

# Public Land Auction

Benzie, Grand Traverse, Leelanau, Manistee, Wexford

September 9th, 2022

Benzie, Grand Traverse, Grand Traverse (Dnr), Leelanau, Manistee, and  
Wexford Counties



**Location:**

Online  
[www.tax-sale.info](http://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](http://www.facebook.com/taxsaleinfo)**

There are two ways to bid in our auctions:

**ONLINE AT [WWW.TAX-SALE.INFO](http://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](http://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](http://www.tax-sale.info) for the latest information

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

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

- Benzie
- Grand Traverse
- Leelanau
- Manistee
- Wexford

# Rules and Regulations

## 1. Registration

You must create an online user account at [www.tax-sale.info](http://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](http://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](http://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](http://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:**

- Grand Traverse (DNR)

# Michigan DNR Land Sales Rules and Regulations

## 1. Registration

You must create an online user account at [www.tax-sale.info](http://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](http://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](http://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](http://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.**

## Benzie

Lot #	Lot Information	Address	Min. Bid	Sold For
1000	<p><b>Parcel ID:</b> 02-504-188-00; <b>Legal Description:</b> COM NE COR LOT 2 BLK 28 TH ALG W'LY ROW MICH AVE S 00 DEG 06'37"W 309.50 FT TH N 89 DEG 18'46"W 397 FT TO POB TH N 89 DEG 18'46"W 473.10 FT TH N 00 DEG 17'14"E 306.40 FT TH S 89 DEG 31'00"E 473.13 FT TH S 00 DEG 17'39"W 308.08 FT TO POB VILLAGE OF BENZONIA 3.34 A M/L <b>Comments:</b> Parcel sits directly west of the TSC Farm store on US 31 in Benzonia. Simplest access is off the unimproved extension of Barber Street, running south from River Street. You'll want to verify that this section of Barber Street has not been vacated prior to bidding. There is a lift station and elevated bed septic on this property .... not sure who it belongs to or if there is an easement in place to perpetuate it. Generally level, dry lands here, with few trees. May hold great potential for development.</p> <p><b>Summer Tax Due:</b> \$1,502.82</p>	OFF MICHIGAN AVE BENZONIA;	\$11704.13	
1001	<p><b>Parcel ID:</b> 06-501-168-00; <b>Legal Description:</b> N 1/2 OF S 2/3 OF LOT 3 BLK 37 ELBERTA <b>Comments:</b> Clean! This is a tidy, efficient 2 bedroom home in the Village of Elberta, just south of Frankfort near Lake Michigan. The core of this home is a very sturdy concrete block, one story structure that has a couple of frame additions. It has been made lower maintenance with vinyl siding and a steel roof in very solid condition. The two bedrooms are very small and may have issue with much more than a twin bed. Home is on a crawlspace that we did not find an access for. Electric is a dated 60A fused service, spartan, but in merchantable condition. The place is spotless and was probably winterized prior to being vacated, though that is only a guess. Two yard sheds and an enclosed back porch for storage. Paved driveway, natural gas space heat. This is a move-in ready property. We did notice an issue in the east bedroom on a lower wall where there has been some moisture present. We could not determine the source of that moisture, but it appears to have crept up from below.</p> <p><b>Summer Tax Due:</b> \$1,599.31</p>	1054 VALLEY AVENUE ELBERTA;	\$6157.31	
1002	<p><b>Parcel ID:</b> 07-034-004-40; <b>Legal Description:</b> N 795 FT OF W 1/4 OF E 1/2 OF NW 1/4 EXC W 100 FT OF N 440 FT THEREOF SEC 34 T26N R14W 5.03 A M/L 12275 HOMESTEAD ROAD <b>Comments:</b> Irregularly shaped 5 acre parcel fronts on a paved county road. There is a mobile home of little value near the front of the parcel, and a large, fairly modern shop building to the rear. Has been used for cultivating worms in the past, but could be cleaned up and converted to most any use. 200 A electric service, one single overhead door, shingle roof in great shape. There are a few abandoned vehicles on the parcel to which we do not have title. The property is level, dry and mostly open with sandy soils. There is a hint of marsh at the very southern boundary, but it is fleeting.</p> <p><b>Summer Tax Due:</b> \$413.33</p>	12275 HOMESTEAD ROAD BEULAH;	\$7324.27	
1003	<p><b>Parcel ID:</b> 08-023-012-00; <b>Legal Description:</b> N 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 SEC 23 T26N R13W 10 A M/L <b>Comments:</b> Square ten acre parcel, 660' on the paved county road x 660' deep. There is a 30x48 storage barn here, but it has been dissected and large sections of the steel siding are missing. It's full of rummage sale grade stuff that is generally trash. Nicely wooded. Has a small lower area that isn't marshly, but it is a little damp. Mixed varieties here. There is a driveway cut in along the south line of the parcel. Power service pole to the property, but the line has been dropped by the utility provider. A couple of abandoned vehicles and a sailboat here that we do not have title to, and are not included in the sale. Could be a great home site or northern getaway. Personal Property;</p> <p><b>Summer Tax Due:</b> \$103.30</p>	N REYNOLDS RD INTERLOCHEN;	\$2258.20	

## Grand Traverse

Lot #	Lot Information	Address	Min. Bid	Sold For
2400	<b>Parcel ID:</b> 01-532-074-00; <b>Legal Description:</b> UNIT 74 LOCHENHEATH SITE CONDOMINIUM SEC 23 T28N R10W. <b>Comments:</b> Lochenheath is a Condominium Association with yearly association fees, please research prior to bidding what the annual fees would be. Phone: 231-938-3326 The Lochenheath Golf Course is located near these condo sites. Association Fees; Condo Subdivision "site Condo"; <b>Summer Tax Due:</b> \$358.42	4834 PRESTWICK CT WILLIAMSBURG;	\$2250.00	
2401	<b>Parcel ID:</b> 01-532-075-00; <b>Legal Description:</b> UNIT 75 LOCHENHEATH SITE CONDOMINIUM SEC 23 T28N R10W. <b>Comments:</b> Lochenheath is a Condominium Association with yearly association fees, please research prior to bidding what the annual fees would be. Phone: 231-938-3326 The Lochenheath Golf Course is located near these condo sites. Condo Subdivision "site Condo"; Association Fees; <b>Summer Tax Due:</b> \$358.42	PRESTWICK CT WILLIAMSBURG;	\$2250.00	
2402	<b>Parcel ID:</b> 01-532-110-00; <b>Legal Description:</b> UNIT 110 LOCHENHEATH SITE CONDO. <b>Comments:</b> Lochenheath is a Condominium Association with yearly association fees, please research prior to bidding what the annual fees would be. Phone: 231-938-3326 The Lochenheath Golf Course is located near these condo sites. Condo Subdivision "site Condo"; Association Fees; <b>Summer Tax Due:</b> \$93.24	7505 HIGHGROVE TRL WILLIAMSBURG;	\$1010.00	

