

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. 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.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


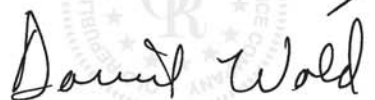
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Issued through the Office of
Sun Title Agency of Michigan, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.



COVER LETTER (Not a part of the attached ALTA Commitment)	Commitment No.: PC143226 Rev. No. 1
	Loan No. (if known): . Property Address: 155 Garfield Ave. Battle Creek, MI 49037

Thank you for choosing Sun Title Agency of Michigan, LLC!

We are pleased to provide you with the attached ALTA Commitment for Title Insurance, on behalf of Old Republic National Title Insurance Company, and we look forward to working with you on this transaction.

The attached ALTA Title Commitment shows the ownership of the Land, a list of "Requirements" that must be completed before we can issue the Title Insurance Policy, and a list of "Exceptions" that will be excluded from the Title Insurance Policy coverage.

The Title Commitment consists of a Commitment Jacket (with conditions) and four Schedules:

Schedule A provides the *Who, What, and How Much* details of the transaction, including the Commitment Date of the Commitment (based on how current the Calhoun County records are), the type and coverage amount of the policy requested, the ownership type ("Fee Simple" is the most common and means, in simple terms, "full ownership"), and the name of the current owner.

Schedule B-I is a list of *Requirements* that must be cleared-up or satisfied in order for us to issue the Title Insurance Policy. In most cases, specific documents must be submitted to us for review. This portion of the title commitment also shows the tax information for the Land.

In most circumstances, "sooner-is-better" to complete the Requirements.

Ranking: For your convenience, each Requirement is ranked based on the level of difficulty, complexity, and timing that we believe is involved in completing them:

- [*] SATISFIED AT CLOSING: These requirements are typically completed at the closing.
- [**] ROUTINE ITEMS COMPLETED BEFORE CLOSING: These requirements are routine pre-closing title requirements that must be addressed before the closing is scheduled because some often take extra time to complete.
- [***] SIGNIFICANT ISSUES COMPLETED BEFORE CLOSING: These requirements involve significant and complex title defects that must be investigated and cleared as soon as possible. They often require additional time and specialized services to complete. A closing cannot be scheduled before these items are cleared.

Schedule B-II provides the *Exceptions* that will appear on the Title Insurance Policy after the transaction if they are not terminated or removed prior to the closing. If these items are not terminated or removed prior to closing, the Title Insurance Policy will not cover these items, which typically include other parties that have some interest or control over the Land.

Schedule C provides the *Legal Description* of the Land, which is the description of the Land recorded in the Calhoun County records.

We are here to assist you! If you have any questions or need any information related to the Title Commitment, our contact information is below.

Sun Title Agency of Michigan, LLC Corporate Office: 1410 Plainfield Avenue NE Grand Rapids, MI 49505 (616)458-9100 Main (616)458-9300 Fax www.suntitleagency.com New Orders: orders@suntitleagency.com Lender Closing Documents: closingdocs@suntitleagency.com	LENDERS: For questions about the attached title commitment (including title clearance on refinance transactions) contact Customer Service: customerservice@suntitleagency.com	AGENTS, BROKERS AND ALL OTHERS: For questions about the attached title commitment (including satisfying requirements, scheduling closings, or transaction coordination) contact the Escrow Officer on this transaction: aholmkutsche@suntitleagency.com
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ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE A**

Commitment No.: PC143226 Rev. No. 1
Loan No. (if known): .
Property Address: 155 Garfield Ave.
Battle Creek, MI 49037

1. **Commitment Date:** May 4, 2020 at 08:00 AM
2. **Title Insurance Policies to be Issued:** Policy Amount
 - a. ALTA Owner's Policy (6-17-06) - ORT \$ 1,000.00
Proposed Insured:
Preliminary Only - NO INSURED PARTY
 - b.
Proposed Insured:
3. **Current Ownership:** Fee Simple interest in the Land described in this Commitment is owned, at the Commitment Date, by:
Starr Commonwealth, a Michigan nonprofit corporation
4. **Legal Description:** The Land is described on Schedule C.

