

Public Land Auction

Benzie, Manistee, Wexford

August 2nd, 2021

Benzie, Benzie (Dnr), Manistee, and Wexford Counties



Location:

Online
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

There are two ways to bid at our auctions this year:

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

We have a short window to review several thousand parcels prior to listing them on our website. We began inspecting in May, 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).*

2021 AUCTION SCHEDULE
All Auctions are ONLINE ONLY

Benzie*, Grand Traverse, Manistee, Wexford	Eastern Upper Peninsula (Alger, Chippewa*, Luce, Delta, Mackinac DNR*, Schoolcraft)	Western Upper Peninsula (Baraga, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Marquette, Menominee*, Ontonagon)
8/2/2021	8/3/2021	8/4/2021
Antrim, Charlevoix, Otsego	Crawford, Kalkaska*, Missaukee, Roscommon*	Alcona*, Alpena, Montmorency, Oscoda
8/5/2021	8/6/2021	8/12/2021
Cheboygan, Emmet, Presque Isle	Mason*, Muskegon, Oceana	Clare*, Lake*, Osceola, Newaygo DNR*
8/13/2021	8/16/2021	8/17/2021
Barry, Kalamazoo, Saint Joseph	Branch, Calhoun	Hillsdale, Jackson
8/18/2021	8/19/2021	8/20/2021
Monroe	Berrien*, Cass, Van Buren	Isabella, Mecosta*, Montcalm
8/23/2021	8/24/2021	8/25/2021
Allegan*, Ionia, Kent*, Ottawa	Bay, Gladwin, Midland DNR*	Clinton, Livingston, Shiawassee
8/26/2021	8/27/2021	8/30/2021
Lapeer, Saint Clair, Tuscola, Huron DNR*	Arenac, Iosco, Ogemaw	Saginaw*
8/31/2021	9/1/2021	9/2/2021
Genesee*	No Reserve Auction	* = Includes DNR Parcels
9/3/2021	10/15/2021	

Important Information Regarding Rules and Regulations

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

- Benzie
- Manistee
- 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 minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the FGU from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

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

E. Absentee Bidding

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. 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 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 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 minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 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.
- iv. The party has not been banned or otherwise excluded by the FGU from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

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

The FGU **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the FGU is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **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 recommended that the buyer DOES NOT take physical possession of any purchased property until a deed has been executed and delivered to the buyer. The buyer risks financial loss for any improvements or investments made on purchased property *before the delivery of a deed* in the event that the Foreclosing Governmental Unit exercises their right to cancel the sale. Until the buyer pays for all purchases in full and receives a deed, no activities should be conducted on the site other than:

I. Securing the Property

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

II. Assessing Potential Contamination

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at 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 ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. 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:

- Benzie 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 minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by the DNR from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

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

E. Absentee Bidding

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. 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 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 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 of 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 minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the purchased property is located.
- iii. The party is not purchasing, for less than minimum bid, any property in which the party held an interest at the time a judgment of foreclosure was entered against such property nor is the party purchasing property, for less than minimum bid, on behalf of any other party who held such an interest.
- iv. The party has not been banned or otherwise excluded by the DNR from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

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

The DNR **will not issue a deed** and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If the DNR is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the buyer will **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

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 ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. 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.

