Public Land Auction

Montcalm / Ionia

September 14th, 2020

Ionia, and Montcalm Counties



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





Facebook.com/TaxSaleInfo

Due to COVID-19 restrictions, all auctions will take place online-only this year. There are TWO ways to place your bids:

ONLINE VIA OUR WEBSITE

ABSENTEE BID

(Absentee bids are for those who do not have computer access)

For registered users, our website features:

- **Photos** and detailed descriptions of properties (where available)
- Faster check-in/out with pre-registration online
- o **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

With delayed foreclosure dates this year, we have a very short window to review several thousand parcels. We began inspecting in July, 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.

CREATE YOUR ACCOUNT 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 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 final until we've received both your payment and your notarized receipt/ buyer's affidavit paperwork. This is due
- When mailing in your paperwork (especially with a certified check), please use a TRACKABLE service like priority mail or FedEx to ensure timely delivery.

Bidding Authorization

- Online and absentee bidding requires 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 e-mailing or 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).*

2020 AUCTION SCHEDULE All Auctions are ONLINE ONLY

Northern Bay Area	Tuscola	Saint Clair
9/1/2020	9/2/2020	9/3/2020
Central Lower Peninsula	Clare / Gladwin	Lapeer
9/8/2020	9/9/2020	9/10/2020
Kent	Montcalm / Ionia	Van Buren / Cass
9/11/2020	9/14/2020	9/15/2020
Monroe	Allegan / Ottawa	Jackson
9/16/2020	9/17/2020	9/18/2020
Calhoun	Kalamazoo / Barry	Saint Joseph / Branch
9/21/2020	9/22/2020	9/23/2020
Lake	Muskegon	Wexford/Missaukee/Kalkaska
9/24/2020	9/25/2020	9/28/2020
Mecosta / Osceola	NE Lower Peninsula	North Central Lower Peninsula
9/29/2020	9/30/2020	10/1/2020
North Western Lower Peninsula	Вау	Upper Peninsula
10/2/2020	10/3/2020	10/5/2020
West Central Lakeshore	No Reserve Auction	
10/6/2020	11/3/2020	

1. Registration

Registration for live on-site auctions 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 Auctioneer is Title Check, LLC acting as the authorized agent of the Seller/FGU.

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

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

B. Know What You Are Buying

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

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

C. Reservations

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

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

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

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

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

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

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

3. Bidding

A. Overview

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 onsite, 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 or during the process of live-bidding. The Auctioneer may offer a second request round of unsold parcels to be offered at the same opening bid after the first round of bidding has been completed. 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.

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

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/ 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.

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 <u>www.tax-sale.info</u> unless otherwise indicated. An auction may be conducted entirely online as determined by the FGU.

G. Bids are Binding

An oral and/or live bid accepted at public auction or placed online 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

• Live On-Site Bidders

- 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 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.
 - 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, as liquidated damages, 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 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 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 forfeit the first \$350 paid on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 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 will not be required if one or more of the following exceptions are applicable:

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

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

F. Cancellation Policy

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

G. Property Transfer Affidavit

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

5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases 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 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 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. 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 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, ord Terms, and Terms, 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 printable 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.

