

# Public Land Auction

Wexford / Missaukee / Kalkaska

September 28th, 2020

Kalkaska, Missaukee (Dnr), Missaukee, and Wexford Counties



**Location:**

Online  
[www.tax-sale.info](http://www.tax-sale.info)

**Time:**

Auction: 10:00am to 07:00pm

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



## Facebook.com/TaxSaleInfo

Due to COVID-19 restrictions, all auctions will take place online-only this year.  
There are TWO ways to place your bids:

### ONLINE VIA OUR WEBSITE

#### ABSENTEE BID

(Absentee bids are for those who do not have computer access)

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

With delayed foreclosure dates this year, we have a very short window to review several thousand parcels. We began inspecting in July, 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.

**CREATE YOUR ACCOUNT TODAY AT [TAX-SALE.INFO](https://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 within 5 business days of the sale.** No purchases can be made on a time-payment plan.
- **NO CASH or PERSONAL CHECKS** will be accepted.
- All payments must be made with a **Credit/Debit Card, Wire Transfer, or by CERTIFIED (cashier's) check.**
- Your sale is NOT final until we've received both your payment and your notarized receipt/buyer's affidavit paperwork. This is due 5 business days from the date of the sale.
- When mailing in your paperwork (especially with a certified check), please use a TRACKABLE service like priority mail or FedEx to ensure timely delivery.

## **Bidding Authorization**

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

**2020 AUCTION SCHEDULE**  
**All Auctions are ONLINE ONLY**

<b>Northern Bay Area</b> 9/1/2020	<b>Tuscola</b> 9/2/2020	<b>Saint Clair</b> 9/3/2020
<b>Central Lower Peninsula</b> 9/8/2020	<b>Clare / Gladwin</b> 9/9/2020	<b>Lapeer</b> 9/10/2020
<b>Kent</b> 9/11/2020	<b>Montcalm / Ionia</b> 9/14/2020	<b>Van Buren / Cass</b> 9/15/2020
<b>Monroe</b> 9/16/2020	<b>Allegan / Ottawa</b> 9/17/2020	<b>Jackson</b> 9/18/2020
<b>Calhoun</b> 9/21/2020	<b>Kalamazoo / Barry</b> 9/22/2020	<b>Saint Joseph / Branch</b> 9/23/2020
<b>Lake</b> 9/24/2020	<b>Muskegon</b> 9/25/2020	<b>Wexford/Missaukee/Kalkaska</b> 9/28/2020
<b>Mecosta / Osceola</b> 9/29/2020	<b>NE Lower Peninsula</b> 9/30/2020	<b>North Central Lower Peninsula</b> 10/1/2020
<b>North Western Lower Peninsula</b> 10/2/2020	<b>Bay</b> 10/3/2020	<b>Upper Peninsula</b> 10/5/2020
<b>West Central Lakeshore</b> 10/6/2020	<b>No Reserve Auction</b> 11/3/2020	

## **Important Information Regarding Rules and Regulations**

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

- Kalkaska
- Missaukee
- Wexford

# Rules and Regulations

## 1. Registration

Registration for live on-site auctions 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 Auctioneer is Title Check, LLC acting as the authorized agent of the Seller/FGU.

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

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

### B. Know What You Are Buying

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

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

### C. Reservations

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

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

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

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

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

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

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

### 3. Bidding

#### A. Overview

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 or during the process of live-bidding. The Auctioneer may offer a second request round of unsold parcels to be offered at the same opening bid after the first round of bidding has been completed. 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.

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 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the FGU from participation in the public sale.

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) unless otherwise indicated. An auction may be conducted entirely online as determined by the FGU.

#### G. Bids are Binding

An oral and/or live bid accepted at public auction or placed online through [www.tax-sale.info](http://www.tax-sale.info) is a legal and binding contract to purchase. The FGU reserves the right to reject any or all bids.

#### H. Limitations on Bidding

The FGU and Auctioneer reserve the right to limit the number of bids placed per auction for any bidder or group 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 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
  - 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, as liquidated damages, 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 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 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/ in the local tax collection unit in which the purchased property is located.

- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.

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

The FGU **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the FGU is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 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

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

#### G. Property Transfer Affidavit

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

### 5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases 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 buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

### 7. Special Assessments

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

### 8. Possession of Property

#### A. Possession Pending Deed Delivery

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

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

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

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

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at [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. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by the FGU.

## **9. Additional Conditions**

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

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

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

## **10. Deeds**

### **A. Deed Execution and Delivery**

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

### **B. Restrictive Covenants**

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

## **11. Property Taxes & Other Fees**

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

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

## **12. Other**

### **A. Personal Property**

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

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

## **B. Mineral Rights**

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

## **C. Applicability of These Rules and Regulations**

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed 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 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 cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.**

## **Important Information Regarding Rules and Regulations**

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

- Missaukee - DNR

# Michigan DNR Land Sales

## Rules and Regulations

### 1. Registration

Registration for live on-site auctions 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

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

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

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

#### B. Know What You Are Buying

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

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

#### C. Reservations

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

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

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

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

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

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

### 3. Bidding

#### A. Overview

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 or during the process of live-bidding. The Auctioneer may offer a second request round of unsold parcels to be offered at the same opening bid after the first round of bidding has been completed. 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 DNR.

## C. Bid Increments

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

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

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 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the DNR 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) unless otherwise indicated. An auction may be conducted entirely online as determined by the DNR.

