

Public Land Auction

Lapeer

August 22nd, 2017

Lapeer County



Location:

American Legion Post 16
1701 W Genesee St., Lapeer, MI
48446

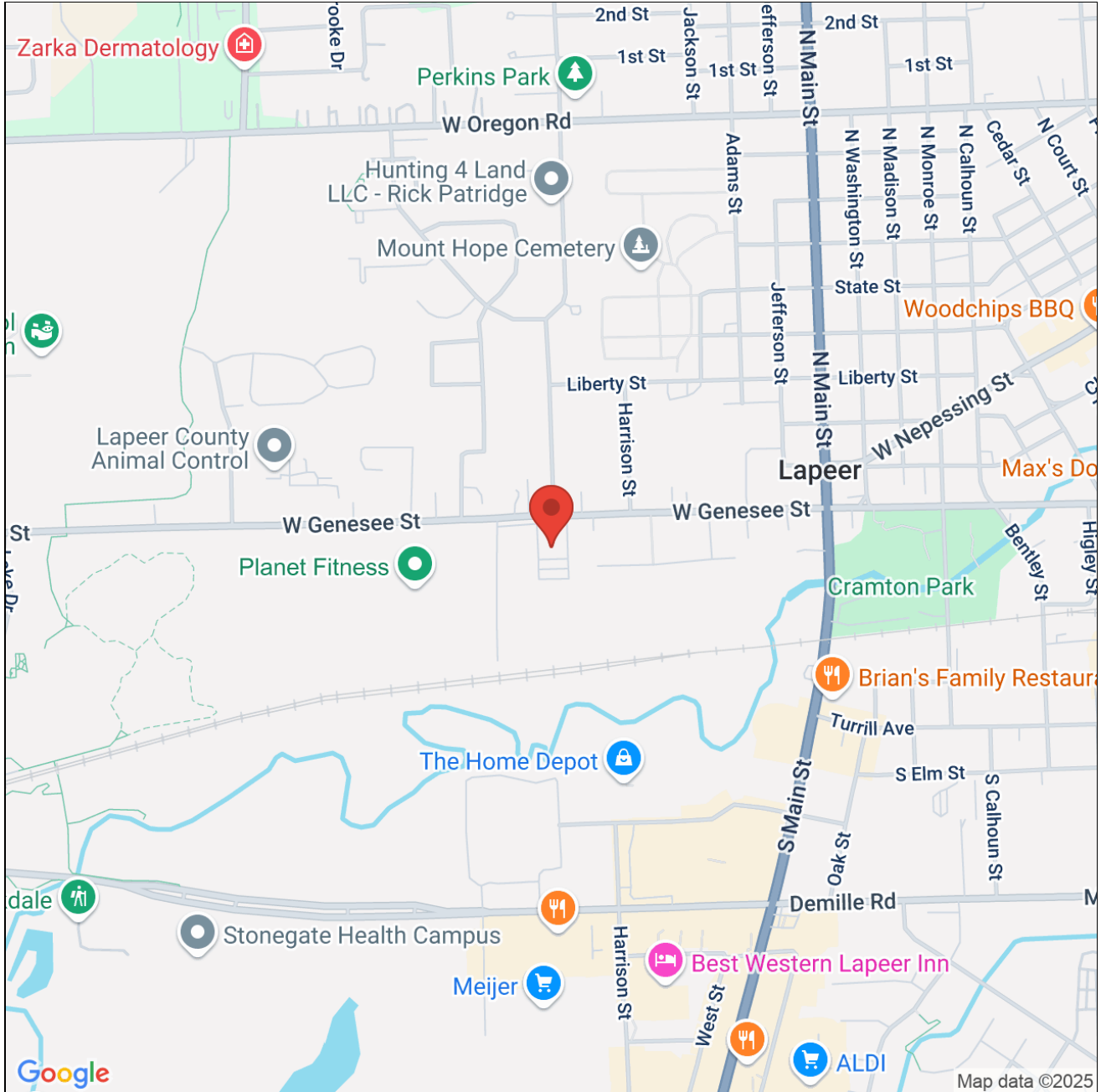
Time:

Registration: 11:30am EDT
Auction: 12:00pm EDT

Printed information is subject to change up to the auction start time. Please listen to the auctioneer closely for updates.

Auction Location

American Legion Post 16: 1701 W Genesee St., Lapeer, MI 48446





Follow us on Facebook for the latest updates:
www.facebook.com/taxsaleinfo

There are two ways to bid in our auctions:

ONLINE AT WWW.TAX-SALE.INFO

-or-

ABSENTEE BID

(For those who have *no* computer access. Please call for assistance)

For **registered users**, our website features:

- **Photos** and detailed descriptions of properties (where available)
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Maps links** to satellite images of the area and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list
- **Personalized Auction Feed** with live updates on parcels in which you have placed a bid(s)

We have a short window to review several thousand parcels prior to listing them on our website. We began inspecting properties in May and release catalogs county by county as they become available. Please be patient and **check back often** for updates. Parcels are sold "as is" based on the assessed legal description only. All other information in this salebook or listed on our website, though reliable to the best of our knowledge, is provided as unverified reference and is not guaranteed to be accurate. You should verify this information with your own research and investigation prior to bidding.

