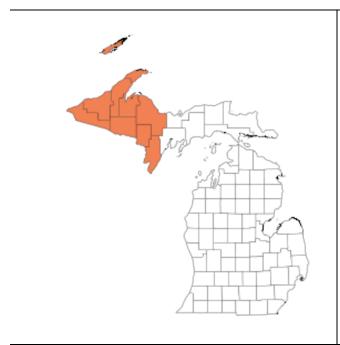
# **Public Land Auction**

# Western Upper Peninsula

August 19th, 2025

Baraga, Dickinson, Gogebic (Dnr), Gogebic, Houghton, Iron, Keweenaw, Marquette (Dnr), Marquette, Menominee, and Ontonagon Counties



# Location:

Online www.tax-sale.info

# Time:

Auction: 10:00am EDT to 07:00pm EDT

Printed information is subject to change up to the auction start time. Please check each lot listing closely for updates.





# 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:

- o **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 <a href="www.tax-sale.info">www.tax-sale.info</a> 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

# **Important Information Regarding Rules and Regulations**

The Rules and Regulations immediately following this page are applicable to the following catalogs listed on this page which are included as part of this auction. These Rules and Regulations are not applicable to sales made on behalf of the Michigan Department of Natural Resources. Specific DNR rules are listed elsewhere in this document where applicable.

- Baraga
- Dickinson
- Gogebic
- Houghton
- Iron
- Keweenaw
- Marquette
- Menominee
- Ontonagon

# **Rules and Regulations**

### 1. Registration

You must create an online user account at <a href="www.tax-sale.info">www.tax-sale.info</a> 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:

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• "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.

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### 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:

Bid Amount	<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 <u>www.tax-sale.info</u>. 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 or 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 <u>any portion</u> of that entity. However, such disclosure <u>will not be required</u> 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 recommend 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 <a href="https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments">https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments</a>

# **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-liable 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.

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# **Important Information Regarding Rules and Regulations**

The Rules and Regulations immediately following this page are applicable to the following catalogs which consist of parcels owned by the Michigan Department of Natural Resources and which are offered for sale in this auction as part of DNR's surplus lands disposition process:

- Gogebic DNR
- Marquette DNR

# Michigan DNR Land Sales **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

The attached list of parcels has been approved for sale at public auction by the Michigan Department of Natural Resources (the "DNR"). Each parcel is identified by a sale unit number. The DNR reserves the right to pull parcels from the sale at any time prior to the auction.

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

These properties are subject to any state, county, or local zoning or building ordinances. The DNR does not guarantee the usability or access to any of these lands. The properties are sold based upon their LEGAL DESCRIPTION ONLY (Subdivision name and Lot number, or Metes and Bounds measured description). While effort has been made to ensure that the addresses, parcel sizes, maps, and/or photos are accurate, you are relying on your own investigation and information when purchasing this property. All parcels are sold "as is where is" and there are NO REFUNDS.

#### 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 DNR 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 DNR. Some structures may be occupied and occupants should not be disturbed.

# C. Reservations

Pursuant to state statutes, 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 DNR 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 DNR does not reserve mineral rights as described above, the DNR 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:

DNR 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 1

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:

DNR may, at its discretion, conduct an auction 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 DNR.

#### C. Bid Increments

Bids will only be accepted in the following increments:

Bid Amount	Increment
\$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 DNR 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 <a href="www.tax-sale.info">www.tax-sale.info</a>. An auction may be conducted in-person with simultaneous online bidding as determined by the DNR

### G. Bids are Binding

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

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# H. Limitations on Bidding

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

### I. Attempts to Bypass These Rules and Regulations

The DNR 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%.* 

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 DNR 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
- i. 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*l* of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4*l*, 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 DNR 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 DNR 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 DNR 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 DNR may pursue CRIMINAL PERJURY CHARGES against any buyer who makes a false affirmation on

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the affidavit required under this or any other provision of these Rules and Regulations.

### E. Cancellation Policy

At its sole discretion, the DNR reserves the right to cancel any sale at any time up until delivery of the deed.

#### F. 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 is possessed by the DNR at the time of sale. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The DNR makes no representation as to the availability of title insurance and the unavailability of title insurance is not grounds for reconveyance to the DNR. 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

Parcels sold are subject to property taxes that become due and payable on or after the day of auction, 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 recommend 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 DNR exercises its 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 <a href="https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments">https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments</a>

# **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 DNR.

# 9. Additional Conditions

The buyer accepts the premises in its present "as is" condition, and releases the DNR 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-liable 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 DNR 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 DNR and deeds will be executed and recorded as required by law. The DNR 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.

# 11. Property Taxes & Other Fees

All property taxes that become due and payable on or after the day of auction will be the responsibility of the buyer. The buyer is responsible for all other fees and liens that accrue against the property on or after the day of the auction. These items 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 DNR, 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 DNR 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. 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 sale-specific purchase terms. Failure to follow the specific rules posted for each sale could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.

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# Baraga

Lot #	Lot Information	Address	Min. Bid
800	Parcel ID: 001-078-005-00; Legal Description: AR-28 2/0 202A SEC 28 T52N R30W E 1/2 OF NW 1/4 OF NW 1/4. 20 ACRES. Comments: ~20 Acres NW of MCcomb Corner. No known road access. Good buy for a neighboring property owner. Additional Disclosures: 7 (see key for full text) Summer Tax Due: TBA		\$1,022.73
801	Parcel ID: 003-220-018-00; Legal Description: SEC 20 T48N R34W SW 1/4 OF SW 1/4 LYING N OF THE N R/W LN OF HWY M-28. 14 ACRES M/L. Comments: Has frontage on M-28 at Watton. 14 acres in size. There is a camper here that we do not have title to, and it is not included in this sale. The parcel fronts about 1320 feet on M-28, and also has about 500 feet of frontage on Risku Road along the west boundary. There is a collapsed mobile loaded full of trash, of no value here as well. There are likely to be a well and septic that may be repurposeable. Topographic maps suggest the land is uplkands, tho there are wet and marshy areas to the east of this on the next parcel. Some mature apple trees (we think they're apple, maybe pear ?) in the front yard. Property runs from the intersection of M-28 and Risku Road, then east 1/4 mile (1320 feet). Several vehicles, boats etc here to deal with the disposal of. We have no title to any of it. Additional Disclosures: 21; 22; 17 (see key for full text)  Summer Tax Due: TBA		\$1,650.89
802	<b>Parcel ID:</b> 004-359-037-10; <b>Legal Description:</b> TLA-9 0/3 301A SEC 9 T50N R33W E 150' OF N 300' OF NE 1/4 OF SW 1/4. 1.3A <b>Comments:</b> This property was occupied at the time of our visit in early June, Newer singlewide mobile home on a one acre parcel on Golden Road. Fronts 150' feet on the road, and runs 300' deep. On the first curve on Golden Road south of US-41. Because of the occupancy we could not review this property in detail. Has a steel room. A little damage to the siding. Needs some overall maintenance and appears cluttered. <b>Additional Disclosures:</b> 17; 33; 21 (see key for full text) <b>Summer Tax Due:</b> TBA		\$3,245.15
803	Parcel ID: 044-721-067-00; Legal Description: TLA-P30 LOT 67 VILLAGE OF L ANSE SAMARDJIC'S ADD NO 1 LOT 67. Comments: Home needs a roof. There is some decay along the eaves and roof edge on the two sides. Leaks in the bathroom and stairway to upper floor. Three bedrooms and a bath up. On a crawlspace with a wood pier footing foundation. Natural gas space heat. There is some noticeable deflection in the walls and roof probably some settling of the structure as the wood foundation elements slowly erode. Didn't notice it too muich inside, but we're sure there will be a couple wavy spots in the floor. Was occupied this spring. Additional Disclosures: 34; 21 (see key for full text) Summer Tax Due: TBA		\$5,789.54

