

# Public Land Auction

Montcalm / Ionia

September 11th, 2019

Ionia and Montcalm Counties



***Location:***

Steele Street Hall  
115 S Steele St, Ionia, MI 48846

***Time:***

Registration: 11:30am  
Auction: 12:00pm

*Printed information is subject to change up to the auction start time. Please listen to the auctioneer closely for updates.*

# Auction Location

Steele Street Hall: 115 S Steele St, Ionia, MI 48846





[Facebook.com/TaxSaleInfo](https://www.facebook.com/TaxSaleInfo)

There are three ways to bid at our auctions:

**IN-PERSON AT THE AUCTION**

**ONLINE VIA OUR WEBSITE**

**PROXY/ABSENTEE BID**

(Absentee bids are for those who cannot attend in-person or bid online)

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

- **Photos** and detailed descriptions of properties (where available)
- **Faster check-in/out** with pre-registration online
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Earth links** to satellite images of the area, and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list

We only have about 90 days to review several thousand parcels. We begin about May 1, and add data as we get to each parcel. Please be patient and **check back often as the auction date approaches** for updates. Parcels are sold "as is" based on the assessed legal description only. All other information in this salebook or listed on our website, though reliable to the best of our knowledge, is provided as unverified reference and is not guaranteed to be accurate. You should verify this information with your own research and investigation prior to bidding.

**SAVE TIME AT THE AUCTION**

**PRE-REGISTER TODAY AT [TAX-SALE.INFO](https://www.tax-sale.info)**

## Visiting and viewing property BEFORE auction:

The auction list being furnished is of property that **MAY** be offered. *Many parcels on early lists do not actually proceed to the auction for a variety of reasons.* PLEASE FOLLOW PROPERTIES YOU ARE INTERESTED IN ON THE WEBSITE. They may be removed from the list, which is updated *daily* on the website if the status is changed. If you do not use the internet, please verify current status with the Treasurer's office regularly.

**You are NOT AUTHORIZED to enter any buildings**, even if they are unlocked or open to access. Entering into a tax auction property to "see it" is **breaking and entering. It is a criminal offense.** Please limit your review to looking through the windows and other external inspection. We will post exterior and interior photos, and provide other commentary as available.

Entering properties (even vacant land) can be dangerous because of condition. **You assume all liability for injuries and other damage** if you go onto these lands.

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

Some properties still contain the **personal property** of former owners (vehicles, furnishings, appliances etc). These items are **NOT SOLD** at our auction. We are only selling the **REAL ESTATE (land)** and whatever is **attached** to it (land, buildings and fixtures).

- **You are NOT AUTHORIZED to remove ANY "personal" property, "scrap" metal or fixtures from auction parcels. This is THEFT AND WILL BE PROSECUTED.** We often ask neighbors to watch property for theft and vandalism and report this to local police. ***You have been warned...***
- **PROPERTY IS SOLD "AS IS" IN EVERY RESPECT.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records.
- **THERE ARE NO REFUNDS AND NO SALE CANCELLATIONS AT BUYERS OPTION.**
- **INFORMATION OFFERED ON THE WEBSITE OR IN THE SALE BOOK IS DEEMED RELIABLE BUT IS NOT GUARANTEED.** We suggest reviewing the records of the local ASSESSORS office to be sure that what we are selling is what you think it is. ***We sell by the LEGAL DESCRIPTION ONLY.***
- **YOU SHOULD CONSIDER OBTAINING PROFESSIONAL ASSISTANCE** from land surveyors, property inspection companies or others if you have questions about property attributes.

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

## **PAYING FOR YOUR AUCTION PURCHASES**

- **The full purchase price must be paid in full on the day of the sale, within half an hour of the end of the Auction.** No purchases can be made on a time-payment plan.
- **NO CASH** will be accepted.
- If the total purchase price is **less than \$1,000.00**, full payment may be made by certified check, personal/business check, money order, Visa, MasterCard, or Discover.
- If the total purchase price is **greater than \$1,000.00**, a portion of the total purchase price must be paid by **certified funds** as follows:
- If the total purchase price is **greater than \$1,000.00 but less than \$50,000.00**, **the first \$1000.00 must be paid in certified funds.**
- If the total purchase price is **\$50,000.00 or greater**, **the first \$5,000.00 must be paid in certified funds.**
- **Any remaining balance** beyond the required certified funds may be paid by certified check, personal/business check, money order, Visa, MasterCard, or Discover.

### **Online bidding**

- **The full purchase price must be paid in full WITHIN 5 DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
- Online and absentee bidding require a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card or a \$1,000 certified funds deposit before any bids will be accepted. Buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.
  - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

### **Absentee bidding**

If you do not have internet access, **you can submit an absentee bid by Email or Fax.** You will also need to pre-authorize a \$1000 deposit on a major credit card. Contact the auction manager at 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).*

### **On-site bidding**

The doors open **ONE HOUR** before the stated auction time at all of our locations. *Please do not arrive earlier than this, as it delays our setup of the sale.*

## 2019 AUCTION SCHEDULE - ROUND 1

<b>Diamond Lake Home</b> 7/30/2019 Cassopolis, MI	<b>Northeastern LP</b> 8/1/2019 Alpena, MI	<b>Northern Bay Area</b> 8/2/2019 East Tawas, MI
<b>Eastern U.P.</b> 8/8/2019 Sault Ste. Marie, MI	<b>Central U.P.</b> 8/9/2019 Marquette, MI	<b>Western U.P.</b> 8/10/2019 Watersmeet, MI
<b>North Central L.P.</b> 8/12/2019 Gaylord, MI	<b>West Central Lakeshore</b> 8/13/2019 Manistee, MI	<b>Wexford/Missaukee/Kalkaska</b> 8/14/2019 Cadillac, MI
<b>Clare / Gladwin</b> 8/15/2019 Clare, MI	<b>Lake</b> 8/16/2019 Baldwin, MI	<b>Mecosta / Osceola</b> 8/17/2019 Big Rapids, MI
<b>North Western L.P.</b> 8/20/2019 Boyne Falls, MI	<b>Bay / Tuscola</b> 8/21/2019 Bay City, MI	<b>Saint Clair</b> 8/22/2019 Port Huron, MI
<b>Monroe</b> 8/23/2019 Monroe, MI	<b>Kalamazoo / Barry</b> 8/26/2019 Kalamazoo, MI	<b>Calhoun</b> 8/27/2019 Battle Creek, MI
<b>Jackson</b> 8/28/2019 Jackson, MI	<b>Saint Joseph/Branch</b> 8/29/2019 Coldwater, MI	<b>Van Buren / Cass</b> 8/30/2019 Decatur, MI
<b>Central L.P.</b> 9/4/2019 Owosso, MI	<b>Saginaw</b> 9/5/2019 Frankenmuth, MI	<b>Genesee</b> 9/6/2019 Flint, MI
<b>Allegan / Ottawa</b> 9/7/2019 West Olive, MI	<b>Kent</b> 9/9/2019 Grand Rapids, MI	<b>Muskegon</b> 9/10/2019 Muskegon, MI
<b>Montcalm / Ionia</b> 9/11/2019 Ionia, MI	<b>Lapeer</b> 9/12/2019 Lapeer, MI	

# Rules and Regulations

## 1. Registration

Registration will begin 30 minutes before the stated start time unless otherwise noted. No bids will be accepted unless the bidder has registered and received a pre-numbered bid card. A Driver's license, passport, or other state issued I.D. must be presented in order to receive a bid card.

