

BIDDER'S PACKET

Home, In-Ground Pool, 2 Pole Barns,
Pond, & More on 4.34 Acres

Rockford, MI

Saturday, July 22, 2017

10:00 AM



Auction to be held at property:
5909 Ramsdell Drive N.E
Rockford, MI 49341

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NOTICE TO ALL BIDDERS

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Michigan and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

NEW DATA:

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

PROCEDURE FOR PURCHASING AT AUCTION

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

REGISTRATION:

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

BIDDING:

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The auction staff will chart the progress of the auction on the auction boards for the entire crowd to see. Bids in the winning position will be indicated by a red asterisk or star on the auction boards. It is important for you to pay attention to the auction boards, since the boards show the current standings of all bidders involved in the auction.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

CONCLUSION:

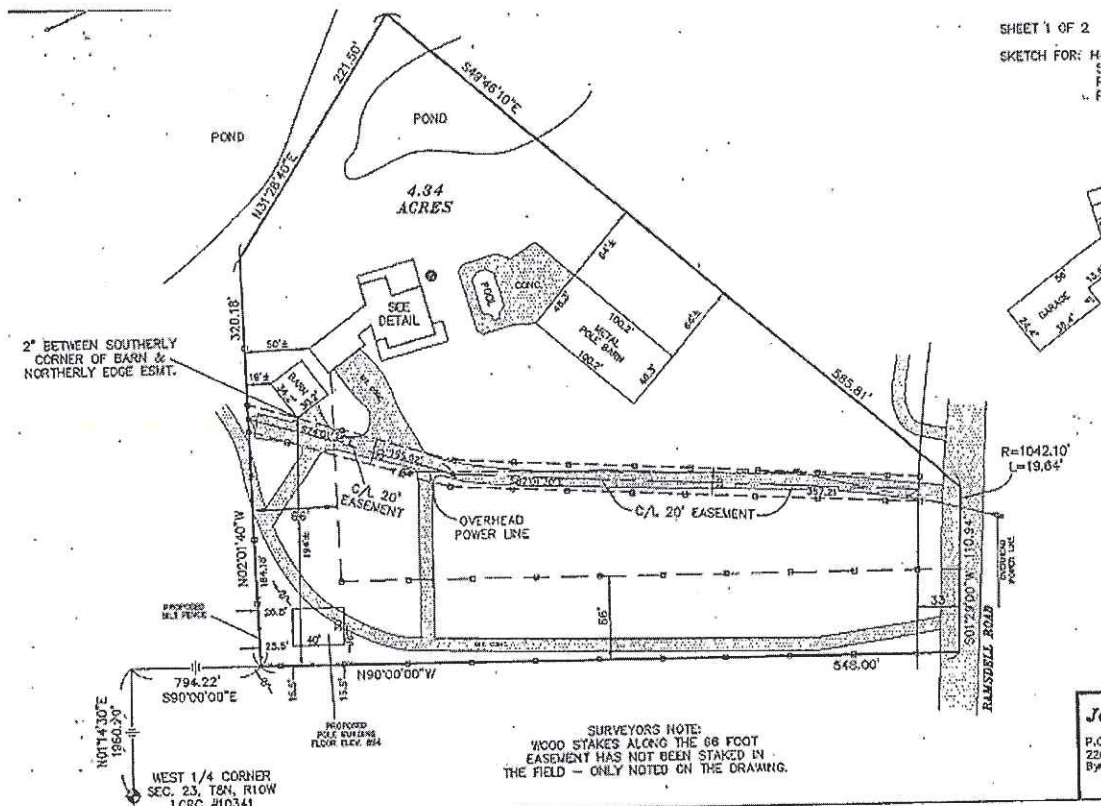
When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder(s) will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your record.