Lot #	Lot Information	Address	Min. Bid	Sold For
3702	2 Parcel ID: 011-017-000-075-12; Legal Description: PT SE 1/4 SEC 17 COM S 1/4 PO W PECK \$1000 TH E 571FT, TH N 100FT TO POB; TH N 85FT, TH E 100FT, TH S 85FT, TH W 100FT TO LAKE RD \$1000 POB SEC 17 T6N R7W BERLIN TWP, IONIA COUNTY, MICHIGAN 1998 COMBINED FROM SARANAC; \$1010 011-017-000-075-01 & 011-017-000-075-02 SPLIT/COMBINED ON 12/22/2016 FROM 011- 017-000-075-10; Comments: 85 X 100 Roads - None Known (Possibly Landlocked); Sideyard Parcel; Summer Tax Due: \$15.98 \$15.98 \$15.98 \$100			
3709	Parcel ID: 020-018-000-036-43; Legal Description: PT NW 1/4 SEC 18 COM N 1/4 PO TH S 1843.95FT, TH W 330FT TO POB, TH S 66FT, TH W 66FT, TH N 66FT, TH E 66FT TO POB SEC 18 T6N R8W BOSTON TWP, IONIA COUNTY, MICHIGAN SPLIT ON 04/25/2000 FROM 020-018-000-036-40; Comments: 66 X 66 Unbuildable Lands / Too Small; Summer Tax Due: \$5.00	RD	\$800	
3713	Parcel ID: 021-012-000-542-07; Legal Description: VILLAGE OF SARANAC LOTS 9 & 34 & W 12FT OF LOTS 10 & 33 EXC R/W FOR CONC. PWER CO. AND RR BOSTON TWP, IONIA COUNTY, MICHIGAN Comments: Large Lot, going to need some work to salvage the value Personal Property; Roof Issues; Dnvi; Dangerous Building; Summer Tax Due: \$553.49	ST	\$6300	
3728	Parcel ID: 070-032-000-065-00; Legal Description: N 5A OF NE 1/4 OF SE 1/4 OF SE 1/4 EXC E 234.19 FT THEREOF. ALSO EXC COM 1290.82 FT N & 234.19 FT W OF SE COR OF SEC, TH W 38.06 FT, S 160 FT, E 38.06 FT, N 160 FT TO POB. SEC 32-7-8 KEENE TWP, IONIA COUNTY, MICHIGAN Comments: 3 Acres of Vacant nicely wooded property. Sits behind a couple of other properties, but does have a recorded easement granting access to it. Summer Tax Due: \$166.60	RD OFF	\$3800	
3742	Parcel ID: 100-027-000-065-00; Legal Description: COM AT THE SE COR OF NE 1/4 OF SEC 27, TH N 30RDS, TH SWLY TO A PT 4RDS N OF TH SW COR OF E 1/2 OF NE 1/4, TH S 4RDS, TH E 80RDS TO POB. EXC A PAR IN THE SE COR 156FT E & W BY 400FT N & S. SEC 27-5-7 ODESSA TWP, IONIA COUNTY, MICHIGAN Comments: Over 6 acres of cleared land . Frontage on roads Summer Tax Due: \$85.32		\$2800	
3744	Parcel ID: 101-050-000-175-00; Legal Description: VILLAGE OF LAKE ODESSA S 82FT OF COM AT SE COR OF LOT 4 BLK 27 TH S 246FT, W 9RDS, N 246FT, E TO BEG. OUTLOT 6 SEC. 33 T5N R7W ODESSA TWP, IONIA COUNTY, MICHIGAN Comments: Older 1.5 story with attached garage. Note lot size 148 X 246. This is going to need some work but has a newer roof. Quiet street in the village Roof Issues; Personal Property; Summer Tax Due: \$1,058.56	SECOND AVE LAKE	\$11000	
3745	Parcel ID: 101-050-000-255-00; Legal Description: VILLAGE OF LAKE ODESSA COM 263FT S OF SE COR OF LOT 4 BLK 25 TH W 100FT, S 50FT E 100FT, N 50FT TO BEG. PT. OUTLOT 6 SEC. 33 T5N R7W ODESSA TWP, IONIA COUNTY MICHIGAN Comments: Cute little house within walking distance of the Lake. Looks to be structural sound and has good bones Newer siding and windows Personal Property; Summer Tax Due: \$468.41	JORDAN LAKE AVE	\$7000	
3752	Parcel ID: 120-130-000-235-00; Legal Description: REIMERS SUBD. LOT 98 SEC. 3 T8N R7W Comments: 15 X 25 lot Unbuildable Lands / Too Small; Summer Tax Due: \$14.20	W LONG LAKE RD ORLEANS;	\$950	
3754	Parcel ID: 150-007-000-005-00; Legal Description: COM 429FT E OF N 1/4 PO, TH S 165FT, E 29 FT, N 165FT, W 29 FT TO POB SEC 7-8-6 RONALD TWP, IONIA COUNTY, MICHIGAN Comments: 29 X 165 . Frequent Flyer Sideyard Parcel; Summer Tax Due: \$15.66		\$950	
3757	Parcel ID: 150-050-000-275-10; Legal Description: VILLAGE OF PALO ORIGINAL PLAT LOTS 1 & 3 BLK 6 EXC PT LOT 3 COM SW COR SD LOT, TH N 20.5FT, TH E 63.88FT, TH S 20.5FT, TH W 63.98FT TO POB RONALD TWP, IONIA COUNTY, MICHIGAN SPLIT/COMBINED ON 10/03/2014 FROM 150-050-000-275-00, 150-050-000-280-00; Comments: Has newer windows, siding and roof. Appears to be solid. Please note double lot Sanitation Issues And Garbage; Personal Property; Summer Tax Due: \$176.93	FRONT ST	\$3800	

