

Public Land Auction

Crawford, Kalkaska, Missaukee, Roscommon

September 1st, 2022

Crawford, Kalkaska, Missaukee, Roscommon (Dnr), and Roscommon
Counties



Location:

Online
www.tax-sale.info

Time:

Auction: 10:00am to 07:00pm

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



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

There are two ways to bid in our auctions:

ONLINE AT WWW.TAX-SALE.INFO

-or-

ABSENTEE BID

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

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

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

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

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

Visiting and viewing property BEFORE auction:

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

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

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

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

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

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

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

Paying for your Auction Purchases

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

Bidding Authorization

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

Absentee bidding

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

2022 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

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

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

Monroe, Washtenaw DNR 8/2/2022	Hillsdale, Jackson 8/3/2022	Bay, Gladwin Huron (DNR only), Tuscola 8/4/2022
Arenac*, Iosco*, Ogemaw 8/5/2022	Lapeer*, Macomb (DNR only) Saint Clair*, Sanilac* 8/11/2022	Oakland 8/12/2022
Barry, Kalamazoo Saint Joseph* 8/16/2022	Branch, Calhoun 8/17/2022	Berrien*, Cass, Van Buren* 8/18/2022
Clare, Lake*, Osceola 8/23/2022	Gratiot, Isabella, Mecosta Montcalm 8/24/2022	Clinton, Livingston Shiawassee 8/25/2022
Eastern Upper Peninsula (Alger, Chippewa*, Delta, Luce*, Mackinac (DNR Only), Schoolcraft) 8/26/2022	Western Upper Peninsula (Baraga, Dickinson*, Gogebic*, Houghton*, Iron*, Keweenaw, Marquette*, Menominee, Ontonagon*) 8/30/2022	Antrim*, Charlevoix*, Otsego 8/31/2022
Crawford, Kalkaska Missaukee, Roscommon* 9/1/2022	Alcona*, Alpena* Montmorency, Oscoda 9/6/2022	Cheboygan, Emmet* Presque Isle 9/7/2022
Mason*, Muskegon Newaygo (DNR Only) Oceana* 9/8/2022	Benzie, Grand Traverse* Leelanau, Manistee, Wexford 9/9/2022	Allegan, Ionia, Kent, Ottawa 9/13/2022
Saginaw 9/14/2022	Genesee 9/15/2022	Round 1 Re-Offer Auction 9/28/2022

No Reserve Auction

10/28/2022

Important Information Regarding Rules and Regulations

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

- Crawford
- Kalkaska
- Missaukee
- Roscommon

Rules and Regulations

1. Registration

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

2. Properties Offered

A. Overview

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

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

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

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

B. Know What You Are Buying

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

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

C. Reservations

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

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

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

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

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

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

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

3. Bidding

A. Overview

Live Bidding Auctions:

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

i. Advance Bidding

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

ii. Active Bidding

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

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

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

Sealed Bid Auctions:

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

B. Starting Bid Price

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

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

C. Bid Increments

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

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

D. Eligible Bidders

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

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

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

E. Absentee Bidding

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

F. Auction Location

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

G. Bids are Binding

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

H. Limitations on Bidding

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

I. Attempts to Bypass These Rules and Regulations

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

4. Terms of Sale

A. Payment

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

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

B. Refund Checks

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

C. Dishonored Payment

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

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

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

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

D. Eligible Buyers

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

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

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

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

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

E. Sale to Entities

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

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

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

F. Cancellation Policy

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

G. Property Transfer Affidavit

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

5. Purchase Receipts

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

6. Title Being Conveyed

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

7. Special Assessments

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

8. Possession of Property

A. Possession Pending Deed Delivery

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

on the site other than:

I. Securing the Property

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

II. Assessing Potential Contamination

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

B. Occupied Property

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

9. Additional Conditions

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

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

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

10. Deeds

A. Deed Execution and Delivery

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

B. Restrictive Covenants

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

11. Property Taxes & Other Fees

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

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

12. Other

A. Personal Property

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

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

B. Mineral Rights

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

C. Applicability of These Rules and Regulations

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

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

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

Important Information Regarding Rules and Regulations

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

- Roscommon (DNR)

Michigan DNR Land Sales Rules and Regulations

1. Registration

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

2. Properties Offered

A. Overview

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

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

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

B. Know What You Are Buying

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

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

C. Reservations

Pursuant to state statutes, deeds issued may contain the following reservations and stipulations:

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

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

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

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

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

3. Bidding

A. Overview

Live Bidding Auctions:

DNR auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

i. Advance Bidding

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

for the applicable auction and the Active Bidding phase then begins.

ii. Active Bidding

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

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

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

Sealed Bid Auctions:

DNR may, at its discretion, conduct an auction by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked.** You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question.** The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

B. Starting Bid Price

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

C. Bid Increments

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

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

D. Eligible Bidders

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

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

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

E. Absentee Bidding

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

F. Auction Location

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

G. Bids are Binding

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

H. Limitations on Bidding

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

I. Attempts to Bypass These Rules and Regulations

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

4. Terms of Sale

A. Payment

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

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

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

B. Refund Checks

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

C. Dishonored Payment

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

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

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

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

D. Eligible Buyers

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

- i. The party does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/ in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the DNR from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

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

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

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

E. Cancellation Policy

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

F. Property Transfer Affidavit

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

5. Purchase Receipts

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

6. Title Being Conveyed

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

7. Special Assessments

Parcels sold are subject to property taxes that become due and payable on or after the day of auction, as well as current and future installments of any outstanding bonded assessments. All bidders should contact the appropriate city, village, or township offices to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.