# Dickinson

Lot #	Lot Information	Address	Min. Bid
2100	Parcel ID: 001-008-016-00; Legal Description: SEC 8 T41N R27W PART OF NE 1/4 OF NW 1/4 COM AT SW COR FORTY, TH E ON S LINE309 FT TO POB, TH E ON S LINE 1020 FT TO SE COR OF FORTY, TH N ON E LINE APPROX 363 FT TO S R/W CO RD, TH NW'LY & SW'LY ALG SD CO RD R/W APPROX 1050 FT TO A PT WHICH IS 300 FT E & 215 FT N OF S FORTY LINE, TH S 215 FT TO S LINE OF FORTY AND POB. 6.72 A. Comments: Parcel has over 1000 feet of frontage on M-69, just east of Foster City and runs a couple hundred feet deep. There is a culvert just east of the center of the lot, that runs diagonally SE uphill to a plateau. It has a couple of fallen tress across it, but would not be too difficult to open back up. The rear of the parcel drops down and is marshy, but there are certainly "high" spots on the eastern side of the parcel. The terrain here rises 45 feet in a run of about 200 feet from low to high lands.  Summer Tax Due: TBA	M-69, Foster City	\$906.06
2101	Parcel ID: 002-481-015-00; Legal Description: LOTS 15,17-18, 20-21 BLK 1. FIRST ADD TO EAST BREITUNG. Comments: ~1 acre rectangular parcel, north of Superior St and West of Van Buren St. Property has no known road access and sits behind a house. Would be a good purchase for an adjacent property owner. Additional Disclosures: 7 (see key for full text)  Summer Tax Due: TBA		\$1,050.81
2102	Parcel ID: 002-534-005-00; Legal Description: LOT 5 BLK 10. SECOND ADD TO EAST KINGSFORD. Comments: A classic mid-century bungalow in Kingsford in a well-kept, quiet neighborhood. There is a park a few doors away. Home is clean, solid and straight. Great mid-century architectural finishes are untouched and authentic. Some nice built-in storage. Roof is mid-life and not leaking. Might be original forced air natural gas furnace. Older 60A fused electrical service. Detached one car garage. Nice yard. Low maintenance aluminum siding. It's a BEAUTY, Clark!		\$4,895.73
2103	Parcel ID: 002-808-007-00; Legal Description: LOT 7 BLK 8. H WITBECK CO'S 1ST ADD TO THE VILLAGE OF QUINNESEC. Comments: Older wood frame home in Quinnesec. We are told this one is still occupied as of the time of ouir inspection visit in June. Has a baaaaad roof, especially over the one story back shed. Visible rot and sagging here. The back section probably has serious interior damage. There is some deflection here that could suggest foundation problems, but we did not view it in detail because of the occupancy. Front storm door is discombobulated, and the rear one is partly missing. Appears to possibly be a half-story dormer on the back side tho that may just be attic space with a window. Some debris around the house to manage we assume the inside is a mess as well. This one needs some help. Additional Disclosures: 21; 33; 5; 6 (see key for full text)  Summer Tax Due: TBA		\$1,486.74
2104	Parcel ID: 003-410-001-00; Legal Description: LOT 1 BLK 10 VILLAGE OF METROPOLITAN. Comments: Single platted lot in Felch. Recreational use most likely as it is probably too small to build on. About 3500 square feet. Additional Disclosures: 9 (see key for full text) Summer Tax Due: TBA	_	\$398.15
2105	Parcel ID: 004-318-001-00; Legal Description: LOT 1 BLK 18 VILLAGE OF CENTRAL VULCAN. Comments: Live long and prosper with this wooded lot in Vulcan. It appears that a structure has been removed here in the past, and a little debris remains. This is a roughly triangular shaped parcel that may not be large enough to build on. Check the size and zoning if that's your intent. Wooded hillside to the rear. Additional Disclosures: 9 (see key for full text) Summer Tax Due: TBA		\$570.59
2106	Parcel ID: 005-133-024-00; Legal Description: SEC 33 T42N R30W PART OF NE 1/4 OF SE 1/4 LYING BETWEEN E LINE OF C M ST P & P RY & W LINE OF SPUR TRACK & S LINE OF FORTY50 A. Comments: Irregularly shaped parcel. Lies between the railroad right-ofway, and the spur. Could actually be completely covered by railway easements. May not hold much practical use. Additional Disclosures: 30 (see key for full text) Summer Tax Due: TBA	N 7751 NORWAY LAKE RD FELCH	\$480.77