## G. Bids are Binding

An oral and/or live bid accepted at public auction or placed online through [www.tax-sale.info](http://www.tax-sale.info) is a legal and binding contract to purchase. The DNR reserves the right to reject any or all bids.

## H. Limitations on Bidding

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

## I. Attempts to Bypass These Rules and Regulations

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

## 4. Terms of Sale

### A. Payment

- **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 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
  - 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, as liquidated damages, 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 DNR may seek to prosecute any buyer whose payment is dishonored or who fails to consummate a purchase.**

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

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

## D. Eligible Buyers

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

- i. The party does not directly or indirectly hold more than a *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 DNR **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the DNR is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **forfeit the first \$350 paid** on each parcel and any buyer's premium paid as liquidated damages for breach of contract by the buyer. If the buyer is an online or absentee purchaser and no payment has yet been tendered at the time noncompliance is discovered and the sale cancelled, the buyer will forfeit \$350 per cancelled parcel from the \$1000 authorization described in Section 4(A) above up to a maximum of \$1000 as liquidated damages for breach of contract by the buyer. Furthermore, the DNR may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

## E. Cancellation Policy

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

## F. Property Transfer Affidavit

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

## 5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases 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 is possessed by the DNR at the time of sale**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The DNR makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the DNR**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

## 7. Special Assessments

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

## 8. Possession of Property

### A. Possession Pending Deed Delivery

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

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

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

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

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at [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. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by the DNR.

## 9. Additional Conditions

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

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

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

## 10. Deeds

### A. Deed Execution and Delivery

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

## 11. Property Taxes & Other Fees

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

## 12. Other

### A. Personal Property

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

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

### B. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at [www.tax-sale.info](http://www.tax-sale.info) ("**Additional Terms**"). If such Additional Terms apply, they will be listed 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 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 sale-specific purchase terms. Failure to follow the specific rules posted for each sale could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.**

# Kalkaska

Lot #	Lot Information	Address	Min. Bid	Sold For
10301	<b>Parcel ID:</b> 003-029-003-00; <b>Legal Description:</b> N1/2 SW 1/4 NE 1/2 <b>Comments:</b> Older mobile is presently inhabited by raccoons. It is structurally sound and worthy of a rehab. May have been winterized but we cannot guarantee that work. The power service has been dropped at the pole by the utility. It is old, but generally solid. Has a frame addition on one end for added living space that is on a crawlspace. Property is very sandy, well drained soils and rolling. Appears to be subject to easement for a natural gas pipeline. Roughly 425 feet on US 131, irregular, trapezoidal in shape. <b>Summer Tax Due:</b> \$150.30	6294 US131 SW S. BOARDMAN;	\$4300	
10303	<b>Parcel ID:</b> 004-009-054-00; <b>Legal Description:</b> PT OF THE SW 1/4 OF SE 1/4 SEC 9 <b>Comments:</b> Older frame construction. Asphalt shingle siding. On Valley Road, east of Rapid City. Power has been off for a while. Roof is sketchy and has had some amateur patchwork done., and there is damage to some ceilings. Home is probably restorable, but will require an investment. Several outbuildings, including a fairly new steel popup garage. <b>Summer Tax Due:</b> \$466.00	9380 VALLEY RD NW;	\$2200	
10304	<b>Parcel ID:</b> 005-022-012-00; <b>Legal Description:</b> THE E 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 SEC 22 <b>Comments:</b> 165' x 1320' parcel fronts on the south side of Covert Road. This appears to have been vacant for a while. Based on some warped floors in the living room area, we believe the plumbing probably has frozen and burst. One roof leak in the master bedroom. Two BR 1 BA. Nice wooded property. that is flat as a pancake and well wooded in a variety of species. Freeze Damage; Mobile Home; <b>Summer Tax Due:</b> \$476.18	7620 COVERT RD NE;	\$2800	
10305	<b>This lot is a "bundle" comprised of 2 parcels</b>  <i>(1 of 2)</i> <b>Parcel ID:</b> 005-200-008-00; <b>Legal Description:</b> LOT 8 ELMWOOD SUB SEC 35 <b>Comments:</b> A mobile has been removed from this location, but the well, septic (?) and other improvements remain. The well is in a covered pit .... we think there is a septic field but aren't sure WHERE it is, so we are combining the two lots into one sale unit. The power service has been dropped at the pole by the utility. A neighbor is mowing the west lot. Mobile Home Pad;  <i>(2 of 2)</i> <b>Parcel ID:</b> 005-200-007-00; <b>Legal Description:</b> LOT 7 ELMWOOD SUB SEC 35 <b>Summer Tax Due:</b> \$138.47	8371 CENTRAL AVE;  8385 CENTRAL AVE;	\$2200	
10307	<b>Parcel ID:</b> 006-001-006-00; <b>Legal Description:</b> THE N 400FT OF W 10 RDS OF NW 1/4 OF NW 1/4 SEC 1 <b>Comments:</b> This is a roofover mobile and steel garage that is an estate situation and being abandoned by the trustee. Not far from Manistee Lake and just north of CR 612 on Grass Lake Road. There is a little bit of patching to do, but it has been well cared for over the years. Three bedrooms, with the two smaller ones set up in a Jack and Jill configuration. Fresh ceilings show no signs of leaks in the past. Garage has a cement floor. Parcel is roughly 1.85 acres and runs all the way from the home to CR 612. <b>Summer Tax Due:</b> \$664.25	3938 N GRASS LK RD NE;	\$5400	
10308	<b>Parcel ID:</b> 008-001-006-00; <b>Legal Description:</b> THE N 1/2 OF SE 1/4 SEC 1 80 ACRES <b>Comments:</b> 80 acre parcel with no direct road frontage, and no easement rights to which we are aware. You may wish to research title for such. The Boardman River crosses a corner of this parcel, and USGS topographical maps indicate it is entirely marshlands. Terrific recreational property if you can solve the access issue. 1320' feet (north-south) x 2640' (east-west) more or less. Swamp Lot; Roads - None Known (Possibly Landlocked); <b>Summer Tax Due:</b> \$956.01	(Off) Wheeler Lake Road NE;	\$4900	
10310	<b>Parcel ID:</b> 010-021-119-23; <b>Legal Description:</b> UNIT #23 BLUE HERON RESORT CONDO PART OF THE SE 1/4 SEC 20 <b>Comments:</b> Parcel is 2+ acres, with frontage on M-66 at Lodi. This is a site condo lot in the Blue Heron development. You will be required to pay association fees (if any) and abide by the restrictions of the development. Please familiarize yourself with them prior to bidding. Parcel is irregular in shape, and has about 375' feet on M-66. The adjacent parcel is being sold as # 10311 and has waterfrontage! Association Fees; Condo Subdivision "site Condo"; <b>Summer Tax Due:</b> \$53.10	M-66, Lodi;	\$1300	