## 2. Properties Offered

### A. Overview

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

Unless otherwise noted, the "Seller" is the County Treasurer, acting as the "FGU".

The 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 HIS OR HER OWN RESEARCH** as to the suitability of any offered property for any intended purpose. The FGU makes no warranty, guaranty or representation 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.

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 FGU, deeds issued may contain the following reservations and stipulations:

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

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

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

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

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

### 3. Bidding

#### A. Overview

Generally, each sale unit will be offered separately and in the order appearing on the attached list. Sales are typically conducted both online and live on-site, simultaneously. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid by either method. Typically, the auctioneer will make available a list of parcels prior-to-sale and will provide an opportunity for on-site bidders to designate "parcels of interest" prior to the start of the sale. The auctioneer may skip over those parcels upon which no party has placed an online bid or designated as a parcel of interest prior to the start of the sale. **Parcels that do not have online bids and that have not been designated as parcels of interest prior to the start of the sale and in the manner prescribed by the auctioneer are not guaranteed to be offered.** The auctioneer, in their sole discretion, may offer a second request round of unsold parcels after the first round of bidding has been completed at the minimum bid sale only. Such second request round will be available to those online and on-site bidders as may be in attendance at that time.

#### B. Starting Bid Price

The starting bid prices are shown on the list included in the sale book. At auctions with a minimum bid, no sales can be made for less than the starting price indicated. The starting bid for no-minimum-bid sales will be at the discretion of the FGU or auctioneer.

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

Floor bidders MUST bid in the same increments as online and absentee bidders. **We will not accept irregular bid increments** in fairness to online and absentee bidders.

#### D. Eligible Bidders

Any person who meets the following requirements may register as a bidder and receive a pre-numbered bid card:

- The person does not directly or indirectly hold more than a *de minimus* legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 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 FGU from participation in the public sale.

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

#### E. Absentee Bidding

Absentee bids will be accepted in increments up to the amount that you pre-approve. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470. An absentee bid form is also available on [www.tax-sale.info](http://www.tax-sale.info). Additionally, absentee bids may be submitted up until one hour before the sale if submitted online.

#### F. Online Bidding

On-line bidding will be available on the day of the auction at [www.tax-sale.info](http://www.tax-sale.info).

#### G. Bids are Binding

An oral bid accepted at public auction is a legal and binding contract to purchase. No sealed bids will be accepted and the FGU reserves the right to reject any or all bids.

#### H. Limitations on Bidding

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

#### I. Attempts to Bypass These Rules and Regulations

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



## 4. Terms of Sale

### A. Payment

- **Live On-Site Bidders**
  - **The full purchase price must be paid in full on the day of the sale, within half an hour of the end of the Auction.** No purchases can be made on a time-payment plan.
  - **NO CASH** will be accepted.
  - If the total purchase price is **less than \$1,000.00**, full payment may be made by certified check, personal check, money order, Visa, MasterCard, or Discover.
  - If the total purchase price is **greater than \$1,000.00**, a portion of the total purchase price must be paid by **certified funds** as follows:
    - If the total purchase price is **greater than \$1,000.00 but less than \$50,000.00**, **the first \$1,000.00 must be paid in certified funds.**
    - If the total purchase price is **\$50,000.00 or greater**, **the first \$5,000.00 must be paid in certified funds.**
  - **Any remaining balance** beyond the required certified funds may be paid by certified check, personal check, money order, Visa, MasterCard, or Discover.
- **Online & Absentee Bidders**
  - **The full purchase price must be paid in full WITHIN 5 DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
  - Online and absentee bidding require a \$1,000 pre-authorization on a Visa, MasterCard, or Discover credit card or a \$1,000 deposit before any bids will be accepted. Buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.

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

### B. Refund Checks

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

### C. Dishonored Payment

A buyer whose payment is dishonored for any reason will forfeit any purchase price paid as follows:

- A buyer whose total purchase price was less than \$1,000.00 will forfeit any portion of the total purchase price tendered and not dishonored including any credit card chargebacks which are successfully reversed by Seller.
- A buyer whose total purchase price was greater than \$1,000.00 will forfeit that portion of their total purchase price which was required to be tendered in certified funds as required by part 4A above.

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

Any buyer who fails to consummate a purchase will be banned from bidding at all future land auctions. The venue for litigation or arbitration resulting from any disputes or matters involving or arising out of bidding or purchases, whether online or on-site, shall be fixed as Kalamazoo County in the State of Michigan.

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

### D. Eligible Buyers

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

- i. The party does not directly or indirectly hold more than a *de minimus* legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4I of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4I, in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.

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

The FGU **will not issue a deed** and the sale will be canceled if the buyer did not meet the above requirements at the time their 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 **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. Furthermore, the FGU may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

#### **E. Sale to Entities**

In order to ensure that individuals do not utilize legal entities to circumvent the sale and ownership restrictions contained in MCL 211.78m(2), the FGU will only sell property to legal entities under certain circumstances. Any buyer desiring to deed a purchased property to a legal entity must disclose the name and address of all officers, shareholders, partners, members, or other parties, regardless of title, who own 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**

The FGU reserves the right **TO CANCEL ANY SALE, AT ANY TIME, FOR ANY REASON** prior to the issuance of the deed.