Benzie

Lot #	Lot Information	Address	Min. Bid	Sold For
1101	Parcel ID: 03-001-116-00; Legal Description: E 3/8 OF NW 1/4 N & W OF HWY SEC 30 T25N R15W 1 A M/L Comments: Irregularly shaped parcel is triangular in shape. The center of the lot drops off sharply at roadside, and then rolls to the NW toward lower lands and a ravine. Should be a nice spot for a homesite to either side of that ravine. Nice maples on the property. Paved county maintained road. 1.97 acres less road r/o/w. You'll want to find the corners and confirm topography and zoning setbacks before bidding. It appears that a neighboring structure may encroach to some degree onto this parcel from the north. This has not been verified by survey. Encroachments; Summer Tax Due: \$4.79	Herring Road;	\$2135.95	
1103	Parcel ID: 07-011-014-01; Legal Description: N 1/2 OF S 1/2 OF NE 1/4 OF SE 1/4 SEC 11 T26N R14W 10 A M/L P.A. 2318 NORTH HAZE ROAD Comments: This is a standard horizontal 10 acre parcel, with 330' road exposure along the east boundary x 1320' deep. It is entirely uplands, and timbered in young maples and other varieties. The cabin is a goner. Has severe rot and structural damage. This is a beautiful piece of property in a very popular area between Beulah and Interlochen just off US 31. We have placed pink survey tape at the two corners of the parcel on the road. The NE corner is up a hillside two track that has loose soil ... not recommended for your Corvette ... 4WD or SUV territory. Power has been dropped here. We did not see any evidence of either a well or a septic. Structural issues; Summer Tax Due: \$154.02	2318 N. HAZE ROAD BEULAH;	\$2877.75	
1104	Parcel ID: 07-040-006-00; Legal Description: S 231 FT OF NW 5 RD OF LOT 10 3RD ADD HONOR OUTSIDE CORP. P.A. 10372 DEADSTREAM ROAD (POWER POLE - TEMP) Comments: Hillside lot just north of Honor on Deadstream Road. Has a playhouse grade "log cabin". Crude driveway leads from the road. Temporary power pole at rear of lot, which is 1/3 acre in size and may be large enough to build on. Check with the zoning people if thats on your bucket list here. Summer Tax Due: \$24.01	10372 DEADSTREAM ROAD TEMP HONOR;	\$1257.32	
1105	Parcel ID: 08-013-005-10; Legal Description: COM AT N 1/4 COR OF SEC E 104 FT TO POB E 421 FT S 1090 FT W 525 FT N 882 FT E 104 FT N 208 FT TO POB SEC 13 T26N R13W 12.87 A M/L Comments: Approximately 421' of frontage on busybusybusy US 31 near the Benzie-Grand Traverse county line west of Interlochen corners. Runs 1090 deep and wraps around behind the Inland Township cemetery. Level, dry, wooded land has a multitude of potential uses from RV Park, commercial, subdivision or estate size ranch parcel. May have been structures here at one time that have been removed ... just some rubble left. There is also a storage shed type structure on the parcel about half-way back in the evergreens that we are told may be a "squatter" shack occupied by "Ray". He wasn't home when we visited. This is currently zoned as residential, but you could check with the local zoning to see if it could be used for your particular intended use. Summer Tax Due: \$40.18	US-31 INTERLOCHEN;	\$1259.38	
1106	Parcel ID: 08-023-021-00; Legal Description: BEG 412.5 FT W OF SE COR OF NE 1/4 OF SE 1/4 N 165 FT W 138 FT S 165 FT E 138 FT TO POB SEC 23 T26N R13W .52 A M/L P.A. 19914 KENT STREET Comments: Property is occupied by an elderly woman. In generally merchantable condition. We did not have the opportunity to view it in detail because of occupancy. Occupied; Dnvi; Summer Tax Due: \$36.49	19914 KENT STREET INTERLOCHEN;	\$9566.89	
1107	Parcel ID: 08-070-004-00; Legal Description: LOTS 3-4 BLK 1 BENDON P.A. 19963 KENT STREET Comments: Stick bilt ... possssibly manufactured housing in Bendon. Very grown up around the outside and has not been particularly well taken care of. Garage and yard are full of debris, and we surmise the house is also. We are told occupants are renters. There are vacant parcels adjacent to this also available. Structurally it appears to be merchantable. But we anticipate the inside is grubby. Occupied; Dnvi; Summer Tax Due: \$167.45	19963 KENT STREET INTERLOCHEN;	\$8690.72	
1108	Parcel ID: 08-070-005-00; Legal Description: LOT 5 BLK 1 BENDON P.A. 19937 KENT STREET Comments: Single platted lot in Bendon. There is a power service here indicating that there may have been a trailer or other structure here in the past. Summer Tax Due: \$13.15	19937 KENT STREET INTERLOCHEN;	\$915.86	

1109	Parcel ID: 08-070-010-00; Legal Description: LOTS 13-14-15 BLK 1 BENDON Comments: Level, open ground in Bendon. This is a triple platted lot in the unincorporated village. This was used by the occupants of the house to the north, and there is some spill-over to dispose of. Summer Tax Due: \$28.08	Cinder Road, Bendon;	\$871.57	
1110	Parcel ID: 12-025-026-00; Legal Description: BEG AT SE COR OF NW 1/4 OF SE 1/4 S 88 DEG W 638.04 FT ALG S LN OF NW 1/4 OF SE 1/4 TO POB N 18 DEG E 189.97 FT N 80 DEG W 82.41 FT N 115.75 FT N 43 DEG W 372.47 FT TO E BANK BETSIE RIVER S'LY TO S LN OF NW 1/4 OF SE 1/4 E TO POB SEC 25 T25N R14W 5 A M/L Comments: Beautiful parcel on the Betsie River! Depending on your ciphering, there is somewhere between 5 and 8 acres here. Some of the riverfrontage may be a little marshy according to USGS topographical maps, but there is plenty of buildable land overlooking the river here! Our measurement is that there is roughly 900 FEET of river frontage. The issue with this parcel may be access and utility easement. There is no improved, public road to this parcel, and we see no "easy" way to get to it except over neighboring parcels. The neighbor to the east indicates that there is a shared private road that reaches this parcel, but states that he will not consent to utility easement over his property. You will want to have title research done by a competent professional before bidding unless you own adjacent lands and have access. There is a large old structure here, but it is wayyyyyyy beyond rational repair. But you'll never run out of kindling! Summer Tax Due: \$91.78	THOMPSONVILLE;	\$1924.44	
1111	Parcel ID: 12-050-002-00; Legal Description: LOTS 7-8 BLK 2 ASS'ORS SUB DIV Comments: 1/4 acre parcel +/- . State land on all four sides, tho there are platted roads (not improved) bordering it that may give "legal access". You'll want to check streets for vacation/abandonment. Uplands hillside. About 200 feet south of Aylsworth Road, a gravel county road. There is power in the area, but not right at the roadside. Summer Tax Due: \$4.04	(Off) Aylsworth Road;	\$392.41	