CREATE YOUR ACCOUNT TODAY AT
WWW.TAX-SALE.INFO

Visiting and viewing property BEFORE auction:

The auction list furnished in this salebook contains property that *may* be offered. Please keep checking the catalog on our website as the auction date approaches as some parcels may be removed from the list for a variety of reasons.

You are NOT AUTHORIZED to enter any buildings, even if they are unlocked or open to access. Entering a tax auction property to “see it” is considered breaking and entering (a criminal offense). Please limit your review to looking through the windows and other external inspections. We will post exterior and interior photos on the website and provide other commentary whenever possible.

Entering properties (even vacant land) can be dangerous due to unknown conditions of structures and land. **You assume all liability for injuries and other damage** if you choose to visit these lands.

Properties may be occupied or “being watched” by former owners or neighbors sympathetic with former owners. Occupants are often unknown and could potentially be volatile, unstable or “anti- government” persons. Even vacant land presents potential for conflict.

Some properties still contain the personal property of former owners (including vehicles, furnishings, appliances etc). These items are not sold at our auctions. We are only selling the real estate (land) and whatever is attached to it (buildings and other permanent fixtures).

- **You are not authorized to remove ANY “personal” property, “scrap” metal or fixtures from auction parcels. This is considered theft and will be prosecuted.** We often ask neighbors to watch property for theft and vandalism and report this to local police.
- **Property is sold “as-is” in every respect.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records available to the public.
- **There are no refunds and no sale cancellation at the buyer’s request.**
- **Information offered on the website or in the salebook is deemed reliable but is not guaranteed.** We suggest reviewing the records of the local assessor’s office to be sure that what we are selling is what you think it is. **We sell by the legal description only.**
- **You should consider obtaining professional assistance** from land surveyors, property inspection companies or others if you have questions about property attributes.

PLEASE REMEMBER that property lists can change up to the day-of-auction.

Paying for your Auction Purchases

- **The full purchase price must be paid in full within 5 business days of the sale.** No purchases can be made on a time-payment plan.
- No cash or personal checks will be accepted.
- All payments must be made with a **Credit/Debit Card, Wire Transfer, or by certified (cashier's) check.**
- Your sale is not complete until we've received both your payment and your notarized receipt and buyer's affidavit paperwork. This is also due 5 business days from the date of the sale.
- When mailing in your paperwork (especially with a certified check), please use a trackable service like Priority Mail, FedEx, or UPS to ensure timely, verified delivery.

Bidding Authorization

- Online and absentee bidding requires a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card before any bids will be accepted. Alternatively, bidders can mail in a \$1,000 certified funds deposit if a credit card is unavailable. A buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.
 - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

Absentee bidding

- If you do not have internet access, **you can submit an absentee bid by calling us.** You will still need to pre-authorize a \$1000 deposit on a major credit card (or mail in a \$1000 certified check deposit). Contact us at 1-800-259-7470 for more information.
 - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

2025 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

Schedule is subject to change – Please see www.tax-sale.info for the latest information

* = Includes a catalog of DNR Surplus Parcels in this county

Kent*, Oceana*, Ottawa, Muskegon 8/1/2025	Northwestern Lower Peninsula (Grand Traverse*, Lake*, Leelanau, Manistee*, Mason, Wexford*) 8/4/2025	Branch, Hillsdale, Jackson 8/5/2025
Monroe 8/5/2025	Bay, Gladwin, Arenac 8/6/2025	The Thumb Area (Huron, Lapeer*, Sanilac, Saint Clair, Tuscola) 8/7/2025
City of Highland Park 8/15/2025	Eastern Upper Peninsula (Alger*, Chippewa, Delta, Luce*, Mackinac, Schoolcraft*) 8/18/2025	Western Upper Peninsula (Baraga, Dickinson, Gogebic*, Houghton, Iron, Keweenaw, Marquette*, Menominee, Ontonagon) 8/19/2025
Oakland 8/20/2025	Southern Central Lower Peninsula (Clinton, Gratiot, Ionia, Livingston, Montcalm, Shiawassee, Washtenaw*) 8/21/2025	Central Lower Peninsula (Clare, Isabella, Mecosta*, Osceola, Midland*, Newaygo*) 8/22/2025
Barry*, Calhoun, Kalamazoo, St. Joseph 8/26/2025	Allegan*, Berrien, Cass, Van Buren 8/27/2025	North Central Lower Peninsula (Crawford, Kalkaska, Ogemaw*, Oscoda, Otsego, Missaukee*, Montmorency*, Roscommon) 8/28/2025
Antrim, Charlevoix, Emmet 9/2/2025	North Eastern Lower Peninsula (Alcona, Alpena, Cheboygan, Iosco, Presque Isle) 9/3/2025	Saginaw 9/4/2025
Genesee* 9/5/2025	Minimum Bid Re-Offer Auction 9/26/2025	No Reserve Auction 10/31/2025