10311	<p><b>Parcel ID:</b> 010-021-119-24; <b>Legal Description:</b> UNIT # 24 BLUE HERON CONDO PART OF THE SE 1/4 SEC 20 <b>Comments:</b> Parcel is waterfront on Twenty-eight Lake, which is a rustic/fishing lake and not a swimming lake. 2+ acres, with frontage on M-66 at Lodi. This is a site condo lot in the Blue Heron development. You will be required to pay association fees (if any) and abide by the restrictions of the development. Please familiarize yourself with them prior to bidding. Parcel is irregular in shape, and has about 135' feet on M-66 and roughly 275' on the lake side. The adjacent parcel is being sold as # 10310 and could give you a total of about five acres if you combined them! Condo Subdivision "site Condo"; Association Fees;</p> <p><b>Summer Tax Due:</b> \$53.00</p>	M-66 Lodi;	\$1300	
10312	<p><b>Parcel ID:</b> 012-020-009-02; <b>Legal Description:</b> PART OF THE NW 1/4 OF THE NW 1/4 SEC 20 <b>Comments:</b> 1/3rd acre parcel on Coster Road, east of Fife Lake. Sits a little bit below road grade, but appears to be dry and buildable for the most part. Paved, county maintained road.</p> <p><b>Summer Tax Due:</b> \$9.93</p>	Coster Road, SW. Fife Lake;	\$800	
10313	<p><b>Parcel ID:</b> 041-410-011-00; <b>Legal Description:</b> LOT 11 BLK 10 PHELPS ADD VILLAGE OF KALKASKA SEC 17 <b>Comments:</b> Level, dry, platted wooded lot in the Village of Kalkaska. Municipal utilities and natural gas. Paved maintained street. At the north end of the village. Check with local zoning folks for zoning requirements for construction!</p> <p><b>Summer Tax Due:</b> \$28.26</p>	708 CORAL STREET;	\$1000	
10314	<p><b>This lot is a "bundle" comprised of 2 parcels</b></p> <p><i>(1 of 2)</i> <b>Parcel ID:</b> 008-025-001-10; <b>Legal Description:</b> THE E 5 ACRES OF E 1/2 OF NE 1/4 SEC 25 <b>Comments:</b> There are two parcels in the sale. The first is a loooooong narrow strip that is 82.5' wide x 2640 feet deep. It runs from M-72 a quarter-mile back to the square 40 acre parcel that is to the south. The trail is on M-72 juuuust west of where Rosenberg Road tees into the hiway. It is gated, but that gate belongs to the parcel. We didn't venture in because it appeared to be a great place to get stuck. USGS topographical maps indicate that this entire parcel is marshlands. We do not believe there to be any structures back here other than perhaps a deer blind or two. The road cut in does hold potential for being filled and made more passable.</p> <p><i>(2 of 2)</i> <b>Parcel ID:</b> 006-030-007-00; <b>Legal Description:</b> THE SW 1/4 OF NW 1/4 SEC 30 40 ACRES</p> <p><b>Summer Tax Due:</b> \$304.02</p>	M-72 East, Kalkaska;	\$4000	