Benzie DNR

Lot #	Lot Information	Address	Min. Bid	Sold For
10002	Parcel ID: 12-503-024-00; Legal Description: ASSESSOR'S ADDITION LOT 35 Comments: Large, almost 1 acre build site in Thompsonville village. Paved frontage on Third Street, and two-track grade frontage on platted Judson Street on the side line. Parcel is brushy at the paved road but open to the rear. Municipal water at the street. 180' on Third Street x 240' deep. Zoned R-2. State/DNR excess lands. Dnr Aa; Dnr Min; Summer Tax Due: TBA	Third Street @ Judson Avenue, Thompsonville;	\$11340.00	

Manistee

Lot #	Lot Information	Address	Min. Bid	Sold For
3800	Parcel ID: 01-015-005-20; Legal Description: ALL TH PT NW 1/4 LYING S'LY OF POINT ARCADIA SUBDIVISION, EXC TH E 633 FT THEREOF. SEC 15 T24N R16W 3.32 A M/L Comments: For lack of a better term, this is an island. It is located in the channel off Lake Michigan at Point Arcadia. There is no access by land to this parcel. It may be man-made as may have been intended as a barrier to protect the dockage at the ValleyWood Cove condo project that is adjacent. There is no physical access to the parcel except by water. You'll want to investigate whether there is (or could be) an easement or other legal access available before bidding. The parcel is roughly 3 acres in size, and is quite narrow. It is unlikely to support either construction or onsite sewerage. One could theoretically dock a fairly large boat here with proper permitting and construction. But we can't guarantee that. Summer Tax Due: \$1,401.48	Arcadia Lake Island;	\$6336.57	
3801	Parcel ID: 01-035-003-17; Legal Description: PT N 1/2 S 1/2 NE 1/4, COM AT E 1/4 COR OF SD SEC, TH N 662.92 FT TO SE COR OF SD N 1/2 S 1/2 NE 1/4, TH N 89 DEG 47 MIN 57 SEC W 438.84 FT TO POB, TH CONT N 89 DEG 47 MIN 57 SEC W 438.84 FT, TH N 330.12 FT, TH S 89 DEG 53 MIN 10 SEC E 439.70 FT, TH S 330.79 FT TO POB. SEC 35 T24N R16W. (PARCEL F) 3.33 A*M/L. Comments: Parcels 3801 and 3802 are adjacent 3+ acre parcels, roughly square in shape, on a quiet country road outside of Bear Lake. Parcel 3802 is on paved Edrman Road, a county maintained road. 3801 sits to the west, on a (we think) private shared road that may not be county maintained ... as it is unnamed. The soils are sandy and well drained, easily supporting construction. The vegetation is evergreen. The boundary line between the two parcels is roughly where an overhead power line passes through. We marked the NW corner of the west parcel along the road with pink survey tape on a small tree. Buy one or both! Summer Tax Due: \$314.91	(Off) ERDMAN RD BEAR LAKE;	\$1714.00	
3802	Parcel ID: 01-035-003-20; Legal Description: PT N 1/2 S 1/2 NE 1/4, COM AT E 1/4 COR OF SD SEC, TH N 662.92 FT TO SE COR OF SD N 1/2 S 1/2 NE 1/4 & POB, TH N 89 DEG 47 MIN 57 SEC W 438.84 FT, TH N 330.79 FT, TH S 89 DEG 53 MIN 10 SEC E 439.70 FT, TH S 331.46 FT TO POB. SEC 35 T24N R16W. (PARCEL H) 3.09 A*M/L. Comments: Parcels 3801 and 3802 are adjacent 3+ acre parcels, roughly square in shape, on a quiet country road outside of Bear Lake. Parcel 3802 is on paved Edrman Road, a county maintained road. 3801 sits to the west, on a (we think) private shared road that may not be county maintained ... as it is unnamed. The soils are sandy and well drained, easily supporting construction. The vegetation is evergreen. The boundary line between the two parcels is roughly where an overhead power line passes through. We marked the NW corner of the west parcel along the road with pink survey tape on a small tree. Buy one or both! Summer Tax Due: \$294.18	ERDMAN RD BEAR LAKE;	\$1624.87	
3803	Parcel ID: 02-018-375-10; Legal Description: N 430.78 OF W 491.74 FT OF SE 1/4 SW 1/4. 4.87 A SEC 18 T23N R15W. Comments: Late century raised ranch construction, on a fairly square parcel about 5 acres in size (4.77 a). This home appears to be unoccupied BUT ITS NOT. The occupant resides in the lower level and has no car and seldom leaves the property. The upper level is wired, but no drywall or floor finishes. Inoperable vehicle and a small amount of debris. Generally clean around the exterior tho there is an old camper and some "man stuff" in the yard. Sits at the end of a shared driveway, second house in off Maidens Road. Nicely wooded, rolling lands. Could be nice in the right hands. We did not get to see the interior. Incomplete Construction; Occupied; Dnvi; Summer Tax Due: \$503.82	6312 MAIDENS RD BEAR LAKE;	\$2065.12	
3804	Parcel ID: 02-581-711-01; Legal Description: TILLSONS ADD TO VILL OF BEAR LAKE LOTS 1, 2, 3 EXC COM NE COR LOT 3, TH W ALG N LI 20 FT, TH SE'LY TO SE COR OF LOT 3, TH N ALG E LI TO POB, BLK 4, ALSO N 1/2 OF ALLEY LYING ADJ TO LOTS 1 THRU 3 AS VAC . Comments: Modern construction, ranch style home in Bear Lake village, north of Manistee on US 31. Home is OCCUPIED and as a result we did not get to examine it in detail. It appears to be in generally merchantable condition. It's located at the intersection of Lake Street (US31) and Mallison Way. Detached two car garage. Might be a modular or manufactured home. Corner lot. Large yard with basketball court behind garage. Personal Property; Occupied; Dnvi; Summer Tax Due: \$1,190.99	8073 LAKE ST BEAR LAKE;	\$3863.40	