3758	Parcel ID: 150-050-000-285-00; Legal Description: VILLAGE OF PALO ORIGINAL PLAT LOTS 17&19 BLK 6 RONALD TWP, IONIA COUNTY, MICHIGAN Comments: Trashed out 40 year mobile on 2 lots Sanitation Issues And Garbage; Personal Property; Mobile Home; Dangerous Building; Summer Tax Due: \$89.15	FRONT ST	\$2500	
3764	Parcel ID: 202-170-000-980-00; Legal Description: CITY OF IONIA SUP. VOELKERS ADDITION LOT 173 Comments: Nice quiet dead end street in Ionia . A lot of deferred maintenance Personal Property; Occupied; Dnvi; Summer Tax Due: \$1,440.97		\$10000	
3772	Parcel ID: 401-210-000-055-00; Legal Description: CITY OF BELLDING VINCENTS 2ND ADDN LOT 12 Comments: In the village of Belding Personal Property; Occupied; Dnvi; Summer Tax Due: \$3,067.85		\$13750	
3779	Parcel ID: 403-200-000-100-00; Legal Description: CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 21 Comments: 3,750 SF Personal Property; Dnvi; Summer Tax Due: \$1,786.80		\$8500	
3780	Parcel ID: 403-200-000-120-00; Legal Description: CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 25 Comments: 1500 SF Personal Property; Dnvi; Summer Tax Due: \$1,144.84		\$6000	