#### **G. Property Transfer Affidavit**

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

### **5. Purchase Receipts**

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

### **6. Title Being Conveyed**

Quit-claim deeds will be issued conveying **only such title as received by the FGU through tax foreclosure**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The FGU makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the FGU**. The purchaser 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 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 receives a deed, no activities should be conducted on the site other than:

##### ***I. Securing the Property***

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

##### ***II. Assessing Potential Contamination***

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at [http://www.michigan.gov/deq/0,4561,7-135-3311\\_4109\\_4212---,00.html](http://www.michigan.gov/deq/0,4561,7-135-3311_4109_4212---,00.html)

## B. Occupied Property

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

## 9. Conditions

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

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

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

## 10. Deeds

### A. Deed Execution and Delivery

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

### B. Restrictive Covenants

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

## 11. Property Taxes & Other Fees

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

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

## 12. Other

### A. Personal Property

Personal property (*items not attached to buildings and lands such as furnishings, automobiles, etc.*) located on offered property or within structures situated on offered property was not taxed as part of the real estate, does not belong to the FGU, and is not sold to the buyer of the real estate in this transaction. You are advised to contact former owners of any purchased property and provide them an opportunity to reclaim contents. A certified and first class mail notice to their last known address is strongly advised. It is your responsibility to identify and properly handle items of personal property. Seller makes 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 under the heading "Additional Terms and Conditions" on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. In some cases, the auctioneer is required to relate certain information orally on the day of sale when it is not possible to include such information in the printed sale booklets or in these Rules and Regulations ("**Oral Terms**"). In such a situation, the auctioneer will clearly state that they are relating an additional condition of sale which either has not been previously printed or which modifies some portion of these Rules and Regulations. If the auctioneer makes such a specific announcement, the Oral Terms shall take precedence over these Rules and Regulations where applicable. Finally, additional conditions are included on the printed auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, Oral Terms, 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: Oral Terms, Additional Terms, Terms of Sale, Rules and Regulations.

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

**NOTE: Please review the terms at the top of each online catalog and the addendum pages in the printable sale books for county-specific purchase terms. Failure to follow the specific rules posted for each county could result in a cancellation of the sale and the retention of part or all of the purchase proceeds by the FGU.**

# Ionia

Lot #	Lot Information	Address	Min. Bid	Sold For
2800	<b>Parcel ID:</b> 011-025-000-015-00; <b>Legal Description:</b> BEG 568.5FT W OF NE COR OF SEC 25, TH S 214.5FT, E 101.5FT, N 214.5FT, W 101.5FT TO POB. SEC 25-6-7 BERLIN TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> apx 1000' west of M 66 , Lightly wooded <b>Summer Tax Due:</b> \$46.43	W GRAND RIVER AVE IONIA;	\$2,100	
2801	<b>Parcel ID:</b> 020-003-000-100-00; <b>Legal Description:</b> W 165 FT OF W 1/2 OF SE 1/4 OF SW 1/4 LYING S OF M-21. SEC 3 6-8 BOSTON TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> 2.5 acres Occupied; Mobile Home; <b>Summer Tax Due:</b> \$215.64	8721 W BLUEWATER HWY SARANAC;	\$7,300	
2802	<b>Parcel ID:</b> 020-014-000-080-02; <b>Legal Description:</b> PT SW 1/4 SEC 14 COM S 1/4 PO TH W 840FT TO POB, TH W 150FT, TH N 330FT, TH E 150FT, TH S 330FT TO POB SEC 14 T6N R8W BOSTON TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> Detached 2 car garage on just under an acre on a nice knoll Occupied; Mobile Home; <b>Summer Tax Due:</b> \$306.31	7816 W PECK LAKE RD SARANAC;	\$6,400	
2803	<b>Parcel ID:</b> 020-300-000-009-00; <b>Legal Description:</b> CHURCHILL ESTATES CONDO PLAT UNIT #9 SEC 16 T6N R8W BOSTON TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> Good area of newer homes in this area. Condo Subdivision "site Condo"; Association Fees; <b>Summer Tax Due:</b> \$60.09	5798 CULPEPPER CT LOWELL;	\$2,400	
2804	<b>Parcel ID:</b> 031-050-000-075-00; <b>Legal Description:</b> VILLAGE OF CLARKSVILLE LOT 35 & PRT OF LOT 14 DESC AS: COM S 1/4 COR SEC TH N 33FT, TH W 33FT TO SE COR LOT 35 POB; TH W 97FT, TH N 21FT, TH E 97FT, TH S 21FT TO POB SEC 3 T5N R8W CAMPBELL TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> This could be great repurposed building. Needs new roof and other repairs asap. For that reason the treasurer is requiring a performance bond deposit to ensure proper work is completed. Purchaser will be required to furnish a personal guarantee and cash surety in the amount of \$25,000.00 (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 days of the auction. If the Surety is not presented within 5 days of the auction, the sale shall be canceled for non-performance without refund. Purchaser must present a plan to seller within 60 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 six months 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. Dangerous Building; Roof Issues; Foundation Issues; <b>Summer Tax Due:</b> \$1,160.79	103 N MAIN ST & 105 CLARKSVILLE;	\$7,600	

2805	<b>Parcel ID:</b> 040-012-000-011-10; <b>Legal Description:</b> COM AT W 1/4 POST OF SEC 12; TH E 1318.86 FT, S 371.31 FT TO POB: TH S 943.88 FT TO C/L OF GRAND RIVER AVE, N 44 DEG 04 MIN 30 SEC W 635.93 FT, N 43 DEG 30 MIN 59 SEC E 671.28 FT TO POB SEC 12-5-5 <b>Comments:</b> House is pretty well trashed out and has foundation issue Value will be in the land Structural Issues; Foundation Issues; <b>Summer Tax Due:</b> \$511.94	11175 E GRAND RIVER AVE PORTLAND;	\$9,100	
2806	<b>Parcel ID:</b> 060-100-000-005-01; <b>Legal Description:</b> LAWTONS ALT PLAT OF C LOVELLS THIRD ADD LOT 12 SEC 18-7-6 IONIA TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> Paved road lightly wooded Vul - Vacant Urban Lot; Sev Not Accurate; <b>Summer Tax Due:</b> \$53.84	700 CYRUS ST IONIA;	\$2,100	
2807	<b>Parcel ID:</b> 060-120-000-120-01; <b>Legal Description:</b> LIPPERTS SUB LOT 45 SUP HALLS PLAT OF SOUTH IONIA LOTS 29 & 30 DESC AS: COM AT NW COR OF LOT 30 TH N 83 DEG 23 MIN E 76.88 FT ALG S LI OF MILLER, S 11 DEG 30 MIN W 100 FT, N 77 DEG 38 MIN 32 SEC W 73.08 FT, N 11 DEG 30 MIN E 75 FT TO POB. SEC 30-7-6 IONIA TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> 2 lots in town with detached 2 car garage. Dangerous Building; Mold; Roof Issues; <b>Summer Tax Due:</b> \$135.76	311 MILLER ST IONIA;	\$4,200	
2808	<b>Parcel ID:</b> 091-060-000-445-00; <b>Legal Description:</b> VILLAGE OF HUBBARDSTON LOT 85 <b>Comments:</b> Ranch style bungalow low ceiling and funky access from the road Roof Issues; Foundation Issues; <b>Summer Tax Due:</b> \$162.07	334 E MAIN ST HUBBARDSTON;	\$2,400	
2809	<b>Parcel ID:</b> 120-009-000-100-20; <b>Legal Description:</b> N 203 FT OF S 445.5 FT OF W 297 FT OF SW 1/4 OF SEC 9-8-7 1998 009-100-00 <b>Comments:</b> 1 acre in the country , old single wide has been harvested of any value Mobile Home; Harvesting; <b>Summer Tax Due:</b> \$224.18	7044 CANFIELD RD BELDING;	\$7,200	
2810	<b>Parcel ID:</b> 120-028-000-045-80; <b>Legal Description:</b> PART OF THE NW 1/4 OF SEC 28 T8N R7W DESC AS COMM AT THE W 1/4 COR OF SD SEC, TH S 89DEG 39'28" E 445.50 FT ALNG THE E-W 1/4 LINE OF SD SEC TH N 00DEG 07'50" W 595 FT TO THE TRUE POINT OF BEG OF THIS DESC: TH N 00DEG 07'50" W 75 FT; TH S 89DEG 39'28" E 302.06 FT; TH S 00DEG 11' 38" E 75 FT; TH N 89DEG 39'28" W 302.26 FT TO POB SEC 28-8-7 Sev Not Accurate; <b>Summer Tax Due:</b> \$52.58	MEADE RD BELDING;	\$1,000	
2811	<b>Parcel ID:</b> 120-130-000-210-00; <b>Legal Description:</b> REIMERS SUBD. LOT 80 SEC. 3 T8N R7W <b>Comments:</b> Across from Long Lake, however i don't think there is a building area, swamp in rear Swamp Lot; <b>Summer Tax Due:</b> \$20.39	W LONG LAKE RD ORLEANS;	\$1,700	
2812	<b>Parcel ID:</b> 130-021-000-040-00; <b>Legal Description:</b> COM AT A PT 500FT N OF SW COR OF NW 1/4 OF NE 1/4, TH E AT R/A TO STOREY RD, 435FT, TH N 200FT, W 435FT TO CEN OF SD RD, S ALG CEN OF SD RD 200FT TO POB. SEC 21-8-8 2 A <b>Comments:</b> Older cape with attached 2 car garage . Needs a new roof yesterday, and a lot of trash removed from the premise. Has 9 ' ceilings and good bones. This could be great home for someone with sweat equity Sanitation Issues And Garbage; Roof Issues; <b>Summer Tax Due:</b> \$461.83	5912 N WHITES BRIDGE RD BELDING;	\$9,400	

