Agency, LLC

**Authorized Signatory** 

Best Homes Title Agency, LLC Company Name

<u>Farmington Hills, MI</u> City, State





# EXHIBIT "A" LEGAL DESCRIPTION

Situated in the Township of Ganges, County of Allegan, State of Michigan:

## Parcel 1:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, EXCEPT that part lying East of U.S. 31. And also that part of the East 1/2 of the Southeast 1/4 of the

Southeast 1/4 of Section 20 which lies Westerly of U.S. 31, EXCEPT that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20 being described as: Beginning on the East and West 1/8 line of the Southeast 1/4, Section 20 at a point 141.70 feet North 88 degrees 58 minutes 17 seconds West of the East line of the Section; thence North 88 degrees 58 minutes 17 seconds West on said 1/8 line, 516.54 feet; thence South 00 degrees 01 minute 30 seconds West 416.88 feet; thence South 89 degrees 58 minutes 17 seconds East, 317.58 feet to the center of Blue Star Highway; thence along the center of said highway on a curve to the left with a radius of 2292 feet to the far end of a chord that bears North 25 degrees 43 minutes 20 seconds East, a distance of 458.78 feet to the place of beginning, Ganges Township, Allegan County, Michigan. P.P. #03-07-020-027-00

## Parcel 2: (Parcel A):

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the Section; thence North 00 degrees 04 minutes 29 seconds East 1308.53 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 150.00 feet; thence South 00 degrees 04 minutes 29 seconds West on the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.71 feet to the South line of the Section; thence North 88 degrees 54 minutes 30 seconds Weston same, 150.00 feet to the place of beginning. P.P. #0307-020-019-10

## Parcel 3: (Parcel B):

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the Section; thence North 00 degrees 04 minutes 29 seconds East 1308.36 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line, 150.00 feet; thence South 00 degrees 04 minutes 29 seconds West parallel with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.53 feet to the South line of the Section; thence North 88 degrees 54 minutes 30 seconds West on same, 150.00 feet to the place of beginning. P.P. #0307-020-019-12

#### Parcel 4: (Parcel C):

Beginning on the North and South 1/4 line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00 degrees 06 minutes 00 seconds East of the South 1/4 post of the Section; thence North 00 degrees 06 minutes 00 seconds East on said 1/4 West 1/8 line in the Southeast 1/4, 1204.94 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 358.24 feet; thence South 00 degrees 04 minutes 29 seconds West 1308.36 feet to the South Section line; thence North 88 degrees 54 minutes 30 seconds West on same 238.83 feet; thence North 00 degrees 06 minutes 00 seconds East 103.00 feet; thence North 88 degrees 54 minutes 30 seconds West, 120.00 feet to the place of beginning. P.P. #0307-020-019-11



## **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. REQUIREMENT: For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed Affidavit by Owner and/or acceptable Survey or Survey Affidavit. Additional requirements may be added or exceptions taken for matters disclosed therein. In the event the subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
  - The Company reserves the right to make additional requirements or add additional items or exceptions after reviewing the requested documentation.
- 6. REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS: All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT, the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
  - In the event the loan is secured by a mortgage purported to allow for advances of a credit line, please be advised that IT IS A REQUIREMENT that the Mortgagor of said mortgage MUST AUTHORIZE THE LENDER TO FREEZE THE REFERENCED CREDIT LINE UPON ISSUANCE OF THE PAYOFF and PROVIDE WRITTEN AUTHORIZATION TO CLOSE SAID CREDIT LINE ACCOUNT to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent.
- 7. Submit to the Company the Operating Agreement, including any amendments thereto, of Day Moon Enterprises, LLC, a Michigan limited liability company, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. \*\*NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
- 8. REQUIREMENT: Proper redemption of the following Sheriffs Deed.

Interest of GreenStone Farm Credit Services, FLCA, grantee in Sheriffs Deed dated June 5, 2025 recorded June 5, 2025 in Liber 5039 Page 270, given upon foreclosure of the Mortgage recorded in Liber 4215, Page 227

Said Interest will become operative December 5, 2025 unless otherwise redeemed.