8. Possession of Property

A. Possession Pending Deed Delivery

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

I. Securing the Property

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

II. Assessing Potential Contamination

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

B. Occupied Property

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

9. Additional Conditions

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

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

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

property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

10. Deeds

A. Deed Execution and Delivery

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

11. Property Taxes & Other Fees

All property taxes that become due and payable on or after the day of auction will be the responsibility of the buyer. The buyer **is responsible for all other fees and liens that accrue against the property on or after the day of the auction.** These items include, but are not limited to, municipal utility or ordinance fees and condo or property owner association fees or dues. This can also include demolition and other nuisance abatement costs. These fees and expenses are not collected at the auction and must be paid by the buyer after taking title to any purchased property which is subject to such fees and expenses.

12. Other

A. Personal Property

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

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

B. Applicability of These Rules and Regulations

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

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

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

Crawford

Lot #	Lot Information	Address	Min. Bid	Sold For
7100	Parcel ID: 010-14-400-00-217-00; Legal Description: LOT 217 NORTHERN HTS. Comments: Vacant Lot in Grayling Summer Tax Due: \$22.64	TIMBERLANE TRL GRAYLING MI;	\$489.99	
7101	Parcel ID: 010-14-400-00-218-00; Legal Description: LOT 218 NORTHERN HTS. Comments: Vacant Lot in Grayling Summer Tax Due: \$22.64	TIMBERLANE TRL GRAYLING MI;	\$489.99	
7102	Parcel ID: 010-14-400-00-219-00; Legal Description: LOT 219 NORTHERN HTS. Comments: Vacant Lot in Grayling Summer Tax Due: \$22.64	TIMBERLANE TRL GRAYLING MI;	\$489.99	
7103	Parcel ID: 010-14-401-00-348-00; Legal Description: LOT 348 NORTHERN HTS. #2 Comments: Vacant Lot in Grayling Summer Tax Due: \$22.64	E NORTH DOWN RIVER RD GRAYLING MI;	\$489.99	
7104	Parcel ID: 010-14-401-00-349-00; Legal Description: LOT 349 NORTHERN HTS. #2 Comments: Vacant Lot in Grayling Summer Tax Due: \$22.64	E NORTH DOWN RIVER RD GRAYLING MI;	\$489.99	
7105	Parcel ID: 010-14-800-00-203-00; Legal Description: LOT 203 WARBLER'S HIDEAWAY Comments: Warblers Hideaway consists of 920 acres, over 400 of which consists of Common Property for the use of all members. The property encompasses the East and West Branches of Big Creek. We are surrounded by Kirtland Warblers habitat, with fishing on premises and North Branch of the Au Sable just down the road within a mile. Our 45 unit campground is open to the public. Yearly Association Fees are \$185.00. Association Fees; Summer Tax Due: \$14.73	E NORTH DOWN RIVER RD GRAYLING MI;	\$432.55	
7106	Parcel ID: 020-075-000-141-00; Legal Description: TWIN PEAKES # 1: LOT # 141 Comments: Vacant Lot on Greenway Dr. Summer Tax Due: \$8.74	GREENWAY DR;	\$485.72	
7107	Parcel ID: 020-075-000-171-01; Legal Description: LOT NO. 171 & 172 TWIN PEAKES #1. Comments: Occupied double wide in Bradford Hills Subdivision in Fredrick. Also Vacant Lots are for sale next to this doublewide, 7108, 7109, 7110 Mobile Home; Occupied; Summer Tax Due: \$633.41	5804 N DONNYBROOK FREDERIC MI;	\$3646.88	
7108	Parcel ID: 020-075-000-173-00; Legal Description: TWIN PEAKES #1: LOT #173 Comments: This lot is next to the home Lot 7107 on Donnybrook, Also Vacant Lots 7109, 7110 Summer Tax Due: \$10.48	N DONNYBROOK;	\$499.35	
7109	Parcel ID: 020-075-000-174-00; Legal Description: TWIN PEAKS #1: LOT #174 Comments: This lot is next to the home Lot 7107 on Donnybrook, Also Vacant Lots 7108, 7110 Summer Tax Due: \$12.26	N DONNYBROOK;	\$499.02	
7110	Parcel ID: 020-075-000-175-00; Legal Description: TWIN PEAKES #1: LOT #175 Comments: This lot is next to the home Lot 7107 on Donnybrook, Also Vacant Lots 7108, 7109 Summer Tax Due: \$12.26	N DONNYBROOK;	\$499.02	
7111	Parcel ID: 020-075-000-202-00; Legal Description: TWIN PEAKES # 1: LOT # 202 Comments: Vacant Lot in Winter Port Summer Tax Due: \$14.00	WINTER PORT;	\$506.19	
7112	Parcel ID: 020-075-000-203-00; Legal Description: LOT 203 TWIN PEAKES #1. Comments: Vacant Lot in Winter Port Summer Tax Due: \$15.76	WINTER PORT;	\$495.19	
7113	Parcel ID: 020-075-000-228-00; Legal Description: TWIN PEAKS #1 LOT #228 Comments: Vacant Lot on Forest Hill Dr. Summer Tax Due: \$28.92	FOREST HILL DR;	\$598.61	

