Public Land Auction

Kent

September 7th, 2017

Kent County



Location:

Crowne Plaza Grand Rapids - Airport 5700 28th St SE, Grand Rapids, MI 49546

Time:

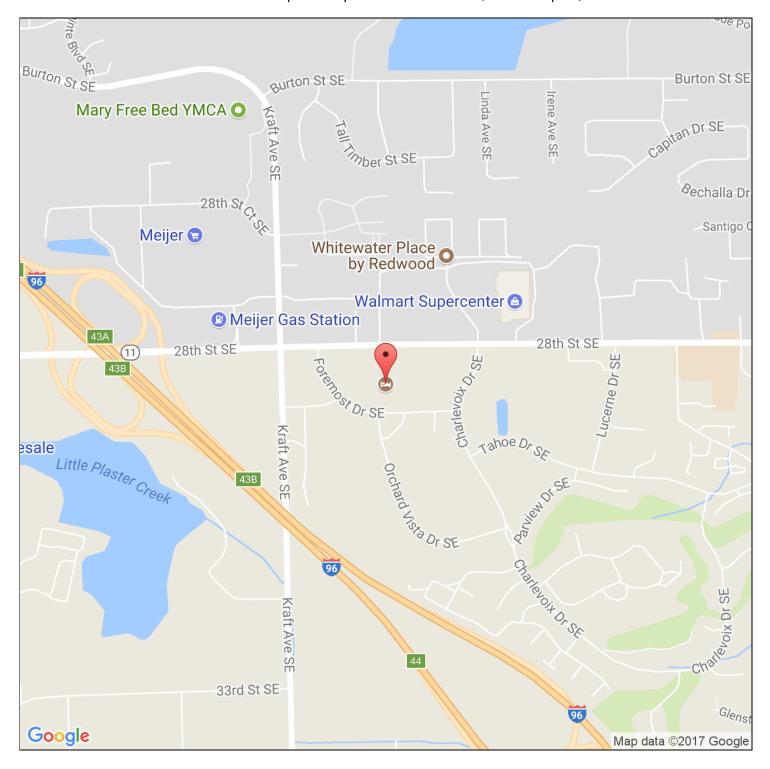
Registration: 11:30am Auction: 12:00pm

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



Auction Location

Crowne Plaza Grand Rapids - Airport: 5700 28th St SE, Grand Rapids, MI 49546





Facebook.com/TaxSaleInfo

There are three ways to bid at our auctions:

ONLINE VIA OUR WEBSITE PROXY/ABSENTEE BID

(Absentee bids are for those who cannot attend in-person or bid online)

For registered users, our website features:

- Photos and detailed descriptions of properties (where available)
- o Faster check-in/out with pre-registration online
- GPS/GIS location of the property
- Maps of the property vicinity (where available)
- Google Earth links to satellite images of the area, and street views of the property and neighborhood (where available)
- Save properties to your personalized "favorites" list

We only have about 90 days to review several thousand parcels. We begin about May 1, and add data as we get to each parcel. Please be patient and **check back often as the auction date approaches** 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.

SAVE TIME AT THE AUCTION PRE-REGISTER TODAY AT TAX-SALE.INFO

Visiting and viewing property BEFORE auction:

The auction list being furnished is of property that **MAY** be offered. *Many parcels on early lists* do not actually proceed to the auction for a variety of reasons. PLEASE FOLLOW PROPERTIES YOU ARE INTERESTED IN ON THE WEBSITE. They may be removed from the list, which is updated daily on the website if the status is changed. If you do not use the internet, please verify current status with the Treasurer's office regularly.

You are NOT AUTHORIZED to enter any buildings, even if they are unlocked or open to access. Entering into a tax auction property to "see it" is **breaking and entering. It is a criminal offense.** Please limit your review to looking through the windows and other external inspection. We will post exterior and interior photos, and provide other commentary as available.

Entering properties (even vacant land) can be dangerous because of condition. You assume all liability for injuries and other damage if you go onto 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 (vehicles, furnishings, appliances etc). These items are **NOT SOLD** at our auction. We are only selling the **REAL ESTATE** (land) and whatever is **attached** to it (land, buildings and fixtures).

- You are NOT AUTHORIZED to remove ANY "personal" property, "scrap" metal or fixtures from auction parcels. This is THEFT AND WILL BE PROSECUTED. We often ask neighbors to watch property for theft and vandalism and report this to local police. You have been warned...
- PROPERTY IS SOLD "AS IS" IN EVERY RESPECT. Please check zoning, building code violation records, property boundaries, condition of buildings and all local records.
- THERE ARE NO REFUNDS AND NO SALE CANCELLATIONS AT BUYERS OPTION.
- INFORMATION OFFERED ON THE WEBSITE OR IN THE SALE BOOK IS DEEMED RELIABLE BUT IS NOT GUARANTEED. We suggest reviewing the records of the local ASSESSORS 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 on the day of the sale, within half an hour of the end of the Auction. No purchases can be made on a time-payment plan.
- NO CASH will be accepted.
- If the total purchase price is *less than \$1,000.00*, full payment may be made by certified check, personal/business check, money order, Visa, MasterCard, or Discover.
- o If the total purchase price is *greater than \$1,000.00*, a portion of the total purchase price must be paid by *certified funds* as follows:
- If the total purchase price is greater than \$1,000.00 but less than \$50,000.00, the first \$1000.00 must be paid in certified funds.
- If the total purchase price is \$50,000.00 or greater, the first \$5,000.00 must be paid in certified funds.
- Any remaining balance beyond the required certified funds may be paid by certified check, personal/business check, money order, Visa, MasterCard, or Discover.