3805	Parcel ID: 02-641-704-15; Legal Description: WILDWOOD LOT 18 BLOCK 2. Comments: Nicely wooded parcel is roughly 1/6th of an acre. Located on a platted, but unimproved street that runs north off Potter Road in Bear Lake. The village is not zoned, so it may be buildable, but you'll want to check with the county planning department. Nice rolling, sandy soils in a quiet spot. Summer Tax Due: \$55.10	(Off) Potter Road;	\$524.65	
3806	Parcel ID: 04-024-150-01; Legal Description: N 1/2 S 1/2 NE 1/4 EXC PT LYING N OF S LI OF OLD A.A. RR GRADE SEC 24 T24N R13W 37.00 A. Comments: Very nice 37 acre parcel with a small amount of frontage on Harlan Road. There is a gated private road along the north edge of the parcel, over what was once the Ann Arbor railroad right of way. The former owner of this parcel lives next door and disputes the tax foreclosure. There could be a challenge prior to the sale. This property should be considered "still occupied" and we do not advise that you enter the gated road. Summer Tax Due: \$351.03	15732 HARLAN RD COPEMISH;	\$3151.64	
3807	Parcel ID: 06-424-701-07; Legal Description: LAKE WINNOGENE SUBURB LOTS 4 & 5 BLOCK 9. Comments: 1.5 story home on the south edge of Manistee city. This property is still occupied, so we didn't get a real good look. There are clear signs of deferred maintenance, and we suspect the interior is pretty full of personal property and accumulation. Some of the crank-out windows have broken hardware based on the positions they're open at. Overall this one could likely be rehabbed, but interior condition is speculation at best. Personal Property; Occupied; Dnvi; Summer Tax Due: \$353.72	389 TWELFTH ST MANISTEE;	\$3201.65	
3808	Parcel ID: 07-011-001-05; Legal Description: PT NE 1/4 NE 1/4, COM NE COR THEREOF FOR POB, TH S 6 DEG 12 MIN 12 SEC E 327.59 FT, TH W 316.84 FT, TH N 4 DEG 29 MIN 50 SEC W 327.04 FT, TH E 307.09 FT TO POB. PARCEL H 1.88*A M/L SEC 11 T21N R16W. Comments: Just a short walk from Claybanks creek and lake, located on the corner of Claybanks and Pine Creek Road. 2+ acre corner lot with a beat up old trailer that is in rough shape. Inside, the floors are weak, and it appears that the frame is twisting, probably from a poor footing system underneath. Speaking of underneath, there are critters down there that also live on the main floor. Raccoons we would guess based on our careful analysis of the stool samples. The trailer is not worth repair, but this is a nice corner lot in a great recreational area not far from the legendary Tippy Dam and Manistee River fisheries. There is a great 6 foot satellite dish for talking to the aliens. Level, dry, lightly wooded lands here. Summer Tax Due: \$177.85	36 S CLAYBANK RD MANISTEE;	\$2667.60	
3809	Parcel ID: 10-643-719-02; Legal Description: SECOND ADD. TO VILL. OF WELLSTON LOT 2 BLOCK 19. Comments: Mid century 2BR/1BA cottage in Wellston off M-55. There was a woodstove fire here, and the damage appears to have been confined for the most part to smoke and some fire damage, but it's repairable for sure. There is an area of the floor opened up in the living room ... where we assume a woodstove maybe ashed on the floor and caught on. There appears to have been some smoke damage to the attic and above the ceiling, but there really isn't substantial evidence of structural damage other than the area around the woodstove on the floor. We did not see any real evidence of fire damage up top or on the roof. This is a rather spartan structure, and if we were going to redo it, we'd gut, reinsulate and upgrade all of the mechanicals. Has a detached one car garage that needs a new overhead door. This property was occupied through about December of 2020. Fire Damage; Summer Tax Due: \$137.61	17423 SPRING ST WELLSTON;	\$2263.97	
3810	Parcel ID: 12-008-325-06; Legal Description: PT NW 1/4 SW 1/4 COM AT NE COR, S 899.1FT TO C/L CO RD, W 40.2FT FOR POB., W 155FT, N 113FT, S 71DEG 30MIN E 104.6FT, S 34DEG 52MIN E 97FT TO POB SEC 8 T24N R15W. Comments: Used to be a small village here named "Malcolm". It's long gone except on old maps now. This is an irregularly shaped parcel that is dry, but sits about 6 feet below road grade. It just touches Keillor Road at a narrow point ... probably not enough for a driveway width. Not sure what you'd do with it ... Near the intersection of Keillor and Glovers Lake Roads. Summer Tax Due: \$46.67	Keillor Road;	\$562.57	