7114	Parcel ID: 020-075-000-229-00; Legal Description: TWIN PEAKS #1 LOT #229 Comments: Vacant Lot on Forest Hill Dr. Summer Tax Due: \$32.54	FOREST HILL DR;	\$546.64	
7117	Parcel ID: 032-101-000-107-00; Legal Description: LOT #107 UPP NORTHE #1 Comments: Wooden hillside parcel located in Bradford Hill Subdivision in Fredrick. Lot number 107. Summer Tax Due: \$39.79	MAPLE FOREST DR;	\$693.41	
7118	Parcel ID: 032-102-000-171-00; Legal Description: LOT 171 OF UPPNORTHE SUB #2. Comments: Vacant Lot Maple Forest & Parkside Dr. Summer Tax Due: \$28.92	MAPLE FOREST DR/PARKSIDE DR;	\$638.92	
7119	Parcel ID: 032-160-000-600-00; Legal Description: LOTS 3456 & 7 BLK 4 DILLEYS ADD. VILLAGE OF FREDERIC. AND ALSO EASEMENT OF RECORD GRANTED 1/7/03 LIBER OF PLATS PAGE 7 CRAWFORD COUNTY RECORDS. Comments: Vacant wooded parcel on an undeveloped part of North Cedar St Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$118.31	MANISTEE ST;	\$1076.83	
7120	Parcel ID: 040-40-008-03-160-00; Legal Description: COMM 165 FT N OF SW COR OF N 30 ACRES OF THE SW 1/4 OF THE NE 1/4; TH E 80 RODS; TH N 10 RDS; TH W 80 RDS TH S 10 RDS TO POB OF SEC 8 T26N R2W Comments: Mobile home on 5 acres. home is in pretty decent shape, needs some repairs on airing out. Mobile Home; Summer Tax Due: \$639.76	1387 S STEPHAN BRIDGE RD GRAYLING MI;	\$2889.86	
7121	Parcel ID: 040-41-014-03-040-00; Legal Description: COMM. AT NW COR. OF N/2 OF S/2 OF NE/4 SEC. 14 T26N R3W. TH S 217 TH. E 434 TH N 217 TH W 434 TO POB. 26-3-14. 2.5 AC. Comments: Smaller home or cottage that is older and in need of some updating and repairs. Pole barn is structurally sound just needs new siding and doors. multiple small junk outbuildings. 2+ Acres Summer Tax Due: \$472.71	2231 S STALEY LAKE RD GRAYLING MI;	\$2053.16	
7122	Parcel ID: 040-41-015-07-060-00; Legal Description: THE S/2 OF THE S/2 OF THE N/2 OF THE SW/4 OF THE NW/4 OF SEC 15 T26N R3W CONT 5 AC. Comments: Older mobile home that is not worth saving and a nice pole barn that doesnt seem to need work. nice setting, sits off of road, close to downtown Grayling. Personal Property; Roof Issues; Mobile Home; Summer Tax Due: \$320.56	2331 S BARKER LAKE RD GRAYLING MI;	\$2261.41	
7123	Parcel ID: 040-43-026-14-020-02; Legal Description: THE NW/4 OF NW/4 OF SE/4 OF SEC 26 T27N R2W CONT 10.10 AC AKA PARCEL J SURVEY L148 P457 Comments: Square 10 Acre wooded parcel. Slightly rolling terrain. would make good hunting land or a place to build your dream home. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$191.22	E NORTH DOWN RIVER RD GRAYLING MI;	\$1252.32	
7124	Parcel ID: 040-45-764-04-016-00; Legal Description: LOTS 16 THRU 21 BLK. 4 4TH ADD. PORTAGELAKE PARK Comments: Vacant Lot in Grayling Summer Tax Due: \$62.44	BEECH TERRACE GRAYLING MI;	\$668.33	
7125	Parcel ID: 040-45-765-09-016-00; Legal Description: LOT 16 BLK. 9 PORTAGE LAKE PARK 5TH ADD. Comments: Small Vacant Lot in Grayling off of Eagle Point Rd. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$8.03	BLUE HERON PL GRAYLING MI;	\$423.04	
7126	Parcel ID: 040-45-921-00-022-00; Legal Description: LOT 22 TIMBERIDGE ESTATES #2 Comments: Older mobile home with issues. Has a raised dinning room and nice green shag carpet! Well belongs to neighbors. Personal Property; Roof Issues; Mobile Home; Summer Tax Due: \$310.47	620 GLENWOOD CT GRAYLING MI;	\$1957.60	

7127	<p>Parcel ID: 062-032-002-020-00; Legal Description: PARCEL C BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 32 T25N R2W SOUTH BRANCH TWP. CRAWFORD COUNTY MI. DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SEC. 32 AND RUNNING THENCE S 89 DEG 30M 40S E ALONG SECTION LINE 877.95 FEET TO THE POINT OF BEGINNING THENCE S 89DEG 30M 40S E 438.0 FEET TO THE 1/8 CORNER THENCE S 0 DEG 12M E ALONG 1/8 LINE 332.08 FEET THENCE N 89 DEG 30M 27S W 438.0 FEET THENCE N 0DEG 12M W 332.06 FEET TO THE POINT OF BEGINNING AND CONTAINS 3.34 ACRES OF LAND.</p> <p>Comments: Home just needs some good TLC. Decent shape just needs finished and some updates. 3 bedrooms and 2 baths. Barn needs more repairs and fixing than house. Full walk out basement. Vaulted ceiling in living room and screened in porch. Nice county setting! 3+ Acres Personal Property;</p> <p>Summer Tax Due: \$386.35</p>	1738 E PIONEER RD ROSCOMMON MI;	\$3624.35	
7128	<p>Parcel ID: 064-160-000-033-00; Legal Description: LOT 33 BER-MAR WOODS NO. 1. Comments: HOUSE-OCCUPIED/Do not disturb. Older mobile home. Occupied; Mobile Home;</p> <p>Summer Tax Due: \$85.72</p>	115 JOY DR ROSCOMMON MI;	\$1471.35	
7129	<p>Parcel ID: 064-400-000-041-00; Legal Description: LOT 41 INDIAN GLENS OF THE AU SABLE UNIT NUMBER ONE. Comments: Small semi wooded lot. lot #41 grade is road level. mostly pine, with a handful of dead trees.</p> <p>Summer Tax Due: \$26.47</p>	E PIONEER RD ROSCOMMON;	\$713.71	
7130	<p>Parcel ID: 070-200-003-013-00; Legal Description: PARCEL D ROFFEE'S ADDITION TO THE VILLAGE (NOW CITY) OF GRAYLING. Comments: Very small Vacant corner Lot in Grayling. This is just the very tip of the yard at the corner of Plum St & Ogemaw St. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: \$8.14</p>		\$421.60	