Rules and Regulations

1. Registration

You must create an online user account at www.tax-sale.info in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

2. Properties Offered

A. Overview

"Foreclosing Governmental Unit" ("FGU") is a term used by the Michigan tax foreclosure statute and is typically the office of the County Treasurer in the county where the offered property is located. However, in some instances the FGU is the State of Michigan Department of Treasury.

Unless otherwise noted, the "Seller" is the County Treasurer, acting as the "FGU". The Auctioneer is Title Check, LLC acting as the authorized agent of the Seller/FGU.

The attached list of parcels has been approved for sale at public auction and each is identified by a sale unit number. The Seller reserves the right to pull parcels from the sale at any time prior to the auction.

According to state statutes, **ALL PRIOR** liens (other than certain DEQ liens and other limited exceptions), encumbrances and taxes **are cancelled** by Circuit Court Order. The FGU has attempted to include in the minimum bid, liens that have accrued since foreclosure, such as nuisance or water bills; **all other outstanding bills since foreclosure are the responsibility of the buyer**. These properties are subject to any state, county, or local zoning or building ordinances. The FGU does not guarantee the usability or access to any of these lands.

B. Know What You Are Buying

It is the **responsibility of the prospective purchaser to do THEIR OWN RESEARCH** as to the suitability of any offered property for any intended purpose. The FGU and the Auctioneer make no warranty, guaranty, or representation of any kind concerning, but not limited to, the merchantability of title, boundary lines, location of improvements, availability of land divisions, easements or right to access by public street, utility presence or location, or any other physical, structural, or legal condition regarding any parcel offered for sale.

Prospective buyers should, prior to the auction, **personally visit and inspect any offered property** they wish to purchase. However, prior to purchase at the auction, **STRUCTURES MAY NOT BE ENTERED** without the **WRITTEN PERMISSION** of the FGU. Some structures may be occupied and occupants should not be disturbed.

C. Reservations

At the sole option of the FGU, a reverter clause may be included in any deed issued to a winning bidder which prohibits the future severing of mineral rights (if any) and/or splitting/subdividing any purchased property into smaller parcels which do not meet local zoning rules or otherwise comply with applicable regulations relating to the splitting of property. If such a reverter clause is included, a violation thereof will result the property reverting to the FGU without refund.

Pursuant to state statutes, where the State of Michigan Department of Treasury is acting as Seller/FGU, deeds issued may contain the following reservations and stipulations:

- *"Excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, MCL 324.76101 to 324.76118 as amended."*
- *"Saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above-mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Part 5, Act 451, P.A. 1994, as amended, MCL 324.503, as amended."*

Additionally, the State may, in its discretion, reserve the mineral rights to offered property as follows:

- *"Saving and excepting and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands whereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals."*

If the State does not reserve mineral rights as described above, the State may nonetheless restrict the severance of mineral rights from offered property as follows:

- *"This conveyance hereby restricts the Grantee from severing oil, gas, mineral and other subsurface rights from the surface rights any time in the future. If the Grantee severs the subsurface rights from the surface rights, the subsurface rights will revert to the State of Michigan."*

3. Bidding

A. Overview

Live Bidding Auctions:

First round minimum bid auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed for the applicable auction** and the Active Bidding phase then begins.

ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction**. **All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

Sealed Bid Auctions:

Second round no-minimum sales, unless otherwise specifically noted, are conducted by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as on the list included in the sale book. At auctions with a minimum bid, no sales can be made for less than the starting price indicated. The starting bid for no-minimum-bid sales will be at the discretion of the FGU.

However, any person who held an interest in a property offered for sale at the time a judgment of foreclosure was entered against such property **must pay at least minimum bid** for such property even if purchased at a no-minimum auction.

C. Bid Increments

Bids will **only** be accepted in the following increments:

<u>Bid Amount</u>	<u>Increment</u>
\$100 to \$999	\$ 50.00
\$1000 to \$9999	\$ 100.00
Over \$10,000	\$ 250.00

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

- The person does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the FGU from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

Any person unable to attend the sale can be represented at the sale by an agent or other representative with authority to bid and otherwise represent the person. However, any party utilizing an agent to bid on their behalf must still meet the above listed requirements. **The registered bidder is legally and financially responsible for all parcels bid upon whether acting on their own behalf or as the agent of another.**

E. Absentee Bidding

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470.

F. Auction Location

Auctions are conducted online through www.tax-sale.info. An auction may be conducted in-person with simultaneous online bidding as determined by the FGU.