Online bidding

- The full purchase price must be paid in full WITHIN 5 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.
- Online and absentee bidding require a \$1,000 pre-authorization hold on a Visa, MasterCard, or Discover credit card or a \$1,000 certified funds deposit before any bids will be accepted. 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 Email or Fax. You will also need to pre-authorize a \$1000 deposit on a major credit card. Contact the auction manager at 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).

On-site bidding

The doors open **ONE HOUR** before the stated auction time at all of our locations. *Please do not arrive earlier than this, as it delays our setup of the sale.*

2017 AUCTION SCHEDULE - ROUND 1

St Joseph/Branch 7/31/2017 Sturgis, MI	Kalamazoo/Barry 8/1/2017 Kalamazoo, MI	Jackson 8/2/2017 Jackson, MI
Calhoun	Van Buren/Cass	Allegan/Ottawa
8/3/2017	8/4/2017	8/5/2017
Battle Creek, MI	Decatur, MI	West Olive, MI
Wexford/Missaukee	Montcalm/Ionia	Mecosta/Osceola
8/10/2017	8/11/2017	8/12/2017
Cadillac, MI	Sheridan, MI	Big Rapids, MI
Muskegon	West Central Lakeshore	Grand Traverse/Leelanau
8/14/2017	8/15/2017	8/16/2017
Muskegon, MI	Manistee, MI	Traverse City, MI
Northwestern LP	Northeastern LP	Northcentral LP
8/17/2017	8/18/2017	8/19/2017
Boyne Falls, MI	Alpena, MI	Gaylord, MI
Clare/Gladwin	Lapeer	Northern Bay Area
8/21/2017	8/22/2017	8/23/2017
Clare, MI	Lapeer, MI	East Tawas, MI
Eastern UP	Central UP	Western UP
8/24/2017	8/25/2017	8/26/2017
Sault Ste. Marie, MI	Marquette, MI	Watersmeet, MI
Central LP	Bay/Tuscola	St. Clair
8/28/2017	8/29/2017	8/30/2017
Owosso, MI	Bay City, MI	Port Huron, MI
Monroe	Genesee	Saginaw
8/31/2017	9/5/2017	09/6/2017
Monroe, MI	Flint, MI	Saginaw
Kent	Lake	
9/7/2017	9/8/2017	
Grand Rapids, MI	Baldwin, MI	

Rules and Regulations

1. Registration

Registration will begin 30 minutes before the stated start time unless otherwise noted. No bids will be accepted unless the bidder has registered and received a pre-numbered bid card. A Driver's license, passport, or other state issued I.D. must be presented in order to receive a bid card.

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 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 HIS OR HER OWN RESEARCH** as to the suitability of any offered property for any intended purpose. The FGU makes no warranty, guaranty or representation 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.

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. Reservation of Reverter

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.

3. Bidding

A. Overview

Generally, each sale unit will be offered separately and in the order appearing on the attached list. Sales are typically conducted both online and live on-site, simultaneously. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid by either method. Typically, the auctioneer will make available a list of parcels prior-to-sale and will provide an opportunity for on-site bidders to designate "parcels of interest" prior to the start of the sale. The auctioneer may skip over those parcels upon which no party has placed an online bid or designated as a parcel of interest prior to the start of the sale. Parcels that do not have online bids and that have not been designated as parcels of interest prior to the start of the sale and in the manner prescribed by the auctioneer are not guaranteed to be offered. The auctioneer, in their sole discretion, may offer a second request round of unsold parcels after the first round of bidding has been completed at the minimum bid sale only. Such second request round will be available to those online and on-site bidders as may be in attendance at that time.

B. Starting Bid Price

The starting bid prices are shown 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 or auctioneer.

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.

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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

Floor bidders MUST bid in the same increments as online and absentee bidders. We will not accept irregular bid increments in fairness to online and absentee bidders.

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder and receive a pre-numbered bid card:

- The person does not directly or indirectly hold more than a *de minimus* 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*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 person intends to purchase property.
- The person has not been banned or otherwise excluded by the FGU from participation in the public sale.

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

Absentee bids will be accepted in increments up to the amount that you pre-approve. 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. An absentee bid form is also available on www.tax-sale.info. Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

F. Online Bidding

On-line bidding will be available on the day of the auction at www.tax-sale.info.

G. Bids are Binding

An oral bid accepted at public auction is a legal and binding contract to purchase. No sealed bids will be accepted and 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

• Live On-Site Bidders

- o The full purchase price must be paid in full on the day of the sale, within half an hour of the end of the Auction. No purchases can be made on a time-payment plan.
- NO CASH will be accepted.
- If the total purchase price is less than \$1,000.00, full payment may be made by certified check, personal check, money order, Visa, MasterCard, or Discover.
- o If the total purchase price is greater than \$1,000.00, a portion of the total purchase price must be paid by certified funds as follows:
 - If the total purchase price is greater than \$1,000.00 but less than \$50,000.00, the first \$1,000.00 must be paid in certified funds.
 - If the total purchase price is \$50,000.00 or greater, the first \$5,000.00 must be paid in certified funds.
- Any remaining balance beyond the required certified funds may be paid by certified check, personal check, money order, Visa, MasterCard, or Discover.

