

## Fidelity National Title Insurance Company

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

Issuing Agent: Denali Title & Escrow Agency, Inc

Issuing Office: 151 44th Street SW, Grandville, MI 49418

Issuing Office's ALTA® Registry ID: 1186488

Loan ID No .:

Commitment No.: 25-4606-MI-1 Issuing Office File No.: 25-4606-MI

Property Address: 222 Oak St, South Haven, MI 49090-1023

#### **SCHEDULE A**

1. Commitment Date: September 18, 2025 at 08:00 AM

2. Policy to be issued:

a. ALTA Homeowners Policy One-to-Four Family (2021)

Proposed Insured:

Proposed Amount of Insurance: TBD

The estate or interest to be insured: Fee Simple

b. ALTA Short Form Residential Loan Policy One-to-Four Family Residence (2021)

Proposed Insured:

Proposed Amount of Insurance: TBD

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
- **4.** The Title is, at the Commitment Date, vested in:

Matthias DeJongh Realty LLC, a Michigan Limited Liability Company

5. The Land is described as follows:

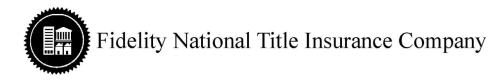
SEE SCHEDULE C ATTACHED HERETO

Zachary Vander Ark Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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.

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#### SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

- 1. Pay the agreed amount for the estate or interest to be insured.
- 2. Pay the premiums, fees, and charges for the Policy to the Company.
- 3. 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.
- 4. 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.
- 5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owners policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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#### SCHEDULE B - PART I

(Continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Matthias DeJongh Realty LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 9. Warranty Deed from recited owner to recited purchaser.
- 10. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
- 11. Record a full release of the mortgage

Amount:

Dated: April 11, 2025

Mortgagor: Matthias DeJongh Realty, LLC, a Michigan limited liability company

Mortgagee: Equity Trust Co Custodian FBO Roderick E. Olsen IRA

Recording Date: April 23, 2025 Recording No: Liber 1778, Page 148

12. Payment of Taxes:

Tax Identification Number: 80-53-885-026-00

2025 Summer Tax DUE in the amount of \$1,639.34, which includes \$17.76 for Black River Lift S 2024 Winter Tax Paid in the amount of \$609.14

SEV \$196,000.00 Taxable Value \$55,196.00 Homestead 100%

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

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## SCHEDULE B - PART I

(Continued)

NOTE: In the event that the form jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The form jacket is available for inspection at any Company office.

In accordance with the terms and provisions of the form jacket, 'This form 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 by the Company'.

NOTE: The policy to be issued does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Title Commitment Schedule B Requirements for Electronic Signing, Notarization, and Recording For any document creating the insured title or interest that will be executed, notarized, and recorded electronically using IPEN or RON, the following requirements apply:

NOTE: Execution of the instrument(s) to be insured pursuant to the requirements of the Michigan Uniform Electronic Transaction Act MCL 450.831 et. seq.

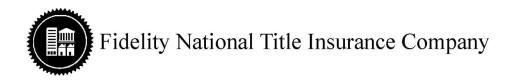
NOTE: Acknowledgement of the instrument(s) to be insured by a notary properly commissioned as an electronic or remote notary public by the Michigan Secretary of State with the ability to perform electronic or remote notarial acts under the Michigan Law on Notarial Acts - MCL 55.261 - 55.315.

Electronic recordation of the instrument(s) to be insured in the County Clerk/Register of Deeds of Van Buren County, Michigan.

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#### 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:

- Rights or claims of parties in possession not shown by the Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 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, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. 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.
- 8. Taxes, blight tickets, and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. 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.
- 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.

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## SCHEDULE B - PART II

(Continued)

11. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.

NOTE: The policy does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)



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## **SCHEDULE C**

The Land is described as follows:

Situated in the City of South Haven, County of Van Buren, State of Michigan, to wit:

Commencing at a point on the South edge of Oak Street 29 feet East of the Northeast corner of Block No. 3 of Napier's Addition to the City of South Haven, Michigan, thence East 59 feet; thence South 100 feet; thence West 59 feet; thence North 100 feet to the place of beginning, being a part of the Northeast quarter of Section 3, Township 1 South, Range 17 West, according to the Government Survey thereof.