**Home, In-Ground Pool, 2 Pole Barns,
Pond, & More on 4.34 Acres**

Auction Announcements

1. There is no buyer's premium added to bid.
2. Open house dates:
Saturday, July 15 – 1:00 – 3:00 PM
Tuesday, July 18 – 5:00 – 7:00 PM
3. The real estate will sell at noon on Saturday, July 22 during the personal property auction at the home.
4. A 10% deposit will be required from the high bidder. Personal checks will be accepted.
5. A new boundary survey has been completed. Cost of \$650.00 for this will be charged to buyer at closing. Copies will be available online and at the auction.
6. The neighbor behind this property has an easement over the driveway so the neighbor can access their home. This easement will be in effect for the new owner/buyer also.
7. Township assessed value for 2017 is \$275,500 meaning the township estimates the current real estate value of \$560,100 for tax purposes.
An appraisal was completed on October 13, 2016 which valued the property at \$540,000. Copies of the appraisal are available for buyer's inspection.

Property Information



- Beautiful 2 Story Single Family Log Home
- 4 Bedroom
- 3 Bath
- 4.34 Acres
- Built in 1998
- Cannon Township in Rockford, MI
- Stocked Pond with Bass, Bluegills, Perch & Sunfish
- (2) New Fishing Docks
- Heated In-Ground Pool
- (2) Insulated Pole Buildings (100 X 48 & 30 X 36)
- Beautiful view of Pickerel Lake
- Half Log Construction with New Steel Roof with 50 Year Warranty
- 3.5 Stall Attached garage
- Air Conditioning
- Electronic Security System
- Rockford School District
- Whole Yard has an Underground Sprinkler System
- Please Note: The neighbor behind this property has an easement over the driveways so the neighbor can access his home. This easement will be in effect for the new owner/buyers also.

Rock face



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

[Signature] Date 4-27-17 Licensee _____ Date _____

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Henry Dwyer Date 4-27-17 Potential ☐ Buyer ☒ Seller (check one) _____ Date _____

Rockford

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 4/08

Property Address: 5909 Mansfield Rockford Michigan
Street City, Village/Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

| | Yes | No | Unknown | Not Available |
|-------------------------------------|-----|----|---------|---------------|
| Range/Oven | X | | | |
| Dishwasher | X | | | |
| Refrigerator | | NO | | |
| TV antenna, TV rotor & controls | | NO | | |
| Hood/fan | X | | | |
| Disposal | X | | | |
| Garage door opener & remote control | X | | | |
| Electrical system | X | | | |
| Alarm system | X | | | |
| Intercom | X | | | |
| Central vacuum | X | | | |
| Attic fan | X | | | |
| Microwave | X | | | |
| Trash compactor | X | | | |
| Ceiling fan | X | | | |
| Sauna/hot tub | X | | | |
| Pool heater, wall liner & equipment | X | | | |
| Washer | | NO | | |
| Telephone (hardwired landline) | X | | | |

| | Yes | No | Unknown | Not Available |
|---|-----|----|---------|---------------|
| Lawn sprinkler system | X | | | |
| Water heater | X | | | |
| Plumbing system | X | | | |
| Water softener/conditioner | X | | | |
| Well & pump | X | | | |
| Sump pump | X | | | |
| Septic tank & drain field | X | | | |
| City water system | | NO | | X |
| City sewer system | | NO | | X |
| Central air conditioning | X | | | |
| Central heating system | X | | | |
| Wall Furnace | | NO | | |
| Humidifier | X | | | |
| Electronic air filter | X | | | |
| Solar heating system | | NO | | |
| Fireplace & chimney | X | NO | | |
| Wood burning system | | | | |
| Dryer | | NO | | |
| High-speed Internet (other than dialup) | X | | | |

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawl Space:** Has there been evidence of water? If yes, please explain: NO yes _____ no NO
- Insulation:** Describe, if known: Urea Formaldehyde foam insulation (UFFI) is installed? unknown X yes _____ no _____
- Roof:** Leaks? Approximate age, if known: 25 YEARS yes _____ no NO
- Well:** Type of well (depth/diameter, age and repair history, if known): DR WELL 2014 Has the water been tested? If yes, date of last report/results: PERFECT yes X no _____
- Septic tanks / drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: NEW
- Plumbing system:** Type: copper galvanized _____ other PASTIC Any known problems? _____
- Electrical system:** Any known problems? NO
- History of infestation:** if any: (termites, carpenter ants, etc.) NO
- Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown _____ yes _____ no _____ If yes, please explain: _____