Kalkaska

Lot #	Lot Information	Address	Min. Bid	Sold For
7000	Parcel ID: 002-034-005-00; Legal Description: THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SW 1/4 EXC: THE N 110 FT THEREOF SEC 34 T28N-R5W Comments: This Mobile Home w/an addition is on 3.31 Acres in Kalkaska. This mobile is occupied, please do not enter the property under any circumstances. Mobile Home; Occupied; Tax Protestor Or Militia Evidence; Summer Tax Due: \$247.93	4460 BLUE LK RD NE KALKASKA MI;	\$3800.00	
7001	Parcel ID: 005-180-017-00; Legal Description: LOT 17 EDGE WOOD SEC 35 T28N-R6W Comments: Old mobile home in a wooded setting, surrounded by maples and pines. Looks like it needs work and parcel needs clean up. Mobile Home; Summer Tax Due: \$250.59	4152 TOAT RD NE KALKASKA MI;	\$2000.00	
7002	Parcel ID: 041-017-023-00; Legal Description: THAT PART OF SE 1/4 OF SW 1/4 SEC 17 T27N-R7W LYING W OF WEST ST VILL OF KALKASKA COM 68 RDS N OF SW COR TH E 8 RDS TH S 4 RDS TH W 8 RDS TH N 4 RDS TO BEG Comments: Parcel is in a very quiet area off of W St in Kalkaska. Directly across from Evergreen Cemetary. Wooded with grade at road level. Legal access to this property is unknown. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$73.48	OFF 3RD ST KALKASKA;	\$1300.00	
7003	Parcel ID: 041-491-004-00; Legal Description: LOT 4 BLK 11 SWEETS ADD VILL OF KALKASKA SEC 17 T27N-R7W Comments: Vacant city lot. Semi wooded with grade at road level. This property is adjacent to Lot#7004 in our auction. Tax Protestor Or Militia Evidence; Summer Tax Due: \$73.48	KALKASKA ST KALKASKA MI;	\$1700.00	
7004	Parcel ID: 041-491-009-00; Legal Description: LOT 9 BLK 11 SWEETS ADD VILL OF KALKASKA SEC 17 T27N-R7W Comments: Older mobile on small city lot. This property is adjacent to Lot#7003 in our auction. Mobile Home; Tax Protestor Or Militia Evidence; Summer Tax Due: \$676.23	208 GEORGE ST KALKASKA MI;	\$7100.00	

Missaukee

Lot #	Lot Information	Address	Min. Bid	Sold For
4500	<p>Parcel ID: 006-027-007-90; Legal Description: SEC 27 T23N R5W PCL 8 OF THE SURVEY RECORDED IN LIBER S-3 P 292 EXC N 1100 FT THOF & EXC S 209 FT OF E 209 FT THOF. .9371A. Comments: Parcel is roughly open acre, and has frontage on both E Sanborn and N Jeff Road. There is a house at that intersection, and this parcel wraps around that property on both sides. There are a couple of trashed campers on the property as well as other "man stuff". The former owner of this property may live in the house on the corner There is power here, but we did not see evidence of a well or septic on this parcel. This structure is very haphazardly built. Appears to essentially be a portable garage/carport frame with a couple of additions.</p> <p>Summer Tax Due: \$39.04</p>	1061 N JEFFS RD MERRITT;	\$748.42	
4501	<p>Parcel ID: 006-027-007-98; Legal Description: SEC 27 T23N R5W S 220 FT OF N 440 FT OF PCL 8 OF THE SURVEY RECORDED IN LIBER S-3 P 292. 1.67A. Comments: Properties north and east of this are almost completely marshlands. This parcel has wetlands indicators (cattails, some visible standing water). Unlikely to "perk" for a septic as it exists now. There is a small area of uplands to the SW corner. Wetland Indicators;</p> <p>Summer Tax Due: \$69.67</p>	N JEFFS RD MERRITT;	\$943.75	
4502	<p>Parcel ID: 009-490-027-00; Legal Description: SEC 11 T22N R8W LOT 27 MISSAUKEE PARK 2ND ADD. Comments: Cute little 3BR 1BA cottage on a waterfront 50' lot on Lake Missaukee. Beautiful sandy beach. Sits on a bluff with steps about 20 feet above lake level. 20's era cottage has had a mid-century remodel with paneling and acoustic tile ceiling, and a more recent bathroom upgrade. The kitchen has a pass thru window to a rear porch that serves as a three seasons dining room. 3 bedrooms plus a fourth walk-thru room upstairs. It sleeps around 8 comfortably. Nice glass porch across the front with great views of this very popular all-sports lake. Roof isn't horribly old. This is dated and modest, but in excellent overall condition and should be move-in ready. You should be able to enjoy this, this year!</p> <p>Summer Tax Due: \$719.58</p>	7128 W LAKE ST LAKE CITY;	\$11497.67	