## Grand Traverse (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99071	<p><b>Parcel ID:</b> Part of 02-009-035-00; <b>Legal Description:</b> That part of the E 1/2 of the SE 1/4 lying southeast of a parcel described as commencing at South 1/4 corner of said section thence South 88d57d50m East along South section line 1309.41 feet to point of beginning South 88d57m50s East along South section line 374.40 feet North 29d16m20s East 1924.41 feet to East line of section North 00d07m10s East along East section line 678.69 feet South 29d16m20s West 2694.67 feet to point of beginning (Parcel 19) <b>Comments:</b> The parcel is zoned RC Recreation-Conservation and consists of a 17.7-acre vacant triangular residential property. The subject has road access on both Hoosier Valley and Garn Roads about 2 miles southeast of Chums Corner MI. The subject parcel consists of rolling forested property which appears marshy in the southwest corner and high and dry throughout the remaining portions. The property is large enough to meet local zoning to build regulations. Building will likely have to take place in the northern part of the property near Garn Road where it is flatter and drier. There is a Consumers Energy utility corridor that is the western border to the property. The triangular property begins where Garn Road meets the high tension powerline, and runs south from there. Garn Road runs along the east line of the property for a distance before veering SE. THERE IS NO RESIDENTIAL GRADE POWER HERE, and the nearest such use is about 1/2 mile to the north on Hoosier Valley Road where it meets Garn Road. We found a couple of two tracks into the parcel from Garn Road, and one small dump spot that will need to be cleaned up. The property east of this is marked as CFR, which means that it will not likely see any sort of development for years to come. This is close to "Chums Corners" (about 2 miles) and Traverse City, but also remote. Hoosier Valley remains one of the least developed areas around this growing metropolis. Garn Road is seasonal and not maintained. We did find power along the Hoosier Valley Road frontage, however that may not be buildable due to terrain. From Hoosier Valley Road to the upper plateau of the parcel there is a rise of about 30 degrees, 80 feet uphill in about a 300 foot run. Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Hoosier Valley Rd Garn Rd;	\$60000.00	
99072	<p><b>Parcel ID:</b> 02-014-024-20; <b>Legal Description:</b> Com S 0° 10' W 660.36 of NW sec corner thence S 0° 10' W 662' thence S 88° 51' E 659.62' thence N 0° 07' E 662' thence N 88° 51' W 659.15' to POB <b>Comments:</b> The subject property is zoned RN - Residential Neighborhood and consists of a 10-acre vacant residential property. The subject does not have known road access (i.e. landlocked) and is located about 660 feet north of Hoosier Valley Road north of the Megan Lane intersection about 3.5 miles southeast of Chums Corner MI. The subject parcel consists of flat forested property and appears high and dry. Lastly the property is large enough to meet local zoning to build regulations (if accessible). Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Off Hoosier Valley Rd;	\$20500.00	
99073	<p><b>Parcel ID:</b> 03-116-017-10; <b>Legal Description:</b> Part of NE1/4 of the SE1/4 described as commencing 790' South and 1300' West of NE corner of said NE1/4 of SE1/4 South 25' East 110' North 25' West 110' to point of beginning <b>Comments:</b> The subject property is zoned BR " Boardman River and consists of a 0.06-acre vacant residential property. The subject does not have road access (i.e. landlocked) and is located west of Arbutus Hill Road south of the Hobbs Highway intersection about 4.5 miles north of Kingsley MI. The subject parcel consists of forested property and appears marshy. The subject does NOT meet local zoning to build regulations. Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Off Arbutus Hill Rd;	\$450.00	