Online & Absentee Bidders

- The full purchase price must be paid in full WITHIN 5 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.
- Online and absentee bidding require a \$1,000 pre-authorization on a Visa, MasterCard, or Discover credit card or a \$1,000 deposit before
 any bids will be accepted. Buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.

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 forfeit any purchase price paid as follows:

- A buyer whose total purchase price was less than \$1,000.00 will forfeit any portion of the total purchase price tendered and not dishonored including any credit card chargebacks which are successfully reversed by Seller.
- A buyer whose total purchase price was greater than \$1,000.00 will forfeit that portion of their total purchase price which was required to be tendered in certified funds as required by part 4A 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 will be banned from bidding at all future land auctions. The venue for litigation or arbitration resulting from any disputes or matters involving or arising out of bidding or purchases, whether online or on-site, shall be fixed as Kalamazoo County in the State of Michigan.

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 *de minimus* 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.

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 did not meet the above requirements at the time their 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 forfeit the first \$350 paid on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. 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

The FGU reserves the right ${f TO}$ CANCEL ANY SALE, AT ANY TIME, FOR ANY REASON prior to the issuance of the deed.

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.

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5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases upon payment. 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 is not grounds for reconveyance to the FGU. The purchaser 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 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 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 http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html

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.

9. Conditions

The purchaser accepts the premises in its present "as is" condition, and releases the Foreclosing Governmental Unit and employees and agents 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.

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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. Seller makes 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 under the heading "Additional Terms and Conditions" 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. In some cases, the auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("Oral Terms"). In such a situation, the auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed 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, Oral 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: Oral Terms, Additional Terms, Terms of Sale, Rules and Regulations.

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

NOTE: Please review the terms at the top of each online catalog and the addendum pages in the printable sale books for county-specific purchase terms. Failure to follow the specific rules posted for each county could result in a cancellation of the sale and the retention of part or all of the purchase proceeds by the FGU.

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Kent County

Lot #	Lot Information	Address	Min. Bid	Sold For
3205	Parcel ID: 41-03-05-129-032; Legal Description: LOT 8 BLK 24 STONE & SEELEY'S ADD Comments: Small vacant lot with no road access. Approx 0.20 acres No Road Access; Summer Tax Due: \$7.51		\$700	
3206	Parcel ID: 41-03-30-363-003; Legal Description: LOT 6 BLK 58 * VILLAGE OF CEDAR SPRINGS Comments: This vacant lot sits in between two homes. No trees on the property. Nice building site. There is a driveway entrance at the road. Partially fenced in. Approx 0.21 acres. Vul - Vacant Urban Lot; Summer Tax Due: \$835.48	ST NE	\$4,600	
3207	Parcel ID: 41-03-35-200-026; Legal Description: W 200 FT OF E 315 FT OF W 1/2 NW 1/4 NE 1/4 * SEC 35 T10N R10W 6.06A Comments: This Modular home is in poor condition but sits on approx 6.06 acres of land. The Northern portion near the road has a handful of trees but is mostly grassy. The south end on the property will bring you to the wooded section of this lot. There is a large wooden deck on the side of the home that wraps around to front entrance. Nice property but the modular needs help! Mobile Home; Summer Tax Due: \$843.87	RD CEDAR	\$6,000	
3208	Parcel ID: 41-03-35-400-002; Legal Description: N 264 FT OF W 330 FT OF E 660 FT OF NW 1/4 SE 1/4 * SEC 35 T10N R10W 2.00A Comments: Approx 2.0 acres. This property has a few large trees but is mostly covered in small vegetation. There is a dirt road (unknown if private) that runs along the East side of the property that continues past and leads to a house. This property appears to be marshlands. Wetland Indicators; Summer Tax Due: \$41.36	ST CEDAR	\$1,100	
3209	This lot is a "bundle" comprised of 4 parcels (1 of 4) Parcel ID: 41-04-10-256-006; Legal Description: LOT 6 * N MCCARTY'S SUBDIVISION Comments: Approx 0.11 acres. Partially wooded vacant lot. This lot is combined with 3 adjoining properties(41-04-10-256-015, 41-04-10-256-007, and 41-04-10-256-14) When combined this property is appx 0.44 acres. (2 of 4) Parcel ID: 41-04-10-256-007; Legal Description: LOT 7 * N MCCARTY'S SUBDIVISION Comments: Approx 0.11 acres. Partially wooded vacant lot. This lot is combined with 3 adjoining properties(41-04-10-256-015, 41-04-10-256-006, and 41-04-10-256-14) When combined this property is approx 0.44 acres. (3 of 4) Parcel ID: 41-04-10-256-014; Legal Description: LOT 16 * N MCCARTY'S SUBDIVISION Comments: Approx 0.11 acres. Partially wooded vacant lot. This lot is combined with 3 adjoining properties(41-04-10-256-015, 41-04-10-256-007, and 41-04-10-256-06) When combined this property is approx 0.44 acres. (4 of 4) Parcel ID: 41-04-10-256-015; Legal Description: LOT 15 * N MCCARTY'S SUBDIVISION Comments: Approx 0.11 acres. Partially wooded vacant lot. This lot is combined with 3 adjoining properties(41-04-10-256-006, 41-04-10-256-007, and 41-04-10-256-14) When combined this property is approx 0.44 acres. Summer Tax Due: \$397.26	LAKE; 12428 DOMINGO ST NE SAND LAKE; 12441 ROWSON ST NE SAND LAKE; 12443 ROWSON ST NE SAND	\$7,400	