G. Bids are Binding

A bid accepted at public auction through www.tax-sale.info is a legal and binding contract to purchase. The FGU reserves the right to reject any or all bids.

H. Limitations on Bidding

The FGU and Auctioneer reserve the right to limit the number of bids placed per auction for any bidder or group of bidders for any reason.

I. Attempts to Bypass These Rules and Regulations

The FGU and Auctioneer reserve the right to reject the bids of any bidder who appears to be acting on behalf of another person who is ineligible to bid on their own.

4. Terms of Sale

A. Payment

- **The full purchase price must be paid in full WITHIN 5 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

The full purchase price consists of the final bid price *plus* a buyer's premium of 10% of the bid price, any outstanding taxes due on the property including associated fees and penalties, and a \$30.00 deed recording fee. ***Any portion of the purchase price paid by credit card will be assessed an additional fee of 2.75%.***

B. Refund Checks

In some instances it may be necessary to refund to a buyer some or all of the payment tendered by such buyer. This can occur, for example, when a buyer tenders certified funds in an amount greater than their total obligation or if the sale is cancelled under any provision of these Rules and Regulations. Refund checks will be processed and mailed to buyer within approximately ten days of the time such refund becomes due to buyer. Buyer shall cash such refund check within 90 days of the date listed on such refund check. If buyer fails to cash such refund check within 90 days, such refund check shall become void and buyer shall forfeit any refunded amount.

C. Dishonored Payment

A buyer whose payment is dishonored for any reason will have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

Furthermore, the FGU may seek to prosecute any buyer whose payment is dishonored or who fails to consummate a purchase.

Any buyer who fails to consummate a purchase for any reason will be banned from bidding at all future land auctions.

The buyer's premium is not subject to any broker fees. There are no co-brokerage or other fees or rebates available.

D. Eligible Buyers

In order to take title to purchased property, each party that will be listed on the deed must meet **ALL of the following requirements at the time their winning bid is accepted:**

- i. The party does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/ in the local tax collection unit in which the purchased property is located.

- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the FGU from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

At the time payment is tendered after the auction, the buyer will be required to execute an affidavit affirming, **under penalty of perjury**, that each party that the buyer desires to have listed on the deed to purchased property meets the above requirements.

The FGU **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the FGU is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the **buyer will be assessed liquidated damages in the amount of \$1000**. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. Furthermore, the FGU may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

E. Sale to Entities

In order to ensure that individuals do not utilize legal entities to circumvent the sale and ownership restrictions contained in MCL 211.78m(2), the FGU will only sell property to legal entities under certain circumstances. Any buyer desiring to deed a purchased property to a legal entity must disclose the name and address of all officers, shareholders, partners, members, or other parties, regardless of title, who own any portion of that entity. However, such disclosure will not be required if one or more of the following exceptions are applicable:

- The Entity held a prior recorded interest in each purchased property.
- The Entity is a division, agency, or instrumentality of federal, state, or local government.
- The Entity is a Homeowners Association, Condo Association, or other such organization that exercises control over each purchased property.
- The Entity is a publicly traded company listed on a national securities exchange.
- The Entity is a nonprofit corporation and is qualified as tax exempt under IRC §501.

At the time payment is tendered after the auction, any buyer desiring to deed a purchased property to a legal entity will be required to execute an affidavit affirming, **under penalty of perjury**, that the entity is exempt from disclosure under one of the five exceptions listed above, or in the event that no exception is applicable, the names and addresses of all parties owning any portion of that legal entity.

F. Cancellation Policy

Prior to the issuance of a deed, the FGU has the right, in its sole discretion, to cancel any sale for any of the following reasons: transfer of the property at issue is stayed or enjoined by a court of competent jurisdiction; any of the reasons outlined in MCL 211.78m(9); the property at issue becomes the subject of litigation; a defect is discovered in the underlying foreclosure or sale procedures relating to the property at issue; any other reason authorized under these Rules and Regulations.

G. Property Transfer Affidavit

It is the responsibility of the buyer to file a **Property Transfer Affidavit** with the *assessor for the city or township* where the property is located **within 45 days of the transfer**. If it is not timely filed, a **penalty of \$5/day (maximum \$200) applies**. The information on this Property Transfer Affidavit is NOT CONFIDENTIAL.

5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases during the checkout process. This receipt does not convey an interest in title to the purchased property unless and until a deed has been issued and recorded. Buyers will be entitled to deeds for the property descriptions identified by the sale unit numbers noted on the receipt unless the sale is cancelled under these Rules and Regulations or other statutory authority.