2107	Parcel ID: 005-155-016-00; Legal Description: SEC 5 T43N R30W PART OF NE 1/4 OF SW 1/4 BEG AT NE COR OF FORTY, TH W ON N LINE 140 FT TO M-95 R/W, TH SW'LY ALONG SAID R/W 208 FT, TH DUEE APPROX 208 FT TO E LINE OF FORTY, TH N ON E LINE TO NE COR & POB. 1.00 A. Comments: One acre parcel, 208' feet square, on M-95 just north of Channing. There is an older singlewide mobile home here, as well as a two-holer. The mobile has a collapsed roof and is of little value. This is a decent uplands parcel and nicely wooded. There is some value here in the well, septic and elecric service, tho their condition is unknown. Additional Disclosures: 17; 36; 33 (see key for full text) Summer Tax Due: TBA	N 11920 M-95	\$1,493.59
2108	Parcel ID: 005-440-009-00; Legal Description: LOT 9 NEWELL'S 1ST ADDITION TO THE VILLAGE OF CHANNING. Comments: Small, square shaped house with front porch in Channing. Detached one car garage. Everything is vinyl sided Roof is older but looks fair. Could use a general overall refresh. The interioir appears to be hoarded with piles visible through the windows. We are told that the occupancy here is a now-and-then situation she still come and goes. Until this one is emptied out, you probably won't know its real condition. Could be cute if properly rehabbed. Additional Disclosures: 21; 6; 33 (see key for full text)  Summer Tax Due: TBA		\$3,292.00
2109	Parcel ID: 006-209-025-00; Legal Description: LOTS 25 & 26 BLK 9 VILLAGE OF LORETTO. Comments: Two platted lots on the north side of Loretto. The parcel is brush covered and has a solid wall of vegetation at the roadside. It is directly east of the property at 3923 W Morgan St.  Summer Tax Due: TBA		\$466.89
2110	Parcel ID: 007-122-037-00; Legal Description: SEC 22 T43N R28W PART OF THE SE 1/4 OF SE 1/4 BEG 228 FT S OF NECOR, TH S 54 DEG 30' W 231.1 FT TO N R/W E & LS RR, TH SE'LY PARA. & 50 FT FROM C/L OF RR TO PT OF INT OF E LINE SEC 22, TH N ON E LINE 400 FT TO POB. PARCEL CONTAINS 0.84 ACRES M/L. Comments: Property is on a shared driveway, located behind a commercial building in Ralph. 1.5 story, 3 bedroom house (2 up, 1 down) . 1 bath. In overall decent condition with newer looking roofs. Inside is a little dirty, but not stinky or grubby. Some clutter to dispose of. Lots of "man stuff" in the yard to deal with. There is an older storage building behind the house that has seen better days. It has some potential if you get to work on it sooner rather than later. To the rear of N-10592 Norway Lake Road and is difficult to see from the road. ~0.84 Acres. Additional Disclosures: 21 (see key for full text)		\$1,727.70
2111	Parcel ID: 051-101-574-00; Legal Description: THE SOUTH 1/2 OF LOT 20 BLOCK 13 HAMILTON & MERRYMAN'S 3RD ADDITION. Comments: Tiny two story home on a tiny lot where an alley intersects with another alley. Not much of a yard. And not really any offstreet parking. This house is very overgrown and appears to have been vacant for some time, but structurally it really isn't all that awful. Has a decent roof which isn't leaking, and what we could see of the foundation (overgrown) was solid. We would look at this as a shell that needs all mechanicals and a complete gut and resurface inside. She needs doors and windows and insulation and everything. It's 4 walls waioting for a new soul. Additional Disclosures: 50 (see key for full text) Summer Tax Due: TBA	IRON MOUNTAIN	\$4,094.28
2112	Parcel ID: 051-104-533-00; Legal Description: LOT 7 BLOCK 13 STEPHENSON & FLESHIEM 2ND ADDITION. Comments: There are two homes on this parcel, being used as rental propertry to this point. They are currently both occupied, so we did not have the opportunity to view the interiors. The homes are both merchantable. The front unit is the larger of the two and has a newer roof, and is vinyl sided on the upper half. Rear unit is entirely vinyl with a roof that is a little older. It utilizes an alley entrance in addition to the front porch access. There is a double-wide parking spot where they probably can stack cars two deep for a total of 4 cars. The homes have segregated use of the yard in between. Additional Disclosures: 6; 21; 33 (see key for full text)  Summer Tax Due: TBA	ST IRON	\$9,941.85
2113	Parcel ID: 051-104-715-00; Legal Description: LOT 11 BLOCK 6 WALPOLES ADDITION. Comments: Vacant platted lot. Probably too small for construction under zoning without additional area. Check with the zoning folks to be sure your vision is feasible. Would be a great neighbor pick up to increase a yard size! Additional Disclosures: 9 (see key for full text) Summer Tax Due: TBA		\$721.92

2114	Parcel ID: 052-090-081-00; Legal Description: LOT 81 VILLAGE OF BREITUNG. Comments: This property was still occupied at the time of our visit in early June. Home has some advanced decay in foundation, soffit, eave and roof areas. Siding and windows need plenty of attention. There is yellow "DANGER" tape around the area of the gas meter at the front corner of the house near the gas meter, and it looks as though the ground is open perhaps from foundation collapse or other issues at that spot. There is a good amount of derbis and garbage in the side and rear years. We assume the inside mirrors the outside. There is a large dog in the rear yard here. Additional Disclosures: 5; 34; 21; 6; 33 (see key for full text) Summer Tax Due: TBA	KINGSFORD	\$2,399.71
2115	Parcel ID: 052-456-001-00; Legal Description: LOT 1 BLK 6 SKIDMORE'S ADD TO THE VILLAGE OF BREITUNG. Comments: Occupied one story home in the City of Kingsford. Due to occupancy our inspection was limited to the side of the road. Vinyl siding appears to be in good shape and roof looks to be newer. Additional Disclosures: 21; 33; 6 (see key for full text) Summer Tax Due: TBA	KINGSFORD	\$3,654.17

# Gogebic DNR

Lot #	Lot Information	Address	Min. Bid
10050	Parcel ID: 06-16-801-900; Legal Description: South 100 feet of Lot 1 bounded by the South line of said Lot thence North from Southwest corner of said Lot along the W line a distance of 100 feet due E a distance of approx. 933 ft. to the W'ly shore of Duck Lake S'ly along W shore of Duck Lake a distance of approx. 100 ft. to SE corner of said Lot to point directly W of place of beg. th. W a distance of approx. 933 ft. to SW corner of said Lot 1 the place of beg. Comments: The subject property is a vacant 2.1-acre parcel that are surrounded by 2 private landowners. The parcel is located on the east side of W Duck Lake Road south of the Forest Service Road 6323 intersection about 5 miles southwest of Watersmeet MI. The property has approximately 100 feet of frontage on Duck Lake which is the eastern property line. Most of the property is composed of moderately well drained fine sandy loam soils with 1 to 18% slopes. The parcel is zoned within the Recreation & Forestry District which requires a lot width and depth of 200 foot to meet local zoning to build requirements. The subject property is 933-foot (east-west) X 100-foot (north-south) and does not meet local zoning to build as standalone parcel based on the local zoning ordinance. Interested buyers should contact Watersmeet Township regarding a zoning variance if interested in building on the property. Additional Disclosures: 42; 75 (see key for full text)  Summer Tax Due: TBA		\$15,000.00