Montcalm

Lot #	Lot Information	Address	Min. Bid	Sold For
10200	Parcel ID: 001-013-002-00; Legal Description: S 1/2 OF W 1/2 OF NE 1/4 SEC 13 T12N R7W. Comments: Square 40 acre parcel, on a quiet country road! The land is level, and about 2/3rds of it is marshlands. There are two structures here at the SW corner, including a modular/prefab house of 1980's vintage and a concrete block structure east of it. The newer modular unit is on a poured concrete foundation and needs resurfacing, but is generally very solid and merchantable. It has forced air (progas) heat. 3 bedrooms, one bath. Worn and dirty, but easily repaired. Building #2 may have been a residence at one time, but has been most recently used as a mancave/storage space. It is concrete block in nature and has a shallow well indoors. It needs a gutting and a new roof in order to find new life, but it's structurally restorable. We did not see evidence of there having been a bath or kitchen, but there could be a primitive septic of some nature here under the debris. Summer Tax Due: \$425.42	RD EDMORE	\$8100	
10201	Parcel ID: 001-036-014-10; Legal Description: PART OF SE 1/4 OF SE 1/4 DES AS COM AT SE COR OF SEC 36; TH N 688.47 FT ALONG E SEC LINE; N 89 DEG W 62.58 FT TO POB ON W LINE OF M-66; N 52 DEG W 179.68 FT; N 31 DEG W 74.91 FT; N 01 DEG W 113.96 FT; N 73 DEG E 172.51 FT TO W LINE OF M-66; S 52.23 FT ALONG SAID W LINE; S 89 DEG E 25 FT TO W LINE OF M-66; S 52.23 FT ALONG SAID W LINE; S 89 DEG E 25 FT TO W LINE OF M-66; S 282.05 FT ALONG SAID W LINE TO POB SEC 36 T12N R7W. 1 AC. Comments: Classic older farmhouse near Edmore. Aluminum sided and steel roofed for low maintenance. This one appeared to still be occupied when we visited in early July power on and stuff around. So we did not view the inside. Appears to be in generally excellent overall repair. Two car detached garage in merchantable condition. Lot is roughly 1 acre and very irregular in shape. On a paved county road, M-66 State Highway. This could be a very nice family home. Doesn't appear to need much work. Dnvi; Personal Property; Summer Tax Due: \$399.17	SHERIDAN RD EDMORE MI;	\$7600	
10202	Parcel ID: 001-520-047-00; Legal Description: LOTS 47 48 & 49 SCHMIED PARK. Comments: Note: Google maps incorrectly labels Bluebird Dr as Wren Dr. The GPS location is correct on the map, but the street label is not. 1/3 acre parcel just spitting distance from Townline Lake. Nice young oaks on this parcel! Potential through-the-trees lake views.There is a camper trailer on this parcel that is NOT included as we have no title to it by foreclosure. This could be a great second home location! Level dry lands. Personal Property; Summer Tax Due: \$221.50		\$2200	
10203	Parcel ID: 003-012-009-00; Legal Description: BEG 50 FT N OF SE COR OF SE 1/4 OF NW 1/4 SEC 12 TH N 13 R W 12 1/3 R S 13 R E 12 1/3 R TO P OF B EX RAILROAD RIGHT A WAY SEC 12 T9N R6W. 1 A. Comments: Structure is in poor condition and should be removed. It is an attractive nuisance in its present condition. A purchaser will be required to board it and make it unenterable prior to receiving the deed or the sale will be cancelled. Property is 1 acre more or less in size. Part of this property is wetlands and subject to a conservation easement according to posted signs on the land. Dangerous Building; Summer Tax Due: \$46.86	VICKERYVILLE RD;	\$1400	
10204	Parcel ID: 003-012-010-00; Legal Description: COM 50 FT N OF SW COR OF SW 1/4 OF NE 1/4 SEC 12 TH E 20 RDS; N 12 RDS; W 20 RDS. S 12 RDS TO POB EX THE RAILROAD RIGHT OF WAY SEC 12 T9N R6W 1.5A Comments: More recently a garage that served the Vickeryville grain elevator, this site is the historic location of the Vickeryville Station. It is 1.5 acres in size. Fronts on a paved public road just north of the village. Summer Tax Due: \$36.18	VICKERYVILLE RD;	\$1300	
10205	Parcel ID: 004-002-013-10; Legal Description: S 1/3 OF N 40 RDS OF W 1/2 OF SE 1/4 OF SE 1/4; EXCEPT W 2 RDS FOR ROAD SEC 2 T12N R8W 3.33 AC Comments: Vacant parcel near Lakeview. Nicely wooded, rolling lands covered in poplar and oaks to mention a few. We did not see any evidence of a road or driveway cut. This is a real nice piece of property on a quiet country road. Would be a great homesite. Summer Tax Due: \$249.51		\$2000	
10206	Parcel ID: 004-220-119-00; Legal Description: LOT 119 HONEYMOON HEIGHTS NO 2. Comments: Swampy, cattail covered parcel in an area with high water table. Summer Tax Due: \$20.84		\$850	