99074	<p><b>Parcel ID:</b> Part of 03-117-007-00; <b>Legal Description:</b> NW 1/4 of the SW 1/4 lying northerly of the centerline of River Road <b>Comments:</b> The property is zoned BR Boardman River and consists of a 24.5-acre vacant residential property. The subject has road access on the north side of River Road west of the Garfield Road intersection about 6 miles north of Kingsley MI. The subject parcel consists of steeply sloped wooded property and has an open water marsh in the southwest corner near River Road. The northeast part of the property was recently cleared of timber. There is a two-track entering the property from River Road in the SE corner supplying access up the hillside (very steep) to the northern part of the property. The Boardman River is located across River Road to the south and is accessible through the State of MI access. Lastly the property is large enough to met local zoning to build regulations. The rise here is substantial. The parcel runs uphill about 150 feet in a distance of 450 feet .... which is more than a 30% slope. There is a two track that enters the parcel from River Road immediately east of the guardrail that accesses the lower portion of the lands and the marshy area. Be cautious if you drive to end of this, as the only "place to turn around" is deceiving, and you'll need a tow truck if you venture into it. A powerline marks the west boundary of the parcel. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	River Rd;	\$92000.00	
99075	<p><b>Parcel ID:</b> 03-117-029-00; <b>Legal Description:</b> SW1/4 of the SE1/4 <b>Comments:</b> The subject property is zoned BR Boardman River and consists of a 40-acre vacant residential property. The subject does not have road access and is located south of River Road west of the Garfield Road intersection about 5.5 miles north of Kingsley MI. The property is for the most part a large cedar swamp. There is a railroad right-of-way (active) between the south boundary of the parcel and River Road. You would need to negotiate a right of way for a driveway in with the railway. There is such an access trail on the property adjacent to the west, so you might also be able to negotiate access over their trail and then east into this property after crossing the tracks. It is unlikely that this property "percs", so construction here may be limited to rustic camping uses. You may wish to check with the local zoning folks about what is allowed. We would consider this "recreational" property. Wetland Indicators; Dnr Min; Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Off) E River Rd, Traverse City;	\$66000.00	
99076	<p><b>Parcel ID:</b> 03-102-069-00; <b>Legal Description:</b> Lot 10 sec 2 excluding the E 1000 ft thereof <b>Comments:</b> The subject property is zoned LA Lakes Area District and has about 170 feet of frontage on Spider Lake. The property is located northwest of Moon Light Bay Trail north of the Harolds Road intersection about 7.5 miles north of Kingsley MI. The subject parcel does not have any improved road access presently, and the legality of access is unclear but should not be presumed. The topography of the subject consists of a steep wooded bluff with sandy soils. The property alone does not meet local zoning to build regulations which require almost 1 acre in size and a width of 150 ft. Parcel is about 2/3rds of an acre. However you may wish to check with the zoning folks and see if a pre-existing "lot of record" can be built on under any local exemptions. The highest and best use for the property would be for an adjacent landowner to use the parcel for additional lake access and area (may improve their ability to build). There appear to be encroachments of playground equipment, a horseshoe pit and other items on this parcel. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Off Moon Light Bay Trail;	\$76000.00	
99077	<p><b>Parcel ID:</b> 04-033-010-00; <b>Legal Description:</b> That part of Southwest <math>\frac{1}{4}</math> of Northeast <math>\frac{1}{4}</math> commencing on East line thereof 294 feet <math>1\frac{1}{2}</math> inches North of Southeast corner of said Southwest <math>\frac{1}{4}</math> of Northeast <math>\frac{1}{4}</math> thence North <math>71^{\circ}47'</math> West 210 feet more or less to P.R.R. right of way thence Northeasterly along right of way line <math>129\frac{1}{2}</math> feet thence Southeasterly at right angles with right of way to East line of said Southwest <math>\frac{1}{4}</math> of Northeast <math>\frac{1}{4}</math> thence South to point of beginning. <b>Comments:</b> The subject property is zoned Residential and consists of a 0.58-acre vacant property. It has paved road access on the west side of Union Street about 5.5 miles southwest of Fife Lake MI. This is flat high and dry property. The property is just large enough to met local zoning to build regulations (i.e. Fife Lake Twp. requires 20000 sq ft. with a 100 ft. width). The western property line is an active railroad. A gravel drive (Lake Street) goes through the southern part of the property which crosses the railroad and supplies road access to private property on the west side of the tracks abutting Walton Marsh. Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Union St;	\$4000.00	

99078	<p><b>Parcel ID:</b> Part of 06-018-002-00; <b>Legal Description:</b> NW1/4 of the NE1/4</p> <p><b>Comments:</b> The subject property is zoned R2 - Residential and consists of a 40-acre vacant wooded property. The property has road access on Albrecht Road about 1/4 mile northwest of the Nessen Road intersection. Albrecht Road runs across the center of the property from SE to NW corner, and about 1/2 of the parcel is on each side of the road. About 7 miles southwest of Interlochen MI. The subject parcel consists of flat high and dry property. The property is large enough to met local zoning to build regulations (i.e. Grant Twp. requires 2.5 acres with a 200 ft. of road frontage). (per assessor new parcel # will be assigned after March 2022). Nicely wooded in variety of species, including a substantial number of mature oaks, maples, beech and other marketable timber. Albrecht Road is a paved, county maintained road and there is electric service. This is a really nice parcel with no ascertainable marsh or wet areas. Dnr Min; Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Albrecht Rd;	\$63000.00	
99079	<p><b>Parcel ID:</b> Part of 07-003-008-000; <b>Legal Description:</b> NW1/4 of the SE1/4</p> <p><b>Comments:</b> The subject property is zoned C10 Conservation (likely R5 Rural Residential if private) and consists of a 40-acre vacant wooded property. The property does not have improved "legal" road access, but there are primitive two tracks into the parcel from north and south that cross other private lands. US 31 &gt; Rogers Road &gt; Bass Lake Trail. The two track is known locally as Luhrs Trail). About 3.5 miles northeast of Interlochen MI. The subject parcel consists of flat to rolling relief and is mostly dry. The parcel is wet in areas of the center and southern part of the property. The property is large enough to met local zoning to build regulations if road accessible. (per assessor new parcel # will be assigned after sale). The forestry here is younger growth, with plenty of hardwoods in that mix. The two track bisects the property from SW to NE, with about half of the land on either side of the trail. Power is thousands of feet away. No Power In Area; Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Off) Bass Lake Trail;	\$51000.00	
99080	<p><b>Parcel ID:</b> Part of 07-019-008-00; <b>Legal Description:</b> N1/2 of the NW1/4 excluding railroad ROW</p> <p><b>Comments:</b> The subject property is zoned C10 Conservation (likely R2 Residential if private) and consists of a 70-acre vacant wooded property. The property has road access on both Betsie River and Riley Roads and is located about 2.5 miles west of Interlochen MI. The intersection of these two roads is bypassed by a drier road that cuts through the NW corner of the property. The subject parcel consists of flat to rolling relief and is mostly dry. The parcel is wet in the eastern part of the property and the NW corner. The property is large enough to met local zoning to build regulations. The DNR is retaining a strip of land adjacent to the south for potential parking for the trailhead. (per assessor new parcel # will be assigned after sale). The north part of the property has been timbered in the last few years, and the growth there now consists of young mixed varieties and evergreens as the primary mature growth. The southern portion is deeply vested in evergreens and brush. The Riley Road frontage is paved, and the Betsie River Road side (also the county line between Grand Traverse and Benzie) is a gravel road. Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Betsy River Rd, Riley Rd;	\$147000.00	
99081	<p><b>Parcel ID:</b> Part of 07-030-008-00; <b>Legal Description:</b> NE1/4 of the SE1/4</p> <p><b>Comments:</b> The subject property is zoned C10 Conservation (likely R5 Rural Residential if private) and consists of a 40-acre vacant wooded property. The property has road access on the west side of Bush Road and is located about 3.5 miles southwest of Interlochen MI. More specifically the property is located north of the Bluebird Court intersection on Bush Road. A small two-track enters the property from Bush Road (at the SE corner of the property) oriented toward the NW. This two-track is on the upland area in the center of the parcel and ends in a circle drive. The subject parcel consists of flat relief and is mostly dry but wet in areas. The parcel is wet in the SW corner and much of the eastern part near Bush Road (about 40% of the property has peat soils). The property is large enough to met local zoning to build regulations. (per assessor new parcel # will be assigned after sale). This would make a very nice secluded homesite or seasonal use recreation property! Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Bush Rd;	\$42000.00	