# Missaukee

Lot #	Lot Information	Address	Min. Bid	Sold For
6700	<p><b>This lot is a "bundle" comprised of 2 parcels</b></p> <p>(1 of 2) <b>Parcel ID:</b> 003-150-039-00; <b>Legal Description:</b> SEC 5 T22N R5W LOTS 39 &amp; 40 BERT MERRITT'S FIRST ADD. <b>Comments:</b> This is a home with a vacant lot next door being sold together on Merritt Rd in Merritt.</p> <p>(2 of 2) <b>Parcel ID:</b> 003-150-041-00; <b>Legal Description:</b> SEC 5 T22N R5W LOT 41 &amp; N 1/2 OF LOT 42 BERT MERRITT'S FIRST ADD. <b>Summer Tax Due:</b> TBA</p>	<p>301 S MERRITT RD MERRITT;</p> <p>303 S MERRITT RD MERRITT;</p>	\$5800	
6703	<p><b>Parcel ID:</b> 003-020-007-99; <b>Legal Description:</b> SEC 20 T22N R5W BEG AT NW COR OF NW 1/4, TH S 15 RDS, E 2 RDS, N 13 RDS, E 13 RDS, N 2 RDS, W 15 RDS TO POB. .35A. <b>Comments:</b> Itsy-bitsy, teeny-tiny, 33 foot wide strip of land that runs both south and east from the SE corner of the intersection of S 13 Mile and E Kelly Road in Butterfield. Not of much use to anyone except adjacent property owners. Note: Parcel boundaries shown on map image are approximate and for reference purposes only. Unbuildable Lands / Too Small; 33'/66' Width Parcel; <b>Summer Tax Due:</b> \$12.68</p>	S 13 MILE RD MERRITT;	\$700	
6704	<p><b>Parcel ID:</b> 004-006-023-00; <b>Legal Description:</b> SEC 6 T23N R8W S 264 FT OF E 330 FT OF E 1/2 OF SE 1/4 OF SE 1/4 EXC S 5 RDS OF E 8 RDS THEREOF. 1.75 A. <b>Comments:</b> Country views from this site in western Missaukee County. Older mobile with a partial basement and an addition here, but its pretty well shot. Roof has been leaking for a considerable amount of time, leading to warped subfloors and mold/rot thruout. This mobile is beyond reasonable repair, but it is a nice parcel and well and septic offer potential reuse. About an acre and a half of land on a quiet country road. Roof Issues; <b>Summer Tax Due:</b> \$224.17</p>	5061 N BROWN RD MANTON;	\$4300	
6705	<p><b>Parcel ID:</b> 004-021-004-44; <b>Legal Description:</b> SEC 21 T23N R8W (0*1997) E 104 FT OF N 208 FT OF W 45 RDS OF NW 1/4. .4966A. <b>Comments:</b> Older roofover mobile on a nice country lot that is about 1/2 acre in size. Steel roofover is generally solid, but there is one larger leak in the front porch addition. Appears to have been vacant perhaps 10 years. There is a great steel barn out back, about 30x40 or larger for your toys with cement floor and power as well as a bathroom. There is a trashed out mobile further to the rear that we do not believe is on this parcel. This has great potential as a northern getaway! Personal Property; <b>Summer Tax Due:</b> \$170.72</p>	9853 W BURNS RD MANTON;	\$3300	
6711	<p><b>This lot is a "bundle" comprised of 2 parcels</b></p> <p>(1 of 2) <b>Parcel ID:</b> 009-023-009-40; <b>Legal Description:</b> SEC 23 T22N R8W N 285 FT OF SW 1/4 OF NW 1/4 EXC W 858 FT THOF. 3.0227A. <b>Comments:</b> This sale includes two adjacent parcels that total about 5 acres. The property is OCCUPIED, and as such we did not get the opportunity to view it up close. Because the outbuilding, well or septic maybe on different parcels that the main structure, we are selling them together as a single sale lot. This property is served by a deeded easement from Dickerson Road that is effectively a private road. Personal Property; Occupied; Dnvi;</p> <p>(2 of 2) <b>Parcel ID:</b> 009-023-009-80; <b>Legal Description:</b> SEC 23 T22N R8W W 858 FT OF N 285 FT OF SW 1/4 OF NW 1/4 EXC W 539 FT THOF. 2.0871A. <b>Summer Tax Due:</b> \$169.85</p>	<p>3313 S DICKERSON RD LAKE CITY;</p> <p>3313 S DICKERSON RD LAKE CITY;</p>	\$5200	
6715	<p><b>Parcel ID:</b> 012-011-005-95; <b>Legal Description:</b> SEC 11 T22N R7W (0*2006) S 165.06 FT OF W 264.10 FT OF S 1/2 OF NW 1/4. 1.0007A.2006 SPLIT OF 012-011-005-00 ON 06/29/2006 <b>Comments:</b> Old frame farmhouse with a roof that has substantial holes through to the interior. Older mobile home next door that is in comparable rough condition. We believe that the former owner of this is still exercising control over the property and may or may not be living on site presently. We did not get a good look at it, other than to tell you that the home and mobile are of little value and probably need to be removed. Parcel is approximately 1 acre in size. Personal Property; Occupied; Dnvi; Mobile Home; Roof Issues; Boarded; <b>Summer Tax Due:</b> \$211.52</p>	1467 S VANDERMEULEN RD LAKE CITY;	\$2700	