10207	Parcel ID: 004-230-522-00; Legal Description: LOT 522 HONEYMOON HEIGHTS NO 3. Comments: Frog farming, anyone? Any cattail ranchers in the house? This one is for you! Summer Tax Due: \$9.19	BIRCH DR LAKEVIEW MI;	\$900
10208	Parcel ID: 004-230-620-00; Legal Description: LOTS 620 & 621 HONEYMOON HEIGHTS NO 3. Comments: Parcel is low and probably will not perc for septic. Recreational lands. Summer Tax Due: \$84.72		\$1500
10209	Parcel ID: 007-302-225-00; Legal Description: LOTS 225 & 224 INDIANHEAD PARK NO 2. Comments: Vacant parcel not far from Lakeview in the Indianhead Park subdivision. Nicely wooded 1/2 acre uplands parce, I with a few sharp younger maple trees in the mix. Quiet country road and Mud Lake is just across the street! Summer Tax Due: \$26.49		\$750
10210	Parcel ID: 014-002-008-11; Legal Description: PART OF NW 1/4 OF NW 1/4 SEC 2 COM 563 FT S OF NW COR THEREOF TH E 275 FTS 213.6 FT TH W 275 FT TH N 213.6 FT TO POB. SEC 2 T10N R8W Comments: Parcel is a little over an acre in size. Large older frame farmhouse structure that has had some upgrades started on mechanicals. Much of the interior is stripped and needs finishing. Rambling floor plan that could yield up to five bedrooms. The barn to the north is NOT located on this parcel, but it does include the small garage to the rear. Newer furnace, breaker box and water heater. Could be a great country home for a large family. Roof is older but we did not see leaks. This has potential and is straight and strong, but unfinished. Incomplete Construction; Summer Tax Due: \$298.93	GREENVILLE	\$2900
10211	Parcel ID: 014-300-144-00; Legal Description: LOT 144 HOLIDAY BEACH. Comments: Small uplands parcel near Perch Lake, in an area of well maintained homes. Summer Tax Due: \$63.50		\$1400
10212	Parcel ID: 016-550-081-00; Legal Description: LOT 81 & 82 TACOMA LAKE ESTATES. Comments: Topographical maps suggest that this is marshland. It is at the bottom of a sharp ravine behind other property, and does not have an improved road to it. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$40.88		\$800
10213	Parcel ID: 017-016-022-00; Legal Description: W 1/2 OF W 1/2 OF W 1/2 OF E 1/2 OF S 1/2 OF SW 1/4 SEC 16 T12N R10W. Comments: Parcel is roughly 4.8 acres. Lies north of Handy Creek in an area with no improved road access. 165' wide (east to west). No Power In Area; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$154.59	W GATES RD HOWARD CITY MI;	\$2600
10214	Parcel ID: 017-022-007-00; Legal Description: ALL THAT PART OF W 1/4 OF W 1/2 OF NE 1/4 OF NE 1/4 LYING S OF A LINE PARALLEL WITH AND 75 FT S 0 DEG 46'23W OF THE CONSTRUCTION C/L OF HWY M-46 SEC 22 T12N R10W. Comments: The parcel may not have direct road access. It sits south of a MDOT/MHC parcel on M-46 right across the street from the Citgo station east of the M-46 exit off US 131. 165' east to west. Please investigate access rights prior to bidding. Level, wooded dry lands. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$31.97	W EDGAR RD HOWARD CITY MI;	\$1200
10215	Parcel ID: 017-500-104-00; Legal Description: LOTS 104 & 105 THE WOODS CLEARWATER RESORT. Comments: 1/4 acre parcel, roughly square in shape. Resort/seasonal use area frequented by campers and second home users. Summer Tax Due: \$14.05		\$850
10216	Parcel ID: 017-500-244-00; Legal Description: LOTS 244 & 245 THE WOODS CLEARWATER RESORT. Comments: Older single wide trailer that has been morphed into a home. The interior is pretty well stripped. Open floors indicate likely frozen plumbing or other repair issues were underway and abandoned. No furnace, bathroom por kitchen (or parts for same) that we saw. Nice treed lot in a resort area NW of Howard City. Has potential in the right hands. No address on building, but we think it is 26488 Chippewa Trail. Harvesting; Summer Tax Due: \$176.05	TRAIL HOWARD CITY	\$3500