3213	LINE OF S 1/2 NE 1/4 FROM N 1/4 COR TH S 89D 51M 55S E ALONG SD N LINE 462 FT TH S 0D 15M 45S W 250 FT TH N 89D 51M 55S W 462 FT TH N 0D 15M	RENTSMAN ST NE CEDAR	\$4,300
3214	Parcel ID: 41-04-31-200-017; Legal Description: PART OF E 1/2 SEC 31 COM 1321.28 FT S 0D 15M 45S W ALONG N&S 1/4 LINE & 1317.0 FT S 89D 51M 55S E ALONG N LINE OF S 1/2 NE 1/4 FROM N 1/4 COR TH S 1D 25M 00S W 790.0 FT TH S 87D 25M 00S W 263.0 FT TH S 0D 55M 00S W 550.0 FT TH N 89D 30M 00S E 687.0 FT TH N 0D 30M 00S E 718.50 FT TH S 89D 51M 55S E 333.81 FT PAR WITH N LINE OF S 1/2 NE 1/4 TH N 0D 15M 01S E 626.13 FT TO N LINE OF S 1/2 NE 1/4 TH N 89D 51M 55S W ALONG SD N LINE 738.72 FT TO BEG * SEC 31 T10N R9W 21.03 A. SPLIT ON 08/24/2010 FROM 41-04-31-200-011; Comments: This property is apx 21.03 acres and lies in the middle of farm land. The entire property is heavily wooded with large trees. Very nice place to hunt and/or setup deer camp! There is a 2 track that runs through the property. Summer Tax Due: \$761.97	RENTSMAN ST NE CEDAR	\$3,800
3215	Parcel ID: 41-04-36-151-014; Legal Description: PART GOVT LOT 1 IN SEC 36 & PART GOVT LOT 1 IN SEC 35 COM AT NW COR OF SEC 36 TH S 1D 06M W ALONG W SEC LINE 1328.75 FT TO N 1/8 LINE TH S 88D 32M 20S E ALONG N 1/8 LINE 155.91 FT TH S 5D 55M 40S W 127.88 FT TO BEG OF THIS DESC - TH S 5D 55M 40S W 111.0 FT TO N LINE OF LAKE DR /60 FT WIDE/ TH N 84D 04M 20S W ALONG SD N LINE 25.0 FT TH N 5D 55M 40S E 96.0 FT TH N 84D 04M 20S W 150 FT M/L TO SHORE OF HALF MILE LAKE TH NLY ALONG SD SHORE TO A LINE BEARING N 84D 04M 20S W FROM BEG TH S 84D 04M 20S E TO BEG * SEC'S 35 & 36 T10N R9W 0.11 A. Comments: This is water front property in the shape of an L. It is to small to build anything but it has access to Halfmile Lake. This property is basically a dirt/gravel driveway leading to a cement pad right by the water. Could be used as a boat launch for smaller boats. Appx 0.11 acres. Unbuildable Lands / Too Small;	MILE DR NE	\$1,200
3216	Parcel ID: 41-06-06-200-002; Legal Description: NWFRL 1/4 NEFRL 1/4 EX N 40 A. * SEC 6 T9N R11W 8.28 A. Comments: Partially wooded vacant lot. West of Foxwood Dr NE and North of Indian Lakes Rd. There seems to be a small creek running through the property that connects to Olin Lakes. The South property line runs along a row of power lines. Very close to West of Foxwood Dr NE. Would be a great place to build a storage building. This property is approx 8.23 acres No Road Access; Summer Tax Due: \$595.38	LAKES RD NE	\$4,000
3217	Parcel ID: 41-06-12-276-002; Legal Description: N 120 FT OF S 330 FT OF E 260 FT OF N 1/2 SE 1/4 NE 1/4 * SEC 12 T9N R11W 0.72 A. Comments: This one story home has a dirt/gravel driveway that leads to an attached two car garage. There are few large trees sprinkled throughout the property providing some nice shade during sunny days. Adjacent to large commercial building. On last visit this property was occupied. Home sits on approx 0.72 acres. Occupied; Summer Tax Due: \$833.01	NORTHLAND DR NE CEDAR	\$5,800