2813	<b>Parcel ID:</b> 150-070-000-235-00; <b>Legal Description:</b> VILLAGE OF PALO VAN VLECKS, SWARTHOUT & FREEMAN ADD. LOT 28 BLK 12 EXC THAT PART OF FOLL DESC LYING IN LOT 28; COM 8 CHS 67 LKS E OF PT 21 CHS 37 LKS S OF GEN OF SEC 2, TH E 1 CH 32 LKS, N 2 CHS 28 LKS, W 1 CH 32 LKS, S 2 CHS 28 LKS TO POB. BLK 12 RONALD TWP, IONIA COUNTY, MICHIGAN <b>Comments:</b> Newer windows, siding and detached 2 car garage on large lot Personal Property; Roof Issues; <b>Summer Tax Due:</b> \$204.18	8233 FRONT ST FENWICK;	\$7,300	
2814	<b>Parcel ID:</b> 150-070-000-270-10; <b>Legal Description:</b> VILLAGE OF PALO VAN VLECKS, SWARTHOUT & FREEMAN ADD LOT 31 BLK 13 RONALD TWP, IONIA COUNTY, MICHIGAN SPLIT ON 12/01/1998 FROM 150-070-000-270-00; <b>Comments:</b> Tagged this son of a gun 3 years , guess what nothing has changed Fire Damage; Dangerous Building; <b>Summer Tax Due:</b> \$83.70	8218 FRONT ST FENWICK;	\$2,000	
2815	<b>Parcel ID:</b> 201-130-000-080-00; <b>Legal Description:</b> CITY OF IONIA SUP HUTCHINS ADDITIO LOT 15 <b>Comments:</b> Might be better as commercial property, check with local unit assessor... Sev Not Accurate; Vul - Vacant Urban Lot; <b>Summer Tax Due:</b> \$56.74	324 N DEXTER ST & 326 IONIA;	\$2,700	
2816	<b>Parcel ID:</b> 203-090-000-780-02; <b>Legal Description:</b> W 10FT OF LOT 144 OF SUPERVISORS COVERT'S ADD TO THE CITY OF IONIA EXCEPT THE S 168.56 FT THEREOF. <b>Comments:</b> 10' Wide Unbuildable Lands / Too Small; Sideyard Parcel; <b>Summer Tax Due:</b> \$5.44	IONIA;	\$1,300	
2817	<b>Parcel ID:</b> 401-170-000-075-00; <b>Legal Description:</b> CITY OF BELDING NORTH PARK ADD LOTS 14 & 15 BLK 2 & S 1/2 ADJ 16.5 FT ALLEY N OF SD LOTS <b>Comments:</b> solid construction on 2 lots . Needs TLC and a good clean out as we were not able to get past the front door for inspection Sanitation Issues And Garbage; Personal Property; <b>Summer Tax Due:</b> \$1,916.29	206 EARLE ST BELDING;	\$9,000	
2818	<b>Parcel ID:</b> 403-080-000-325-00; <b>Legal Description:</b> CITY OF BELDING BROAS 3RD ADDN N 26 FT W 70 FT LOT 83 Unbuildable Lands / Too Small; Vul - Vacant Urban Lot; <b>Summer Tax Due:</b> \$286.39	902 S BRIDGE ST BELDING;	\$4,200	
2819	<b>This lot is a "bundle" comprised of 11 parcels</b>  (1 of 11) <b>Parcel ID:</b> 403-200-000-026-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 4, ALSO UNIT NO 5 EXC COM AT THE SW COR UNIT 7, TH W 5 FT 6 IN, TH N TO N LN UNIT 5, TH E 5 FT 6 IN TO NW COR UNIT 6, TH S TO POB. <b>Comments:</b> This is a bundle of 11 retail store units. Good opportunity to make this retail mall flourish again in Belding. Condominium; Association Fees;  (2 of 11) <b>Parcel ID:</b> 403-200-000-035-00; <b>Legal Description:</b> CITY OF BELDING, BELDING URBAN RENEWAL REPLAT NO 1 LOT 3. ALL OF UNIT 9 EXC PT OF UNIT 9 COM NE COR, TH S 89D 57M 50S W 56.26 FT ALG N LN LOT 3 (S LN GIBSON ST) TO CL OF A 12" BLOCK WALL TH S 0D 02M 25S W 8.48 FT ALG CL SD 12" WALL TO POB, TH S 0D 02M 25S W 100.46 FT ALG CL SD WALL, TH S 89D 51M 45S W 53 FT, TH N 0D 2M 25S E 5.FT, TH S 89D 51M 45S W 3 FT, TH N 0D 2M 25S E 15.83 FT, TH N 89D 51M 45S E 6.FT, TH N 0D 2M 25S E 79.64 FT TO CL OF A 12" WIDE BRICK & BLOCK WALL, TH N 89D 52M 40S E 50.FT ALG CL SAID WALL TO POB, AND ALSO A PT OF UNIT 8 COM NE COR OF SD LOT 3, TH S 110 FT ALG E LN TO SE COR, TH W 165.32 FT, TH N 35.94 FT TO WLY EDGE & CL OF A 0.38 FT WD WALL	530 COVERED VILLAGE BELDING;  570 COVERED VILLAGE BELDING;  590 COVERED VILLAGE BELDING;  600 COVERED VILLAGE BELDING;  350 COVERED VILLAGE BELDING;  250 COVERED	\$79,000	

