

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 438032
2047 Tom Dittmer

Date Printed: May 28, 2009

1. Commitment Date: April 28, 2009 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$1,000.00

Proposed Insured:
To be determined

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06) Without General Exceptions	\$0.00

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Marjorie Anderson

4. The land referred to in this Commitment, situated in the County of Bay, City of Bay City, State of Michigan, is described as follows:

Unit(s) 11 of BREAKER COVE, a CONDOMINIUM according to the Master Deed thereof recorded in Liber/Instrument No. 1540, Page 203 of Bay County Records, and designated as Bay County Condominium Subdivision Plan No. 32 , and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, last amended by amendment recorded in Liber/Instrument No. , Page and as described in Act 59 of the Public Acts of MI of 1978, as amended.

321 Breaker Cove Bay City MI 48708



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(989)835-6781 or fax to (866)540-5612
1515 Commerce Ct., Midland, MI 48642

Schedule B – Section I REQUIREMENTS

Commitment No.: 438032

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. WARRANTY DEED FROM MARJORIE ANDERSON TO TO BE DETERMINED.
2. DISCHARGE(S) OF THE MORTGAGE(S) EXCEPTED ON SCHEDULE B - SECTION II.

Schedule B – Section II EXCEPTIONS

Commitment No.: 438032

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Lien for outstanding water or sewer charges, if any.
2. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
3. Easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 1540, page 203, Bay County Records.
The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended.
4. Covenants and restrictions as defined in proposed Amendment to the Bay City Master Plan for the Columbus Avenue Riverfront, dated November 22, 1995 and recorded July 17, 1996 in Liber 1461, Pages 47-71..
5. Easement granted to Consumers Power Company of record in Liber 900, page 126; Liber 523, page 457; Liber 913, page 691, and Liber 605, Page 644.
6. Terms and conditions of Restrictive Covenant recorded June 15, 1998 in Liber 1536, page 392..
7. Declaration of Restrictive Covenants dated June 15, 1998, recorded June 15, 1998 in Liber 1536, Page 397.
8. Archeological Preservation Plan dated June 15, 1998, recorded June 15, 1998 in Liber 1536, page 437.
9. Terms and conditions of agreement for utilities, restrictive covenants, easements, use restrictions and reservations as described in Deed dated June 15, 1998, reocrded June 15, 1998 in Liber 1536, Page 444.
10. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
11. Mortgage in the original amount of \$50,000.00 executed by Marjorie Anderson, a single woman to National City Bank, dated January 4, 2006, recorded January 17, 2006, in Liber 2404, page 315.
12. Riparian rights are neither guaranteed nor insured.
13. Terms and conditions of Planned Unit Development recorded June 15, 1998 in Liber 1536, Page 449.

14. All Taxes paid to and including 2008
2008 Summer taxes are PAID in the amount of \$2,725.76
2008 Winter taxes are PAID in the amount of \$341.68
Tax Item No. 160-028-152-013-00

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.



First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**
1515 Commerce Ct.
Midland, Michigan 48642
Ph: (989)835-6781 or Fax to: (866)540-5612

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to First American Title Insurance Company . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

What Information Do We Disclose

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

AFFILIATES

Our affiliates are the family of companies controlled by First American Title Insurance Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by First American Title Insurance Company or not under common control with another company.

Service Providers, Contractors

Any service providers or contractors used by First American Title Insurance Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by First American Title Insurance Company .

Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

FIRST AMERICAN TITLE INSURANCE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

The Confidentiality and Security of Your Nonpublic Personal Information

First American Title Insurance Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling our Office at 1-800-848-5375. Please provide your name, address including city and state of the property and our file number.