6. Title Being Conveyed

Quit-claim deeds will be issued conveying **only such title as received by the FGU through tax foreclosure**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The FGU makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the FGU**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

7. Special Assessments

Special assessment installments through the most recent prior tax year are included in the starting bids. Seller has attempted to identify those parcels subject to special assessments with a note on the parcel detail page. Parcels sold are subject to property taxes for the entire current tax year, as well as current and future installments of any outstanding bonded assessments. All bidders should contact the appropriate city, village, or township offices to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.

8. Possession of Property

A. Possession Pending Deed Delivery

It is recommended that the buyer DOES NOT take physical possession of any purchased property until a deed has been executed and delivered to the buyer. The buyer risks financial loss for any improvements or investments made on purchased property *before the delivery of a deed* in the event that the Foreclosing Governmental Unit exercises their right to cancel the sale. Until the buyer pays for all purchases in full and receives a deed, no activities should be conducted

on the site other than:

I. Securing the Property

Buyer should take steps to protect their equity in purchased property **by securing vacant structures against entry and obtaining (homeowners) insurance for occupied property**. Buyer is responsible for contacting local units of government **to prevent possible demolition of structures situated on purchased property**.

II. Assessing Potential Contamination

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

B. Occupied Property

Buyers will be responsible for all procedures and legal requirements for conducting evictions. Occupants of purchased property should be treated as tenants holding over under an expired lease. This means that legal eviction and/or possession proceedings will be necessary to effectuate control over such property if occupants will not otherwise leave voluntarily. You may wish to consult a licensed attorney for additional guidance. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by the FGU.

9. Additional Conditions

The buyer accepts the premises in its present "as is" condition, and releases the Foreclosing Governmental Unit and employees and agents including the Auctioneer from all liability whatsoever arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.

A person who acquires property that is contaminated (a "facility" pursuant to Section 20201(1)(1) of Natural Resources and Environmental Act (NREPA), 1994 P.A. 451, as amended) as a result of release(s) of a hazardous substance(s) may become liable for all costs of cleaning up the property and any other properties impacted by the release(s). Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Protection from such liability may be obtained by conducting a Baseline Environmental Assessment (BEA) as provided for under Section 20126(1) (c) of NREPA. However, the BEA must be conducted prior to or within 45 days of the earliest date of purchase or occupancy of the property. Persons who acquire contaminated property may have "due care" obligations under Section 20107a of NREPA even if they conduct a BEA and are not liable for the contamination.

Pursuant to part 201 of NREPA, the person(s) responsible for an activity causing a release at the property is obligated to pursue response activities at the property. Consequently, the non-labile purchaser may be required to provide access to the liable party to conduct response activities at the property in the future. Section 20116 of the NREPA requires that a person who has knowledge that their property is contaminated provide a written notice to the purchaser or other person to whom the property is transferred which discloses the general nature and extent of the release. Additional disclosure obligations may also apply at the time the property, or an interest in the property, is transferred. Accordingly, the Foreclosing Governmental Unit recommends that a person who is interested in acquiring property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

10. Deeds

A. Deed Execution and Delivery

All monies collected will initially be deposited in escrow. Once payment is cleared and verified, funds will be disbursed to the FGU and deeds will be executed and recorded as required by law. The FGU will deliver the deeds to the Register of Deeds for recording and remit them to the buyer after recording is complete. IT CAN TAKE 6 TO 8 WEEKS FOR DEEDS TO ARRIVE. PLEASE BE PATIENT.

B. Restrictive Covenants

Some counties sell properties with deed covenants that will attach to the property. These parcels will be noted online, along with the terms being required. **Please carefully review the information for each specific parcel to make sure you understand the terms of sale.**

11. Property Taxes & Other Fees

All property taxes and associated fees that have accrued on or after April 1 in the year that a property is auctioned must be paid **at the time of checkout** after the auction along with the final bid price, buyer's premium, and deed recording fee.

Furthermore, please understand that the **buyer is responsible for all other fees and liens that accrue against a property on or after April 1 in the year that a property is auctioned.** These items are not prorated. They include, but are not limited to, municipal utility or ordinance fees, and condo or property owner association fees or dues. This can also include demolition and other nuisance abatement costs. These fees and expenses **are not collected at the auction** and must be paid by the buyer after taking title to any purchased property which is subject to such fees and expenses.

12. Other

A. Personal Property

Personal property (*items not attached to buildings and lands such as furnishings, automobiles, etc.*) located on offered property or within structures situated on offered property was not taxed as part of the real estate, does not belong to the FGU, and is not sold to the buyer of the real estate in this transaction. You are advised to contact former owners of any purchased property and provide them an opportunity to reclaim contents. A certified and first class mail notice to their last known address is strongly advised. It is your responsibility to identify and properly handle items of personal property. The FGU and Auctioneer make no representations or warranties as to the presence of personal property or as to the legal requirements for dispensing with such property.

Mobile Homes may be titled separately and considered *personal property*. It is the buyer's responsibility to determine the legal status of any mobile home located on purchased property. A useful first step could include determining whether an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in MCL 125.2330i.