<p>RUNNING ELY FOR POB OF THIS DESC, TH N 6.43 FT TO WLY EDGE &amp; CL OF A 0.38 FT WD WALL, TH E ALG SD CL 4.34 FT, TH N ALG CL OF WALL 33.58 FT, TH E 20.65 FT ALG WALL, TH N 5.46 FT, TH E 5.47 FT, TH S 45.53 FT, TH W 30.47 FT TO POB <b>Comments:</b> Failed retail mall . Good time to repurpose! 1,835 SF Condominium; Association Fees;</p>	<p>VILLAGE BELDING; 320 COVERED VILLAGE BELDING;</p>
<p>(3 of 11) <b>Parcel ID:</b> 403-200-000-036-00; <b>Legal Description:</b> CITY OF BELDING.BELDING URBAN RENEWAL REPLAT NO.1 LOT 3 COVERED VILLAGE UNIT 26 CONT 5020 SQ FT <b>Comments:</b> Failed retail mall . Good time to repurpose! 5,012 SF Condominium; Association Fees;</p>	<p>300 COVERED VILLAGE BELDING;</p>
<p>(4 of 11) <b>Parcel ID:</b> 403-200-000-040-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 11 <b>Comments:</b> 7,544 SF 2 story office building in failed shopping mall Association Fees; Condominium;</p>	<p>450 COVERED VILLAGE BELDING;</p>
<p>(5 of 11) <b>Parcel ID:</b> 403-200-000-045-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 12 <b>Comments:</b> Failed retail mall . Good time to repurpose! 1825 SF Condominium; Association Fees;</p>	<p>460 COVERED VILLAGE BELDING;</p>
<p>(6 of 11) <b>Parcel ID:</b> 403-200-000-045-50; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT #1 LOT #3 COVERED VILLAGE MALL UNIT #13B... <b>Comments:</b> Failed retail mall . Goodtime to repurpose! 522 SF Condominium; Association Fees;</p>	<p>410 COVERED VILLAGE BELDING;</p>
<p>(7 of 11) <b>Parcel ID:</b> 403-200-000-055-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT 14 <b>Comments:</b> Failed retail mall . Good time to repurpose! 1,839 SF Association Fees; Condominium;</p>	
<p>(8 of 11) <b>Parcel ID:</b> 403-200-000-060-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE UNIT NO 15 <b>Comments:</b> Failed retail mall . Good time to repurpose! 3,370 SF Association Fees; Condominium;</p>	
<p>(9 of 11) <b>Parcel ID:</b> 403-200-000-065-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE, UNIT NO 16 A EXC E 46.1 FT THEREOF. <b>Comments:</b> Failed retail mall . Good time to repurpose! 625 SF Condominium; Association Fees;</p>	
<p>(10 of 11) <b>Parcel ID:</b> 403-200-000-070-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 COVERED VILLAGE, E 21 FT OF THE W 49.74 FT OF UNIT NO 16 A <b>Comments:</b> Failed retail mall . Good time to repurpose! 517 SF Condominium; Association Fees;</p>	
<p>(11 of 11) <b>Parcel ID:</b> 403-200-000-085-00; <b>Legal Description:</b> CITY OF BELDING BELDING URBAN RENEWAL REPLAT NO 1 LOT 3 ----- COVERED VILLAGE UNIT NO 18 <b>Comments:</b> Failed retail mall . Good time to repurpose! 2,875 SF <b>Summer Tax Due:</b> \$18,881.49</p>	



# Montcalm

Lot #	Lot Information	Address	Min. Bid	Sold For
7200	<b>Parcel ID:</b> 001-016-009-00; <b>Legal Description:</b> COM 200 FT N OF SE COR OF NW 1/4 OF NE 1/4 OF SEC 16 THENCE W 274 1/2 FT N 141 FT E 274 1/2 FT S 141 FT TO P OF B SEC 16 T12N R7W. .89 AC M/L <b>Comments:</b> Occupied small ranch, large garage with lean to addition. Both buildings are in need of maintenance and or upgrades. Just north of Six Lakes on M-66 Multiple Family Use; Occupied; <b>Summer Tax Due:</b> \$372.13	9773 N SIX LAKES RD SIX LAKES MI;	\$8,000	
7201	<b>Parcel ID:</b> 001-028-011-00; <b>Legal Description:</b> COM AT NW COR OF NW 1/4 OF SW 1/4 TH E ON 1/4 LINE 255 FT M/L TO HORSESHOE CREEK TH SWLY ALONG CREEK TO A POINT AT WHICH THE CREEK EMPTIES INTO FLAT RIVER TH WLY ALONG SD FLAT RIVER TO W SEC LINE OF SEC 28 TH N ALONG SEC LINE 239 FT M/L TO P OF BEG SEC 28 T12N R7W. <b>Comments:</b> Value in land and a single wide with roof over and interesting attached 2 car garage. Appears that house could be salvaged after removing animal smell Sanitation Issues And Garbage; Mobile Home; Animal Damaged; <b>Summer Tax Due:</b> \$706.53	7520 N MILES RD SIX LAKES MI;	\$9,000	
7202	<b>Parcel ID:</b> 001-200-044-00; <b>Legal Description:</b> LOTS 44 45 & 48 BUBNAR'S SUB-DIVISION. <b>Comments:</b> Three lots on the corner of Mayfield Rd and Almy Rd. Property sits low , and has drainage issues back to lake . Did not see a building envelop Wetland Indicators; May Not Perc; <b>Summer Tax Due:</b> \$470.56	MAYFIELD RD SIX LAKES MI;	\$3,300	
7203	<b>Parcel ID:</b> 004-220-123-00; <b>Legal Description:</b> LOTS 123 124 & 125 HONEYMOON HEIGHTS NO. 2 <b>Comments:</b> Frequent Flyer , most parcels in Honeymoon Heights have issues with approval for septic systems and standing water Wetland Indicators; Swamp Lot; <b>Summer Tax Due:</b> \$115.87	ELM DR LAKEVIEW MI;	\$1,700	
7204	<b>Parcel ID:</b> 004-220-126-00; <b>Legal Description:</b> LOTS 126 & 127 HONEYMOON HEIGHTS NO 2 <b>Comments:</b> Wet , low and swampy Frequent Flyer , most parcels in Honeymoon Heights have issues with approval for septic systems Swamp Lot; Septic Issues; Wetland Indicators; <b>Summer Tax Due:</b> \$75.99	ELM DR LAKEVIEW MI;	\$1,300	
7205	<b>Parcel ID:</b> 004-230-448-00; <b>Legal Description:</b> LOT 448 HONEYMOON HEIGHTS NO 3. <b>Comments:</b> Frequent Flyer , most parcels in Honeymoon Heights have issues with approval for septic systems Septic Issues; <b>Summer Tax Due:</b> \$20.27	CHERRY DR LAKEVIEW MI;	\$1,000	
7206	<b>Parcel ID:</b> 004-230-503-00; <b>Legal Description:</b> LOTS 503 504 & 505 HONEYMOON HEIGHTS NO 3. <b>Comments:</b> Older doublewide roof over in Honeymoon Heights on 3 lots. Could be good getaway investment Mobile Home; Association Fees; <b>Summer Tax Due:</b> \$416.31	11554 BIRCH DR LAKEVIEW MI;	\$4,000	
7207	<b>Parcel ID:</b> 004-230-541-00; <b>Legal Description:</b> N 1/2 OF LOT 541 HONEYMOON HEIGHTS NO 3. <b>Comments:</b> Note Lot Size Unbuildable Lands / Too Small; <b>Summer Tax Due:</b> \$20.60	BIRCH DR LAKEVIEW MI;	\$1,000	
7208	<b>Parcel ID:</b> 004-230-600-00; <b>Legal Description:</b> LOTS 600 601 & 602 HONEYMOON HEIGHTS NO 3. <b>Comments:</b> Bring your camper as you create a home site Association Fees; <b>Summer Tax Due:</b> \$56.56	HICKORY DR LAKEVIEW MI;	\$1,500	