99082	<p><b>Parcel ID:</b> Part of 07-031-003-00; <b>Legal Description:</b> E1/2 of the SE1/4</p> <p><b>Comments:</b> **Update: We can only determine legal road access via Betsie Rd to the south of this parcel. Please read description for details.** The subject property is zoned C10 Conservation (likely R5 Rural Residential if private) and consists of an 80-acre vacant wooded property. The property has road access on Betsie River Rd along the southern boundary of the parcel about 4.5 miles southwest of Interlochen MI. More specifically the property is located at the NW corner of Betsie River and Bush Road (however, this property may not actually touch Bush Rd. The properties to the east own on both sides of Bush Rd, so a survey would need to be performed by the buyer to determine if any access along Bush Rd is available). Pinecone Rd along the western border of this parcel is a private road. Please do not use Pinecone Rd to access the property when conducting your own research. There are two two-tracks on the property. One parallels Betsie River Road along the south line and the other crosses the northern part of the property connecting Pinecone (private) and Bush Roads, and are powerline easements. The subject parcel consists of flat relief and is mostly dry (the top 1/10 of the property has wet peat soils). The property is large enough to meet local zoning to build regulations. (per assessor new parcel # will be assigned after sale). The northern part of the parcel could be considered marshy. The forestry here is mostly younger growth in mixed species, with some mature oaks, maples and evergreens seen. Located on the strip of land between Green and Bass Lakes, SW of Interlochen. This is a great piece of land for a compound or development! Dnr Aa;</p> <p><b>Summer Tax Due:</b> TBA</p>	Betsie River Rd, Bush Rd;	\$156000.00	
99083	<p><b>Parcel ID:</b> 12-035-007-00; <b>Legal Description:</b> NW1/4 of the NW1/4</p> <p><b>Comments:</b> The subject property is zoned Forest Residential and consists of a 40-acre vacant lightly wooded property. The property has road access on both Cedar Creek and Lake Roads about 3.5 miles north of Fife Lake MI. More specifically the property is located at the SE corner of the Cedar Creek and Lake Road intersection. There is a spur of Lake Road that enters the property to bypass a hill. This road entering the property appears to be being used more than Lake Road itself, which resembles an ATV trail at present. This meander in the road is not approved by the State of MI via an easement with the local county, and would become a private road if sold. The subject parcel consists of flat to steep relief and is dry (sandy soils). The property is large enough to meet local zoning to build regulations. The State of MI plans on retaining the mineral rights to the property. Recently the DNR has harvested timber in north-south oriented strips which was replanted afterward. There is still large timber on the subject between these harvested strips. The forestry here is predominantly evergreen. Dnr Aa; Dnr Min;</p> <p><b>Summer Tax Due:</b> TBA</p>	Cedar Creek Rd Lake Rd;	\$63000.00	



## Leelanau

Lot #	Lot Information	Address	Min. Bid	Sold For
3700	<p><b>Parcel ID:</b> 001-005-003-40; <b>Legal Description:</b> PRT NE 1/4 COM NE COR SD SEC TH S 00 DEG15' 51" E ALG E LN SD SEC 1534.38 FT TO POB TH S 00 DEG 15' 51" E CONT ALG SD E LN 377.03 FT TO C/L W PINE VIEW RD TH N 67 DEG 51' 54" W ALG SD C/L 249.93 FT TH N 00 DEG 15' 51" W PARALLEL WITH SD ESEC LN 377.03 FT TH S 67 DEG 51' 54" E PARALLEL WITH SD C/L 249.93 FT TO POB SEC 5 T29N R11W 2.16 A M/L.</p> <p><b>Comments:</b> Please note: The trailer is in very poor condition, and as such will need to be demolished/removed from the property as a condition of sale. In order to guarantee this, the buyer will be required to furnish a performance bond certificate or cash surety in order to purchase this lot. Please do not bid on this lot unless you are able to comply with the performance bond requirement. Purchaser will be required to furnish a personal guarantee and cash surety in the amount of \$20,000.00 (the "Surety") to ensure the demolition and remediation of the offered property to a safe and debris-free condition. Certified funds in the amount of the Surety shall be deposited with seller or its designee within 5 business days of the auction. If the Surety is not presented within 5 business days of the auction, the sale shall be canceled for non-performance without refund. Purchaser must present a plan to seller within 30 days of the auction which includes a cost estimate and timeline for the demolition of all structures located on the offered property by a licensed and insured contractor. Such plan must be approved by seller at seller's sole discretion prior to the commencement of demolition and remediation activities. Such demolition and remediation shall be completed within 90 days of the date of the auction. Demolition shall be considered complete upon certification of seller and at seller's sole discretion. The Surety shall be applied to the costs of demolition and remediation in accordance with the approved plan. Any costs incurred over and above the Surety are the sole responsibility of purchaser. Any Surety which remains after seller certifies the satisfactory completion of all demolition and remediation activities shall be returned to purchaser. If purchaser fails to comply with any of the terms and restrictions stated herein, they shall forfeit the Surety to seller. Seller has the unilateral right to accept, reject or require modification to the Surety prior to its acceptance by seller. Purchaser has NO RIGHT TO POSSESSION or entry upon the offered property until seller executes and records a deed conveying the offered property to purchaser. --- Corner parcel at Center Highway (CR 633) and S Pine View Drive. There is an old mobile and a garage on the property. The garage is in pretty tough condition. The mobile is dirty, and beyond repair. The interior is coated with a brown film .... perhaps from years of smoking? Fuel oil use? Hard to say, but she will need a thorough cleanout and scrubbing to really know the complete condition. Parcel has wet areas on the north end along Center Highway. There are numerous things in the yard to which we do not have title, and as such they are not included in the sale. Note: There is a birds nest in the wreath on the door. Momma wasn't too happy with us opening it. Personal Property; Mobile Home;</p> <p><b>Summer Tax Due:</b> \$689.36</p>	2581 S PINE VIEW RD SUTTONS BAY;	\$2872.56	