## Missaukee - DNR

Lot #	Lot Information	Address	Min. Bid	Sold For
99165	<p><b>Parcel ID:</b> 057-004-300-105-00; <b>Legal Description:</b> DYER LAKE PLAT SUBDIVISION LOT 105 <b>Comments:</b> 0.09 ACRES. Property fronts on N Dakota Trail and has frontage on Dyer Lake! Subject to the vacation of streets as shown in Liber 1, Page 420 and Liber 161 Page 233 and as further amended in Liber 161 Page 346 of Missaukee County land records. Also building and use restrictions at Liber 155 Page 248 and Liber125 Page 457. This site is not large enough for construction of a well and septic without additional adjacent land, but a storage or other accessory building may be permissible. (12000 sq ft is required). Most lots here are 40 feet wide. There is always the option of negotiating to acquire adjacent property and this could be your waterfront access! Very rustic setting. Note that there is a platted street ("Utica Trail") in between this parcel and 99166. Check carefully for vacation of streets in this area. Dnr Aa; Unbuildable Lands / Too Small;</p> <p><b>Summer Tax Due:</b> TBA</p>	N Dakota Drive. Lake City;	\$9600	
99166	<p><b>Parcel ID:</b> 057-004-300-106-00; <b>Legal Description:</b> DYER LAKE PLAT SUBDIVISION LOTS 106 107 <b>Comments:</b> 0.09 ACRES. Property fronts on N Dakota Trail and has frontage on Dyer Lake! Subject to the vacation of streets as shown in Liber 1, Page 420 and Liber 161 Page 233 and as further amended in Liber 161 Page 346 of Missaukee County land records. Also building and use restrictions at Liber 155 Page 248 and Liber125 Page 457. This site is not large enough for construction of a well and septic without additional adjacent land, but a storage or other accessory building may be permissible. (12000 sq ft is required). Most lots here are 40 foot wide ... this is a DOUBLE LOT. There is always the option of negotiating to acquire adjacent property and this could be your waterfront access! Very rustic setting. Note that there is a platted street ("Utica Trail") in between this parcel and 99165. Check carefully for vacation of streets in this area. Dnr Aa; Unbuildable Lands / Too Small;</p> <p><b>Summer Tax Due:</b> TBA</p>	N Dakota Trail;	\$19250	
99167	<p><b>Parcel ID:</b> Part of 057-004-300-514-00; <b>Legal Description:</b> DYER LAKE PLAT SUBDIVISION LOT 514 <b>Comments:</b> 0.09 ACRES. Property does NOT front on an improved PUBLIC road, but has frontage on Dyer Lake! There is what appears to be a PRIVATE road to these parcels, but they have no easement right that we could locate. Subject to the vacation of streets as shown in Liber 1, Page 420 and Liber 161 Page 233 and as further amended in Liber 161 Page 346 of Missaukee County land records. Also building and use restrictions at Liber 155 Page 248 and Liber125 Page 457. This site is not large enough for construction of a well and septic without additional adjacent land, but a storage or other accessory building may be permissible. (12000 sq ft is required). Most lots here are 40 feet wide. There is always the option of negotiating to acquire adjacent property and this could be your waterfront access! Very rustic setting. Note that there is a platted street ("Ogemaw Trail") in between this parcel and 99168. Check carefully for vacation of streets in this area. There may be legal access to these lots, but not by way of an improved road at this time. Dnr Aa; Unbuildable Lands / Too Small; Roads - Platted Or Easement Known, But Unimproved;</p> <p><b>Summer Tax Due:</b> TBA</p>	(Unimproved) Owego Trail;	\$3600	
99168	<p><b>Parcel ID:</b> Part of 057-004-300-514-00; <b>Legal Description:</b> DYER LAKE PLAT SUBDIVISION LOT 515 <b>Comments:</b> 0.09 ACRES. Property does NOT front on an improved PUBLIC road, but has frontage on Dyer Lake! There is what appears to be a PRIVATE road to these parcels, but they have no easement right that we could locate. Subject to the vacation of streets as shown in Liber 1, Page 420 and Liber 161 Page 233 and as further amended in Liber 161 Page 346 of Missaukee County land records. Also building and use restrictions at Liber 155 Page 248 and Liber125 Page 457. This site is not large enough for construction of a well and septic without additional adjacent land, but a storage or other accessory building may be permissible. (12000 sq ft is required). Most lots here are 40 feet wide. There is always the option of negotiating to acquire adjacent property and this could be your waterfront access! Very rustic setting. Note that there is a platted street ("Ogemaw Trail") in between this parcel and 99167. Check carefully for vacation of streets in this area. There may be legal access to these lots, but not by way of an improved road at this time. Dnr Aa; Unbuildable Lands / Too Small; Roads - Platted Or Easement Known, But Unimproved;</p> <p><b>Summer Tax Due:</b> TBA</p>	Owego Trail;	\$3600	