# Iron

Lot #	Lot Information	Address	Min. Bid
3200	Parcel ID: 001-330-048-00; Legal Description: SEC 20 T43N R34W PLAT OF ROGERS LOCATION LOT 48. Comments: This property was still occupied when we visited in early June, so we could not view it in detail. Does appear as though they're in the process of moving, but there is still furniture and personal property here. Older singlewide mobile home with roofover and covered porch. This unit is in pretty solid condition and appears to have been well maintained, There is a shed to the rear left that is *not* on this parcel. This one seems pretty clean compared to many that we see, and shouldn't be any "gotchas" here. In the Rogers location, northeast of Iron River. Additional Disclosures: 33; 21; 6 (see key for full text)  Summer Tax Due: TBA	ROGERS LOC	\$3,441.64
3201	Parcel ID: 002-286-005-00; Legal Description: SEC 36 T43N R33W COM 253' N OF SE COR OF SW 1/4 OF NE 1/4 WHERE E SIDE OF HWY DUNN RD INT E LN 575' TO WHERE RD AGAIN INT E LN, TH S'LY ALG E LN OF HWY 635' TO POB90 A (SURFACE ONLY). Comments: This is an odd-shaped parcel on the inside of a curve on the Tobin-Alpha Road. If you're considering building on this one, you may want to check with the local zoning folks to be sure the dimensions allow it after deduction whatever road right-of-way is here. This is a nicely wooded uplands parcel, Summer Tax Due: TBA	Tobin-Alpha Road	\$880.61
3202	Parcel ID: 002-500-027-00; Legal Description: SEC 30 T43N R32W MENAPACE'S TOBIN LOCATION PLAT LOT 27. Comments: Cute little one story home in the Tobin Location, west of Crystal Falls. Appears to have been well cared for over time, HOWEVER the foundation is giving way. Given the fairly small size of this one, replacing it, or even repairing it, may not be a big deal. There is some decay in wood at a few spots. Steel garage/outbuilding is pretty solid condition. The interior is messy, and will need to be emptied to get a good look at conditions there. The electric service and heat source are likely in the basement, and we did not access them during our review. Roof is mid-life and we did not notice any leaks. Additional Disclosures: 34; 66; 21 (see key for full text) Summer Tax Due: TBA	101 4TH ST TOBIN LOC CRYSTAL FALLS	\$4,922.42
3203	Parcel ID: 004-021-072-00; Legal Description: SEC 21 T43N R35W COM 332.69' S OF NW COR OF NW 1/4 OF SE 1/4, TH E 170', TH S 90', TH W 170', TH N 90' TO POB. AND ALSO W 170' N 1/2 OF S 1/2 OF N 1/2 OF NW 1/4 OF SE 1/4. 0.64 A. Comments: Older, mid century raised ranch, constructed of concrete. Solid and straight. The floors are comprised of some sort of pre-cast concrete panels or possibly Dox plank. It's solid construction to be sure. That being said, this is one of the filthiest places we've been in lately. Every surface is sticky with a greasy film. It's just grubby to the point of making even the strongest stomach wilt. Roof is curled and sketchy looking but we did not see leaks. The attached garage is full of flies and a hundred bags of rotting food garbage. Inside the house there is a smell we are not familiar with and it may be from drug manufacture or use. Three bedrooms and a bath. Smallish living area and kitchen. Full basement with the 100A electric service and a mid-century forced air furnace. Basement has a rear walkout. To the south is a large, modern three car garage with dirt floor. Wouldn't take much work to put a concrete slab in here and this would be great space. The property is 2/3 acre. Additional Disclosures: 66 (see key for full text)	152 GIBBS CITY ROAD IRON RIVER	\$10,328.85
3204	Parcel ID: 041-545-012-00; Legal Description: PLAT OF ALPHA LOTS 12 AND 13, BLOCK 5. Comments: Older one story commercial storefront in Alpha. We can't be sure what is under the siding, but we would not be surprised if this isn't an old early 1900's gas station. It just has that design vibe. The inside is level and solid. Last use appears to be as a grow house. Doesn't have a kitchen, but there is a half bath. Flat built up roof isn't leaking. It's pitched to the rear behind the parapet wall around the front. Has potential do you have the right use for it? Could find a purpose as office, residence, studio or small business depending on the zoning.  Summer Tax Due: TBA	403 MAIN STREET ALPHA	\$6,079.52