## Manistee

Lot #	Lot Information	Address	Min. Bid	Sold For
4000	<p><b>Parcel ID:</b> 02-008-225-11; <b>Legal Description:</b> PT NW 1/4, COM AT NW COR OF S 1/2 S 1/2 NW 1/4 NW 1/4, TH S 175 FT, TH E 300 FT, TH S 50 FT, TH S 89 DEG 22 MIN 41 SEC E 325 FT, TH N 225 FT, TH N 89 DEG 22 MIN 41 SEC W 625.09 FT ALG N LI OF S 1/2 S 1/2 NW 1/4 NW 1/4 TO POB. 2.76 A*/M/L. SEC 8 T23N R15W. <b>Comments:</b> Corner parcel at Linderman Road and Johnson Court. 2.76 acres. An area of newer, well kept homes. We marked the corner on Johnson Ct with pink survey tape. Rolling, mostly open land. A nice piece of dirt! Johnson Court is a private non-exclusive easement road. There is a recorded survey (2002-0661) indicating that these parcels have access from that road as well as Lindeman Road.</p> <p><b>Summer Tax Due:</b> \$806.29</p>	LINDERMAN RD BEAR LAKE;	\$4111.17	
4001	<p><b>Parcel ID:</b> 03-023-009-00; <b>Legal Description:</b> SE 1/4 OF SE FRL 1/4. 40 A. SEC 23 T22N R15W. <b>Comments:</b> We have two adjacent acreage parcels located near the Manistee River and west of Brethren off River Road. These parcels have been in a single family for decades, and other than a road cut into them, do not appear to have ever been improved. If there has been any logging done here, it has been years, as much of the growth here is very mature. Both parcels front on Hindman Road, and a common private road bisects the two and travels to the north line before heading west along the north line of the larger of the two. There are likely property owners to the north of these parcels that are using this road (which is a muddy mess in June as we write this) but we do not see any easements for that use in the documents in the recent chain of title. We would not travel back in here right now unless you have 4WD. The forestry here is varied, with some massive pines in that mix. THIS SALE IS ONLY FOR THE WEST, 40 ACRE PARCEL. The 20 acres to the east is being offered as parcel 4002.</p> <p><b>Summer Tax Due:</b> \$158.26</p>	HINDMAN RD BRETHREN;	\$2633.18	
4002	<p><b>Parcel ID:</b> 03-024-004-00; <b>Legal Description:</b> W 1/2 OF SW 1/4 OF SW FRL 1/4. 20 A. SEC 24 T22N R15W. <b>Comments:</b> We have two adjacent acreage parcels located near the Manistee River and west of Brethren off River Road. These parcels have been in a single family for decades, and other than a road cut into them, do not appear to have ever been improved. If there has been any logging done here, it has been years, as much of the growth here is very mature. Both parcels front on Hindman Road, and a common private road bisects the two and travels to the north line before heading west along the north line of the larger of the two. There are likely property owners to the north of these parcels that are using this road (which is a muddy mess in June as we write this) but we do not see any easements for that use in the documents in the recent chain of title. We would not travel back in here right now unless you have 4WD. The forestry here is varied, with some massive pines in that mix. THIS SALE IS ONLY FOR THE EAST, 20 ACRE PARCEL. The 40 acres to the east is being offered as parcel 4001.</p> <p><b>Summer Tax Due:</b> \$99.93</p>	HINDMAN RD BRETHREN;	\$1876.31	
4003	<p><b>Parcel ID:</b> 06-301-714-09; <b>Legal Description:</b> FILER CITY LOT 5 BLOCK 14. <b>Comments:</b> This parcel is in Filer City, not far from the PCA plant. It's only possible road access would be an unimproved platted street, if it has not been vacated. It sits to the rear of the home at 675 Hilty Street. The terrain is fairly steep, and it is wooded.</p> <p><b>Summer Tax Due:</b> \$23.37</p>	OFF STRONACH RD FILER CITY MI;	\$2175.02	
4005	<p><b>Parcel ID:</b> 10-261-705-03; <b>Legal Description:</b> DEER TRAIL SUBDIVISION LOT 40. <b>Comments:</b> Older roofover mobile home on a platted parcel just east of Dublin. It is still occupied as of the time of our visit in June, so we did not have the opportunity to view it in detail. It appears to be generally habitable, but there is accumulation in the yard that will need to be cleaned up. Occupied; Dnvi;</p> <p><b>Summer Tax Due:</b> \$81.09</p>	3833 JOSEPH ST WELLSTON;	\$1526.93	
4006	<p><b>Parcel ID:</b> 10-301-706-07; <b>Legal Description:</b> FISCHER SUBDIVISION LOT 49. <b>Comments:</b> 2/3rds of an acre located just east of Dublin. This subdivision community appears to be mostly used by campers and cottage dwellers. This particular lot has a power service and a hand driven well (condition unknown). There is an older camper on the parcel to which we do not have title, and it is not included in this sale. Personal Property;</p> <p><b>Summer Tax Due:</b> \$53.13</p>	3900 MAPLE DR WELLSTON;	\$1358.20	
4007	<p><b>Parcel ID:</b> 10-641-725-10; <b>Legal Description:</b> VILLAGE OF WELLSTON LOTS 12 &amp; 13 BLOCK 25. <b>Comments:</b> Double platted lot in Wellston. Marshland. Unlikely to support a septic system. Good pickup for a neighbor. Wetland Indicators;</p> <p><b>Summer Tax Due:</b> \$12.18</p>	2nd Street, Wellston;	\$756.54	