## Wexford

Lot #	Lot Information	Address	Min. Bid	Sold For
10101	<b>Parcel ID:</b> 10-052-00-126-00; <b>Legal Description:</b> THE SOUTH 1/2 OF LOT 67 COBBS & MITCHELLS THIRD ADDITION CITY OF CADILLAC <b>Comments:</b> Older frame home has been vacant for several years and the yard is maintained by the owner to the south. Exterior has a newer roof. It appears to have a natural gas hi efficiency furnace based only on the venting. There may be an issue with encroachments here, as the neighbor intimated some comments about the lot being split in the past. You may want to invest in a survey to be certain what you're bidding on. Personal Property; Dnvi; Encroachments; <b>Summer Tax Due:</b> \$583.70	317 COLFAX ST CADILLAC;	\$3800	
10107	<b>Parcel ID:</b> 10-092-00-001-00; <b>Legal Description:</b> LOT 1 SOUTH LAKE PARK PLAT CITY OF CADILLAC <b>Comments:</b> We are offering 5 different parcels in the South Lake Park plat. These lots are too narrow to support construction without holding multiple lots. You will want to check with the zoning folks for the details on minimum lot size required for construction. THIS SALE IS FOR ONE LOT. Please see county GIS detail for the exact locations. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Irs Lien - 2020-07-20; <b>Summer Tax Due:</b> \$312.26	Sunnyside Drive;	\$2400	
10108	<b>Parcel ID:</b> 10-092-00-007-00; <b>Legal Description:</b> LOT 7 EXC: S 6 FT SOUTH LAKE PARK PLAT CITY OF CADILLAC <b>Comments:</b> We are offering 5 different parcels in the South Lake Park plat. These lots are too narrow to support construction without holding multiple lots. You will want to check with the zoning folks for the details on minimum lot size required for construction. THIS SALE IS FOR ONE LOT. Please see county GIS detail for the exact locations. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Irs Lien - 2020-07-20; <b>Summer Tax Due:</b> \$274.78	Barbara St;	\$2100	
10109	<b>Parcel ID:</b> 10-092-00-008-00; <b>Legal Description:</b> LOT 8 SOUTH LAKE PARK PLAT CITY OF CADILLAC <b>Comments:</b> We are offering 5 different parcels in the South Lake Park plat. These lots are too narrow to support construction without holding multiple lots. You will want to check with the zoning folks for the details on minimum lot size required for construction. THIS SALE IS FOR ONE LOT. Please see county GIS detail for the exact locations. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Irs Lien - 2020-07-20; <b>Summer Tax Due:</b> \$312.26	Barbara St;	\$2400	
10110	<b>Parcel ID:</b> 10-092-00-022-00; <b>Legal Description:</b> LOT 22 SOUTH LAKE PARK PLAT CITY OF CADILLAC <b>Comments:</b> We are offering 5 different parcels in the South Lake Park plat. These lots are too narrow to support construction without holding multiple lots. You will want to check with the zoning folks for the details on minimum lot size required for construction. THIS SALE IS FOR ONE LOT. Please see county GIS detail for the exact locations. Vehicles in the picture are not part of the sale. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Personal Property; Irs Lien - 2020-07-20; <b>Summer Tax Due:</b> \$312.26	108 BARBARA ST CADILLAC;	\$2400	
10111	<b>Parcel ID:</b> 10-092-00-023-00; <b>Legal Description:</b> LOT 23 SOUTH LAKE PARK PLAT CITY OF CADILLAC <b>Comments:</b> We are offering 5 different parcels in the South Lake Park plat. These lots are too narrow to support construction without holding multiple lots. You will want to check with the zoning folks for the details on minimum lot size required for construction. THIS SALE IS FOR ONE LOT. Please see county GIS detail for the exact locations. RV is Personal property and not part of the sale. Vul - Vacant Urban Lot; Unbuildable Lands / Too Small; Personal Property; Irs Lien - 2020-07-20; <b>Summer Tax Due:</b> \$312.26	Barbara St;	\$2400	
10112	<b>Parcel ID:</b> 10-096-00-085-00; <b>Legal Description:</b> LOTS 10 AND THE W 1/2 OF LOT 11, BLOCK 225 WEBBER'S ADDITION AND THE S 1/2 OF THE VACATED E/W ALLEY ABUTTING CITY OF CADILLAC <b>Comments:</b> Vacant lot of record on Cadillac's east side. You'll want to check with the zoning folks about area requirements for new construction. Would also make a nice addition for a neighboring yard. Lot sits below road grade but appears to be dry. Brushy. Municipal utility service and natural gas here. This lot was previously owned by the adjacent property owner to the west. <b>Summer Tax Due:</b> \$263.59	721 LINCOLN ST CADILLAC;	\$1900	

10113	<b>Parcel ID:</b> 10-097-00-005-00; <b>Legal Description:</b> LOT 5, BLK. 261 WEBBERS SECOND ADD. CITY OF CADILLAC <b>Comments:</b> Small one story home on the north end of Cadillac. The property is midcentury tract housing, and appears to be in merchantable condition. Natural gas service, mid-life roof. Hardboard siding. Carport. Personal Property; Occupied; Dnvi; <b>Summer Tax Due:</b> \$782.99	1126 RIVERSIDE ST CADILLAC;	\$7700	
10123	<b>Parcel ID:</b> 2209-FGA-27; <b>Legal Description:</b> LOT 27 SUB TO EASMNT FRANKE'S GREEN ACRES HAR. SEC. 24 T22N R9W <b>Comments:</b> Older mobile home in an area of mostly mobile and modular homes. Quiet, clean neighborhood. Appears to have been vacant for a bit. There is a two story storage / mancave / she-shed building in the back yard. The interior is still fairly solid, with evidence of a roof issue near the front door. The hallway floor has a distinct slope to it. Three bedrooms and one bath. Likely some plumbing/hot water issues to deal with. If the yard were cleaned up, this would not be a horrible project. <b>Summer Tax Due:</b> \$302.29	3901 ANNA DR CADILLAC;	\$3100	
10127	<b>Parcel ID:</b> 2210-OR-0401; <b>Legal Description:</b> LOTS 1,2,3,4,5,6,7,8,9,18,19,20,21, BLK. 4 OAK RIDGE PARK SEL. SEC. 26 T22N R10W <b>Comments:</b> This location previously housed a roller rink. A fire destroyed the building, and the foundation and rubble remains. We are not sure of the current zoning classification for this parcel, and you may want to inquire if your use is something other than single family residential. Parcel is 2.2 acres, and offers a thru-the-trees view of Lake Mitchell across the street. Selma Township is the jurisdiction here. <b>Summer Tax Due:</b> \$646.92	2592 N LAKE MITCHELL DR CADILLAC;	\$22000	
10129	<b>Parcel ID:</b> 2210-RV-04; <b>Legal Description:</b> LOTS 4,5,6,7 & 8 RED'S VILLAGE SEL SEC 35 T22N R10W <b>Comments:</b> 5 platted lots in the Reds Village plat on the north side of Lake Mitchell = 1.7 acres of land. There are platted streets that have never been improved back into this area, however several of them travel through what USGS topo maps indicate is marshland. We found no improved access of any kind to this land. Roads - Platted Or Easement Known, But Unimproved; <b>Summer Tax Due:</b> \$64.09	(Off) W Lake Mitchell Drive;	\$750	
10132	<b>Parcel ID:</b> 2211-02-3403; <b>Legal Description:</b> E 40 RDS OF S 20 RDS OF SE 1/4 OF SW 1/4 --5 A.-- BN. SEC. 2 T22N R11W <b>Comments:</b> Nice 5 acre parcel, with about 330' feet on a paved county road. Runs about 660' feet deep. Three bedroom, one bath home mostly needs to be emptied, cleaned, resurfaced and put back to use. There is an older storage building to the rear that is in its death throes and has collapsed under snow load. Ample amount of junk all over the yard including a couple of abandoned cars out front. This property really is more cluttered than anything else. The collection here is mostly "man stuff" as opposed to food garbage and the place is not stinky. Just cluttered. Appears to have been vacant a couple three years, maybe more and has had some water damage at some point. Walkout basement with 8 foot ceiling. Gas forced air heat. 100A electric service. Much of the floor covering has been removed (carpet) indicating a probability of pet issues. Not a bad rehabber project! The property is rolling and mostly open. <b>Summer Tax Due:</b> \$414.80	872 S 21 1/2 RD BOON;	\$8900	