Roscommon

Lot #	Lot Information	Address	Min. Bid	Sold For
5700	<p>Parcel ID: 001-002-001-0020; Legal Description: COM 2 RDS S OF NE COR OF SEC 2 TH S 8 RDS TH W 10 RDS TH N 8 RDS TH E 10 RDS TO POB PART OF NE 1/4 OF NE 1/4 SEC 2 T24N R1W. .50 A.</p> <p>Comments: ~0.5 acres of forest with 165 ft of seasonal gravel road frontage on Silsby. If there was a driveway, it is now covered by trees. The primary structure may be built over the property line. Rustic cabin the woods. No electricity other than what a generator provides. No water other than a hand pump. No sewer other than an outhouse. The building looks a bit rough from the outside: gaps in the steel siding packed with foam, screw heads on the roof that have been siliconed over, but the interior seems like it hasn't seen any moisture. Little remains inside other than some furniture and empty water jugs. Encroachments; No Power In Area;</p> <p>Summer Tax Due: \$51.05</p>	SILSBY ROAD ROSCOMMON;	\$1298.63	
5702	<p>Parcel ID: 003-019-011-0180; Legal Description: COM AT SW COR OF SEC 19 T22N R3W TH E ON CEN OF CO RD 18 RDS FOR POB TH N 197 FT TH W 50 FT TH S 197 FT TH E 50 FT TO POB PART OF SW 1/4 OF SW 1/4 SEC 19 T22N R3W. Comments: ~0.23 acres of cleared but overgrown land, with 50 ft of paved road frontage on W Emery Rd. The exterior of the home is in rough shape, with some of the siding shingles slipping and visible roof damage. After seeing a family of raccoons in a window, it was decided not to go inside. Dnvi; Roof Issues; Animal Damaged;</p> <p>Summer Tax Due: \$267.81</p>	5948 W EMERY RD PRUDENVILLE;	\$3031.22	
5703	<p>Parcel ID: 003-235-061-0000; Legal Description: LOT 61 DEER RUN ESTATES. Comments: ~0.31 acres of clear and flat land, with 80 feet of paved road frontage on White Tail Dr. Structure is a single wide trailer that has been built over. The building is in rough shape. There are large holes in the siding. The building is surrounded by junk of the automotive, marine, and small engine variety. Some windows are smashed. The interior is also in a state. There's obvious water damage, incomplete walls, bathroom, kitchen, etc. The building also appears to be sitting over a property line. It's possible that the trailer was not, but grew over the line with the expansion. This property has been put onto a 'Dangerous Building List' with Denton Township. Please contact Denton Township for more information about what would be required of the purchaser. Do your research on this one prior to bidding. Personal Property; Roof Issues; Incomplete Construction; Mobile Home; Encroachments;</p> <p>Summer Tax Due: \$239.48</p>	308 WHITE TAIL DR PRUDENVILLE;	\$2215.87	
5704	<p>Parcel ID: 003-235-248-0000; Legal Description: LOT 248 DEER RUN ESTATES. Comments: ~0.35 acres of cleared and flat land, with 90 ft of paved road frontage on Gazelle Dr. There are numerous uprooted trees on this property, and a few more in the process. One of these trees has fallen on the structure and crushed about half of it. Home is a single wide trailer with a porch addition. The home is sitting on a block foundation that looks in great shape. What can be seen of the interior still looks to be full of personal belongings. This property has been put onto a 'Dangerous Building List' with Denton Township. Please contact Denton Township for more information about what would be required of the purchaser. Do your research on this one prior to bidding. Personal Property; Sev Not Accurate; Mobile Home; Dangerous Building;</p> <p>Summer Tax Due: \$70.20</p>	111 GAZELLE DR PRUDENVILLE;	\$1619.58	
5705	<p>Parcel ID: 003-695-146-1000; Legal Description: THE N10 FT OF THE E 10 FT LOT 146 SUMMIT HEIGHTS # 1. Comments: 100 sq ft of vacant land on a hillside, surrounded by four lake houses. 10ft x 10 ft. No legal access. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: \$8.86</p>	OFF CROWN AVE;	\$611.05	