3811	<p>Parcel ID: 12-561-709-05; Legal Description: ASSESSORS PLAT OF SAUNDERS ACRES LOT 18. Comments: Mobile home and garage on a 1/4 acre lot just north of Bear Lake on US 31, also known as the Pleasanton Highway. The buildings need some work. We did not get to see them in detail as this property appears to still be occupied. There are several campers, boats and vehicles on the parcel to which we do not have title, and as such they are not included. The land in this area tends to be wet, and we suspect the back yard is either seasonally or regularly moist. Personal Property; Dnvi; Occupied;</p> <p>Summer Tax Due: \$554.46</p>	13479 PLEASANTON HWY BEAR LAKE;	\$3101.31	
3812	<p>Parcel ID: 13-033-375-20; Legal Description: PT SE 1/4 SW 1/4, COM S 1/4 COR OF SD SEC, TH N 02 DEG 37 MIN 11 SEC W 277.5 FT TO POB, TH N 89 DEG 10 MIN 29 SEC W 244 FT, TH N 02 DEG 37 MIN 11 SEC W 131.25 FT, TH S 89 DEG 10 MIN 29 SEC E 244 FT, TH S 02 DEG 37 MIN 11 SEC E 131.5 FT TO POB. .65 A*M/L SEC 33 T24N R14W. Comments: Older 2 bedroom mobile on 2/3rds of an acre near Healy Lake and Copemish. In clean, merchantable condition, and was occupied until late 2020. Needs some roof repair and has numerous small weak spots in the subfloor. We do not believe that this was winterized, probably freeze damage. A couple of abandoned vehicles. All former owners are deceased and there are no probates open. Level, sandy soils. We are told that there "might" be issues with the septic, but they weren't sure (second hand info). No tongue or axle on this unit. Caper out back ... we have no title and cannot include it in the sale. Personal Property;</p> <p>Summer Tax Due: \$112.36</p>	13060 HEALY LAKE RD BEAR LAKE;	\$1175.22	
3813	<p>Parcel ID: 14-008-020-90; Legal Description: E 1/2 W 1/2 SW 1/4 SE 1/4 SEC 8 T21N R15W. (PARCEL B) 9.19 A*M/L. Comments: Manufactured or modular housing unit on a 9+ acre parcel, located on M-55 between Wellston and Manistee. Parcel has roughly 330 feet on the highway and runs 1320' or so deep, subject to the M-55 r/o/w. The land is fairly open, with younger brushy growth and has been clear cut in the past. The home shows signs of rough use and a lack of maintenance from the road. We did not see it up close because it is still occupied and contains personal property. There is some debris in the yard and we assume there is more out back. Could be a decent property with some elbow grease and hard work. Personal Property; Occupied; Dnvi; Mobile Home;</p> <p>Summer Tax Due: \$390.23</p>	7590 CABERFAE HWY MANISTEE;	\$3711.68	
3814	<p>Parcel ID: 14-011-029-10; Legal Description: PT NW 1/4 OF SE 1/4, COM 744.69 FT E OF INT W LI SE 1/4 & N LI M-55, TH ELY ALG R/W 207.31 FT M/L, TH N TO N LI NW 1/4 OF SE 1/4, TH WLY ALG N LI TO A PT N OF POB, TH S TO POB. SEC 11 T21N R15W .33 A M/L. Comments: This property has been in pretty tough shape for a few years, but it was still occupied until a fairly recent fire. Now she's toast. This is damaged beyond repair. Small 1/4 acre parcel. There is a cute little cabin to the west that is N-O-T on this parcel. We have placed flags along that property line to illustrate that ... let's hope people pay attention to them :) Dangerous Building; Fire Damage;</p> <p>Summer Tax Due: \$272.33</p>	10656 CABERFAE HWY MANISTEE;	\$2678.88	
3815	<p>Parcel ID: 14-126-005-00; Legal Description: W 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 SEC 26 T21N R16W. 10 ACRES. Comments: This is a square 10, 660 x 660. It is over 1/4 mile from any legal access as it is surrounded by private lands and there are no roads of any kind, public or private to get to it. This is a wooded uplands parcel. Makes sense for an adjoining property owner, but otherwise you'll have to buy easement and build a trail or road which will cost more than the parcel does Also, there is no power out here. Closest public road access is 1/4 mile west from the North Custer Road. No Power In Area;</p> <p>Summer Tax Due: \$78.92</p>	(Off) N Custer Road;	\$1425.32	
3816	<p>Parcel ID: 14-700-020-00; Legal Description: STRONACH LUMBER COMPANY'S ADDITION TO VILLAGE OF STRONACH LOT 12 BLOCK B. Comments: Modern, vinyl sided home in the quiet Village of Stronach on the east shore of Manistee Lake. Attached two car garage. Home is occupied, so we did not have the opportunity to view it in detail. Personal Property; Occupied; Dnvi;</p> <p>Summer Tax Due: \$407.52</p>	1380 THIRD AV MANISTEE;	\$2201.94	