7209	<b>Parcel ID:</b> 004-230-611-00; <b>Legal Description:</b> LOT 611& N 1/2 OF LOT 610 HONEYMOON HEIGHTS NO 3. <b>Comments:</b> A newer structure that is essentially a garage with a living space built on to it. May Not Perc; Association Fees; <b>Summer Tax Due:</b> \$51.82	HICKORY DR LAKEVIEW MI;	\$1,500	
7210	<b>Parcel ID:</b> 006-007-008-00; <b>Legal Description:</b> COM 676.5 FT N OF W 1/4 POST OF SEC 7 TH N 641.16 FT E 759 FT S 641.16 FT W 759 FT TO POB SEC 7 T11N R6W <b>Comments:</b> Bowling alley still in decent shape. Kitchen with hoods and stove. Handicap restrooms . Roof appears to be leaking in various places . Front canopy roof is shot and dangerous. Overall building is solid . Acres of paved parking. Sports complex with lights and open buildings to the back of the parcel. Many, Many possibilities here! Personal Property; Structural Issues; Roof Issues; <b>Summer Tax Due:</b> \$1,006.02	4680 N SHERIDAN RD STANTON MI;	\$24,000	
7211	<b>Parcel ID:</b> 006-016-011-60; <b>Legal Description:</b> COM 500 FT S OF E 1/4 POST OF SEC 16; THW 240 FT; S 207 FT; E 240 FT; N 207 FT TO P OF BEG SEC 16 T11N R6W. <b>Comments:</b> 1940s Ranch in rural setting on just over 1 acre. Needs TLC and hard work, but has potential <b>Summer Tax Due:</b> \$219.82	3435 N NEFF RD EDMORE MI;	\$5,400	
7212	<b>Parcel ID:</b> 006-035-009-10; <b>Legal Description:</b> COM N 0 DEG 11 MIN 38 SEC E 380 FT & N 89 DEG 49 MIN 6 SEC W 316.04 FT OF S 1/4 COR OF SEC; TH N 89 DEG 49 MIN 6 SEC W 346.71 FT N 31 DEG 20 MIN 16 SEC E 216.18 FT S 89 DEG 49 MIN 6 SEC E 235.46 FT S 0 DEG 22 MIN 0 SEC W 185 FT TO POB SEC 35 T11N R6W <b>Comments:</b> Private Road , rural setting Mobile Home; Occupied; <b>Summer Tax Due:</b> \$95.18	4373 E STANTON RD STANTON MI;	\$2,000	
7213	<b>Parcel ID:</b> 007-301-087-00; <b>Legal Description:</b> LOT 87 INDIANHEAD PARK NO 1. <b>Comments:</b> Ya ba daba do, this has seen its day . Time to start over, OLD Travel Trailer with various stick built additions with no foundations. View of the lake , seasonal road at best! Seasonal Road; Mobile Home; Obsolete Structure; <b>Summer Tax Due:</b> \$351.71	4595 PAWNEE TRAIL SIX LAKES MI;	\$2,100	
7214	<b>Parcel ID:</b> 008-034-010-10; <b>Legal Description:</b> E 210 FT OF N 210 FT OF W 1/2 OF NW 1/4 OF NE 1/4 OF NW 1/4. SEC 34 T9N R8W. 1.01 AC M/L. <b>Comments:</b> In area of newer homes , paved road . Woods at rear <b>Summer Tax Due:</b> \$64.48	8711 W SNOWS LAKE RD +/- VAC GREENVILLE MI;	\$1,800	
7215	<b>Parcel ID:</b> 015-032-012-10; <b>Legal Description:</b> BEG AT NW COR OF LOT 28 ANDERSON'S SAND LAKE LOTS TH N 62.83 FT; TH N 23 DEG E 141.09 FT; S 2 DEG W 63.25 FT; S 23 DEG W 136.92 FT TO P OF BEG SEC 32 T11N R10W <b>Comments:</b> Sand Lake Area Unbuildable Lands / Too Small; No Road Access; <b>Summer Tax Due:</b> \$3.15	GEORGE K DR SAND LAKE MI;	\$400	
7216	<b>Parcel ID:</b> 016-008-010-02; <b>Legal Description:</b> PARCEL B PART OF SW 1/4 OF SW 1/4 DES AS BEG N 878.40 FT FROM SW COR OF SEC 8; TH N 200 FT; S 86 DEG E 330 FT; S 200 FT; N 86 DEG W 330 FT TO P OF BEG SEC 8 T11N R8W 1.51 AC M/L <b>Comments:</b> Every window is broke, and aside from some spongy floor issues this newer single wide appears to be solid and sits on 1.5 acres Vandalism; Mobile Home; <b>Summer Tax Due:</b> \$570.92	4202 N JOHNSON RD CORAL MI;	\$4,000	
7217	<b>Parcel ID:</b> 017-500-014-00; <b>Legal Description:</b> LOTS 14 & 15 THE WOODS CLEARWATER RESORT. <b>Comments:</b> Great seasonal camping on seasonal road. Seasonal Road; <b>Summer Tax Due:</b> \$54.66	OTTOWA TRAIL HOWARD CITY MI;	\$1,100	