B. Mineral Rights

You will receive any and all title that the FGU obtains via their tax foreclosure through a quit-claim deed. If the owner of the surface rights to the property also owned the mineral rights, those will become part of your title interest. However, this will be subject to the rights of any outstanding leaseholders of oil, gas, mineral or storage rights. You would be obligated to honor the balance of any remaining lease (with automatic renewals if so written). However, if the mineral rights have been severed (split from the surface rights) and are owned by a third party, they have not been foreclosed by the FGU and are not included in the mineral rights conveyed to you. In either instance, the leaseholder still has the right to explore for and/or extract minerals under the terms of any outstanding agreement.

C. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at www.tax-sale.info ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. Finally, additional conditions are included on the auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Additional Terms, Terms of Sale, Rules and Regulations.

These Rules and Regulations are subject to change and should be reviewed frequently.

NOTE: Please review the terms at the top of each online catalog and the addendum pages in the sale books for county-specific purchase terms. Failure to follow the specific rules posted for each county could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.

Lapeer County

Lot #	Lot Information	Address	Min. Bid
3600	Parcel ID: 002-022-064-00; Legal Description: SEC 22 T8 R11E BEG AT A POINT ON THE EAST WEST 1/4 LINE THAT IS S 89 DEG 37 MIN 20 SEC WEST 1313.03 FT FROM THE EAST 1/4 CORNER OF SEC 22; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, SOUTH 0 DEG 8 MIN 17 SEC EAST 276.5 FT; THENCE SOUTH 89 DEG 37 MIN 20 SEC WEST 315.08 FT; THENCE NORTH 0 DEG 8 MIN 17 SEC WEST 276.50 FT; THENCE ALONG SAID EAST WEST 1/4 LINE, NORTH 89 DEG 37 MIN 20 SEC EAST 315.08 FT TO POINT OF BEGINNING. ALSO INCLUDING PARCEL DESCRIBED AS BEGINNING AT A POINT THAT IS S 89 DEG 37' 20" W 1608.11 FT ALONG THE E-W 1/4 LINE AND S 00 DEG 35' 49" W 276.47 FT AND N 89 DEG 36' 55" E 16.44 FT FRM THE E 1/4 COR OF SAID SEC; TH N 89 DEG 36' 55" E 298.17 FT; TH S 00 DEG 04' 18" E 16.26 FT; TH S 89 DEG 36' 55" W 298.15 FT; TH N 00 DEG 08' 26" W 16.26 FT TO THE P O B. EXCEPT A PARCEL BEGINNING ON THE E-W 1/4 LINE THAT IS S 89 DEG 37' 20" W 1608.11 FT FRM THE E 1/4 COR OF SEC 22; TH S 00 DEG 08' 26" E 32.90 FT; TH S 01 DEG 49' 24" W 103.85 FT; TH S 00 DEG 08' 26" E 139.75 FT; TH S 89 DEG 36' 55" W 16.44 FT; TH N 00 DEG 08' 26" W 276.43 FT; TH ALONG SAID E-W 1/4 LINE, N 89 DEG 37' 20" E 20.00 FT TO TH P O B. CONTAINING 2.00 ACRES MORE OR LESS Comments: Small cottage home on a wooded lot. This will need some updating and window repair, but could be the perfect opportunity for the right person. There are extensive personal effects throughout the home (not included in auction). Summer Tax Due: \$561.28	4844 LUM RD ATTICA	\$3,400.00