3817	<p>Parcel ID: 51-146-720-10; Legal Description: AMENDED MAP OF ENGELMANNS ADDITION W 1/2 OF LOT 5 BLOCK 6 ____P.ADDR: 162 HARRISON ST. Comments: 1.5 story home has had some rough use. Has an amateur remodel effort at a dormer on the east side. Narrow lot with stacked one-wide parking. The vinyl siding is beat up and faded, with a few soffit areas missing. Roof is older and near end of life, but not visibly leaking. There is clear deflection in the side walls as the result of bracing being removed upstairs to make "more room" inside. Future snow load could cause collapse if not addressed. The house is crooked, really dirty and in need of a major overhaul. There are plenty of tires here, enough for the whole fleet and some left over for swings. We saw several open sewer pipes inside. It also has "that animal smell" and a good layering of pet hair. This is a narrow lot, probably 25' or 30' wide. Would make a great side yard for a neighbor with demo. Broken windows included at no extra charge. Sanitation Issues And Garbage; Structural Issues; Animal Damaged;</p> <p>Summer Tax Due: \$936.50</p>	162 HARRISON ST MANISTEE;	\$3501.76	
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Wexford

Lot #	Lot Information	Address	Min. Bid	Sold For
6000	Parcel ID: 10-056-00-099-00; Legal Description: N 67 1/2 FT. OF E 80 FT. OF LOT 31 CUMMER & HAYNES ADD. CITY OF CADILLAC Comments: Fire damaged home in the City of Cadillac. The fire damage does not appear to be structurally serious, but more of a surface and contents event perhaps in the living room or kitchen (?) but can't tell origin for sure. The living room has a false ceiling that was sheetrocked and probably kept it from spreading into the walls rapidly. The home is CONDEMNED. That does not necessitate demolition, but instead means that it cannot be occupied until it has been restored to meet the requirements of the local building code official. So we would suggest that you check with them for the honey-do list. The roof appears to be mid-life and generally intact. Needs new siding. Several windows are missing and the building is open to the elements. Condemned; Fire Damage; Summer Tax Due: \$835.40	523 BOND ST CADILLAC;	\$4782.21	
6001	Parcel ID: 10-064-00-005-00; Legal Description: N 20 FT. OF LOT 5, ENTIRE LOT 6 & S 6 FT. OF LOT 7, BLK. 1 HIGHWAY PARK ADDITION, CITY OF CADILLAC Comments: Small, mid century wood frame construction. Vinyl sided, newer roof. Occupied at the time of our visit in late May. Probably not a bad place, but you'll fill a couple dumpsters here just from the yard alone. Campers, cars, you name it, there are at least one of everything in the back yard. House is fairly small, probably 600 sft and one or possibly two bedrooms. Overall this is not a bad property, but its difficult to tell without seeing inside. Occupied; Personal Property; Dnvi; Summer Tax Due: \$551.66	414 DONNELLY ST CADILLAC;	\$12069.07	
6002	Parcel ID: 10-064-00-024-00; Legal Description: LOTS 1-2 & 3, BLK 2 HIGHWAY PARK ADD, CITY OF CADILLAC Comments: Triple platted lot in the Highway Park addition to Cadillac. Level, dry lands served by municipal utilities, natural gas and cable. Paved with curb and gutter. Well kept, mid-century homes in the area. Check with the zoning folks about your building plans for this one. Vul - Vacant Urban Lot; Summer Tax Due: \$102.82	446 DONNELLY ST CADILLAC;	\$906.11	
6005	Parcel ID: 2109-27-3105; Legal Description: PART OF GOVT LOT 2 COM 257.64 FT S35D 12'E OF INT OF W'LY R/W OF HWY M-115 & S LINE BLK BERRY RD: S54D48'W 140.3 FT. TO LAKE; N45D51'W 150 FT; N43D54' E 171.15 FT; S35D12'E 180 FT. TO BEG. .58 A M/L CL. SEC. 27 T21N R9W . Comments: This 70's era cottage sits on a southern facing hillside lot that slopes to the edge of Stone Ledge Lake. We're guessing that there has been no regular occupancy here in some time, maybe ten years or more. The cottage is in overall excellent repair, tho the decking could use some attention ... it's not "bad" but it's heading to that phase without some due care. One bedroom up, and one down in the full height semi-finished basement. This is roughly the size of a large two car garage. The driveway appears to be shared ... and there is currently a disabled vehicle blocking it. Not sure who that belongs to ... no one was home next door to ask. This property is on M-115 SE of Cadillac a couple miles ... and can be a little noisy from traffic. It sits below road grade about 20 foot. This one would not take much work to make fully useable. We think this property was winterized as to the plumbing after its last use. Summer Tax Due: \$684.29	9380 E M-115 HWY CADILLAC;	\$4356.58	
6007	Parcel ID: 2110-BB11827; Legal Description: LOT 27, BLK. 18 & VACATED ALLEYS & ROADS PER L610 P956 BOULEVARD BEACH SUBDIVISION #1 CG. SEC. 3 T21N R10W. Comments: Parcel is too small to build on, has no road access and is likely submerged or at least very swampy. Swamp Lot; Unbuildable Lands / Too Small; Summer Tax Due: \$12.51	(Off) S Lake Dr.;	\$404.77	
6008	Parcel ID: 2110-BB56144; Legal Description: LOTS 44 & 45, BLK. 61 BOULEVARD BEACH SUBDIVISION #5 CG. SEC. 3 T21N R10W. Comments: Parcel is too small to build on, has no road access and is likely submerged or at least very swampy. Unbuildable Lands / Too Small; Summer Tax Due: \$17.02	(Off) S Lake Drive;	\$434.11	
6009	Parcel ID: 2110-BB56150; Legal Description: LOTS 50 & 51, BLK. 61 BOULEVARD BEACH SUBDIVISION #5 CG. SEC. 3 T21N R10W. Comments: Parcel is too small to build on, has no road access and is likely submerged or at least very swampy. Unbuildable Lands / Too Small; Summer Tax Due: \$17.02	(Off) S Lake Drive;	\$434.11	