Sun Title Agency of Michigan, LLC

By: _____

Lawrence R. Duthler, Managing Member

<p>Sun Title Agency of Michigan, LLC Corporate Office: 1410 Plainfield Avenue NE Grand Rapids, MI 49505 (616)458-9100 Main (616)458-9300 Fax www.suntitleagency.com</p> <p>New Orders: orders@suntitleagency.com</p>	<p>LENDERS: For questions about this title commitment (including title clearance on refinance transactions) contact Customer Service: customerservice@suntitleagency.com</p>	<p>AGENTS, BROKERS AND ALL OTHERS: For questions about this title commitment (including satisfying requirements, scheduling closings, or transaction coordination) contact the Escrow Officer on this transaction: <u>aholmkutsche@suntitleagency.com</u></p>
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ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-I
(Requirements)**

Commitment No.: PC143226 Rev. No. 1
Loan No. (if known): .
Property Address: 155 Garfield Ave.
Battle Creek, MI 49037

The following items are **Requirements** that must be completed or satisfied before we can issue the Title Insurance Policy. Some items must be handled *before* the transaction closes and some can be handled *at* the closing of the transaction.

**GENERAL REQUIREMENTS
(These apply to every transaction)**

1. TRANSACTION PAYMENTS [*]: You must pay the applicable costs and fees relating to the transaction, including any property acquisition costs, loan fees, and title insurance premiums (most will be paid at the closing of the transaction).
2. OTHER INTERESTED PARTIES [*]: You must tell us in writing about any person who will get an ownership interest in the Property or who will make a loan or mortgage on the Property.
3. OWNERS' AFFIDAVIT [*]: We must receive a signed Owners' Affidavit and Closing Agreement from the current owner. The Owners' Affidavit and Closing Agreement is typically signed at the closing of the transaction and includes statements from the owner(s) about their knowledge of the Property, including information relating to their ownership of the Property, details about the transaction, and other provisions necessary for us to conduct the closing and issue our title insurance policy.
4. INFORMATIONAL NOTE [*]: This Title Commitment incorporates all of the terms and conditions in our Privacy Policy and the Old Republic National Title Insurance Company Title Commitment Jacket, each of which are attached to this title commitment and can also be reviewed on our website.



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-I (continued)
(Requirements)**

Commitment No.: PC143226 Rev. No. 1
Loan No. (if known): .
Property Address: 155 Garfield Ave.
Battle Creek, MI 49037

**SPECIFIC REQUIREMENTS
(These are unique to this transaction)**

5. **PRELIMINARY TITLE REPORT ONLY [*]:** This report is only a Preliminary Title Report and is NOT title insurance or a commitment to insure title. This report is issued for informational purposes only in anticipation of a future transaction. If a purchase agreement for the property is signed, we must receive a copy of the purchase agreement and this report will be revised to become a Title Insurance Commitment, which will reflect the transaction details, including the proposed insurance coverage and insured parties (together with any additional requirements that may be necessary after a review of the purchase agreement). Our liability for the information contained in this report is limited to the fee paid for the report.
6. **NONPROFIT ORGANIZATION - GOVERNING DOCUMENTS [**]:** We must receive copies of the governing documents of Starr Commonwealth, a Michigan nonprofit corporation, that describe the organization's requirements for authorizing the transaction.
Note: Nonprofit organizations utilize various governing documents that outline the rules and regulations necessary for the organization to enter into agreements, including buying, selling, and mortgaging property. The titles of these documents vary and include Articles, Constitutions, Bylaws, Rules of Discipline, and similar descriptions. This Commitment is subject to such additional requirements that may be deemed necessary after a review of the above required documentation.
7. **NONPROFIT ORGANIZATION - RESOLUTION [**]:** We must receive a resolution signed by all of the trustees (or other designated persons) of Starr Commonwealth, a Michigan nonprofit corporation, that
(i) includes a statement that the individuals signing the resolution represent all of the persons necessary to act on behalf of the nonprofit organization,
(ii) authorizes this transaction, and
(iii) lists the names of one or more individuals that are authorized to sign the transaction documents on behalf of the nonprofit organization.
Note: If required by the governing documents of the organization, we may require proof that the persons signing the resolution were authorized to act pursuant to a meeting of the organization's members that was held after giving due notice of such meeting. Upon request, a form of resolution can be provided.
8. **WARRANTY DEED FROM ENTITY OWNER TO BUYER [*]:** When the transaction is closed, a Warranty Deed from Starr Commonwealth, a Michigan nonprofit corporation, to Preliminary Only - NO INSURED PARTY must be signed and recorded.
Note: The deed must be executed by an individual authorized to sign on behalf of the entity as evidenced by the entity's organizational documents or a properly executed resolution (this is typically signed at the closing, unless signed in advance).
9. **NO OPEN MORTGAGES [*]:** When we searched the Calhoun County Register of Deeds, we did not find any recorded mortgages relating to the Property. If the current owner of the Property is making mortgage payments, we must be given the name and contact information of the lender and details regarding the loan.
10. **TAX EXEMPT [*]:** This Property is classified as EXEMPT from real estate taxes and no additional tax information is available.



ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-II
(Exceptions)**

Commitment No.: PC143226 Rev. No. 1
Loan No. (if known): .
Property Address: 155 Garfield Ave.
Battle Creek, MI 49037

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of Old Republic National Title Insurance Company.

**GENERAL EXCEPTIONS
(These apply to every property)**

1. 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 by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. 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 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 Date of Policy.
6. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
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 principal residence exemption status for the insured premises.
8. Loss or damage due to future installation charges, deferred installation or connection charges or current water and/or sewer charges due and payable at time of closing.

Note: Exceptions 1-4 are "Standard Exceptions." Exceptions 1, 2, and 4 above can be deleted from the Owner's Title Insurance Policy upon written request and receipt of an acceptable signed Owners' Affidavit and Closing Agreement. Exception 3 above can be deleted from the Owner's Title Insurance Policy upon written request and receipt of an acceptable certified boundary survey showing improvements, if any.

**SPECIFIC EXCEPTIONS
(These are unique to this Property)**

9. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
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.
11. Any oil, gas, mineral rights, aboriginal antiquities and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
12. Intentionally deleted.
13. Terms, covenants, and conditions of Resolution, as recorded in Liber 712, Page 581.
14. Terms, covenants, and conditions of Resolution, as recorded in Liber 1465, Page 125.
15. Terms, covenants, and conditions of Resolution, as recorded in Liber 681, Page 633.




ISSUING AGENT:
Sun Title Agency of Michigan, LLC
UNDERWRITTEN BY:
Old Republic National Title Insurance Company

**ALTA COMMITMENT
SCHEDULE B-II (continued)
(Exceptions)**

Commitment No.: PC143226 Rev. No. 1
Loan No. (if known): .
Property Address: 155 Garfield Ave.
Battle Creek, MI 49037

- 16. Terms, covenants, and conditions of Resolution, as recorded in Liber 900, Page 590.
- 17. Terms, covenants, and conditions of Resolution, as recorded in Liber 1466, Page 627.
- 18. Intentionally deleted
- 19. Intentionally deleted
- 20. Intentionally deleted
- 21. Intentionally deleted

	ISSUING AGENT: Sun Title Agency of Michigan, LLC UNDERWRITTEN BY: Old Republic National Title Insurance Company
ALTA COMMITMENT SCHEDULE C (Property Legal Description)	Commitment No.: PC143226 Rev. No. 1 Loan No. (if known): . Property Address: 155 Garfield Ave. Battle Creek, MI 49037

LEGAL DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the City of Battle Creek, Calhoun County, Michigan:

Lots 3, 4, 5 and 39, Skinner & Stone's Addition to Battle Creek, according to the Plat thereof, as recorded in Liber 1 of Plats, Page 39. ALSO, the Easterly 1/2 of vacated Tompkins Street, also known as Thompkins Street, lying Westerly of and adjacent to Lots 5 and 39, and the vacated alley lying between said Lots 5 and 39, as disclosed by Resolution recorded in Liber 900, Page 590. ALSO, the West 1/2 of the vacated alley lying adjacent to the Easterly line of Lot 39, as disclosed by Resolution recorded in Liber 681, Page 633. ALSO, the South 1/2 of the vacated alley lying adjacent to the North line of the Easterly 1/2 of Lot 3, as disclosed by Resolution recorded in Liber 1465, Page 125. ALSO, the vacated alley disclosed by Resolution recorded in Liber 712, Page 581, described as: Beginning at the Southwesterly corner of Lot 39, Skinner & Stone's Addition to Battle Creek, according to the Plat thereof, as recorded in Liber 1 of Plats, Page 39; thence 140.75 feet along the Southerly line of said Lot 39 to the centerline of the alleyway previously located adjacent to the Easterly line of said Lot 39, which alleyway has previously been vacated and abandoned; thence Southerly 24.75 feet along the centerline of said vacated alley, as extended to the Northerly line of Lot 3 of said Skinner & Stone's Addition to Battle Creek; thence Westerly along the Northerly line of Lots 3, 4 and 5 of Skinner & Stone's Addition to Battle Creek to the Northwesterly corner of Lot 5 of said Addition; thence Northerly 24.75 feet to the Place of Beginning.

13-7960-00-004-0

If provided above, any address and tax parcel number are solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description above, the legal description shall control.

Sun Title Agency of Michigan, LLC

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information:

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability:

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information:

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information:

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers:

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security:

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.