4008	<p><b>This lot is a "bundle" comprised of 3 parcels</b></p> <p>(1 of 3) <b>Parcel ID:</b> 10-642-706-01; <b>Legal Description:</b> FIRST ADD. TO VILL. OF WELLSTON LOT 1 BLOCK 6. <b>Comments:</b> We are offering three parcels near Cranberry Lake as one purchase Aprox. 2.9 Acres total. Two of the parcels are adjacent to each other, and the third just a few feet away. There is no improved road to these parcels... but there appear to be two tracks on private property nearby that come into the general area. The property to the south is owned by the township, and there *may* be unimproved platted streets unless they've been vacated that could be developed for access. These parcels are waterfront on Cranberry Lake ... but that at times more resembles a marsh than a lake.</p> <p>(2 of 3) <b>Parcel ID:</b> 10-642-706-02; <b>Legal Description:</b> FIRST ADD TO VILLAGE OF WELLSTON LOTS 2 &amp; 3 BLOCK 6.</p> <p>(3 of 3) <b>Parcel ID:</b> 10-642-706-07; <b>Legal Description:</b> FIRST ADD TO VILL OF WELLSTON LOTS 5 THRU 10 INCL &amp; LOTS 17 THRU 21 INCL BLOCK 6. <b>Summer Tax Due:</b> \$76.45</p>	(Off) 8th St, Wellston;  WELLSTON;  WELLSTON;	\$2860.92	
4011	<p><b>Parcel ID:</b> 10-643-719-11; <b>Legal Description:</b> SECOND ADD. TO VILL. OF WELLSTON LOTS 11 12 BLOCK 19. <b>Comments:</b> Older, 50's era, Vagabond mobile home on a nicely wooded lot in Wellston. Has been unused for some time and the power service has been dropped by the utility provider. The roof is good, but there has been infiltration through the windows that has caused some delamination in the wall paneling underneath. Overall this is a pretty solid little trailer for its age. 1BR 1BA. Propane gas forced air wall furnace. At the end of a cul-de-sac on a quiet road. Mobile Home; <b>Summer Tax Due:</b> \$76.96</p>	17450 SECOND ST WELLSTON;	\$1808.07	
4012	<p><b>Parcel ID:</b> 11-290-125-00; <b>Legal Description:</b> PORTAGE PARK ADDITION LOTS 6 TO 16 INCL. BLOCK 28. <b>Comments:</b> Very high water table in this area. Construction is unlikely as there is no part of this property that will "perk". Views of Portage Lake across the street. There is roughly 2 acres here between the two parcels. We have seen this section of the road completely submerged when water is high in the spring. Swamp Lot; <b>Summer Tax Due:</b> \$291.60</p>	W FAIRWAY ST ONEKAMA MI;	\$2221.21	
4013	<p><b>Parcel ID:</b> 11-290-126-00; <b>Legal Description:</b> PORTAGE PARK ADDITION LOT 17 BLOCK 28. <b>Comments:</b> Vacant Lot in Onekama <b>Summer Tax Due:</b> \$78.66</p>	W FAIRWAY ST ONEKAMA MI;	\$967.89	
4015	<p><b>Parcel ID:</b> 34-242-727-01; <b>Legal Description:</b> FIRST ADD. TO VILL. OF COPEMISH LOTS 1 &amp; 2 BLOCK 27. <b>Comments:</b> One story home in Copemish. Has been modernized with vinyl siding and a newer roof. We did notice a couple of roof shingles that have blown loose ... We did not have the opportunity to view it in detail because it was occupied at the time of our visit in June. Occupied; Personal Property; Dnvi; <b>Summer Tax Due:</b> \$228.96</p>	18495 WEST CLEON ST COPEMISH;	\$1487.09	