10134	<p><b>Parcel ID:</b> 2211-24-4109; <b>Legal Description:</b> PAR "I" DESC AS COM AT SE COR OF SEC; W 659.55 FT TO POB; W 329.77 FT; N 651.3 FT; E 330.11 FT; S 650.97 FT TO POB. 4.93 A. BN. SEC. 24 T22N R11W <b>Comments:</b> Parcel is roughly 330' feet on the road x 660' feet deep. The house is difficult to see from the road, but if you follow the curving driveway in to the parcel, you'll find it. The structure is a modular home, and the exterior has not had maintenance in some time. The yard is very overgrown, and the soffits and fascia of the roof are detached or loose in many areas. There are broken and open windows and doors, and garbage is strewn widely through the yard. There are several vehicles, boats and other items around the yard. But the real treat is the interior. This is perhaps one of the grubbiest homes that we have encountered in recent years. There is decay and filth from one end to the other, and during our July visit it was "ripe" to the degree that we did not spend much time indoors. The floors are covered with a dark material that may be decayed feces or it may be dirt. Our guess is the first of the two. There is also decayed food garbage, and the doors have been open long enough for several critters to have taken up residence ... we could hear them moving around. Structurally the building seems sound, but this one will take considerable work to bring back to habitability. We suspect it will need to be stripped right to the studs and joists to eliminate the degree of grunge that permeates it. This is not a paint and flip house by any means. We saw metal items inside the home that were heavily oxidized, indicating that the doors and windows that are open here have been open for a considerable amount of time. There is also clear evidence of animal damage ... could have been dogs ... also just as likely to have been raccoons or similar critters. This is not for the faint of heart, but could be a decent place with a LOT of elbow grease. Sanitation Issues And Garbage;</p> <p><b>Summer Tax Due:</b> \$402.27</p>	166 W 34 RD BOON;	\$3300	
10135	<p><b>Parcel ID:</b> 2212-15-1302; <b>Legal Description:</b> PAR COM 832 FT N OF SEC CENT: N 175 FT; E 247 FT; S 175 FT; W TO POB 1 A. M/L SL. SEC. 15 T22N R12W -MESICK- <b>Comments:</b> Located south of Mesick, and east of M-37. Newer modular home on a block crawlspace. Two car detached garage on a one acre country lot. Quiet paved country road backs up to an oak grove. Property is in pretty decent shape, but will need some cleanup and general repair. Accumulation of food garbage and manstuff (tires, car parts) will fill a couple 30 yard dumpsters. Back door and garage door have been kicked in and will need new jambs. This could be a nice starter or retirement home 3BR/1BA</p> <p><b>Summer Tax Due:</b> \$163.57</p>	2247 S 7 1/2 RD HARRIETTA;	\$1700	
10143	<p><b>Parcel ID:</b> 2312-34-2307; <b>Legal Description:</b> COM 293.5 FT E OF W 1/4 COR OF SEC; N 670.6 FT; E 156 FT; S 274.6 FT; W 63.05 FT; S 198 FT; W 27.6 FT; S 198 FT; W 67.1 FT TO POB. 1.73 A M/L SP SEC 34 T23N R12W -MESICK- [[NEW TO ROLL '03 <b>Comments:</b> Parcel is oughly 1.7 acres. Does not front on an improved road of any kind. Parcels to the east are federal lands. Wooded, dry level lands according to USGS topo maps. Roads - None Known (Possibly Landlocked);</p> <p><b>Summer Tax Due:</b> \$40.13</p>	(Off) M-37. Mesick;	\$850	
10145	<p><b>Parcel ID:</b> 2312-FP2-48; <b>Legal Description:</b> LOT 48 FREEMAN PLAT NO. 2 SP. SEC. 17 T23N R12W - MESICK - [[ASSESSED W/ FP2-46 '05 <b>Comments:</b> Level, dry, open homesite in the Hodenpyl Dam area near Mesick. At the corner of Clyde and Freeman Road. Well drained, sandy soils.</p> <p><b>Summer Tax Due:</b> \$50.42</p>	Freeman Road @ Clyde Road - Mesick;	\$1100	
10148	<p><b>Parcel ID:</b> 2312-MA2-033; <b>Legal Description:</b> LOT 33 MCLEOD'S ACRES #2 SP. SEC. 17 T23N R12W -MESICK- <b>Comments:</b> Level open lands. Well drained soils. Quiet resort area. About 1/4 acre.</p> <p><b>Summer Tax Due:</b> \$24.40</p>	Birch Road - Mesick;	\$1100	
10149	<p><b>Parcel ID:</b> 2312-MA2-040; <b>Legal Description:</b> LOTS 40 &amp; 41 MCLEOD'S ACRES #2 SP. SEC. 17 T23N R12W -MESICK- <b>Comments:</b> Of the several lots we have in the Hodenpyl Dam area, this is the largest. It also may have a well or septic that can be repurposed for a new home. The structure that was here has burned and there is some debris, including what's left of a van, to remove. Quiet resort area near Mesick!</p> <p><b>Summer Tax Due:</b> \$73.87</p>	10931 BIRCH RD MESICK;	\$1300	
10151	<p><b>Parcel ID:</b> 2312-WS-19; <b>Legal Description:</b> LOT 19 &amp; N 1/2 OF LOT 20 WADE SNYDER PLAT SP. SEC. 10 T23N R12W -MESICK- <b>Comments:</b> 1/4 acre lot right on M-115/M-37 just west of Mesick. Hi visibility! Old mobile here is of little value. Interior is spartan, and worn.</p> <p><b>Summer Tax Due:</b> \$168.22</p>	4719 SNYDER ST MESICK;	\$2300	