10217	This lot is a "bundle" comprised of 2 parcels	7406	\$4900
	(1 of 2) Parcel ID: 018-460-070-00; Legal Description: LOT 70 & SE 1/2 OF LOT 71 STAUFFER'S GROVE. ROCK LAKE Comments: Oooooold log cabin, in decent shape, with small frame addition. Sits across the street from Rock Lake on two small lots. THIS IS NOT WATERFRONT PROPERTY, however it is directly across the street and (currently) offers a view. The vacant parcel likely contains whatever limited septic there is. Ooooold roof has localized leaks, and its a little mildewy, but not awful inside. There are neighbors interested in this for the land, but it does seem to have restoration potential in the right hands. Slab on grade, two bedrooms and one bath. Itsy-bitsy teeny-tiny parcel so close to the street you can feel a breeze when the cars go by. Also has street access on the lake side. Rock Lake is about 50 feet away (if that). There is a "between other houses" glimpse of the lake.	VESTABURG MI; VESTABURG	
	STAUFFER'S GROVE ROCK LAKE. Summer Tax Due: \$212.79		
10219	Parcel ID: 019-034-020-02; Legal Description: A PARCEL DESC AS BEG AT SW COR OF SE 1/4 OF NW 1/4 OF SEC 34; TH N ON W LINE THEREOF 198 FT TO POB; TH N 132 FT; TH E 100 FT; TH S 330 FT; TH W 19 FT; TH N 198 FT; TH W 81 FT TO P OF BEG SEC 34 T10N R7W Comments: Parcel sits to the rear of a home on County Farm Road west of Perch Lake, not far from Sidney. It is essentially 100 x 132 in size, and connects to the county road by a 19' wide access driveway which has not been cleared of trees and other blockage. So you can walk to it, but not drive. It is presently planted in corn (not included in sale). Mostly of use to the neighbors. Roads - Platted Or Easement Known, But Unimproved; Crop Or Nursery Planting; Summer Tax Due: \$8.65		\$800
10220	Parcel ID: 041-190-017-00; Legal Description: LOT 17 & S 1/2 OF LOT 18 ASSESSOR'S PLAT OF CAMP'S ADDITION VILLAGE OF EDMORE. Comments: Note: Since our visit, the county has cleaned up the brush around the exterior of the home. The first 4 pictures reflect the current state of the exterior. Mid century tract housing in Edmore. 2BR 1BA. Has been beat up a little but is still structurally sound. Needs a resurfacing and a little TLC. Front deck is rotttten and needs replacement. Roof is merchantable. Will need a new kitchen and bath to be nice. Full basement is damp and mildwey. There is a much newer two car garage out back that may be the best part of the deal here. Irs Lien - 2020-06-29; Summer Tax Due: \$765.49	SECOND ST	\$27500
10221	Parcel ID: 041-628-010-00; Legal Description: COM AT PT 42 FT S OF SW COR OF LOT 304 OF VILLAGE OF EDMORE TH S 160 FT; TH E 132 FT; TH N 160 FT; TH W 132 FT TO P OF BEG SEC 28 T12N R6W. Comments: Note: Since initial inspection, the county has cleaned up much of the overgrown brush surrounding the house (As seen in the first 2 pictures). Mid-century rancher in Edmore with full basement, plus later addition/rec room to rear over a crawlspace. Home has been vacant and poorly maintained for perhaps a decade or more. Roof leaks in several spots have led to dampness and mold issues in portions of the home, especially the basement. This home will likely need a gutting and redo from the sticks up. Needs a roof and all mechanicals. Deck is old and overgrown but not rotten (yet). May need some boards replaced here and there. Decent two car garage needs to be dejunked. Has some nice features such as plaster cornices and some hardwood floor. Fireplace. Nice lot. Summer Tax Due: \$608.98	ST EDMORE MI;	\$7600
10222	Parcel ID: 048-150-057-00; Legal Description: LOT 57 VILLAGE OF CUSTER. Comments: This one is cosmetically challenged with things like flocked wallpaper and other such treats, but it is a classic arts & crafts period design that could be a rockin' spot in the hands of the right restorer. Fireplace and classic paned wood casement windows worth restoring. Older steel roof isn't leaking. We would close off the basement entrance to reduce water infiiltration. Could use a new kitchen and baths. 3 bedrooms up plus a walk-thru on the main floor. Nice lot in a quiet community. Many conveniences within walking distance including a nice park with trails. Summer Tax Due: \$318.60	ST MCBRIDES	\$5700