(6)

Henry Duck

Seller's Disclosure Statement

Property Address: 5909 Bamsdell NE. Rockford Michigan
Street City, Village, Township

Property conditions, improvements & additional information (continued):

11. Flood Insurance: Do you have flood insurance on the property? unknown yes X no no
 12. Mineral Rights: Do you own the mineral rights? unknown yes X no no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes X no no
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown yes no no
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no no
5. Settling, flooding, drainage, structural or grading problems? unknown yes no no
6. Major damage to the property from fire, wind, floods or landslides? unknown yes no no
7. Any underground storage tanks? unknown yes no no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no no
10. Any outstanding municipal assessments or fees? unknown yes no no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

no

The Seller has lived in the residence on the property from 2001 (date) to 7-22-2017 (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Henry Dush

Date 4-27-2017

Seller Henry Dush

Date 4-22-2017

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 22nd day of July, 2017, by and between (i) Harvey A. Irish and Diana M. Irish, husband and wife, hereinafter called the "Seller", and (ii) _____ of _____

[please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel _____, in the auction by which such Property is being offered, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of _____ Dollars (\$ _____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than September 5, 2017. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency, LLC, dated 6/8/2017, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type,

expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit B.
8. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit C.
9. Real property taxes for years prior to the year in which the closing occurs shall be paid by the Seller. Real property taxes for years after the year in which the closing occurs shall be paid by the Buyer. The real property taxes for the year in which the closing occurs shall be prorated through the date of closing, with Seller responsible for taxes from January 1 through the closing date and Buyer responsible for taxes from the day following the closing date through December 31. If the exact amount of either or both of the tax bills is not known on the date of closing, the proration will be based on the prior year's tax bills without adjustment. Seller shall pay all special assessments that are first due and payable on or before the closing date and Buyer shall pay all special assessments that are first due and payable after the closing date. Any special assessments that are paid or may be paid in installments shall be prorated such that Seller shall be responsible for all installments coming due on or before the closing date and Buyer shall be responsible for all installments coming due after the closing date.

10. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
11. At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is Six Hundred Fifty and no/100 Dollars (\$650.00) per parcel purchased.
12. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred and no/100 Dollars (\$400.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and Kent County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.
13. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer all available rights to divide the Property purchased. This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
14. Buyer hereby deposits _____ Dollars (\$_____) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).
[Method of Payment: _____]
15. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.
16. Buyer acknowledges that the auction company is an agent for the Seller.
17. Time is of the essence regarding this Agreement.

18. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated April 27, 2017, between the auction company and Seller.
19. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.
20. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties have signed this agreement as of the date and year first above written.

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

TYPE OF CLOSING: _____ CASH; _____ MORTGAGE; _____ OTHER [explain]

LENDER NAME: _____

CONTACT NAME: _____ **PHONE:** _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED

_____ ALL THE PARCELS ON ONE DEED; _____ EACH PARCEL SEPARATELY

IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

| | |
|---|--|
|  First American Title | Commitment for Title Insurance BY First American Title Insurance Company |
| Schedule A | THROUGH ITS AGENT Best Homes Title Agency, LLC |

Commitment No.: GRC-103455

1. Commitment Date: 06/08/2017 at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. ALTA Owner's Policy of Title Insurance (6-17-06)

\$TBD

Proposed Insured: To be determined

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Harvey A. Irish and Diana M. Irish, husband and wife

4. The land referred to in this Commitment is described as follows:

Situated in the Township of Cannon, County of Kent, State of Michigan

*SEE ATTACHED LEGAL DESCRIPTION RIDER



By: _____

Authorized Countersignature – Neil Sherman
 (This Schedule A valid only when Schedule B is attached)