5707	Parcel ID: 004-395-001-0000; Legal Description: LOTS 1, 2, 3, AND 40, 41, 42 BLK 5 & WLY 15FT OF VAC MADISON AVE MAPLEHURST. Comments: ~0.3 acre corner lot with 150 ft of gravel road frontage on Illinois Ave and 90 ft of two track frontage on Sparrow. Unimproved and wooded land. Summer Tax Due: \$105.51	ILLINOIS/MADISON/SPARROW ROSCOMMON;	\$1154.70	
5708	Parcel ID: 004-601-012-0000; Legal Description: LOTS 12-14 - LOTS 56-58 BLK 21 SOVEREIGN PARK. Comments: ~0.29 acres of vacant land. It appears neighbors have electricity and natural gas. This is in a secluded subdivision of cabins. 95 ft of gravel road frontage on Ford Rd. Lots of trees all around. Summer Tax Due: \$255.94	FORD/JUNIPER ROSCOMMON;	\$2063.60	
5709	Parcel ID: 006-120-013-5000; Legal Description: S 30 FT OF N 150 FT OF LOT 13 BEBEE SUBD. Comments: 2914 sq ft of submerged land. No known road access. Property is located along/within a canal leading to Houghton Lake May Not Exist; Summer Tax Due: \$11.14	OLD 27 HOUGHTON LAKE;	\$1271.43	
5710	This lot is a "bundle" comprised of 4 parcels (1 of 4) Parcel ID: 006-463-075-0000; Legal Description: LOT 75 OAK RIDGE 3. Comments: ~0.61 acres of predominately low lying marsh. 290 ft of paved road frontage on Bradford Dr. Parcel depth is generally 100 ft deep. There are numerous pole barns on other nearby lots on the same side of the road. Wetland Indicators; (2 of 4) Parcel ID: 006-463-076-0000; Legal Description: LOT 76 OAK RIDGE 3. (3 of 4) Parcel ID: 006-463-077-0000; Legal Description: LOT 77 OAK RIDGE 3. (4 of 4) Parcel ID: 006-463-078-0000; Legal Description: LOT 78 OAK RIDGE 3. Summer Tax Due: \$210.00	BRADFORD DR HOUGHTON LAKE; BRADFORD DR HOUGHTON LAKE; BRADFORD DR HOUGHTON LAKE; BRADFORD DR HOUGHTON LAKE;	\$3461.08	
5714	Parcel ID: 007-006-009-0024; Legal Description: COM AT NE COR OF SW1/4 SEC 6 T24NR4W TH S5DEG44'57"W ALG N-S 1/4 LINE 300FT TH N86DEG03'37"W 435.82FT FOR POB TH N86DEG03'37"W 223.49FT TH N5DEG46'04"E 299.93 FT TH S86DEG04'00"E 223.39FT TH S5DEG44'57"W 299.95FT TO POB PARCEL 4 1.54 ACRES. Comments: ~1.48 acres of unimproved, wooded land. 230 ft of two track frontage on W Pinewood. No driveway access. No evidence of utilities nearby. The drive could be difficult without an off road capable vehicle. Summer Tax Due: \$174.14	OFF PINWOOD RD ROSCOMMON;	\$1503.09	
5715	Parcel ID: 009-136-008-0160; Legal Description: THE N1/2 OF THE S1/2 OF THE SE1/4 OF THE NW1/4 SEC 36 T21N R1W 10 ACRS. Comments: No known legal access. Zoned residential. Land cover is 6.2 acres forest, 2.06 acres grassy, 1 acre woody wetlands, and .44 acres herbaceous wetlands. Wetland Indicators; Summer Tax Due: \$325.43	GREENWOOD RD;	\$3085.51	
5716	Parcel ID: 010-214-016-0025; Legal Description: PART OF THE SE 1/4 OF THE SE 1/4 DESC AS BEG N86DEG24'25"W ALG THE S SEC LINE 94.32 FT FROM TH SE COR OF SD SEC 14 TH CONT N86DEG24'25"W ALG S SEC LINE 543.78 FT TH N03DEG35'53"E PERPENDICULAR TO SD S SEC LINE 462.44 FT TH S86DEG24'25"E 543.78 FT TH S03DEG35'35"W 462.44 FT TO THE POB SEC 14 T22N R1W 5.77 A M/L. Comments: 5.78 acres vacant land. This parcel is a large hill, with the top near the center of the parcel. 1505 ft elevation at the peak, with a beautiful view. There are two power and telecom substations on the property. With the placement of those, the likely easements, and the grade of the terrain, this may be a difficult piece to build on. There is a service road to the parcel, but it is unknown if that is a legal point of access. Please do your research before you place a bid. Please note: There is a 99 year lease given to the cell towers on this property that persists through the foreclosure and must be honored by the buyer. Terrain Challenged; Easement Or Access Across; Summer Tax Due: \$77.22	10779 E WEST BRANCH RD SAINT HELEN;	\$1023.61	

5717	Parcel ID: 010-256-053-0000; Legal Description: LOT 53 HOUGHTON-ST HELEN LAKES DEVELOPMENT Comments: This property was OCCUPIED at the time of visit. .66 acres with ~95 ft of gravel road frontage on Towner Rd. Roughly half the land is developed open space. Gravel/dirt driveway access. There appears to be two homes on the property: one a converted barn, and the other likely to be modular. There were multiple vehicles and children's playthings visible from the road. Dnvi; Occupied; Summer Tax Due: \$924.56	1795 TOWNER RD SAINT HELEN;	\$8227.33	
5718	Parcel ID: 010-445-056-0000; Legal Description: LOT 56 JOHNSTON HEIGHTS #1 Comments: ~0.22 acres of cleared and flat land. There are a couple of trees in the backyard, one dead. 70 ft of paved road frontage on Flint Rd. Gravel driveway. Minor debris in the back yard. The exterior looks in great repair with two minor faults. A piece of the vinyl siding has slipped and needs to be reattached, and the soffit near the back door needs to be fixed. The interior is also in good condition, with the exception of the persistent smell of cat urine. Somebody has already started removing flooring. This place shouldn't take a lot of work to get going again. Summer Tax Due: \$168.99	1545 FLINT ROAD SAINT HELEN;	\$3321.09	
5719	Parcel ID: 011-202-012-0270; Legal Description: COM AT NW COR OF GOVT LOT 3 SEC 2 T22N R4W TH S 1032.7 FT TH E 33 FT TH N 240 FT FOR POB TH E 77 FT TH N 30 FT TH W 77FT TO E LINE OF BUCK ST TH S ALG E LINE OF BUCK ST TO POB .06A. Comments: 2306 sq ft (.05 acres) of unimproved wooded land. No known legal access. Land cover is stated to be woody wetlands, although this could not be verified in person. Parcel dimensions are roughly 35 x 75 ft, and may be too small to build on as well. Wetland Indicators; Unbuildable Lands / Too Small; Summer Tax Due: \$16.71	R.O.W. HOUGHTON LAKE;	\$860.15	
5720	Parcel ID: 011-204-001-0141; Legal Description: L-809 P-636-637 224 COM AT NE COR OF SEC 4 TH S0DEG26'W 1684.4 FT FOR POB TH N89DEG07'W 391.42 FT TH S0DEG26'W 55 FT TH S89DEG07'E 391.42 FT TH N0DEG25'E 55 FT TO POB PART OF NE1/4 OF NE1/4 SEC 4 T22NR4W Comments: ~0.49 acres of vacant land, with 60 ft of paved road frontage on Harrison, and 390 ft of paved road frontage on Welch. Parcel is cleared near Harrison, the remainder is wooded and unimproved. Summer Tax Due: \$71.98	244 S HARRISON HOUGHTON LK;	\$8404.31	
5721	Parcel ID: 011-204-004-0030; Legal Description: 224 COM AT E1/4 COR TH N 986.63 FT FOR POB TH N 330 FT TH W 285.29 FT TH S 330 FT TH E 285.68 FT TO POB SEC 4 T22N R4W PARCEL 1 2.16A Comments: 2.19 acres of wooded and unimproved land with 340 ft of paved road frontage on Harrison Rd, and 285 ft of paved road frontage on Welch Rd. Welch Rd appears to run through the north portion of the parcel. Easement Or Access Across; Summer Tax Due: \$97.21	WELCH HOUGHTON LAKE;	\$1066.01	
5722	Parcel ID: 011-435-015-0000; Legal Description: L-943 P-1211 (L-365 P-215) 224 LOT 15 JANE-B SUBD. Comments: ~0.18 acres of cleared and flat land, with many trees lining the borders. Tiny gravel driveway. The home is a small mobile home with a porch addition and roof-over. The exterior looks to be in good condition. The roof has a tarp, but no evidence of leaks was seen on the inside. Much of the interior has been removed for an incomplete remodel. Incomplete Construction; Mobile Home; Summer Tax Due: \$179.71	6828 DANES HOUGHTON LAKE;	\$2001.07	