3205	This lot is a "bundle" comprised of 2 parcels	1607 ALTONE ST	\$13,037.50
	(1 of 2) Parcel ID: 042-621-003-00; Legal Description: PLAT OF FORBES TO VIL OF MINERALHILLS (NOW CITY OF IRON RIVER) LOT 3, BLK 1. Comments: Older wood frame home in the Forbes location north of Iron River. Has seen some rough use and lack of maintenance. It is difficult to assess the condition of this one because it is so loaded with garbage and debris (mostly the non-stinky hoarder kind) that you can't even SEE the floor. Waist deep in most of the main floor. Couldn't even get to the stairway. We could see that the bannister up the stairway has been pulled apart/vandalized. We are thinking there are at least a half dozen 30 yard dumpster loads to remove here before you'll know conditions underneath. Yard is similarly piled. There is a camper in the yard that we do not have title to. This house appears to be generally straight and solid. But WYSIWYG Foundation and roof appear to be solid. Siding is weatherchecked and needs paint. Additional Disclosures: 66; 33; 21 (see key for full text)  (2 of 2) Parcel ID: 042-714-020-60; Legal Description: SEC 14 T43N R35W TH PART OF SW 1/4 OF SW 1/4 & SE 1/4 OF SW 1/4 DES AS COM 1239.7' E & 778.5' N OF SW COR SEC 14, TH N40 06 25E ALG N R/W FORBES RD 168.28' TO W LN PLAT OF FORBES, TH N 4 01 45E ALG W LN 222.98' TO POB, TH N84 04W 255.61', TH N35 58 25W 73.26' TO S R/W RR GRADE, TH S83 23 40E 302.87' TO W LN PLAT OF FORBES, TH S 4 01 45W 51.03' TO POB 0.34 A  Summer Tax Due: TBA	IRON RIVER;  1607 ALTONE ST IRON RIVER	
3207	Parcel ID: 051-204-013-00; Legal Description: SEC 1 T42N R35W 1ST ADD TO PLAT OF CASPIAN S 1/2 OF LOT 13 & ALL LOT 14 BLK 4. Comments: 1.5 story older wood frame home in Caspian. Incomplete rehab project here. A side addition has been removed, but not entirely patched up. The interior is a work-in-progress, with some new plumbing and a 200 A electric service neither of which are complete. The foundation here has some issues cracking is evident, but its not caving in (yet). Roof looks shady, but its not leaking (yet). Has potential, but needs help. Additional Disclosures: 50; 34 (see key for full text)  Summer Tax Due: TBA		\$10,519.64
3208	<b>Parcel ID:</b> 051-251-003-00; <b>Legal Description:</b> SEC 1 T42N R35W 1ST MORGAN ADDITION LOTS 3 & 4 BLK 1. <b>Comments:</b> Older 1.5 story wood frame home in Caspian. This home was still occupied at the time of our visit in early June. Hardboard/fibred siding. We noticed deflection in the foundation wall on the north side that could suggest foundation issues. Some deterioration in exterior and porches. Roof is nearing the end of its life. Will need an overall refresh on the exterior. One car detached garage needs some TLC if it 's going to be saved. Right across the street from the Caspian village building and DPW shop. <b>Additional Disclosures:</b> 21; 6; 33 (see key for full text) <b>Summer Tax Due:</b> TBA		\$4,080.38
3209	Parcel ID: 052-180-029-00; Legal Description: J B SCHWARTZ FIRST ADDITION TO THE VILLAGE OF CRYSTAL FALLS LOT 29. Comments: Small 1.5 story home in Crystal Falls. Apprears to be in overall excellent condition, however the front porch needs a roof and some work, as there are some noticeable deflections. The main roof is pretty new, and the original wood siding looks pretty good for its age. Has a presentable exterior coat of paint. The foundation looks solid overall, but there is a visible crack in the block addition foundation and a basement/crawlspace window or access panel is covered with OSB for unknown reasons. This was still occupied during lour visit in early June so we couldn't get up close and personal. Does have a large two car detached garage to the rear on the alley. Minor accumiulation at the garage. Overall, this one looks pretty decent. Additional Disclosures: 21; 6; 33 (see key for full text) Summer Tax Due: TBA	AVE CRYSTAL FALLS	\$6,095.00
3210	Parcel ID: 052-180-068-00; Legal Description: J B SCHWARTZ FIRST ADDITION TO THE VILLAGE OF CRYSTAL FALLS LOT 68. Comments: ~0.17 Acre Vacant Lot In Crystal Falls. Lot is primarily wooded. Please check with the local zoning folks to ensure this lot is suitable for your intended use. Additional Disclosures: 23 (see key for full text) Summer Tax Due: TBA	THIRD ST CRYSTAL FALLS	\$716.87
3211	Parcel ID: 054-115-016-00; Legal Description: PLAT OF VILLAGE (NOW CITY) OF IRONRIVER LOT 16 BLK 15. Comments: This has been the Zippidy Duda Bar & Grill in recent years. Exterior of the building is attractive and kept up. Solid construction, Dox Plank floors with a terrazzo floor in the kitchen. Built like a rock. Building needs a new roof, and an interior overhaul, as it is pretty greasy, dirty, and mold has begun to form from the dampness. Substantial electric service here. There is some personal property here and enough cast-off to fill a couple 30 yard dumpsters. The basement is a maze of storage and office/shop spaces. Situated in the heart of downtown Iron River, one block north of US 2. Additional Disclosures: 5; 21; 32 (see key for full text)	ST IRON RIVER	\$19,799.47

3212	Parcel ID: 054-132-001-00; Legal Description: PLAT OF VILLAGE (NOW CITY)OF IRON RIVER LOTS 1 & 2, BLK 32. Comments: House has a bad foundation and is in general hobbled and cobbled condition. Foundation is worst in the rear. Some missing windows and doors boarded over. Old shinlged roof needs replacement. Siding is a hodge-podge and needs upgrading. The forward part of the interior is old, but fairly intact. The rear end has been chopped up, probably in an effort to address foundation issues, but not completed. Basement reveals the extent of the foundatrion issues. Additional Disclosures: 34 (see key for full text)	ST IRON RIVER	\$4,271.27
3213	Parcel ID: 055-280-017-00; Legal Description: ASSESSOR'S PLAT NO 1 OF THE CITY OF STAMBAUGH 40 X 150 LOT 17. Comments: Vacant parcel in the Old Stambaugh section of Iron River. South of 416 Truman Avenue. Level open lands, Additional Disclosures: 23 (see key for full text) Summer Tax Due: TBA		\$835.46
3214	Parcel ID: 055-390-015-00; Legal Description: ASSESSORS PLAT 4 TO CITY OF STAMBAUGHLOT 15 77 X 100. Comments: Older wood frame home in the Old Stambaugh section of what is now Iron River. From the curb, you'd think one would be uninhabited but there is still someone there. The exterior is in rough condition., especially on the south side. A hiodge-podge of sidings. There have been windows replaced. Roof is mid-life and appears generally decent. Stone foundation looks intact from curbside. This property is occupied so we could not get a look at the interior. Appears to be a work-in-progress Additional Disclosures: 50; 21; 6; 33 (see key for full text) Summer Tax Due: TBA	IRON RIVER	\$7,031.01

# Keweenaw

Lot #	Lot Information	Address	Min. Bid
	<b>Parcel ID:</b> 101-51-002-005; <b>Legal Description:</b> AA-B-4 Lot 5. Block B. Plat of the Village of Ahmeek. <b>Comments:</b> The property appears to be recently occupied, and the power is still on (we think). Has been updated with low-maintenance vinyl siding, but could use a fresh roof at some point. Secured and appears to still contain personal property. Appears to be single-family use. In overall decent condition. <b>Additional Disclosures:</b> 33; 6; 21 (see key for full text) <b>Summer Tax Due:</b> TBA	AHMEEK	\$1,901.28