3601	Parcel ID: 002-036-018-00; Legal Description: SEC 36 T8N R11E THE W 150 FT OF S 233 FT OF THE E 1/2 OF SE 1/4. .80 A. Comments: Wooded property just under an acre, near Imlay city Summer Tax Due: \$108.32	BOWERS RD IMLAY CITY	\$1,200.00
3602	Parcel ID: 003-020-010-30; Legal Description: SEC 20 T7N R11E PART OF NW 1/4 OF SEC 20, ATTICA TWP DES AS BEG AT PT ON W LI OF SEC THAT IS S 0 DEG E 317.39 FT FROM NW COR OF SEC, TH S 89 DEG E 1299.07 FT TH S 0 DEG E 338.45 FT TH N 89 DEG W 1301.18 FT TO W LI OF SEC, TH N 0 DEG W 338.43 FT TO POB PARCEL B 10.10 A FORCE RD Comments: very good condition Alpaca farm on 10 acres, with newer manufactured home, barn and out buildings. This property was occupied as of last visit so interior photos are not available. Summer Tax Due: \$877.27	1571 FORCE RD ATTICA	\$6,600.00
3603	Parcel ID: 006-001-003-00; Legal Description: SEC. 1 T9N R10E EAST HALF OF ONE SQUARE ACRE LOCATED IN THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, DEERFIELD TOWNSHIP, LAPEER COUNTY, MICHIGAN. Comments: Older Trailer in need of repairs and cleanup on a wooded lot in area of nice homes. There is a shed on the property as well. There are many personal belongings inside the trailer that are not included in the auction. Good opportunity to repair or build! Summer Tax Due: \$92.58	2999 NORTH BRANCH ROAD NORTH BRANCH	\$2,700.00
3604	Parcel ID: 008-010-001-71; Legal Description: PARCEL 1-A: PART OF THE S 1/2 OF THE S E 1/4 OF SEC 3 AND PART OF THE N 1/2 OF THE N E 1/4 OF SEC 10 T7N R9E ELBA TWP LAPEER CNTY MI BEGINNING AT THE N 1/4 COR THEN S 88 DEG 17'00" E 275.01 FT; THEN S 01 DEG 12'28" W 812.53 PARALLEL WITH THE N S 1/4 LINE TO A PONT ON THE NLY ROW LINE OF THE GTW RAILROAD; THEN S 83 DEG 51'32" W 277.28 FT; THEN N 01 DEG 12' 28" E 850.44 FT TO POB. 5.25 A. SPLIT FROM -00 INTO -71/-72/-73 5-18-04 Comments: Approx 5.25 acre wooded parcel in front, leading to a pond and low lying area in the back. Summer Tax Due: \$94.49	DAVISON RD LAPEER	\$2,000.00
3605	Parcel ID: 008-010-001-72; Legal Description: PARCEL 2-A: PRT OF THE S 1/2 OF THE SE 1/4 OF SEC 3 AND PART OF THE N 1/2 OF THE N E 1/4 OF SEC 10 T7N R9E ELBA TWP LAPEER CNTY MI COMMENCING AT THE N 1/4 COR THEN S 88 DEG 17'00" E 275.01 FT ALONG THE SLY ROW LINE OF STATE HIGHWAY M-21 TO THE POB. CONTINUING ALONG SAID ROW LINE OF STATE HIGHWAY M-21 324.98 FT; THEN S 01 DEG 12'28" W 380.01 FT PARALLEL WITH THE N S 1/4 LINE; THEN S 88 DEG 17'00" W 324.98 FT; THEN N 01 DEG 12' 28" E 380.01 FT TO POB. 2.84 A. SPLIT FROM -00 INTO -71/-72/-73 5/18/04 Comments: Approx 2.84 acre vacant parcel is high and wooded in the front, leading to wet land area in the back. Summer Tax Due: \$68.19	DAVISON RD LAPEER	\$1,600.00
3606	Parcel ID: 008-019-006-00; Legal Description: SEC 19 T7N R9E BEG S 88 DEG 31' 59" W 280.5 FT & N 02 DEG 05' 04" W 908.27 FT ALONG C/L OF ELBA RD FROM E 1/4 COR, TH S 87 DEG 54' 56" W 660 FT, TH N 02 DEG 05' 04" W 330 FT, TH N 87 DEG 54' 56" E 660 FT TO C/L OF ELBA RD, TH S 02 DEG 05' 04" E ALONG C/L 330 FT TO POB. 5 A. Comments: Approx 5 acres off Elba Rd. Summer Tax Due: \$121.30	ELBA RD LAPEER	\$2,400.00