3218	Parcel ID: 41-08-04-100-029; Legal Description: S 100 FT OF W 49 FT OF SE 1/4 SW 1/4 NW 1/4 SEC 4 T9N R9W .11 ACRES Comments: Small vacant lot tucked away in the woods. Appx 0.11 acres of partially wooded land. Thick vegetation throughout the property. Summer Tax Due: \$12.55	MACCLAIN	\$800	
3220	Parcel ID: 41-09-36-476-025; Legal Description: LOTS 42 & 43 * STOWELL TERRACE ADDITION Comments: Vacant wooded corner lot that is approx 0.20 acres. Thick vegetation throughout the property with many large trees. Summer Tax Due: \$300.20	406 DANA ST NW COMSTOCK PARK;	\$2,800	
3223	Parcel ID: 41-12-06-101-013; Legal Description: PART OF NW 1/4 COM 610.0 FT S 0D 20M W ALONG W SEC LINE FROM NW COR OF SEC TH S 89D 58M 40S E 608.91 FT TH S 0D 20M W 255.0 FT TH S 89D 58M 40S E 34.0 FT TH S 0D 01M 20S W 145.0 FT TH N 89D 58M 40S W 645.08 FT TH N 0D 20M E ALONG W SEC LINE 400.0 FT TO BEG * SEC 6 T8N R9W 5.71 A. SPLIT ON 08/25/2006 FROM 41-12-06-101-010; SPLIT/COMBINED ON 01/29/2013 FROM 41-12-06-101-011; Comments: This parcel is approx 5.71 acres. Multiple structures located on property, including a two story home, a two car garage, a hand full of storage sheds and 3 large barns. Extensive debris and personal property. Roof on the house is in poor condition. Two nice metal barns and another old wooden barn. There is a large concrete slab where a very large structure use to stand. If cleared of debris this property has nice potential! Personal Property; Beware Of Dog; Occupied; Summer Tax Due: \$1,851.73	TIFFANY AVE NE	\$16,000	
3224	Parcel ID: 41-12-16-100-016; Legal Description: PART NW 1/4 COM AT INT OF W 1/8 LINE & S LINE OF HWY M-44 SD PT BEING 1471.29 FT S 0D 17M 28S E ALONG W SEC LINE & 1327.53 FT 90D 00M E FROM NW COR OF SEC TH S 00D 18M 25S E ALONG W 1/8 LINE 340.0 FT TH S 85D 16M 23S E 252.62 FT TH N 03D 06M 40S E 315.0 FT TO SLY LINE OF SD HWY TH WLY NLY & WLY ALONG SD HWY TO BEG * SEC 16 T8N R9W 2.02 A. Comments: Approx 2.02 acres. The architecture of this building is much boxier then your typical home. The design gives the house a modern industrial look. Vinyl siding is in good shape. Small wooden deck built on the back entrance to the home. One car garage built into the lower portion of home. Appears to have some mold in the house. There is a large concrete slab and retaining wall in the back yard. Personal Property; Mold; Summer Tax Due: \$506.46	BELDING RD	\$5,300	
3225	Parcel ID: 41-13-02-277-025; Legal Description: PART OF NEFRL 1/4 COM AT NE COR OF LOT 23 ENGLISH HILLS TH W ALONG N LINE OF SD PLAT TO W LINE OF E 1/2 NEFRL 1/4 TH N ALONG SD W LINE OF N LINE OF S 660 FT OF NEFRL 1/4 TH E ALONG SD N LINE TO W LINE OF E 220 FT OF NEFRL 1/4 TH S ALONG SD W LINE TO BEG * SEC 2 T7N R12W 0.18 A. SPLIT ON 01/22/2007 FROM 41-13-02-277-024; Comments: This property is very narrow making it unbuildable. One side of the property runs parallel to some parking lots and the other side runs along a row of houses. It is appx 0.22 acres. Possibly landlocked. No Road Access; Unbuildable Lands / Too Small; Summer Tax Due: \$206.20	AVE NW GRAND	\$1,500	