## Wexford

Lot #	Lot Information	Address	Min. Bid	Sold For
6400	<p><b>Parcel ID:</b> 10-087-00-045-00; <b>Legal Description:</b> LOT 67 POLLARDS SUB-DIV. OF PARTS OF BLOCKS E &amp; F OF COBBS &amp; MITCHELLS 2ND ADD, CITY OF CADILLAC</p> <p><b>Comments:</b> Parcels sits in the middle of a city block, and is surrounded by other privately owned parcels. There may be a platted road to this parcel, but it has never been built. It could also be vacated (abandoned) which could mean that it may have no legal access at all. As an added bonus, we believe the parcel may be marshlands. The surrounding parcels that we can see from the road show signs of being marshy. Might be a good buy for an adjacent property owner. Or a helicopter parking spot. Not many practical uses for this otherwise. Wetland Indicators;</p> <p><b>Summer Tax Due:</b> \$13.36</p>	No improved road access;	\$365.23	
6401	<p><b>Parcel ID:</b> 10-089-00-006-00; <b>Legal Description:</b> LOT 5, BLK 119 C K RUSSELLS SUB-DIV OF OUTLOT 14 CITY OF CADILLAC</p> <p><b>Comments:</b> Cute, clean and straight. 2BR 1BA house that has clearly been very well taken care of over the years. HOWEVER, there is noticeable deflection in both the front and rear foundation walls, most acutely the rear. These two are not the load bearing walls, but this is a significant issue that warrants disclosure. If you are buying it for personal use, you can deal with this as needed. But if you're looking for a "flip" house, this will come back on a future inspection report as a deal killer for conventional financing. This is a mid-century ranch and likely has hardwood floors under the carpet (we did not verify this ... just a hunch). Has been upgraded with an efficient modern furnace and newer 100a electrical service. 1.5 car detached garage. Good roof. This is a great little house other than the looming issue with the foundation. This will need to be dealt with at some point. The parking for this parcel is to the rear, and there is a shared driveway/alley access to the garage, to the north, that you need to hunt for. Car in the garage is not part of this sale. Foundation Issues; Personal Property;</p> <p><b>Summer Tax Due:</b> \$740.19</p>	312 WHALEY ST CADILLAC;	\$3155.02	
6402	<p><b>Parcel ID:</b> 10-090-00-029-00; <b>Legal Description:</b> LOT 1, BLK D SHADYSIDE PARK PLAT, CITY OF CADILLAC</p> <p><b>Comments:</b> Vacant homesiter in a great Cadillac neighborhood. Walking distance to Lake Cadillac. All municipal utilities and natural gas here. Intersection of Seneca Place and Chestnut Street. Nicely wooded. Check with the local zoning folks to be sure your use of the lot will meet zoning requirements.</p> <p><b>Summer Tax Due:</b> \$114.28</p>	230 SENECA PL CADILLAC;	\$950.71	
6403	<p><b>Parcel ID:</b> 2109-21-4207; <b>Legal Description:</b> BEG. AT INT OF W LINE OF THE E 1/2 OF W 1/2 OF SE 1/4 &amp; S LINE OF HWY M-115; TH SE'LY ALONG LINE OF HWY 125 FT; S 200 FT; NWLY PAR WITH HWY 125 FT; N 200 FT. TO BEG. --.43 A M/L-- CL. SEC. 21 T21N R9W - CAPS.</p> <p><b>Comments:</b> Itsy bitsy, teeny tiny cabinet just SE of Cadillac on M-115. Parcel is roughly 1/2 acre and is 125' on the road and 200' deep. There are wetlands indicators on adjacent properties, but we assume this has been filled as it seems firm. We did not see a well or evidence of a septic, but there IS a bathroom and kitchen so that is inferred. 100A electrical service is discombobulated, but still active. Natural gas to the building, but no signs of a heat source of any kind. One bedroom. Very spartan accommodation, We would consider this a shell to be restored. The roof is sketchy and needs replacement. 1BR 1BA Sev Not Accurate;</p> <p><b>Summer Tax Due:</b> \$29.91</p>	8570 E M-115 HWY CADILLAC;	\$1492.61	
6404	<p><b>Parcel ID:</b> 2110-11-3103; <b>Legal Description:</b> W 150 FT OF N 300 FT OF NE 1/4 OF SW 1/4 --1.03 A M/L-- CG. SEC. 11 T21N R10W -CAPS-</p> <p><b>Comments:</b> This one is a mess right now. It has been heavily vandalized, Nearly every window has been busted out from inside. This began life as a doublewide on a crawlspace. A detached garage was later built, and then the two connected. Much of the workmanship here has been amateur. Some sort of strange ducting system was used to conduct forced air heat between the two. The house has no remaining heat source of any kind. We did not locate the well here, but assume there is one. The original doublewide was 3BR 1BA. The garage has been converted into a couple of additional spaces that may have been used as bedrooms later on. This property needs to be stripped to studs and resurfaced, bring all new mechanical systems into use at the same time. The structure has a lot of potential in the right hands. Nice quiet setting west of Cadillac. Vandalism;</p> <p><b>Summer Tax Due:</b> \$690.78</p>	2181 S LAKE MITCHELL DR CADILLAC;	\$7240.63	

6405	<b>Parcel ID:</b> 2110-18-4108; <b>Legal Description:</b> PAR COM 30 RDS S OF NE COR OF SE 1/4 OF SEC. W 40 RDS; S 10 RDS; E 40 RDS; N 10 RDS TO POB --2.5 A.-- CG. SEC. 18 T21N R10W -CAPS- <b>Comments:</b> Smaller, park model sized mobile home. Situated on a 165' wide x 660' deep (2.5 acre) parcel in a quiet country setting. There is a good amount of "man stuff" debris here that will need to be removed if not claimed. There is some evidence that this property is still under the possession of the former owners, as we saw week-old mail in the mailbox, so we did not enter the structure for photos. Nice property if cleaned up in all likelihood. Personal Property; Drnvi; <b>Summer Tax Due:</b> \$216.49	8618 S 27 RD CADILLAC;	\$1863.82	
6407	<b>Parcel ID:</b> 2110-AP-085; <b>Legal Description:</b> PAR COM AT N CORNER COMMON TO LOTS 84 & 85: TH S 29D00'00" E 176.64 FT TO POB: TH N 89D16'06" W 123.16 FT; TH NE'LY ALONG S'LY LINE LOTS 83 & 84 TO SW COR LOT 85; TH SE'LY TO POB. PLAT OF ASPENDALE CG. SEC. 12 T21N R10W -CAPS- <b>Comments:</b> Parcel sits to the rear of the home at 5276 E M-55. Has no road access of any kind, either public or private. It's really only of use to an adjacent property owner. 2662 square feet. <b>Summer Tax Due:</b> \$13.01	(Behind) 5276 M-55 West;	\$363.70	
6408	<b>Parcel ID:</b> 2112-07-3104; <b>Legal Description:</b> THAT PART OF SW 1/4 LYING E OF CO RD & W OF HWY M-37 EXC N 350 FT. .15 A M/L SB. SEC. 7 T21N R12W -CAPS- <b>Comments:</b> Parcel runs along S 1 1/2 Road, but is irregular in shape. Probably too small to build on. Mostly of value to neighbors. Unbuildable Lands / Too Small; <b>Summer Tax Due:</b> \$3.15	S 1 1/2 Road;	\$312.74	
6409	<b>Parcel ID:</b> 2210-RV-21; <b>Legal Description:</b> LOT 21 RED'S VILLAGE SEL. SEC. 35 T22N R10W -CAPS- <b>Comments:</b> Marshlands parcel. There is no improved road to reach this parcel. <b>Summer Tax Due:</b> \$7.46	No improved road.;	\$344.23	
6410	<b>Parcel ID:</b> 2211-B-0703; <b>Legal Description:</b> LOT 3, BLK. 7 VILLAGE OF BOON BN. SEC. 23 T22N R11W -CAPS- <b>Comments:</b> Wooded lot in Boon on S Haskins Street. The assessor card for this property indicates that there is a 20'x40' agricultural building. We were unable to verify the condition or existence of the structure on this parcel. Please conduct your own research on this parcel prior to bidding. <b>Summer Tax Due:</b> \$49.00	S Haskins St, Boon.;	\$653.79	
6411	<b>Parcel ID:</b> 2212-CV4-42; <b>Legal Description:</b> LOT 42 CABERFAE VILLAGE #4 SL. SEC. 35 T22N R12W - CAPS <b>Comments:</b> Caberfae is a great golf and ski community on M-55, east of its intersection with M-37 and west of Cadillac. There is a small development of single family homes near the resort, and this parcel is located in that area. We suspect there are deeds restrictions and an active HOA here. So there may be association fees you'll want to investigate. Many of the homes here are second homes and seasonally used. Association Fees; <b>Summer Tax Due:</b> \$31.36	Fawn Drive, Harietta;	\$466.45	
6412	<b>Parcel ID:</b> 2309-CH-31; <b>Legal Description:</b> LOT 31 PLAT OF CADILLAC HILLS CC. SEC. 27 T23N R9W - MANTON <b>Comments:</b> May have been a "basement" house .... it's been deconstructed by someone perhaps with the thought of adding an upper floor (?). Progress has stalled and it's yours to finish now. We assume that there is a well and septic here, but did not ascertain their location or condition. Paved winding driveway leads to the home site toward the center of the 1.2 acre parcel. Sits about 20 feet above road grade. Has Satellite TV! Incomplete Construction; <b>Summer Tax Due:</b> \$183.48	1830 N MACKINAW TRL MANTON;	\$2827.11	
6413	<b>Parcel ID:</b> 2310-16-2202; <b>Legal Description:</b> S 10 RDS OF NW 1/4 OF NW 1/4 5 A. COL. SEC. 16 T23N R10W -MESICK- <b>Comments:</b> Newer doublewide in pretty decent condition overall. There is still personal property here that belongs to the last owners and is not included in the sale. Parcel fronts 165' on N 29 1/4 Road and runs 1320 feet deep. Land is open toward the front, and rises about 60 feet to the rear with one steeper incline about 1/2 way back. The exterior decks are weather-beaten and could use a freshen up. Inside is a little smelly, and we assume the fridge may still have some treats in it (we didn't look ... we've seen that movie before). 3BR 2BA. One car detached garage. Overall this would not take much work to make livable quickly as far as we can tell. Personal Property; Mobile Home; <b>Summer Tax Due:</b> \$321.62	3749 N 29 1/4 RD MESICK;	\$4154.86	