3607	Parcel ID: 008-310-244-00; Legal Description: T7N R9E MONTICELLO ESTATES LOTS 244 AND 245 Comments: Large older modular home in decent condition and lots of space to work with. Features 3 bed rooms and 2 bath with Detached 2-car garage and shed on a large corner lot. With personal belongings already cleared out, this is a great opportunity just waiting for you! Summer Tax Due: \$133.19	1966 GREENFIELD CT LAPEER	\$2,000.00
3609	Parcel ID: 010-026-004-10; Legal Description: T6N-R9E SEC 26 BEG AT THE SE COR OF SEC 26; BEG AT THE SE COR OF SEC 26; TH N 0 DEG 0'39" W 196 FT ALONG THE E LINE OF SEC 26; TH S 89 DEG 39'21" W 280 FT; TH S 0 DEG 0'39" E, 196 FT TO A PT ON THE S LINE OF SEC 26; TH N 89 DEG 39'21" E 280 FT ALONG THE SAID S LINE TO THE P.O.B. 1.26 A Comments: Recently cleared vacant lot. There is a polebarn in good condition on this property as well. Summer Tax Due: \$155.12	3510 BRAUER RD OXFORD	\$20,000.00
3610	Parcel ID: 017-006-017-00; Legal Description: 2000 SPLIT SEC 6 T8N R9E COM AT THE W 1/4 COR OF SEC 3; TH N 1068.82 FT TO POB; TH N 103 FT TO NE COR OF SEC 1, T8N R8E AND N 164.36 FT TO A PT ON THE N LI OF S 1/2 FRTNL NW 1/4 OF SEC 6; TH E 1053.48 FT; TH S 412.17 FT; TH W 655.9 FT; TH N 144.86 FT; TH W 401.07 FT TO POB 8.654 ACRES. Comments: Large hill-top acreage site, approx. 8.6 acres. Debris have been cleaned up for the most part, with only cinder blocks remaining. Attempts to remove the blocks before the auction will be made. Summer Tax Due: \$119.93	8524 WASHBURN RD COLUMBIAVILLE	\$6,300.00
3611	Parcel ID: 042-103-022-00; Legal Description: SEC 3 T10N R11E VILLAGE OF CLIFFORD COM AT PT 18 2/3 RODS E OF SE COR OF LOT 9 BLK 9 PEARSON'S ADD TH E 8 RODS N 6 RODS W 8 RODS S 6 RODS TO BEGINNING. Comments: Lot with no developed access north of the railroad track. Photos are to illustrate the location closest developed road location to which the property sits northeast. See map link for actual location. Summer Tax Due: \$36.13	MAIN ST - NO ROW CLIFFORD	\$900.00
3612	Parcel ID: 042-214-002-00; Legal Description: VILLAGE OF CLIFFORD PEARSON'S ADDITION LOTS 2 AND 3 BLK 14. Comments: Large and open commercial lot in the Village of Clifford. Check with local unit for zoning information. Summer Tax Due: \$554.91	9686 MAIN ST CLIFFORD	\$5,400.00
3613	Parcel ID: 047-653-003-00; Legal Description: VILLAGE OF OTTER LAKE W C CUMING'S ADDITION LOT 3 BLK 3. Comments: Commercial building in Otter Lake currently being used as storage. Contents belong to former owner and are not being sold. This is a great business opportunity for storefront, office, or continue to use it as storage space. Summer Tax Due: \$2,694.44	DETROIT ST - 2 STORES OTTER LAKE	\$13,250.00
3614	Parcel ID: L20-66-600-040-00; Legal Description: CITY OF LAPEER R ORIGINAL PLAT NW 1/4 N 1/2 OF LOT 8 AND S 16 FEET OF LOT 9 BLOCK 70 (0112) Comments: Older 2 story home in the city of Lapeer. The roof, along with a complete renovation will need to be addressed. This is a great handyman special that could be a great opportunity for the right person. Summer Tax Due: \$698.46	335 ADAMS ST LAPEER	\$6,100.00
3615	Parcel ID: L20-84-900-050-00; Legal Description: CITY OF LAPEER T7N, R10E, SEC 4 PART OF SW 1/4, COM N0*0'36"E 659.39 FT & S89*06'30"E 33 FT FRM SW SEC COR, TH N21*21'35"E 124.94 FT; S68*38'25"E 129.21 FT; N21*21'35"W 28.32 FT; TH 68.31 FT ALG C TO R (R=85 CA=46*02'51" LC=N44*23'E 66.49 FT); TH N01*53'30"E 132.12 FT; TH S89*06'30"E 100 FT; TH N10*13'12"E 186.14 FT; TH E 25 FT; TH 74.94 FT ALG C TO R (R=60 CA=71*33'52" LC=N35*46'56"E 70.16 FT; TH N0*53'30"E 149.66 FT; TH N55*07'44"E 327.88 FT; TH S80*05'55"E 193.53 FT; S35*19'34"E 178.08 FT; TH S54*40'26"W 37.5 FT; S19*02'29"W 171.11 FT; TH S13*04'49"E 72.13 FT; TH S63*50'12"E 77.78 FT; TH S0*53'30"W 188.47 FT; TH S24*06'30"E 235 FT; TH S65*53'30"W 83.05 FT; TH S24*06'30"E 400.28 FT; TH S02*20'54"W 254.04 FT; TH S89*06'30"E 118.77 FT; TH N0*24'50"W 2197.39 FT; TH S87*23'43"W 197.07 FT; TH S84*55'08"W 692.46 FT; TH S30*55'E 344.77 FT; TH S29*41'13"W 458.23 FT; TH S35*11'39"W 193.39 FT; TH S89*59'E 89.24 FT; TH S26*15'56"W 256.45 FT; TH N89*59'W 222.9 FT; TH S0*00'36"W 365.41 TO POB 24.03 AC Comments: Newer development vacant lot in the city of Lapeer. Great partially wooded lot in nice area, check with City of Lapeer if buildable. Summer Tax Due: \$598.04	PEPPERMILL RD LAPEER	\$6,200.00
3616	Parcel ID: L21-45-602-040-00; Legal Description: CITY OF LAPEER TURRILL ADDITION TURRILL AVE THAT PART OF LOT 17 LYNG E'LY OF E'LY LN OF MCRR R/W (L=40 P=331 SEC 5, T7N-R9E) Comments: Small triangular vacant lot between home and railroad tracks off Turrill Ave. Summer Tax Due: \$1.96	S ELM ST LAPEER	\$600.00