10223	This lot is a "bundle" comprised of 2 parcels (1 of 2) Parcel ID: 051-311-001-00; Legal Description: LOT 1 BLK 11 ALSO E 1/2 OF THAT PORTION OF VACATED MERCANTILE ST ADJ THERETO ON THE W ALSO N 1/2 OF THAT PORTION OF VACATED ALLEY ADJ THERETO ON THE S HEATH AND ABBOTT ADDITION TO VILLAGE OF CARSON CITY Comments: Two parcels in an "L" shape approximate 2 acres. Contains a roughly 5,000 square foot steel storage barn and two grain elevator silos. The potential for repurposing this property is unlimited. Would make a great grow facility if the zoning permitted it. Has been used in recent past as a recycling facility, and there is a lot of that type of material laying around (including most of the contents of the barn) to recycle too! This property presents many options. There is still some personal property and equipment here that is not included in the sale. Building has basic power service, and there is municipal water and natural gas here as well. Personal Property; (2 of 2) Parcel ID: 051-312-001-00; Legal Description: ALL BLK 12 ALSO W 1/2 OF THAT PORTION OF VACATED MERCANTILE ST ADJ THERETO ON E HEATH AND ABBOTT ADDITION TO VILLAGE OF CARSON CITY Summer Tax Due: \$2,622.87	MI; 818 N DIVISION ST CARSON CITY	\$20000	
10225	This lot is a "bundle" comprised of 2 parcels (1 of 2) Parcel ID: 051-700-008-00; Legal Description: COM 150 FT N OF CENTER POST OF SEC 12 THENCE W 40 R N 8 R E 40 R S 8 R TO P OF B SEC 12 T9N R5W. 2 A. Comments: Located across the street from the DTE power facility in Carson City. These 2 parcels previously contained grain storage silos which have been removed. Only the concrete bases remain. Many potential reuses for this level open land. Municipal water, natural gas and electric all available here for your development project! (2 of 2) Parcel ID: 051-700-022-00; Legal Description: COM 282 FT N OF CENTER POST OF SEC 12 THENCE W 10 R N 8 R E 10 R S 8 R TO P OF B SEC 12 T9N R5W. Summer Tax Due: \$293.80	MI; N DIVISION	\$10500	
10227	Parcel ID: 052-170-022-00; Legal Description: LOT 22 ASSESSOR'S PLAT OF LOTS 75 & 76 & PART OF SUB-DIVISION OF LOTS 33 & 74 OF JOHN GREEN'S PLAT VILLAGE NOW CITY OF GREENVILLE. Comments: Small home that has some deferred maintenance. Estate property cluttered to the degree the door would not open. Could be rehabbed, but the scope of that project won't be determinable until the house is emptied. Has a newer roof and natural gas. Mechanicals may not be too bad. We did not get a good look inside because of the clutter. Contains personal property. Dnvi; Personal Property; Summer Tax Due: \$553.41	GREENVILLE MI;	\$3600	

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). The completed Affidavit 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. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property		2. County		3. Date of Transfer (or land contract signed)		
4. Location of Real Estate (Check appropriate field and e	nter name in the space	below)	5 Purchas	e Price of Real Estate		
City Township	Village	bolow.)				
	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 assessmer		a sometimes includes				
			9. Buyer's	(Transferee) Telephone Number		
Items 10 - 15 are optional. However, by comple	eting them you may	avoid further corre	espondence	ce.		
10. Type of Transfer. <u>Transfers</u> include, but are not limit page <u>2</u> for list.	ed to, deeds, land cont	racts, transfers involvin	g trusts or v	vills, certain long-term leases and business interest. See		
Land Contract		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 Fi	nanced (Bor	rowed)		
Yes No						
EXEMPTIONS						
Certain types of transfers are exempt from unca				te below the type of exemption you are claiming.		
If you claim an exemption, your assessor may re Transfer from one spouse to the other spo		ion to support your	claim.			
Change in ownership solely to exclude or i						
Transfer between certain family members	*(see page 2)					
Transfer of that portion of a property subje	ct to a life lease or li	fe estate (until the li	fe lease or	life estate expires)		
Transfer between certain family members by transferor ** (see page 2)	of that portion of a	property after the ex	piration o	r termination of a life estate or life lease retained		
Transfer to effect the foreclosure or forfeit	ure of real property					
Transfer by redemption from a tax sale						
Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust						
Transfer resulting from a court order unless the order specifies a monetary payment						
Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)						
Transfer to establish or release a security interest (collateral)						
Transfer of real estate through normal pub	lic trading of stock					
Transfer between entities under common of	control or among me	mbers of an affiliate	d group			
Transfer resulting from transactions that qu	ualify as a tax-free re	eorganization under	Section 36	68 of the Internal Revenue Code.		
Transfer of qualified agricultural property v	-	-				
Transfer of qualified forest property when						
Transfer of land with qualified conservation easement (land only - not improvements)						
Other, specify:						
CERTIFICATION						
I certify that the information above is true and con	mplete to the best of	my knowledge.				
Printed Name						
Signature	·			Date		
Name and title, if signer is other than the owner	Daytime Phone Numb	ber		E-mail Address		

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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. 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(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

*Section 211.27a(7)(u): Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

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.