# **Marquette DNR**

Lot #	Lot Information	Address	Min. Bid
10068	Parcel ID: 52-01-120-005-00; Legal Description: NW1/4 of the NW1/4 Comments: The subject property is a mainly forested vacant parcel of land that is landlocked (i.e. no road access). The subject parcel measures approximately 40.0 acres. The subject property has excessively drained sandy soils with 0 to 6 percent slopes. The parcel is surrounded by one adjacent landowner on all four sides (i.e. LYME Great Lakes Timberlands LLC). The parcel is zoned Timber Production. The subject parcel is situated in the Township of Champion and County of Marquette. Located south of County Road AAA and west of County Road 510. Approximately 15-miles northeast of Champion and approximately 25-miles west northwest of Marquette. Additional Disclosures: 75; 74; 7 (see key for full text)  Summer Tax Due: TBA		\$40,000.00
10069	Parcel ID: 52-05-036-004-00; Legal Description: SW1/4 of the NW1/4 Comments: The subject property is a mainly forested vacant parcel of land. The parcel appears to be accessible by an unpaved road or trail off from Stack Grade Road. Interested parties should contact the township/county to check the validity of this parcel having road access. The subject parcel measures approximately 40.0 acres. Subject property has very poorly drained mucky soils with 0 to 1 percent slopes in the north three quarters of the property. Moderately well drained fine sandy loam soils with 1 to 12 percent slopes in the south quarter of the property. Subject property is covered by wetlands. The parcel is surrounded by one adjacent landowner on all four sides (i.e. Barnaby Enterprises Limited LLC). The parcel is zoned Open Space District. The subject parcel is situated in the Township of Forsyth and County of Marquette. The property is serviced by Gwinn Community School District. Located east of M-35 (East State Hwy) and west of US-41. Approximately 4.5-miles southeast of Little Lake and approximately 9-miles southwest of Gwinn. Additional Disclosures: 75; 74; 40 (see key for full text) Summer Tax Due: TBA		\$18,000.00
10070	<b>Parcel ID:</b> Part of 52-14-015-007-00; <b>Legal Description:</b> That part of the N $\hat{A}\frac{1}{2}$ of the SE $\hat{A}\frac{1}{4}$ of the SE $\hat{A}\frac{1}{4}$ lying easterly of the centerline of state highway M-553. <b>Comments:</b> 2.65 acre parcel. on M-553 in Sands Township. The parcel is 120' deep, east from the roadway, and has 660' feet along the highway.Withiln the 660' along the road, there is a neighbor with a driveway across this parcel to access their property that sits to the rear of the parcel being sold. The DNR attempted to sell this parcel to them without success. There is no easement for this driveway, and it is an encroachment. As such it can be closed by a future buyer if desired. The property is 660 feet (north-south) X 120 feet (eastwest). The listing is Part of local parcel # 52-14-015-007-00 and does not include the entire tax parcel on the west side of M553. The property is zoned within the RR - Rural Residential District which requires 30000 sq feet (0.69 acres) and a lot width of 120 feet. Sands Township should be contacted for any zoning questions. The subject parcel is located on the east side of M553 north of Kelly Johnson Memorial Drive about 13 miles south of Marquette MI. <b>Additional Disclosures:</b> 75; 74; 39 (see key for full text) <b>Summer Tax Due:</b> TBA		\$7,950.00
10071	Parcel ID: 52-17-217-002-00; Legal Description: SW1/4 of the NE1/4 Comments: The subject property is a landlocked 40 acre parcel (i.e. no legal access) that is a partially forested vacant piece of land. Subject parcel has Sawmill Creek running through the middle of the property (north/south). Subject property is mainly mucky swamp soils with 0 to 1 percent slopes. Small amount of somewhat poorly drained sandy soils with 0 to 3 percent slopes on the southeast and west sides of the property. The parcel is surrounded by one adjacent landowner on all four sides. The parcel is not zoned no zoning currently in the Township of Turin. The property is serviced by Mid-Peninsula Community School District. The subject parcel is situated in the Township of Turin in the County of Marquette. The property is located west of M-35 (East State Hwy) north of Parker Spur approximately 5-miles south of Little Lake and approximately 7-miles southeast of Gwinn. Additional Disclosures: 7; 75; 74; 41 (see key for full text) Summer Tax Due: TBA		\$15,750.00

# Menominee

Lot #	Lot Information	Address	Min. Bid
4703	This lot is a "bundle" comprised of 7 parcels	N 1284 R-3 DR MENOMINEE;	\$17,325.03
	(1 of 7) Parcel ID: 010-017-013-00; Legal Description: SEC 17 T32N R27W S 1/2 OF SW 1/4. 80 A. Comments: We don't see many like this! Mid-century raised ranch is located on the R-3 Road, about 5 miles NW of Menominee. The home has been maintained over time, but certainly needs some freshening up. Older roof that doesn't appear to be leaking. The		
	interior features three bedrooms and two baths upstairs, and a rec room down. The living room and rec room both have wood-burning fireplaces. There are a number of accessory/shop/hobby rooms downstairs. Attached 2 2-car garage and a 30x60 steel barn		
	to the north of the house in the woods. The house is worn and dated. Some finishes, such as tile counters in the master bath, are in rough shape. Much original architectural fabric is worth restoring here. Whole house vac. Exterior decks will need replacement soon, and	MENOMINEE;	
	the exterior in general is weather-beaten. There is a trail that runs along the north boundary near the pole barn that offers a straight shot back into the depths of the property. The lands here are roughly 50% marshlands and softwoods. There are 7 parcels	MENOMINEE;	
	here, including (3) 80's (3) 40s and (1) 20 acre parcels. The combined properties front 1320' on R-3 Drive, run a full 1 mile deep, and is 3940' feet at its widest point. NOTE: The power is still on at this property. There are numerous, perhaps a dozen, active video cameras (some follow you when you move). There is an audible alarm inside the property.	MENOMINEE;	
	The pole barn appears to still be occupied on a part-time basis and likely has a bunkhouse in it we can hear a radio playing. You would do well to limit your visit to this property to a curbside view or very quick walkaround, as this property is clearly being watched by someone. <b>Additional Disclosures:</b> 21; 41; 6 (see key for full text)		
	(2 of 7) Parcel ID: 010-018-029-00; Legal Description: SEC 18 T32N R27W SE 1/4 OF SE 1/4. 40 A.		
	(3 of 7) Parcel ID: 010-019-001-00; Legal Description: SEC 19 T32N R27W NE 1/4 OF NE 1/4. 40 A.		
	(4 of 7) Parcel ID: 010-019-002-00; Legal Description: SEC 19 T32N R27W N 1/2 OF NW 1/4 OF NE 1/4. 20 A.		
	(5 of 7) Parcel ID: 010-019-010-00; Legal Description: SEC 19 T32N R27W SE 1/4 OF NE 1/4. 40 A.		
	(6 of 7) Parcel ID: 010-020-004-00; Legal Description: SEC 20 T32N R27W N 1/2 OF NW 1/4. 80 A.		
	( <i>7 of 7</i> ) <b>Parcel ID:</b> 010-020-005-00; <b>Legal Description:</b> SEC 20 T32N R27W S 1/2 OF NW 1/4. 80 A. <b>Summer Tax Due:</b> TBA		
4707	Parcel ID: 011-083-014-00; Legal Description: SEC 33 T39N R27W THT PRT OF SE 1/4 OF NW 1/4 LNG SW OF HWY US-2 EXC; FOR PRT 30' IN WIDTH COM AT CTR 1/4 COR OF SEC 33; TH S 88 DEG 27 MIN 20 SEC W 474.76' TO POB OF CTRLN; TH N 8 DEG 24 MIN 38 SEC E 25.36' TO STRLY ROW OF US 2 & PT OF ENDING OF CTRLN. Comments: A roughly 3-acre parcel is on the outside of a curve along US-2, east of Waucedah. Irregular in shape. Has a gated drive. Older wood frame cabin here was well secured. Appears to have a roof in generally good overall condition. Partial basement with exterior entrance. There is some personal property still here. Some debris in the yard and outbuildings. Additional Disclosures: 33; 21 (see key for full text)	W-6333 US 2	\$2,201.39