4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525

Telephone: (616) 885-9027 Facsimile: (616) 885-9033

PROVIDING THE VERY *Best* IN TITLE SERVICES

LEGAL DESCRIPTION RIDER

Situated in the Township of Cannon, County of Kent, State of Michigan

That part of the Northwest 1/4 of Section 23, Town 8 North, Range 10 West, described as: Commencing at the West 1/4 corner of said Section; thence North 1°14'30" East, 1960.20 feet along the West line of said Section; thence East 794.22 feet parallel with the East and West 1/4 line of said Section to a point which is 548.0 feet West from the centerline of Ramsdell Drive for the place of beginning of this description; thence North 2°01'40" West, 320.18 feet; thence North 31°28'40" East, 221.50 feet to a point which is 196.98 feet South 22°44'35" East from a point on the North line of said Section which is 959.71 feet South 89°55'40" East along the North line of said Section from the Northwest corner of said Section; thence South 49°46'10" East, 585.81 feet to the centerline of Ramsdell Drive; thence Southerly 19.64 feet along said centerline of a 1042.10 foot radius curve to the left, the chord of which bears South 2°01'25" West, 19.64 feet; thence South 1°29' West, 110.94 feet along said centerline to a line bearing East parallel with the East and West 1/4 line from the place of beginning of this description; thence West 548.0 feet parallel with the East and West 1/4 line of said Section to the place of beginning.

Together with and subject to a 20.0 foot wide (perpendicular measurement) Drive Easement, the centerline of which is described as: Commencing at a point on the West line of the above described parcel which is 194.18 feet North 2°01'40" West from the place of beginning of said description; thence South 74°01'35" East, 165.02 feet; thence South 87°01'30" East, 367.21 feet to the West right-of-way line of Ramsdell Drive for the point of ending of said Easement.

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|  First American Title | Commitment for Title Insurance |
| Schedule BI | BY First American Title Insurance Company THROUGH ITS AGENT Best Homes Title Agency, LLC |

REQUIREMENTS

Commitment No.: **GRC-103455**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
 - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
 - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
 - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
 - D. Warranty Deed from Harvey A. Irish and Diana M. Irish, husband and wife to the proposed insured purchaser(s).
 - E. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

2016 Winter Taxes in the amount of \$2,047.47 are DUE.

2016 Summer Taxes in the amount of \$4,470.13 are PAID.

Property Address: 5909 Ramsdell, Rockford, MI 49341

Tax Parcel Number: 41-11-23-100-019

2016 State Equalized Value: \$240,100.00

Principal Residence Exemption: 100%

Taxable Value: \$205,948.00

School District: Rockford Public

Special Assessments: NONE

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|---|---|
|  First American Title | Commitment for Title Insurance |
| Schedule BII | BY First American Title Insurance Company THROUGH ITS AGENT Best Homes Title Agency, LLC |

EXCEPTIONS

Commitment No.: **GRC-103455**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Building and use restrictions and other terms, covenants, conditions, agreements, obligations and easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 2291, Page 397.
8. Terms and conditions of the private road maintenance agreement as contained in the document titled Establishment of Private Road and Building and Use Restrictions recorded in Liber 2291, Page 397.
9. Rights of others in and to the easement set forth on Schedule A.
10. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
11. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
12. Easement granted to Consumers Power Company, disclosed by instrument recorded in Liber 2348, Page 1049.
13. Easement granted to Consumers Power Company, disclosed by instrument recorded in Liber 2348, Page 1051.
14. Right of Way granted to Michigan Bell Telephone Company, disclosed by instrument recorded in Liber 2362, Page 895.
15. Mortgage between Harvey A. Irish and Diana M. Irish, husband and wife, as mortgagor, and United Bank of Michigan, as mortgagee, in the original stated principal amount of _____ dated 11/16/2016 recorded 11/23/2016 in Document# 20161123-0103607.