

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-261613**Property Address: **13228 Dutch Settlement Road, Marcellus, MI 49067**

Revision Number:

SCHEDULE A1. Commitment Date: **November 6, 2025**

2. Policy to be issued: Proposed Policy Amount

a. 2021 ALTA® Homeowner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified as Item 4 below.**

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:

Jack Krueger and Sharon Krueger, husband and wife as tenants by the entirety**CONTINGENT REMAINDER:**

Darla Dean, and Devon Krueger, as joint tenants with full rights of survivorship reserving, however to Jack Krueger and Sharon Krueger, husband and wife as tenants by the entirety, a life estate in the foregoing described premises to be measured by the duration of the life estate of both Jack Krueger and Sharon Krueger and reserving in addition thereto, INTER VIVOS GENERAL POWER OF APPOINTMENT: Grantors herein reserve during their life estate only, an inter vivos power to appoint, convey, dispose, or encumber the following described property, or any interest therein, to Grantors (or either of Grantors), the creditors of Grantors (or either of the creditors of Grantors), the estate of Grantors (or either of Grantors), or the creditors of the Grantors' estate (or the creditors of either of Grantors' estates), or to anyone of Grantors' choosing, without the consent of Grantees herein, in whatever manner Grantors may choose. This reservation is intended to comply with Michigan Title Standard 9.3.

NOTE: If the property is conveyed as shown on Schedule BI, the Contingent Remainder disclosed above will not be shown on the policy to be issued.

5. The Land is described as follows:

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

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Best Homes Title Agency, LLC



Authorized Signatory



Best Homes Title Agency, LLC
Company Name

Farmington Hills, MI
City, State

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EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the Township of Marcellus, County of Cass, State of Michigan:

The South 1600 feet of the East fractional one-half of the Southeast fractional quarter of Section 33, Town 5 South, Range 13 West, EXCEPT, commencing on Section line 1789.85 feet East of the North quarter post of Section 4, Newberg Township; thence North 1 degree 40 minutes West 815.92 feet; thence North 88 degrees 20 minutes East 179.3 feet more or less to Skyhawk Lake; thence Southerly along lake to Township line; thence West along Township line to beginning.

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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: 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 Owner's 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 consistently therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated.
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. REQUIREMENT: Record deed executed by Jack Krueger and Sharon Krueger, husband and wife as tenants by the entirety to the proposed insured purchaser(s).
NOTE: Add the following language to the Warranty Deed: "Grantor executes this deed pursuant to the power of appointment reserved in heir favor in the Deed recorded in Liber 989, Page 914, Cass County records.
8. REQUIREMENT: Record satisfaction or release of the following or it shall appear as an exception on the policy to be issued.

Mortgage in the amount of _____ executed by Omni Community Credit Union, to Jack L. Krueger and Sharon Krueger, husband and wife, dated May 18, 2017 recorded July 19, 2017 in Liber 1126 Page 43.

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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:

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 the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
9. 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.
10. 2024 Winter Taxes in the amount of \$1,199.58 are Paid.
2025 Summer Taxes in the amount of \$667.96 are Paid.
Property Address: 13228 Dutch Settlement Road, Marcellus, MI 49067
Tax Parcel Number: 14-050-033-004-01
2025 State Equalized Value: \$268,100.00 | Taxable Value: \$62,910.00
Principal Residence Exemption: 100% | School District: Marcellus
Special Assessments: None

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