6414	<p><b>Parcel ID:</b> 2312-12-4305; <b>Legal Description:</b> A PAR COM 626.25 FT E OF SW COR OF SW 1/4 OF SE 1/4: E 208.75 FT; N 208.75 FT W 208.75 FT; S TO BEG. 1 A M/L SP. SEC. 12 T23N R12W -MESICK- <b>Comments:</b> Roof over mobile with a wood frame addition and a concrete block, one car attached garage. Has been vandalized and is open to the elements. This is still a fairly solid shell but will need a resurfacing. We didn't crawl up inside it to check every room, but it appears that there are minimal (if any) roof issues and there isn't much debris here. Sits on a one acre parcel on a quiet country road south of Mesick behind a privacy fence. We did not locate the well or septic while here, but we assume they're out in the grass somewhere. One square acre 208.75' x 208.75'</p> <p><b>Summer Tax Due:</b> \$142.92</p>	6334 W 18 RD MESICK;	\$1205.27	
6415	<p><b>Parcel ID:</b> 2312-22-2204; <b>Legal Description:</b> THAT PART OF NW 1/4 LYING NW OF AA RR R/W &amp; W OF N'LY &amp; S'LY HWY EXC N 160 FT .22 A M/L SP. SEC. 22 T23N R12W -MESICK- <b>Comments:</b> This is a tiny, triangular sliver of land located on North 7 Road ... west of Mesick and north of M-37. It is less than 2000 square feet and really only of any practical use to a neighboring property owner. Teeny tiny, itsy bitsy. Unbuildable Lands / Too Small;</p> <p><b>Summer Tax Due:</b> \$5.69</p>	North 7 Road, Mesick;	\$360.76	
6418	<p><b>Parcel ID:</b> MN-M-DV-040; <b>Legal Description:</b> LOT 40 EXC W 46 FT OF N 33.6 FT. EXC S 16.4 FT OF W 44 FT THEREOF. MANTON DEVELOPMENT ASSOCIATION ADDITION CITY OF MANTON <b>Comments:</b> Small wood frame home in Manton. Has been vacant a few years, and there has been some vandalism. The basement is damp, and there is some deterioration of the front foundation wall that is not severe, but should be addressed. Roof is newer. This is a Biltmore design, with the original home being added on to at front left, then it appears that an attached one car garage was converted to yet another bedroom. So the layout is funky and the whole place needs a facelift and redesign. Has a drive-under garage and a one story roof over that that shows daylight in places. Overall, this one will need some work, but has good bones. You should take immediate steps to dehumidify and clean the basement. Very overgrown and difficult to assess completely for that reason. 2BA 1BA. Mold issues. Has been vacant perhaps 5 years (?) Vandalism; Mold;</p> <p><b>Summer Tax Due:</b> \$1,082.69</p>	103 E ELMORE ST MANTON;	\$7363.54	
6419	<p><b>Parcel ID:</b> MN-RODNB-21; <b>Legal Description:</b> LOT 21 &amp; THAT PART OF OUTLOT "B" LYING NORTH THEREOF RODENBAUGH'S ADDITION CITY OF MANTON <b>Comments:</b> Roofover mobile was still occupied when we visited in mid-June, limiting our ability to inspect the property. This is an older unit in a neighborhood that is mostly mobiles, north of Manton. Wood frame addition to the rear-side and a 2 car garage. A healthy amount of "man stuff" in the yard and garage. There is natural gas and municipal water to this location. Personal Property; Occupied; Drvi;</p> <p><b>Summer Tax Due:</b> \$412.54</p>	405 ROBERTS ST MANTON;	\$3322.82	



# 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	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <b>PIN.</b> 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.		8. Buyer's (Transferee) Name and Mailing Address	
		9. Buyer's (Transferee) Telephone Number	

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

10. Type of Transfer. <b>Transfers</b> 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.