6010	Parcel ID: 2112-06-4303; Legal Description: PAR COM AT S 1/4 POST: N 200 FT; E TO M-37 R/W; S'LY ALONG HWY TO S SEC LINE; W TO BEG. --1.07 A M/L-- SB. SEC. 6 T21N R12W. Comments: Everybody tells us that they want a nice, quiet little log cabin in the woods. HERE IT IS. This one has been well taken care of and has a steel roof and newer foundation and full basement for extra storage. Vertical log, mid century construction. Has outbuilding that is presently just storage but could double as guest space with some work. The most recent date we found on anything here was 2008. There are three old trucks and a tree damaged camper to dispose of. This is a really sharp little place that could be stunning in the right hands. Sits on about 1 acres on M-37 a couple miles north of the junction with M-55. Don't miss out on this one! Personal Property; Summer Tax Due: \$318.91	6986 S M-37 HWY HARRIETTA;	\$2670.25	
6011	Parcel ID: 2209-09-4303; Legal Description: PAR COM 243 FT N & 104.63 FT E OF S 1/4 POST: E 354.39 FT; N 157 FT; W 335.46 FT TO R/W OF HWY US-131; SW'LY ALONG HWY TO BEG. --1.24 A M/L-- HAR. SEC. 9 T22N R9W -CAPS- Comments: This one started life as a commercial or retail location on (then) US 31, and then one day the freeway came thru and the traffic went POOF. It was later converted to a printing shop, and now awaits your creativity. Parcel is irregular in shape. Fronts roughly 150' on the road and runs about 350' deep. There is a small home to the south of this structure that is NOT on this parcel. The interior of this structure has been gutted to the framing. The roof appears to have numerous localized leaks and the interior is full of castoffs. There is evidence of a woodstove fire, but that damage has been generally repaired. Small cellar with a furnace. There is another building out back that is cold storage and in rough condition. Lots of debris in that one. Concrete block construction appears to be generally sound. Mopped tar roof. There is a sticker on the rear building suggesting that it was tagged as a meth lab at one point however given that this was a printing shop we can't be sure if that was a legitimate warning sticker or something they printed for the local law enforcement folks. Summer Tax Due: \$985.36	1989 S MACKINAW TRL CADILLAC;	\$5548.03	
6012	Parcel ID: 2210-26-3407; Legal Description: THAT PART OF SE 1/4 OF SW 1/4 LYING BETWEEN LOT 1 OF B.R. PLAT #1 & S SEC LINE, BEING 70 FT E & W BY 150 FT N & S --.24 A M/L-- SEL. SEC. 26 T22N R10W -CAPS- Comments: Parcel is too small to build on, and has no road access. Unbuildable Lands / Too Small; Summer Tax Due: \$18.85	(Off) W Lake Mitchell Drive;	\$445.51	
6013	Parcel ID: 2210-BR2-25; Legal Description: LOT 25 BIRCH RIDGE #2 SEL. SEC. 26 T22N R10W -CAPS- Comments: 1960's vintage mobile with a frame porch. Tongue still attached so you can take it camping and still feel at home. There is evidence of freeze damage to the plumbing and some roof leakage. Minor debris in the yard. Interior in somewhat under construction. 1/4 mile from Lake Mitchell in a quiet neighborhood. Personal Property; Dnvi; Summer Tax Due: \$181.16	169 ARBUTUS AV CADILLAC;	\$3418.51	
6014	Parcel ID: 2210-RV-01; Legal Description: LOT 1 RED'S VILLAGE SEL. SEC. 35 T22N R10W -CAPS- Comments: Parcel is about 6500 sq ft. Too small to build on. Has no improved road access. You'd need adjacent lands and access to have a build site. Unbuildable Lands / Too Small; Summer Tax Due: \$10.72	(Off) Akron St;	\$388.21	
6015	Parcel ID: 2210-TL-79; Legal Description: LOT 79 TIMBERLINE SUBDIVISION SEL. SEC. 8 T22N R10W -MESICK- Comments: Just off M-115 between Cadillac and Mesick. Level, open lot with well drained soils. Appears to be the local dirt bike race track. On a quiet country road. Might be a nice spot for an upnorth retreat. Summer Tax Due: \$26.34	Yosemite Road;	\$627.95	
6017	Parcel ID: 2312-WS-03; Legal Description: LOT 3 WADE SNYDER PLAT SP. SEC. 10 T23N R12W -MESICK- Comments: Parcel sits just west of Mesick and north of M-115. Open, level lands with well drained soils. Summer Tax Due: \$24.60	Barber Drive;	\$624.26	
6018	Parcel ID: 2410-33-3305; Legal Description: E 330 FT OF S 264 FT OF SW 1/4 OF SW 1/4 - 2 A. M/L GW. SEC. 33 T24N R10W -MESICK- Comments: Parcel fronts 330' feet on E 14 Road, and runs 264' feet deep. Land is low but not quite to swamp category. There are cattails here if thats a barometer for you. Good recreation or camp property on a county maintained road. We have placed pink survey tape at the approximate side corners at the road. Summer Tax Due: \$25.51	E 14 Road;	\$618.48	

