
 First American Title™	Commitment for Title Insurance
	ISSUED BY  Complete Title Services of SE MI LLC
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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 180 days 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President




Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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 or 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.
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 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 may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*

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Schedule A	

File No.: **26353**

1. Commitment Date: **July 24, 2015**

2. Policy (or Policies) to be issued: Policy Amount

- a. ALTA Owner’s Policy of Title Insurance (6-17-06) \$
- ALTA Homeowner’s Policy of Title Insurance EAGLE (2-3-10)

Proposed Insured:

- b. ALTA Loan Policy of Title Insurance (6-17-06) \$
- ALTA Expanded Coverage Residential Loan Policy EAGLE (7-26-10)

Proposed Insured:

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

CEM Wildcat, L.L.C., a Michigan limited liability company

4. The land referred to in this Commitment is described as follows:

See Schedule A (Continued) attached hereto and made a part hereof.

By.



Frank Buttigieg, General Manager

(This Schedule A valid only when Schedule B is attached)



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Schedule A (Continued)	

File No.: **26353**

The Land referred to herein below is situated in the **City of Livonia**, County of **Wayne**, State of **Michigan**, and is described as follows:

A parcel of and being a part of the Southwest one-quarter of Section 26, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan being more particularly described as follows: Commencing at the Southwest corner of said section; thence East along the South line of said section 310.00 feet; thence North 00 degrees 25 minutes 29 seconds West 60.00 feet to the point at beginning said point being on the North Right-of-Way line of Plymouth Road (having a 170 foot Right-of-Way) of parcel herein described; thence North 00 degrees 25 minutes 29 seconds West 287.17 feet, thence South 89 degrees 52 minutes 30 seconds East 740.00 feet; thence South 00 degrees 75 minutes 30 seconds East 285.55 feet to the North Right-of-Way line of Plymouth Road (having a Right-of-Way of 120 feet); thence West along said North Right-of-Way line 739.93 feet to the point of beginning.

{END OF LEGAL}

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Schedule BI	

File No.: **26353**

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
4. Pay unpaid taxes and assessments unless shown as paid.
5. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
 - a) **Submit proper evidence that the tax legal description has been corrected to conform with the description set forth on this commitment and that the City Assessor's Office has filed an affidavit of correction with the Wayne County Equalization Department and the Wayne County Treasurer's Office.**
 - b) **Discharge(s) of the Mortgage(s) excepted on Schedule BI. In the event any lien to be paid, satisfied and released of record is an Equity Line or Future Advance Mortgage, we require a written payoff request authorized and signed by the Mortgagor to the Lender requesting the payoff amount and instructing the Lender, upon receipt of the request, to freeze the account, make no further advances and to record a Discharge of Mortgage upon receipt of payoff funds. Prior to or at closing, submit an Affidavit by seller attesting that seller has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.**
 - c) **Discharge(s) of Assignment(s) excepted on Schedule BI.**
 - d) **Submit a copy of the operating agreement of CEM Wildcat, L.L.C., a Michigan limited liability company. Further requirements may be made upon review of the operating agreement.**
 - e) **Provide satisfactory evidence of the authority of the person or persons authorized to execute the Deed on behalf of CEM Wildcat, L.L.C., a Michigan limited liability company.**
 - f) **Warranty Deed from CEM Wildcat, L.L.C., a Michigan limited liability company to the party to be insured.**
 - g) **If subject property is connected to public-owned utilities, we should be furnished a copy of the current bill(s) showing that all charges have been paid to date, or the Owner's Policy to be issued will include the following exception on Schedule B: "Unpaid public-owned utility charges".**

Pay unpaid taxes and assessments unless shown as paid:

2014 Winter Taxes in the amount of \$31,234.50 are PAID.

2015 Summer Taxes in the amount of \$35,241.17 are UNPAID.

Tax Parcel Identification:

Property Address: 31100 Plymouth

Tax Parcel No.: 46-103-99-0021-000

2015 State Equalized Value \$1,362,400.00

2015 Taxable Value: \$1,110,120.00

Principal Residence Exemption: 0.00%

Special Assessment: None

The amounts shown as unpaid do not include collection fees, penalties or interest.



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Schedule BII

File No.: **26353**

EXCEPTIONS

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:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. **Interest of Jane G. Kellman, as evidenced by instrument recorded in Liber 17701, page 542 and Liber 17689, page 122.**
7. **Mortgage in the original amount of \$37,190,012.00 executed by HG Properties A, L.P., a Delaware limited partnership to Salomon Brothers Realty Corp., a New York corporation, dated October 13, 1995, recorded October 27, 1995, in Liber 28363, page 692. Mortgage Modification Agreement dated October 15, 1997, recorded December 8, 1997, in Liber 29734, page 205, Partial Release recorded in Liber 29696, page 38.**
8. **Mortgage in the original amount of \$3,000,000.00 executed by CEM Wildcat, L.L.C., a Michigan Limited Liability Company to The Bank of Northern Michigan, dated March 31, 2010, recorded June 24, 2010, in Liber 48619, page 1435.**
9. **Assignment of Rents from CEM Wildcat, L.L.C., a Michigan Limited Liability Company to The Bank of Northern Michigan, dated March 31, 2010, recorded June 24, 2010, in Liber 48619, page 1425.**
10. Highway Easement Release in favor of State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12530, page 651, Liber 12530, page 653, Liber 12530, page 655 and Liber 12530, page 657.
11. Easement in favor of Board of County Road Commissioners of the County of Wayne and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 15514, page 472 and Liber 15574, page 206.
12. Terms and Conditions contained in Warranty Deed as disclosed by instrument recorded in Liber 17701, page 542.
13. Underground Easement Right of Way in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 50445, page 78.
14. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
15. Rights of tenants, if any, under any unrecorded leases.

16. Loss or damage arising out of any discrepancy between the legal description of the property as insured and the legal description of the property as assessed on the Wayne County tax rolls.

{END OF EXCEPTIONS }