

**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-266122**  
Property Address: **1155 South Bainbridge Center Road, Benton Harbor, MI 49022**  
Revision Number:

**SCHEDULE A**

- 1. Commitment Date: **April 13, 2026**
- 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:

**Mary J. Middleton**

**CONTINGENT REMAINDER**

**Mary J. Middleton, for her lifetime, coupled with an unrestricted power to convey the property during her lifetime, pursuant to Land Title Standard 9.3. This power to convey creates a general inter vivos power of appointment, which includes the power to sell, gift, mortgage, and lease (or otherwise dispose of the property) and to retain the proceeds from the conveyance. If Mary J. Middleton has not previously conveyed the property prior to her death the property is conveyed to Crystal R. Middleton.**

**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

**Best Homes Title Agency, LLC**



Authorized Signatory



Best Homes Title Agency, LLC  
Company Name

*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.*



Farmington Hills, MI  
City, State

*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.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



---

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Situated in the Township of Bainbridge, County of Berrien, State of Michigan

Part of the Northwest 1/4 of Section 27, Town 4 South, Range 17 West, described as follows: Beginning at a point on the West line of said Section 27, said place of beginning being 905.70 feet North of the West 1/4 post of said Section; thence North along the West line of said Section, 90.00 feet to the North line of the South 60 acres of the Northwest 1/4 of said Section; thence East, along the last described line 660.62 feet; thence South 696.21 feet to a point that is 660.62 feet East of the West line of said Section; thence West, parallel to the East and West 1/4 line of said Section, 361.28 feet; thence North, parallel to the West line of said Section, 605.93 feet to a line that is 90.0 feet South of and parallel to the North line of the South 60 acres of the Northwest 1/4 of said Section; thence West, along the last described line, 300.0 feet to the place of beginning.

*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.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



---

**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: 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.

7. 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.

8. Federal law may require the collection and reporting of specific information in connection with certain real estate transactions to comply with anti-money laundering reporting requirements administered by the Financial Crimes Enforcement Network (FinCEN) of the U.S. Department of the Treasury.

If this transaction is subject to any such reporting requirements, the settlement agent may be required under applicable law to request specific information from one or more parties to the transaction prior to closing. Parties may be asked to provide such information in order for the settlement agent to comply with federal reporting requirements.

*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.*



This notice is provided for informational purposes only, is not a condition to the issuance of any title insurance policy and does not affect closing requirements or timelines under this commitment. The title insurer does not provide legal, tax, or regulatory advice and makes no representation regarding whether any anti-money laundering or other reporting requirements apply to this transaction. The title insurer has no obligation to determine whether any such requirements apply. The settlement agent, acting in its independent capacity and not as an agent of the title insurer for compliance purposes, is solely responsible for identifying and complying with any applicable federal, state, or local reporting obligations.

9. REQUIREMENT: Pay any unpaid property taxes.

PARCEL NUMBER: 11-01-0027-0007-00-7 TAX YEAR: 2025  
TAX TYPE: Winter  
AMOUNT or FIRST INSTALLMENT: \$430.20 - STATUS: Paid  
SEV / NET VALUATIONS: \$126,600.00 PRE: 100%  
TAX NOTE: Includes \$75.68 for Drain 380, \$10.62 for Drain 409 and \$2.80 for Drain 643

PARCEL NUMBER: 11-01-0027-0007-00-7 TAX YEAR: 2025  
TAX TYPE: Summer  
AMOUNT or FIRST INSTALLMENT: \$1,404.37 - STATUS: Paid  
SEV / NET VALUATIONS: \$126,600.00 PRE: 100%

Payment of taxes should be by current tax bill which sets forth interest and penalties, if any. 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.

10. REQUIREMENT: Record satisfaction or release of the following or it shall appear as an exception on the policy to be issued.

FUTURE ADVANCE Mortgage in the amount of \$150,000.00 executed by Mary J. Middleton, single woman, to Sturgis Bank & Trust Company, a State Bank, dated January 13, 2026 recorded January 28, 2026 in Liber 3469 Page 800.

11. REQUIREMENT: Record deed executed by Mary J. Middleton 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 her favor in the Deed recorded in Liber 3419 Page 2563, Berrien County Records.

*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.*

---

**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. 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.
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. Easement granted to Michigan Bell Telephone, disclosed by instrument recorded in Liber 992 Page 667.

*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.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