- 9. REQUIREMENT: Record deed executed by Day Moon Enterprises, LLC, a Michigan limited liability company to the proposed insured purchaser(s).
- 10. Discharge or satisfactory Subordination Agreement for the mortgage(s) excepted on Schedule B Section II, or the mortgage will appear as an exception on the policy to be issued. >> In the event the loan is secured by a mortgage purported to allow for advances of a credit line, please be advised that IT IS A REQUIREMENT that the Mortgagor of said mortgage MUST AUTHORIZE THE LENDER TO FREEZE THE REFERENCED CREDIT LINE UPON ISSUANCE OF THE PAYOFF and PROVIDE WRITTEN AUTHORIZATION TO CLOSE SAID CREDIT LINE ACCOUNT to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent. <</p>

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION

## **SCHEDULE B, PART II—Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- 5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 7. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
- 8. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
- 9. 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.
- 10. 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.
- 11. Terms, covenants and conditions as set forth in Release for Channel Change recorded in Liber 388 Page 391.
- 12. Terms, covenants and conditions as set forth in Deed to the State Highway Commissioner recorded in Liber 663 Page 388.
- 13. Statutory right of redemption of the Sheriff's Deed dated June 5, 2025 recorded June 5, 2025 in Liber 5039 Page 270, given upon foreclosure of the mortgage recorded in Liber 4215, Page 227. The right to redeem will continue for 6 Months from and after the date of June 5, 2025. Upon expiration of the redemption period without redemption, the following item(s) will not be shown on the policy to be issued: Mortgage executed by



Day Moon Enterprises, LLC, a Michigan limited liability company to GreenStone Farm Credit Services, ACA, dated February 2, 2018 and recorded February 9, 2018 in Liber 4220, Page 630.

- 14. Mortgage executed by Day Moon Enterprises, LLC, a Michigan limited liability company to GreenStone Farm Credit Services, ACA, dated February 2, 2018 and recorded February 9, 2018 in Liber 4220, Page 630, as Amended in Liber 4244, Page 876 and further Amended in Liber 4285, Page 137.
- 15. 2024 Winter Taxes in the amount of \$9,200,37 are PAID

2025 Summer Taxes in the amount of \$2,788.03 are DELINQUENT and DUE if paid by September 30, 2025

Property Address: 1630 Blue Star Hwy

Tax Parcel Number: 03-07-020-027-00 (Parcel 1)

2025 State Equalized Value: \$431,200.00 Taxable Value: \$249,782.00 Principal Residence Exemption: 0% School District: Fennville Public

Special Assessments: NONE

16. 2024 Winter Taxes in the amount of \$723.52 are PAID

2025 Summer Taxes in the amount of \$219.26 are DELINQUENT and DUE if paid by September 30, 2025

Property Address: 1821 116th Ave

Tax Parcel Number: 03-07-020-019-10 (Parcel 2)

2025 State Equalized Value: \$50,000.00 Taxable Value: \$19,644.00 Principal Residence Exemption: 0% School District: Fennville Public

Special Assessments: NONE

17. 2024 Winter Taxes in the amount of \$723.52 are PAID

2025 Summer Taxes in the amount of \$219.26 are DELINQUENT and DUE if paid by September 30, 2025

Property Address: V/L 116th

Tax Parcel Number: 03-07-020-019-12 (Parcel 3)

2025 State Equalized Value: \$50,000.00 Taxable Value: \$19,644.00 Principal Residence Exemption: 0% School District: Fennville Public

Special Assessments:NONE

18. 2024 Winter Taxes in the amount of \$1.065.56 are PAID

2025 Summer Taxes in the amount of \$322.91 are DELINQUENT and DUE if paid by September 30, 2025

Property Address: V/L 116th Ave

Tax Parcel Number: 03-07-020-019-11 (Parcel 4)

2025 State Equalized Value: \$70,400.00 Taxable Value: \$28,930.00 Principal Residence Exemption: 0% School District: Fennyille Public

Special Assessments: NONE