3226	Parcel ID: 41-13-06-400-003; Legal Description: PART OF W 1/4 SE 1/4 COM AT INT OF CL OF SAND CREEK & S LINE OF PENN RR R/W /100 FT WIDE/ TH SWLY PERP TO SD R/W LINE 33 FT TH SELY PAR WITH SD R/W LINE TO E LINE OF W 1/4 SE 1/4 TH N TO SD R/W LINE TH NWLY ALONG SD R/W LINE TO BEG ALSO PART OF W 1/4 SE 1/4 COM AT INT OF CL OF SAND CREEK & N LINE OF PENN RR R/W /100 FT WIDE/ TH NELY PERP TO SD R/W LINE 33 FT TH SELY PAR WITH SD R/W LINE TO E LINE OF W 1/4 SE 1/4 TH S TO SD R/W LINE TH NWLY ALONG SD R/W LINE TO BEG * SEC 6 T7N R12W 0.36 A. Comments: This property is only accessible by a dirt road that is owned by the City of Walker. Wooded. Approx 0.36 acres No Road Access;	RD NW GRAND RAPIDS;	\$800
3246	Parcel ID: 41-14-26-326-009; Legal Description: PART NE 1/4 SW 1/4 COM AT SE COR OF LOT 30 OF CASCADIA DELLS TH N 89D 19M W 100 FT TO SW COR OF LOT 30 TH S 71D 32M W 121.97 FT TO A PT 16.11 FT S 71D 32M W FROM SW COR OF LOT 29 OF SD PLAT TH S 89D 19M E 215 FT M/L TO A PT S 1D 49M 45S W FROM BEG TH N 49D 45M E TO BEG * SEC 26 T7N R11W 0.10 A. Comments: This property has no road access. Approx 0.10 acres. No Road Access; Summer Tax Due: \$6.20	ST SE GRAND RAPIDS;	\$1,100
3266	Parcel ID: 41-14-35-308-026; Legal Description: LOT 208 ALSO S 1/2 OF LOT 209 * WOODCLIFF PARK Comments: There are a couple off large trees on the property but is mostly covered in small vegetation. There is an old concrete foundation where a building use to be. Minor debris. Partially fenced in. No a buildable lot Appx 0.12 acres. Summer Tax Due: \$200.69	AVE SE GRAND	\$1,800
3267	Parcel ID: 41-14-35-309-005; Legal Description: LOT 240 * WOODCLIFF PARK Comments: This is a vacant wooded lot in between 2 homes. Very thick vegetation throughout the property. Trees of all sizes. Not a buildable lot.Appx 0.13 acres. Sev Not Accurate; Summer Tax Due: \$24.01	AVE SE	\$1,200
3283	Parcel ID: 41-17-02-301-014; Legal Description: LOT 20 BLK 1. CLOSTERHOUSE & WILSON'S PLAT OF BURLINGAME Comments: This is a 4 bed 1 bath home in fair condition. Partially finished basement. A couple of the ceilings and walls need some love. Tile flooring throughout the house. There is a down tree in the fenced in backyard that has fallen on the garage. Doesn't appear to be too much damage to the garage roof. Summer Tax Due: \$1,233.67	AVE SW WYOMING;	\$12,500
3287	Parcel ID: 41-17-02-379-008; Legal Description: LOT 19. GALEWOOD PARK Comments: This is a 2 bed one bath 1 story home in poor condition. Extensive debris and personal property inside the house. Kitchen is in rough shape. Garbage throughout the property. Fenced in back yard with a small metal shed. Needs a lot of work. Personal Property; Summer Tax Due: \$1,273.76	MARTINDALE AVE SW	\$12,750
3293	Parcel ID: 41-17-11-203-033; Legal Description: Property exempt from Ad Valorem taxes and assessed on the Special Act Roll pursuant to PA 261 of 2003 expiring 12/30/2017. LOT 12. HUIZEN & HOOGTERP ADDITION Comments: This is a 4 bed 2 bath home with 2 kitchens. Cement driveway runs along the side of the home and leads to a detached two car garage. Minor debris and garbage in the finished basement. Small grassy front and back yard would provide children a nice area to play. Cement porch on the front entrance to home. Mechanical is intact. Shingles and siding look to be in decent shape. Appx 0.12 acres. Summer Tax Due: \$2,824.26	DENWOOD AVE SW	\$10,000

3294	Parcel ID: 41-17-11-204-007; Legal Description: LOT 52. HUIZEN & HOOGTERP ADDITION Comments: Appx 0.11 acres. This home has street access on both the West and East side of the property. Sits in between Denwood Ave SW and Antwerp Ave SW. Large front porch with nice brick accents. Small grassy front and back yard. There is a dirt "drive way" on East side of the property. Siding is in good shape. Fenced in back yard. Quite a bit of garbage and debris in the house. Summer Tax Due: \$1,537.46	DENWOOD AVE SW WYOMING;	\$7,000
3306	Parcel ID: 41-17-15-452-005; Legal Description: LOT 82. KAMP'S PARK Comments: Approx 0.26 acres. A couple large trees mostly grassy. The adjacent property North of the LOT 3306 has a fenced in back yard that appears to be encroaching. Encroachments; Summer Tax Due: \$225.73	AVE SW	\$2,000
3312	Parcel ID: 41-17-25-453-026; Legal Description: S 1/2 OF LOT 50 * OAKLAWN PLAT Comments: Approx 0.8 acres. Grassy vacant lot. The adjacent property South of the LOT 3312 has a fenced in back yard that appears to be encroaching onto the property. Encroachments; Sideyard Parcel; Summer Tax Due: \$176.85	AVE SW	\$2,100
3322	Parcel ID: 41-18-18-201-027; Legal Description: LOT 1. MAE-THY GARDENS Comments: This is a 3 bed one bath home in fair condition. There are 2 trees that have fallen on the back porch roof and one very large tree fell on the large detached garage. The basement has extensive black mold and is full of debris and garbage. This property has some potential with a lot of work. Mold; Summer Tax Due: \$1,143.52	MADISON	\$6,600
3323	Parcel ID: 41-18-18-303-018; Legal Description: LOT 109. CLEMENTS BOULEVARD ADDITION Comments: This is a 1 Story home with a detached 1 car garage that are in fair condition. The roof and siding are in decent shape. The fenced in back yard has some debris. Long cement driveway on the side of the house leading to the garage. On last visit this property was occupied. Occupied; Summer Tax Due: \$861.11	CLEMENTS ST SE	\$17,250
3324	Parcel ID: 41-18-19-177-026; Legal Description: LOT 30 BLK 12. SOUTH LAWN PARK Comments: This vacant lot lies in between two houses. There are a couple large trees on the property. Mostly grassy. Partially fenced in. Approx 0.12 acres Vul - Vacant Urban Lot; Summer Tax Due: \$402.61	SE	\$3,800
3331	Parcel ID: 41-20-04-330-018; Legal Description: THE E 3 FT OF LOT 23 WHISPERING HILLS PLAT NO. ONE SPLIT ON 3/4/2004 FROM 41-20-04-330-006 & 005, NOT CREATED UNTIL 2-16-2014. Comments: This property would only be of interest to adjacent property owners. Possible encroachment. Its too small to build on. Approx 0.1 acres. Unbuildable Lands / Too Small; Sideyard Parcel; Summer Tax Due: \$6.11	BARNSLEY RD LOWELL;	\$650
3332	Parcel ID: 41-20-11-426-029; Legal Description: PART OF SE 1/4 COM 33.0 FT W ALONG E&W 1/4 LINE FROM E 1/4 COR TH S 0D 31M 08S E 657.0 FT TH S 89D 44M 32S W 735.70 FT TH N 0D 22M 02S E 317.0 FT TH N 89D 44M 33S E 53.16 FT TH N 0D 21M 55S W TO E&W 1/4 LINE TH E ALONG E&W 1/4 LINE TO BEG EX COM AT E 1/4 COR TH N 88D 57M 02S W ALONG E&W 1/4 LINE 680.09 FT TH S 0D 40M 37S W 320.37 FT TH N 88D 44M 08S E 681.27 FT TO E SEC LINE TH N 0D 31M 34S E ALONG E SEC LINE 292.87 FT TO BEG * SEC 11 T6N R9W 5.68 A. SPLIT ON 07/17/2007 FROM 41-20-11-277-009; Comments: This property has no road access. Has many large trees on property. It is approx 5.68 acres. No Road Access; Summer Tax Due: \$258.28	VIEW AVE SE LOWELL;	\$1,600