10152	<b>Parcel ID:</b> 2312M-122408; <b>Legal Description:</b> PAR COM 4 RDS S & 771.63 FT E OF SW COR OF BLK 15; E 86.41 FT; S 211.51 FT; W 87.41 FT; N 213.88 FT TO POB. .42 A M/L VILLAGE OF MESICK SP. SEC. 12 T23N R12W -MESICK- <b>Comments:</b> A structure has been removed from this parcel, which accounts for the SEV that exceeds current value. Roughly 1/2 acre in size. Corner lot with municipal water, right across from the school.. There are a couple old sheds and some debris here. No extra charge! Sev Not Accurate; <b>Summer Tax Due:</b> \$867.90	120 E HENRY ST MESICK;	\$10750	
10153	<b>Parcel ID:</b> 2312M-V0614; <b>Legal Description:</b> LOTS 14, 15, BLK. 6 VILLAGE OF MESICK SP. SEC. 12 T23N R12W -MESICK- <b>Comments:</b> Located directly west of the village hall in Mesick, right on M-37! Commercial potential here. Small residential structure has undergone some rehabbing, which was discontinued before completion. The back end of this one is an addition and not as sound as the original front portion. On a crawlspace. Roof is okay in the front, leaking and will need some decking and soffit work in the rear. Kitchen and bath in disrepair. Alley to the rear. Building has low ceilings. High traffic M-37 passes right by the front in downtown Mesick! Incomplete Construction; <b>Summer Tax Due:</b> \$1,333.95	113 E MESICK AV MESICK;	\$11250	
10156	<b>Parcel ID:</b> 2411-08-3201; <b>Legal Description:</b> A STRIP OF LAND IN SW 1/4 APPROX. 190 FT FT IN WIDTH LYING W OF PLAT OF LK GITCH #1 EXC THAT PART LYING N'LY OF A LINE COM AT N COR LOT 196 LK GITCH #1; W TO W LINE OF SECTION 8 & ENDING. 1.32 A M/L HNR. SEC. 8 T24N R11W -BUCKLEY- <b>Comments:</b> Level, well drained open building site in the Lake Gitchegumee POA near Buckley. POA regulations and fees apply. Waterfront parks and other amenities are available here! Association Fees; <b>Summer Tax Due:</b> \$36.17	Orion Drive;	\$850	
10159	<b>Parcel ID:</b> 2411-LG1-220; <b>Legal Description:</b> LOT 220 LAKE GITCHEGUMEE #1 HNR. SEC. 8 T24N R11W -BUCKLEY- <b>Comments:</b> Level, well drained building parcel at the intersection of Gitchegumee Drive and Squaw Trail near Buckley. Lake Gitchegumee and a POA managed park are right across the street!POA fees and restrictions apply here. Many amenities available! Parcel is improved with an electric service drop, but we saw no signs of a well or septic here. Association Fees; <b>Summer Tax Due:</b> \$34.07	Lake Gitchegumee Dr @ Squaw Trail;	\$800	
10170	<b>Parcel ID:</b> MNT-10-2104; <b>Legal Description:</b> PAR COM 33 FT S & 150 FT E OF NW COR OF NE 1/4 OF NW 1/4: S 140 FT; E 95 FT; N 140 FT; W TO BEG. --.3 A M/L-- SEC. 10 T23N R9W CITY OF MANTON <b>Comments:</b> Older frame construction home in Manton. Corner lot. Siding and roof in good condition. Because it is occupied, we did not have the opportunity to review it in detail, but it appears to be in merchantable condition and overall solid repair. Occupied; Personal Property; Dnvi; <b>Summer Tax Due:</b> \$977.56	302 E MAIN ST MANTON;	\$4600	



# 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.