# Ontonagon

Lot #	Lot Information	Address	Min. Bid
5500	Parcel ID: 01 505 007 00; Legal Description: S 33' OF LOT 7 BLK 5 OF VILLAGE OF BERGLAND. Comments: Older two-story wood frame home in Bergland village, at the north end of Lake Gogebic. Roof is old and leaky. Wooden pier footing foundation system is decaying, creating sags and weaves. There is a one addition to the rear that contains the bathroom and a shed, which is collapsing into the crawlspace due to the decay of the footings. If removed, the forward section of the house may have some potential. Last occupancy appears to be about 1997. Two bedrooms up. Additional Disclosures: 21; 32; 34; 5 (see key for full text)  Summer Tax Due: TBA		\$877.24
5501	Parcel ID: 03 600 015 00; Legal Description: LOT 15 PLAT OF EVERGREEN ACRES. Comments: With a little bit of work, this one could be decent. Doublewide on a block foundation in the extremely quiet community of White Pine. The roof is tarped, but we did not see any severe leaks or substantial damage inside other than some localized spots. Three bedrooms and a bath. Aluminum siding for low maintenance. There are a couple of campers in the yard that we do not have title to, and they are not ours to sell or give to you. This is a community that was created rapidly in the heyday of the Silver City mine (across the street), and it faded just as quickly when that closed. 3 bedrooms and a bath. Very recently (maybe "still") occupied. The doors were wide open when we were there. Occupied by a kitty. Additional Disclosures: 21; 6 (see key for full text) Summer Tax Due: TBA	CIR CARP LAKE	\$3,639.00
5502	Parcel ID: 04 326 017 00; Legal Description: SEC 26 T51N R38W W 1/2 OF W 1/2 OF SW 1/4 OF SE 1/4 LNG N OF GREENLAND TWP CEMETERY EXC HWY R/W. 4.78 A. Comments: 4.78 acre parcel with about 350' feet of frontage on the east side of the Ontonagon-Greenland Road. Average depth about 600 feet. Irregular in shape. Topo maps suggest that this is uplands, but there is a small creek that bisects the parcel east to west, so there could be some lowlands in the center that yiou may want to investigate on foot. Located juuuuuust north of Greenland on a paved county maintained main road. Additional Disclosures: 41 (see key for full text) Summer Tax Due: TBA	Ontonagon- Greenland Road	\$761.75
5503	<b>Parcel ID:</b> 04 421 011 00; <b>Legal Description:</b> LOTS 11 & 12 BLK 21, PLAT OF VILLAGE OF MAPLE GROVE. <b>Comments:</b> The value here is in the land, septic, and well. Old singlewide, roof-over mobile with a frame addition on a block foundation. This one has been leaking for years probably ten years or more without maintenance. The roof is decayed and has large holes the front porch has collapsed into the basement, and it's boarded. The structure itself other than mayyyybe the foundation is beyond any logical rationale to repair. <b>Additional Disclosures:</b> 36; 5 (see key for full text) <b>Summer Tax Due:</b> TBA	447 FOURTH ST GREENLAND TOWNSHIP	\$2,352.34
	Parcel ID: 04 768 010 00; Legal Description: LOT 10 & 11, BLK 68 OF PLAT OF MASS CITY. Comments: This is a large, solid structure in Mass City. Historically, this served as the Masonic Lodge for decades during the copper mining heyday. It appears to have been used perhaps as four apartments in recent years, but it seems clear that in its original incarnation, it must have been an impressive lodge. It has a brick, or at least face brick main floor, and wood frame second level. It is in dire need of a roof if it is to be saved, as the northern exposure is leaking heavily in a couple of localized spots. There is about an inch of water on the basement floor. The exterior is heaped in debris everything from food garbage, to appliances and clothing. The interior has some debris, but far less than we expected. This would be a substantial project and require a good amount of money to save, but this could be a fantastic little lodge or business in the right hands. Or an absolutely massive and stunning historic home, There has been some updating to the mechanicals. We saw a newer furnace, a new-looking electric service, and work on plumbing, but to be honest, we would start from scratch with all mechanicals after devising a new and better use and floor plan for the property. On a corner lot. Needs work on exterior decks and porches, doors, windows, and roof if you're going to save her. Has been vacant for about 2 years or more. Additional Disclosures: 5; 21; 66 (see key for full text)  Summer Tax Due: TBA	GREENLAND	\$5,446.82
5505	Parcel ID: 11 019 011 05; Legal Description: SEC 19 T48N R38W COM @ THE NE COR OF THE SE 1/4 OF NW 1/4, THENCE RUNNING SOUTH ALONG THE EAST 1/4 LINE 86 FT AND 6 INCHES, THENCE IN A NW'LY DIRECTION TO THE NW COR OF THE SE 1/4 OF NW 1/4 OF SEC 19, TH EAST TO THE POB. 1.3 A M/L. Comments: This is a triangular (pie shaped) parcel on Harju Road, east of Bruce Crossing. Has ~86' feet on the road, and runs about 1200' feet, to a point west of there. This is vacant land as far as we can tell. There is a camper to the south of this that is near, but not on this property from our review. Summer Tax Due: TBA	Harju Road	\$501.96