3333	Parcel ID: 41-21-16-102-003; Legal Description: LOT 3 * RAILSIDE WEST Comments: Located in a nice residential neighborhood with above average homes. This is a corner lot with driveway entrances on both roads. Runs along both Railyard Dr SE and North Railyard Ct. Approx 0.51 acres. Great place maybe to build a home for a large family, but check with local unit for building. The houses in proximity to this lot are very nice. Nice grassy lot just waiting for you to come build your next home. Summer Tax Due: \$1,080.29	YARD DR SW BYRON	\$7,900	
3334	Parcel ID: 41-21-24-300-028; Legal Description: PART OF SW 1/4 COM AT SW COR OF SEC TH N 0D 54M 50S W ALONG W SEC LINE 455.0 FT TH 90D 00M 00S E PAR WITH S SEC LINE 252.51 FT TH S 0D 27M 29S E 454.96 FT TO S SEC LINE TH 90D 00M 00S W ALONG S SEC LINE 248.89 FT TO BEG * SEC 24 T5N R12W 2.62 A. Comments: This is a very large grassy corner lot. There are no trees on the property. This would be a great building site for a new home or barn, please check with local unit on building. Appx 2.62 acres. Summer Tax Due: \$312.46	SW BYRON	\$3,000	
3336	Parcel ID: 41-23-02-476-010; Legal Description: PART SE 1/4 COM 165 FT W ALONG S 1/8 LINE FROM E SEC LINE TH W 25 FT TH S 270 FT TH W 214 FT TH S 20 FT TH E 239 FT TH N 290 FT TO BEG * SEC 2 T5N R10W 0.26 A. Comments: This vacant lot appears to be a dirt road that runs between a few homes. Appx 0.26 acres. Unbuildable Lands / Too Small; Summer Tax Due: \$68.65	SE ALTO;	\$1,100	

DEED INFORMATION

Please fill out this form to tell us how you would like the deed to your property prepared. This information is retained only until deeds are created and verified and is never shared or sold to third parties.

Note: You can *cut your checkout time in <u>half</u>* and avoid data entry errors by registering on our website at www.tax-sale.info and filling out your deed information before the auction!

Bidder Information Bidder #: Name: Email Address: Phone: **Deed Information** Please tell us who to list on the deed. Use full legal names and middle initials. No nicknames. Name (or names if *married couple*): _____ Address: street city state Marital Status: (check box if applicable) ☐ A Single Person ☐ A Married Man ☐ A Married Woman Taking Title in Her Name Only □ Married Persons Entity Type: (check box if applicable and complete **Schedule of Entity Ownership** below) □ A Corporation □ Limited Liability □ A Trust Company

Please use the following 3 boxes *only* if you would like to list additional parties on the deed.

□ A Partnership



Additional Party 1 (if applicable) Name: Address: street city state zip Marital Status: (check box if applicable) □ A Married Man □ A Single Person □ A Married Woman Taking Title in Her Name Only Entity Type: (check box if applicable and complete Schedule of Entity Ownership below) □ Limited Liability □ A Trust □ A Corporation Company □ A Partnership Additional Party 2 (if applicable) Address: city street state Marital Status: (check box if applicable) ☐ A Single Person ☐ A Married Man □ A Married Woman Taking Title in Her Name Only Entity Status: (check box if applicable and complete **Schedule of Entity Ownership** below) ☐ A Corporation □ Limited Liability □ A Trust Company □ A Partnership Additional Party 3 (if applicable) Name: Address: street city state Marital Status: (check box if applicable) □ A Married Man □ A Married Woman Taking □ A Single Person Title in Her Name Only Entity Type: (check box if applicable and complete Schedule of Entity Ownership below)



□ Limited Liability

Company

□ A Corporation

□ A Partnership

□ A Trust

Tenancy

If you listed **more than 1 party above** to be placed on the deed, you must tell us the type of tenancy you would like to create. The tenancy you choose has legal implications that you should consider carefully. We **cannot and will not provide legal advice** to help you make this choice. You must seek outside help if you need additional guidance.