5723	<p>Parcel ID: 011-500-190-1000; Legal Description: L-1096/1094 L-817/447 - 224 - LOTS 190 & 191 - R N ROBINSON PARK. SPLIT ON 01/16/2012 FROM 011-500-190-0000, 011-500-191-0000;</p> <p>Comments: This property was OCCUPIED at the time of visit. ~0.23 acre of cleared and flat land, with 100 ft of paved road frontage on Beech. The house is a mobile home with a porch addition. The home looks shabby, but with no visible major issues. There is a single car garage that is collapsing. Three vehicles are in the driveway, as well as jet skis and other miscellany. The porch is packed full, and the small backyard is loaded with items as well. Dnvi; Personal Property; Mobile Home; Occupied;</p> <p>Summer Tax Due: \$106.24</p>	205 BEECH HOUGHTON LAKE;	\$2712.30	
5724	<p>Parcel ID: 011-541-359-0000; Legal Description: L-503 P-670 224 LOT 359 SOUTH HOUGHTON LAKE FOREST ESTATES.</p> <p>Comments: ~0.28 acres of flat and wooded land, with 80 feet of paved road frontage on Clarissa Ln. Neighbors to the west appear to be using a portion of this for trailer parking and extra yard space.</p> <p>Summer Tax Due: \$61.29</p>	CLARISSA HOUGHTON LAKE;	\$916.81	
5725	<p>Parcel ID: 055-450-029-0000; Legal Description: LOT 29, THE KELSEY ADDITION TO ROSCOMMON. Comments: ~0.34 acres of generally clear and flat grassy land. There are some small trees and bushes along the boundaries. This lot is is one of the few in the block without a home on it. Vul - Vacant Urban Lot;</p> <p>Summer Tax Due: \$51.47</p>	OFF PINECREST ST ROSCOMMON;	\$861.41	

Roscommon (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99158	<p>Parcel ID: 006-013-006-0220; Legal Description: That part of S 200 feet of Gov't LOT 4 lying E of North Shore Drive Comments: The subject parcel is zoned Forest Recreation (likely R-2 Residential when privately owned) and consists of vacant forested land on the east side of E Houghton Lake Drive. The subject is located approximately 10 miles north of Houghton Lake MI north of the E Houghton Lake Drive and Long Point Drive intersection. Relief on the parcel is relatively flat with predominantly wet muck soils. The subject property has 200 feet of frontage on E Houghton Lake Drive and is around 250 feet long. If the zoning does get switched to R-2 Residential the property would meet local zoning to build which requires over $\frac{1}{4}$ of an acre and 60 feet of frontage. Houghton Lake is visible across the street (no water access rights being sold). 1.1 Acres Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>	E Houghton Lake Dr;	\$8000.00	
99159	<p>Parcel ID: 006-028-013-0400; Legal Description: Commencing at point 330 feet S and 316.12 feet W of NE corner of SE1/4 thence W 1003.88 feet thence S 124.5 feet thence E 982.54 feet thence N'y 126.36 feet to POB except that part lying W of former US-27 Comments: The subject parcel is zoned R-2 Residential and consists of vacant open marshland between Old US Hwy 27 and Westshore Drive. The subject parcel is located approximately 3.5 miles north of Houghton Lake MI north of the Old US Hwy 27 and Westshore Drive intersection. Relief on the parcel is relatively flat with predominantly wet muck soils. There are pockets of drier sandy soils located near Westshore Drive (typically trees and shrubs grow in these pockets). The property would meet local zoning to build which requires over $\frac{1}{2}$ of an acre and 60 feet of frontage. Houghton Lake is visible across the street (no water access rights being sold). Property Dimensions Approx. ~650' (east-west) X ~125' (north-south) 1.8 Acres 120 ft paved road frontage on Old 27 and W Shore Dr. Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>	Old US-27 W Shore Dr;	\$3500.00	
99160	<p>Parcel ID: 006-028-013-0460; Legal Description: Commencing at NW corner of NE1/4 SE1/4 Section 28 thence S 680 feet thence E 433.9 feet to R/W of Co. Rd 270 thence S 11d26' E along R/W 101.8 feet for POB thence E 493.3 feet to R/W of Co. Rd. 300 thence S 9d53' W 209 feet thence W 417.3 feet to R/W thence N 11d26' W 209 feet to POB Comments: The subject parcel is zoned R-2 Residential and consists of vacant open marshland between Old US Hwy 27 and Westshore Drive. The subject parcel is located approximately 3.5 miles north of Houghton Lake MI north of the Old US Hwy 27 and Westshore Drive intersection. Relief on the parcel is relatively flat with predominantly wet muck soils. There are pockets of drier sandy soils located near Westshore Drive (typically trees and shrubs grow in these pockets). The property would meet local zoning to build which requires over $\frac{1}{2}$ of an acre and 60 feet of frontage. Houghton Lake is visible across the street (no water access rights being sold). Property Dimensions Approx. between ~493' and ~417' (east-west) X 209 (north-south). 2.1 Acres 210 ft paved road frontage on Old 27 and W Shore Dr. Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>	Old US-27 W Shore Dr;	\$4000.00	
99161	<p>Parcel ID: 006-028-013-0500; Legal Description: Commencing at NW corner of NE1/4 SE1/4 Section 28 thence S 680 feet thence E 433.9 feet to r/w of Co. Rd. 270 thence S 11 Deg 26 Min E along r/w 410.8 feet to POB thence E 381 feet to r/w of Co. Rd. 300 thence S 9 Deg 53 Min W 258 feet thence W 287.2 feet to r/w th N 11 Deg 26 Min W 258.2 feet to POB Comments: The subject parcel is zoned R-2 Residential and consists of vacant open and forested marshland between Old US Hwy 27 and Westshore Drive. This parcel does have drier soils than the surrounding area and likely can be developed if work is done. The subject parcel is located approximately 3.5 miles north of Houghton Lake MI north of the Old US Hwy 27 and Westshore Drive intersection. Relief on the parcel is relatively flat with predominantly wet muck soils. There are pockets of drier sandy soils located near Westshore Drive (typically trees and shrubs grow in these pockets). The property would meet local zoning to build which requires over $\frac{1}{2}$ of an acre and 60 feet of frontage. Houghton Lake is visible across the street (no water access rights being sold). Property Dimensions Approx. between 381' and ~287' (east-west) X ~258' (north-south). DNR records do not indicate the State of MI owns the southern adjacent parcel per the Roscommon County GIS (i.e. 006-028-016-0165). 1.9 Acres 260 ft if oaved road frontage on Old 27 and W Shore Dr Dnr Aa; Wetland Indicators;</p> <p>Summer Tax Due: TBA</p>	Old US-27 W Shore Dr;	\$8000.00	