# **Additional Disclosures Key**

- **5:** One or more buildings on this parcel has a roof which is either leaking to the interior or appears close to failure. Failing roofs often indicate substantial structural decay inside the building. You should investigate the integrity of this structure(s) prior to bidding.
- **6:** This property is **occupied**. Please respect the privacy of current occupants and limit any inspection to what can be **safely observed from the road**. Some occupants may be upset or angry and may meet contact with aggression or violence. **Please use discretion and caution when researching this or other occupied properties.** Furthermore, although this property has been foreclosed for unpaid taxes, occupants have certain rights under Michigan law and must be formally evicted if unwilling to leave voluntarily. You may wish to consult a licensed attorney for more information.
- **7:** This parcel does not front on a public or privately deeded improved road. Often times there are easements in the recorded chain-of-title that provide legal access to such parcels but other times there are not. You should thoroughly research this parcel's access rights prior to bidding. It can require expensive, complicated, and time consuming legal proceedings to secure legal access to landlocked parcels that do not have easements for ingress and egress.
- **9:** This parcel is too small to be practically useful under most circumstances. Many times such parcels are the result of survey or property transfer errors which create small orphaned slivers of land. These parcels are frequently too small to allow construction or any other practical use. They often have no road frontage or legal means of access. These parcels can often lead to **adverse claims or encroachments by neighboring land owners** which can be complicated legal issues to resolve. Please investigate this parcel thoroughly prior to bidding.
- **17:** Mobile homes (and some modular homes) can be separately titled and considered personal property. In these instances, there may be third parties that have the legal right to remove that mobile home from the parcel whether or not it has been assessed as part of the property in the past. We make no representations or warranties as to whether such mobile or modular homes are included with the real property offered for sale. It is the buyer's responsibility to conduct their own research as to the state of title. As a preliminary step, it may be useful to determine if an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in MCL 125.2330i. You may wish to consult a licensed attorney or title company to assist in this research.
- **21:** This parcel appears to contain "personal property" that may be of value. Property tax foreclosure affects **only "real property."** In general, real property includes the land and those things physically attached to it. **This sale includes only such real property.** However, some parcels also contain personal property such as cars, furniture, clothing, and other things which aren't physically attached to the land. Such **personal property is not included as part of this sale.** It is strongly suggested that the purchaser of this parcel contact the former owner and provide them the opportunity to remove this personal property before disposing of it. Minimum reasonable steps could include sending a letter by certified and first class mail to the former owner at their last known address. However, it is the responsibility of the winning bidder to determine what personal property is present on the parcel and the appropriate measures for handling such personal property.
- **22:** This parcel has substantial structural issues caused by poor design, insufficient maintenance, or both. Such buildings may be subject to condemnation orders which we were unable to locate during our inspection. All such buildings should be brought into compliance with local building regulations prior to use. We **strongly** recommend that you contact the local building code official and consider consulting a competent structural engineer to assess the condition of this property before to bidding.
- 23: This parcel is located within a municipality which monitors property maintenance and condition. You may be assessed fees and fines if you fail to mow the grass or do not otherwise properly maintain the property after purchase. One advantage to these parcels is that they typically have infrastructure nearby (water, sewer, power). However, you should confirm the availability of such utilities as well as the connection costs prior to bidding. It is your responsibility to determine whether a parcel is suitable for your desired purpose.
- **30:** This parcel may be subject to utility, road, driveway right-of-way, or other easements which could allow third parties access to the property. Easements are not extinguished by tax foreclosure and foreclosed parcels are sold subject to these preexisting rights, if any. You should conduct your own investigation into the existence of any such easements prior to bidding.
- **32:** This building contains evidence of **mold.** Mold is an indication of excess moisture which can come from a variety of sources including high ground water, improper sealing of foundation walls, damaged roofs, and other conditions which can be expensive to correct. Mold can pose significant health risks and, if extensive, may require a complete renovation which could exceed the value of the building. Please conduct your own research and bid accordingly.
- **33:** The interior of this property was not viewed during our inspection. Buildings which are dangerous, occupied, boarded, condemned, or otherwise difficult to enter are inspected from the exterior/curbside only. You are NOT authorized to enter these or any other buildings offered for sale. You should limit your inspection to that which can be made safely from the building's exterior.
- **34:** The foundation of one or more buildings located on this parcel appears to be failing. Correcting foundation issues can be very expensive and issues are often more complex than they initially appear. You should research this issue thoroughly prior to bidding on this parcel.
- **36:** This parcel includes a structure which should be considered **DANGEROUS.** This building has suffered structural damage which creates substantial risk of harm from falling through damaged areas or collapse from above. It may also contain extensive debris which could fall or collapse, rusty nails, broken glass, and other hazards. **You are not permitted to enter this or any other structure offered at tax sale. You should limit your inspection only to what can be safely observed from the building's exterior.** Trespassers are subject to prosecution.

- **39:** This parcel appears that it may be subject to encroachments or may encroach on neighboring property. This assessment is based upon our visual inspection. Not everyone is a surveyor and sometimes buildings, roads, septic systems, wells, or other improvements are built across property lines and may lie partially or wholly upon neighboring parcels. Please consider a survey and conduct thorough research before bidding on this parcel. All property is sold "as-as, where-is" without warranty based upon the assessed legal description.
- **40:** This parcel is accessible by a road that is believed to be a seasonal or non-maintained public road. While we make no representations or warranties as to the precise nature of such road access, our research suggests that this road is either **1)** Not regularly graded; and/or **2)** Not snow plowed in winters; and/or **3)** Appears subject to fallen trees or other events which have not been addressed by the county road commission. You should conduct your own research into this issue prior to bidding.
- **41:** This parcel has surface water, soil, or vegetation conditions indicating that it may include wetland habitat. Such habitat may comprise all or part of the parcel's area. However, it is possible that this parcel contains buildable areas as well. There are many environmental and building regulations related to wetlands which you should consult before bidding on this parcel. The Michigan Department of Environment, Great Lakes, and Energy maintains a Wetland Map Viewer which provides easy access to wetland data and can be found <a href="here">here</a>. It is your responsibility to determine if this parcel is suitable for your desired use.
- **42:** Our review of this parcel indicates that the noted State Equalized Value (SEV) does not appear to reflect the current value of the property. This is often due to buildings or other improvements being demolished or fire damaged or other similar items included in the SEV being removed from the property. It can also be due to market changes in the area in which the property is located. It should be further noted that the SEV/assessed value of the parcel as noted in this listing may be several years old. You should consult a local real estate professional or appraiser to help you assess the current market value of this property before bidding and **should not base your valuation on the stated SEV**.
- **50:** The previous owner of this parcel undertook a construction or rehabilitation project which has not been completed. We have attempted to describe the degree to which the project has been finished, but the building should be be considered incomplete nonetheless. The local building code enforcement official may be able to offer additional insight as to why the project was never completed.
- **66:** This property is unsanitary and poses a potential health hazard because of raw food garbage, backed up sewer lines, or other similar waste. Such conditions can attract rodents, wild animals, and other vermin. You should bid accordingly and be prepared to mitigate the situation immediately upon purchase.
- **74:** The State of Michigan reserves all rights to mineral, coal, oil and gas lying on, within or under the sale properties except sand, gravel, clay or other non-metallic minerals along with associated rights as provided under Article 1, Part 5 of PA 451 of 1994 as amended.
- **75:** The State of Michigan reserves a property right in 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 as provided under Article III, part 761 of PA 451 of 1994 as amended.