



15530 S. Telegraph Rd Monroe, MI 48161

Phone (734) 241-0066 | Fax (734) 241-0423

Title Commitment Cheat Sheet

*****PLEASE REFER TO COMMITMENT FOR FULL LIST OF REQUIREMENTS*****

Property Address: 7525 Suder Ave., Erie, MI 48133

File Number: LTM192083

TITLE CURRENTLY VESTED IN: New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church

REQUIREMENTS TO CLEAR TITLE:

Affidavit of Identity, satisfactory to the Company to establish that Suder Avenue baptist Church is now known as New beginnings S.B. Church.

Submit a copy of the Resolution of the Board of Directors and/or Trustees of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church. If required by the by-laws of New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church, satisfactory proof must be furnished that the sale is authorized by the church members after giving due notice of such meeting.

Warranty Deed from recited owner to recited purchaser.

Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Payment of Taxes:

Tax Identification No: 58-05-029-022-00

NOTE: 2018 Winter taxes are exempt. Included in said tax is a \$413.23 fee for Rabideau Drain, Paid.

NOTE: 2019 taxes are exempt.

Special Assessments: Rabideau Drain, 2 part paid, 3 part unpaid. Contact Treasurer for payoff information. If balance remains unpaid, will appear on policy.

NOTE: The subject property may lose its tax-exempt status upon conveyance of said property.

Thank you for your continued business and your confidence in a smooth closing transaction.

If you have any questions on the information listed above or notice any discrepancies, please call us at 734-241-0066 or email orders@lawyertitlemonroe.com.



COMMITMENT FOR TITLE INSURANCE
Issued by
Stewart Title Guaranty Company
SCHEDULE A

Transaction Identification date for Reference Only:

File No. LTM192083
Issuing Agent: Lawyers Title Agency of Monroe
15530 S. Telegraph Road Monroe, MI 48161
Phone: 734-241-0066 Fax: 734-241-0423
ALTA® Universal ID:
Property Address: 7525 Suder Ave., Erie MI 48133

Revision No.

- 1. Commitment Date: October 8, 2019, at 8:00 am
2. Policy to be issued:
(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount: \$
(b) 2006 ALTA® Loan Policy Without Exceptions
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in: New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church
5. The land referred to in this Commitment is located in the Township of Erie, County of Monroe, State of Michigan, and is described as follows: See EXHIBIT "A" attached hereto and made a part hereof.

Countersigned
LAWYERS TITLE AGENCY OF MONROE

By Goran M. Cepo

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

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COMMITMENT FOR TITLE INSURANCE

Issued by
Stewart Title Guaranty Company

EXHIBIT "A"

**Land situated in the Township of Erie, Monroe County, Michigan, described as follows:
That part of the Northeast quarter of the Southeast quarter of Section 29, Town 8 South, Range 8 East, described as: Commencing at the Northeast corner of the Southeast quarter of said Section 29; thence South 653.76 feet; thence North 89 degrees 00 minutes 00 seconds West 666.30 feet; thence North 653.76 feet; thence South 89 degrees 00 minutes 00 seconds East 666.30 feet to the point of beginning.**

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

**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. Pay unpaid taxes and assessments unless shown as paid.
6. Affidavit of Identity, satisfactory to the Company to establish that Suder Avenue baptist Church is now known as New beginnings S.B. Church.
7. Submit a copy of the Resolution of the Board of Directors and/or Trustees of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church. If required by the by-laws of New Beginnings S.B. Church f/k/a Suder Avenue Baptist Church, satisfactory proof must be furnished that the sale is authorized by the church members after giving due notice of such meeting.
8. Warranty Deed from recited owner to recited purchaser.
9. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

10. **Payment of Taxes:**

Tax Identification No: 58-05-029-022-00

NOTE: 2018 Winter taxes are exempt. Included in said tax is a \$413.23 fee for Rabideau Drain, Paid.

NOTE: 2019 taxes are exempt.

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Schedule B, PART I
Continuation Page

File No: LTM192083

Special Assessments: Rabideau Drain, 2 part paid, 3 part unpaid. Contact Treasurer for payoff information. If balance remains unpaid, will appear on policy.

NOTE: The subject property may lose its tax-exempt status upon conveyance of said property.

NOTE: 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.

NOTE: In accordance with the terms and provisions of the Commitment jacket, this Commitment 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: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary."

NOTE: 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. As provided in Commitment Condition 4, 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 II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
2. **Any fact, rights, interests, or claims that are not shown by the Public Records but could be ascertained by an inspection of the land or by making inquiry of persons in possession of the Land.**
3. **Easements, liens or encumbrances, or claims thereof, not shown by Public Records.**
4. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or other facts that would be disclosed by an accurate and complete survey of the Land, and that are not shown in Public Records.**
5. **Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.**
6. **Taxes and assessments not due and payable at Commitment Date.**
7. **Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.**
8. **Terms, conditions and provisions which are recited in Warranty Deed, recorded in Liber 1259, Page 492.**
9. **Easement to Citizens Light and Power Company recorded in Liber 278, Page 128.**
10. **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.**

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**Schedule B, PART II
Continuation Page**

File No: **LTM192083**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Stewart Title Guaranty Company
NOTICE**

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned
Lawyers Title Agency of Monroe

By



Goran M. Cepo

This page is only a part of a 2016 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.

ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance 8-1-16

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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ALTA Commitment for Title Insurance 8-1-16

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7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title insurance 8-1-16

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Privacy Policy Notice

Stewart Title Guaranty Company and/or Lawyers Title Agency of Monroe

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company and **Lawyers Title Agency of Monroe**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.