99162	<p>Parcel ID: Part of 007-470-001-1000; Legal Description: Second Addition to Michigan Central Park - Block 51: Lots 1 2 11 to 50 Block 52: Lots 1 and 2 Block 53: Lots 1 to 23 Block 54: Lots 1 to 46 Comments: The subject parcel is zoned R-1 Single Family Residential and consists of vacant forested land west of County Road 301. The subject parcel is located approximately 12 miles west of Roscommon MI northwest of the County Road 301 and Harold Avenue intersection. The parcel is composed of multiple subdivision blocks with platted 40-foot roads between them that are dedicated to the use of the public. Each block is ~200 feet wide and typically over a ½ acre in size. The eastern property line is the I-75 ROW. The parcel can be legally accessed via County Road 301. Relief in the area is flat to rolling with predominantly dry sandy soils. The property would meet local zoning to build which requires almost ½ of an acre and 100 feet of frontage. Due to the platted roads and lot configuration a survey and township approval is recommend before building. Property is composed of land in 4 blocks lying west of the highway ROW. Block 51: Lots 3 to 10 are owned by the State of MI and are managed by MDOT for highway purposes. 6.4 Acres Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	CR 301;	\$12000.00	
99163	<p>Parcel ID: Part of 007-420-001-1000; Legal Description: Second Addition to Michigan Central Park - Block 27: Lots 25 to 48 Block 28: Lots 1 to 24 Block 29: Lots 1 to 25 Block 30: Lots 26 to 50 Block 39: Lots 26 to 50 Block 40: Lots 1 to 25 lying westerly of the highway ROW Comments: The subject parcel is zoned R-1 Single Family Residential and consists of vacant forested land west of County Road 301. The subject parcel is located approximately 12 miles west of Roscommon MI northwest of the County Road 301 and Harold Avenue intersection. The parcel is composed of multiple subdivision blocks with platted 40-foot roads between them that are dedicated to the use of the public. Each block is ~200 feet wide and typically over a ½ acre in size. The eastern property line is the I-75 ROW. The parcel can be legally accessed via County Road 301. Relief in the area is flat to rolling with predominantly dry sandy soils. The property would meet local zoning to build which requires almost ½ of an acre and 100 feet of frontage. Due to the platted roads and lot configuration a survey and township approval is recommend before building. Property is composed of 6 blocks lying west of the highway ROW. There is an adjacent private landowner who has a driveway going through the northern part of the property (this is believed to be on a platted road that is dedicated to the public and not a trespass. Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	CR 301;	\$15000.00	
99165	<p>Parcel ID: No Tax-Id Assigned (F); Legal Description: Comm at intersection of Midland & Traverse Bay State Road with the line between Govt Lots 2 and 3 thence Northwesterly along center of said State Road 20 rods thence S 270 ft for place of beg. thence S 10 ft thence NW'y parallel with State Road 66 ft th N 10 ft th SE'y parallel with said road 66 ft to place of beg. being part of Lot 2 Comments: The subject parcel is zoned Residential and consists of vacant forested land south of W Houghton Lake Drive. The subject is located approximately 1.5 miles east of Houghton Lake MI southeast of the W Houghton Lake Drive and Barcome Avenue intersection. The subject does not have legal road access and is surrounded by 2 private landowners. Relief on the parcel is relatively flat with dry sandy soils. The parcel does not meet local zoning to build (i.e. only 10 feet X 66 feet). 0.01 Acres Dnr Aa; Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: TBA</p>	Off W Houghton Lake Dr;	\$300.00	

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 enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate
6. Seller's (Transferor) Name		8. Buyer's (Transferee) Name and Mailing Address
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.		9. Buyer's (Transferee) Telephone Number

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture 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 public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		
Signature	Date	
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

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 transfer. 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 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.