7218	<b>Parcel ID:</b> 017-500-094-00; <b>Legal Description:</b> LOTS 94 & 95 THE WOODS CLEARWATER RESORT. <b>Comments:</b> Great wooded lot just north and adjacent to sale # 7217, you then would have 4 lots just over 1/2 acre Seasonal Road; <b>Summer Tax Due:</b> \$47.29	OTTOWA TRAIL HOWARD CITY MI;	\$1,000	
7219	<b>Parcel ID:</b> 017-500-158-01; <b>Legal Description:</b> LOT 158 THE WOODS CLEARWATER RESORT. <b>Comments:</b> Please Note a portion of the home on the adjoining lot encroaches onto this parcel, per a survey. There may be possible future court proceedings. These type of issues can be complicated legal issues to resolve. Please investigate this parcel thoroughly prior to bidding. Seasonal Road; Encroachments; <b>Summer Tax Due:</b> \$12.88	MACKINAW TRAIL HOWARD CITY MI;	\$900	
7220	<b>Parcel ID:</b> 018-019-034-00; <b>Legal Description:</b> BEG 1154 FT N OF SW COR OF E 1/2 OF SE 1/4. N 88 FT. E 247.5 FT; S 88 FT; W 247.5 FT TO POB SEC 19 T12N R5W. <b>Comments:</b> Low and standing water at ditch line. Should have dry area to rear of property <b>Summer Tax Due:</b> \$55.41	N PINE GROVE RD VESTABURG MI;	\$1,600	
7221	<b>Parcel ID:</b> 018-390-003-10; <b>Legal Description:</b> WLY 18 FT OF LOT 3 PINE CREST <b>Comments:</b> Across from rock lake Unbuildable Lands / Too Small; Sideyard Parcel; <b>Summer Tax Due:</b> \$12.92		\$750	
7222	<b>Parcel ID:</b> 020-018-001-00; <b>Legal Description:</b> W 166 FT OF NW 1/4 EX S 1/2 SEC 18 T12N R9W. 5 AC M/L <b>Comments:</b> 5 Acre parcel with questionable road access. Please research before bidding. Unimproved Roads; No Road Access; <b>Summer Tax Due:</b> \$85.13	17991 W YANKEE RD HOWARD CITY MI;	\$1,800	
7223	<b>Parcel ID:</b> 020-020-005-50; <b>Legal Description:</b> PART OF S 1/2 OF NW 1/4 OF SEC 20 DESC AS COM AT W 1/4 COR OF SAID SEC TH N 0 DEG 00'E 813.04 FT ALONG W 1/4 LINE TH N 90 DEG 00'E 608.12 FT TO POB TH N O DEG 42'W 523.81 FT TO N 1/8 LINE OF NW 1/4 TH N 89 DEG 17'E 729.93 FT ALONG N 1/8 LINE TO THE W 1/8 LINE OF NW 1/4 TH S 0 DEG 23'W 604.66 FT ALONG TH W 1/8LINE TH S 89 DEG 17'W 718.35 FT TH N 0 DEG 42'W 80.74 FT TO POB SEC 20 T12N R9W <b>Comments:</b> Deer Camp? Cabin?. Just under 10 acres both side of road . Seasonal Road; <b>Summer Tax Due:</b> \$222.80	SANDY RIDGE LN HOWARD CITY MI;	\$3,800	
7224	<b>Parcel ID:</b> 041-500-005-00; <b>Legal Description:</b> LOTS 5 & 6 SHIRLEY-LOU ADDITION. <b>Comments:</b> Nice 3 bedroom ranch in Edmore. Quality 1960s construction original hardwood floors with a full basement and detached 2 + car garage. This will be great home for someone Personal Property; Roof Issues; <b>Summer Tax Due:</b> \$682.36	509 W GILSON ST EDMORE MI;	\$5,800	
7225	<b>Parcel ID:</b> 047-124-006-00; <b>Legal Description:</b> LOT 6 & PART OF LOT 7 DESC AS BEG AT NW COR OF LOT 7; TH S 25 FT ALONG W LINE OF LOT 7; TH N 88 DEG 39'E 66.20 FT; TH N 11 DEG 35'E 25.64 FT ALONG E LINE OF LOT 7 TO NE COR OF LOT 7; TH S 88 DEG 39'W 71.36 FT TO POB BLK 24 VILLAGE OF HOWARD CITY. <b>Comments:</b> This house has been recently demolished and is now a level lot with utilities at the road, ready to start fresh! <b>Summer Tax Due:</b> \$243.00	117 GODFREY ST HOWARD CITY MI;	\$6,200	
7226	<b>Parcel ID:</b> 047-241-003-00; <b>Legal Description:</b> LOT 3 BLK 41 SECOND ADDITION TO VILLAGE OF HOWARD CITY. <b>Comments:</b> Corner Lot low and standing water Wetland Indicators; Swamp Lot; <b>Summer Tax Due:</b> \$101.06	S MUENSCHER ST HOWARD CITY MI;	\$1,600	