Check	« One Box Below:
	TENANTS IN COMMON If a co-tenant dies, their share of the property passes to their <u>heirs</u> by law.
	JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP If one of the co-tenants dies, their share of the property passes to the surviving co-tenant(s) automatically.
	TENANTS BY THE ENTIRETIES (A married couple) This tenancy is available only to married persons taking title together with no other parties.

Reminder: If you listed a legal entity as one of the deed parties above you **must** complete the Schedule of Entity Ownership below **unless the entity is exempt** from this disclosure because:

- The Entity held a prior recorded interest in the deeded property;
 or
- The Entity is a division, agency, or instrumentality of federal, state, or local government;
 or
- The Entity is a Homeowners Association, Condo Association, or other such organization that exercises control over the deeded property;
 or
- The Entity is a publicly traded company listed on a national securities exchange.



SCHEDULE OF ENTITY OWNERSHIP

	Entity T	ype Si	ate
e following is a complete list on any portion of the entity liste	f all officers, shareholders, partne ed above:	ers, members, or other parties,	regardless of title, w
Name		Title (shareholder, me	mber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, mer	nber, partner, etc.)
Address	City	State	Zip
Name		Title (shareholder, men	nber, partner, etc.)
	City	State	Zip

Michigan Department of Treasury 2766 (Rev. 11-13)

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If the Property Transfer Affidavit is not timely filed, a statutory penalty applies (see page 2). The information on this form is NOT CONFIDENTIAL.

Street Address of Property	dress of Property 2. County			3. Date of Transfer (or land contract signed)
4. Location of Real Estate (Check appropriate field and e	cation of Real Estate (Check appropriate field and enter name in the space below.)		5. Purcha	se Price of Real Estate
City	y Township Village			
	,		6. Seller's (Transferor) Name	
7. Property Identification Number (PIN). If you don't have		·	8. Buyer's	(Transferee) Name and Mailing Address
PIN. This number ranges from 10 to 25 digits. It usuall letters. It is on the property tax bill and on the assessmen		sometimes includes		
		·	9. Buyer's	(Transferee) Telephone Number
			,	, ,
Items 10 - 15 are optional. However, by comple	eting them you may	avoid further corre	sponden	ce.
10. Type of Transfer. <u>Transfers</u> include deeds, land cont	racts, transfers involving	trusts or wills, certain I	ong-term le	ases and interest in a business. See page 2 for list.
Land Contract Lease		Deed		Other (specify)
11. Was property purchased from a financial institution?	12. Is the transfer betw	veen related persons?		13. Amount of Down Payment
Yes No	Yes	No		
14. If you financed the purchase, did you pay market rate	of interest?	15. Amount Fir	nanced (Bo	rrowed)
Yes No				
EXEMPTIONS				
Equalized Value). Certain types of transfers a	are exempt from adj. If you believe this transcription to a use include a spouse egree at to a life lease or life are of real property is settlor's spouse consist the order specifies if at least one person interest (collateral) ic trading of stocks control or among mer utility as a tax-free rewhen the property remains in easement (land only	ustment. Below are ansfer is exempt, incomport your claim. e estate (until the life anveys property to the amonetary payment is an original owner organization mains qualified agric qualified forest property - not improvements	e lease or e trust and t r of the po	d is also the sole beneficiary of the trust roperty (or his/her spouse)
None and title if signation that the state of	Doubling Discussion			E mail Address
Name and title, if signer is other than the owner	Daytime Phone Numb	er		E-mail Address

2766, Page 2

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- · Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. It includes, but is not limited to, the following conveyances:

- Deed.
- · Land contract.
- Transfer into a trust, unless the sole beneficiary is the settlor (creator of the trust), the settlor's spouse, or both.
- Transfer from a trust, unless the distributee is the sole present beneficiary, the spouse of the sole present beneficiary, or both.
- Changes in the sole present beneficiary of a trust, unless the change only adds or substitutes the spouse of the sole present beneficiary.
- Distributions by a will or intestate succession, unless to the decedent's spouse.
- Leases, if the total duration of the lease is more than 35 years, including the initial term and all options for renewal, or if the lease grants the lessee the right to purchase the property at the end of the lease for not more than 80 percent of the property's projected true cash value at the end of the lease. This only applies to the portion of the property subject to the lease described above.
- Transfers of more than a 50 percent interest in the ownership of a business, unless the ownership is gained through the normal public trading of shares of stock.
- Transfers of property held as a tenancy in common, except the portion of the property not subject to the ownership interest conveyed.
- A conveyance of an ownership interest in a cooperative housing corporation, except the portion of the property not subject to the ownership interest conveyed.

For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
- (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
- (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.