7227	<b>Parcel ID:</b> 047-284-005-00; <b>Legal Description:</b> LOT 5 EX W 93 FT BLK 44 THIRD ADDITION TO VILLAGE OF HOWARD CITY Unimproved Roads; <b>Summer Tax Due:</b> \$206.18	LAUREL ST HOWARD CITY MI;	\$2,500	
7228	<b>Parcel ID:</b> 051-311-002-00; <b>Legal Description:</b> LOT 2 BLK 11 ALSO E 1/2 OF THAT PORTION OF VACATED MERCANTILE ST ADJ THERETO ON THE W ALSO S 1/2 OF THAT PORTION OF VACATED ALLEY ADJ THERETO ON THE N HEATH AND ABBOTT ADDITION TO VILAAGE OF CARSON CITY <b>Comments:</b> Old homestead , on 1 acre corner lot on outskirts of town. Check out the turn of the century oak trim, doors, floors, wainscoting, and fireplace!. This house has issues with roof and side porch. Some structural members in 2nd story have bees tampered with. Overall take care of roof issues and this old puppy can hunt again and find a good home! Personal Property; Roof Issues; <b>Summer Tax Due:</b> \$1,022.70	807 N DIVISION ST CARSON CITY MI;	\$9,100	
7229	<b>Parcel ID:</b> 051-651-005-00; <b>Legal Description:</b> LOTS 5 & 6 BLOCK 1 AND A PORTION OF VACATED FIRST ST DES AS BEG AT NE COR OF LOT 6 BLK 1; S 87 DEG E 33 FT ; S 132 FT ; N 87 DEG W 33 FT N 132 FT TO P OF BEG. WEBBER & MINER ADDITION TO CITY OF CARSON CITY <b>Comments:</b> 10-15 year old doctors office . Apx 1200 SF with full basement . 5 examination rooms with sinks. Reception area and private office. Wash the windows and move in, unbelievable condition . Energy efficient furnace and H2O heater . Great location and paved parking . <b>Summer Tax Due:</b> \$1,842.70	123 E LINDEN ST CARSON CITY MI;	\$14,500	
7230	<b>Parcel ID:</b> 051-657-001-00; <b>Legal Description:</b> LOTS 1 3 & 4 BLK 7 WEBBER AND MINER ADDITION TO VILLAGE OF CARSON CITY. <b>Comments:</b> On division street east side just south RR tracks. Had old silo and buildings. There are known contamination issues with this parcel (lead in the cement) that will require some clean up. Please be very cautious when bidding on this parcel and do your research. Sev Not Accurate; Contamination Indicators; <b>Summer Tax Due:</b> \$387.76	N DIVISION ST CARSON CITY MI;	\$11,500	
7231	<b>Parcel ID:</b> 052-110-006-00; <b>Legal Description:</b> LOT 5 BLK 10 ORIGINAL PLAT (RUTAN'S PLAT SO CALLED) OF CITY OF GREENVILLE. <b>Comments:</b> Large older home converted to 5 One bedroom apartments . It appears that each unit has its own electrical and gas service. Could not get in basement to check on water meters. Very large yard. The unit we entered is filthy and needs a lot of elbow grease and cleaning. We assume the balance of the units are the same . Overall condition is fair, but unlike most converted structures this sits on a very large lot with room for parking . Check with local zoning for approved uses. Zoning; Multiple Family Use; <b>Summer Tax Due:</b> \$2,461.42	210 N CLAY ST GREENVILLE MI;	\$12,000	
7232	<b>Parcel ID:</b> 052-567-006-00; <b>Legal Description:</b> LOT 6 BLK G MOON'S ADDITION TO CITY OF GREENVILLE. <b>Comments:</b> Needs \$\$\$ and experience. Newer roof . Nice neighborhood in Greenville. Needs windows, siding and mechanicals. Seems to be solid Personal Property; <b>Summer Tax Due:</b> \$1,041.73	206 SUMMIT ST GREENVILLE MI;	\$5,200	
7233	<b>Parcel ID:</b> 053-502-073-50; <b>Legal Description:</b> LOT 73 SMITH & MCPHERSON SECOND ADDITION TO CITY OF STANTON <b>Comments:</b> Could be great for a walk out building site Sev Not Accurate; Vul - Vacant Urban Lot; <b>Summer Tax Due:</b> \$97.42	N MCPHERSON ST STANTON MI;	\$1,700	



# DEED INFORMATION

Please fill out this form to tell us how you would like the deed to your property prepared. This information is retained only until deeds are created and verified and is never shared or sold to third parties.

**Note:** You can **cut your checkout time in half** and avoid data entry errors by registering on our website at [www.tax-sale.info](http://www.tax-sale.info) and filling out your deed information before the auction!

## ***Bidder Information***

Name: \_\_\_\_\_ Bidder #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## ***Deed Information***

Please tell us who to list on the deed. Use **full legal names and middle initials**. No nicknames.

Name (or names if **married couple**): \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

street

city

state

zip

Marital Status: (check box *if applicable*)

- A Single Person                       A Married Man                       A Married Woman Taking  
Title in Her Name Only
- Married Persons

Entity Type: (check box *if applicable* and complete **Schedule of Entity Ownership** below)

- A Corporation                       Limited Liability  
Company                       A Trust
- A Partnership

Please use the following 3 boxes **only** if you would like to list additional parties on the deed.

**Additional Party 1** (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
street city state zip

Marital Status: (check box *if applicable*)

A Single Person       A Married Man       A Married Woman Taking Title in Her Name Only

Entity Type: (check box *if applicable* and complete **Schedule of Entity Ownership** below)

A Corporation       Limited Liability Company       A Trust

A Partnership

**Additional Party 2** (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
street city state zip

Marital Status: (check box *if applicable*)

A Single Person       A Married Man       A Married Woman Taking Title in Her Name Only

Entity Status: (check box *if applicable* and complete **Schedule of Entity Ownership** below)

A Corporation       Limited Liability Company       A Trust

A Partnership

**Additional Party 3** (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
street city state zip

Marital Status: (check box *if applicable*)

A Single Person       A Married Man       A Married Woman Taking Title in Her Name Only

Entity Type: (check box *if applicable* and complete **Schedule of Entity Ownership** below)

A Corporation       Limited Liability Company       A Trust

A Partnership

## Tenancy

If you listed **more than 1 party above** to be placed on the deed, you must tell us the type of tenancy you would like to create. The tenancy you choose has legal implications that you should consider carefully. We **cannot and will not provide legal advice** to help you make this choice. You must seek outside help if you need additional guidance.

Check One Box Below:

**TENANTS IN COMMON**

If a co-tenant dies, their share of the property passes to their heirs by law.

**JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

If one of the co-tenants dies, their share of the property passes to the surviving co-tenant(s) automatically.

**TENANTS BY THE ENTIRETIES** (A married couple)

This tenancy is available only to married persons taking title together with no other parties.

**Reminder:** If you listed a legal entity as one of the deed parties above you **must** complete the Schedule of Entity Ownership below **unless the entity is exempt** from this disclosure because:

- The Entity held a prior recorded interest in the deeded property;  
*or*
- The Entity is a division, agency, or instrumentality of federal, state, or local government;  
*or*
- The Entity is a Homeowners Association, Condo Association, or other such organization that exercises control over the deeded property;  
*or*
- The Entity is a publicly traded company listed on a national securities exchange.



## SCHEDULE OF ENTITY OWNERSHIP

Entity Name	Entity Type	State
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The following is a complete list of all officers, shareholders, partners, members, or other parties, regardless of title, who own any portion of the entity listed above:

1.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
2.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
3.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
4.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
5.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
6.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
7.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
8.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip
9.	Name	Title (shareholder, member, partner, etc.)		
	Address	City	State	Zip

If more space is required, select one of the following options:

- Disclosure is continued on the back of this sheet; OR
- An additional SCHEDULE OF ENTITY OWNERSHIP is attached

# Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	3. Date of Transfer (or land contract signed)
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate
6. Seller's (Transferor) Name		8. Buyer's (Transferee) Name and Mailing Address
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <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.		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.