6019	Parcel ID: 2411B-VB-210; Legal Description: LOT 210 FIRST ADDITION VILLAGE OF BUCKLEY HNR. SEC. 6 T24N R11W -BUCKLEY- Comments: This is a very high profile, verrrrry visible commercial corner on M-37 at the intersection in downtown Buckley. This is a gateway traffic point to booming Traverse City. We *also* have another parcel (6020) that is right next door if you'd like more room. This site lends itself to commercial redevelopment. There is an existing wood frame building here that has considerable issues with decay in the siding and roof. It has a late century forced air furnace. There is municipal water service here. Personal property here remains titled in the former owner and is not included. We had difficulty getting inside this one for photos, but we could see that there is a good amopunt of rummage sale grade property inside andthere appear to be a couple of pretty good roof leaks. This is a great commercial corner. Personal Property; Summer Tax Due: \$483.34	102 W WEXFORD AV BUCKLEY;	\$6497.59	
6020	Parcel ID: 2411B-VB-211; Legal Description: LOT 211 FIRST ADDITION VILLAGE OF BUCKLEY HNR. SEC. 6 T24N R11W -BUCKLEY- Comments: The old timers will remember this one. This is the long-time local landmark Borsts Country Kitchen. Right at the main four in downtown Buckley on the way to TC on high traffic M-37. This is a very visible downtown location on the gateway path to TC. Also see sale 6019 which is adjacent if you'd like a larger commercial footprint. The building is loaded with restaurant cast off (mostly chairs). We do not have title to the personal property and you'll need to give the former owners an opportunity to come and get it. The building is in pretty sad shape. Its not collapsing, but we wqouldn't call it "quaint" either. It is open to the elements, especially on the upper floor where there are 6 inch openings around the undersized windows in the openings. The floors and walls all have deflection and bow and weave. Its best days are past. Personal Property; Summer Tax Due: \$154.94	106 W WEXFORD AV BUCKLEY;	\$2981.51	
6021	Parcel ID: MN-CC-02-12; Legal Description: LOT 12, BLK. 2 CEDAR CREEK PLAT CITY OF MANTON Comments: 1960's vintage mobile home in Manton. Has a wood frame porch addition. Has not been well maintained for some time. The exterior is worn and has numerous open, broken or missing windows. Inside, she is a dirty girl. Lots of debris and cast offs that make the condition difficult to ascertain until it is emptied. Numerous roof leaks, especially at the roof edges. Some debris in the yard, but mostly inside. Corner lot in a clean well maintained neighborhood. Summer Tax Due: \$200.09	109 W ELM ST MANTON;	\$2114.82	
6022	Parcel ID: MN-HF-01-10; Legal Description: E 1/2 OF LOTS 10 & 11 & E 35 FT OF LOT 12, BLK. 1 HUFF'S ADDITION CITY OF MANTON Comments: Large city lot in Manton. Fronts on W Elmore Street, and also has alley service at the rear. There is a swingset and a small storage barn that we are fairly certain are on this parcel, but we can't guarantee that without a survey. There is municipal water here. Paved village maintained street. Vul - Vacant Urban Lot; Summer Tax Due: \$141.79	405 W ELMORE ST MANTON;	\$1149.64	
6023	Parcel ID: MN-RODNB-06; Legal Description: LOT 6 RODENBAUGH'S ADDITION CITY OF MANTON Comments: Older mobile in NE Manton. We didn't get an aswer at the door, but we thought we heard TV or other audio inside and did not enter. Power appears to still be on here as of the end of May. It appears the occupant may be elderly or disabled if still here, as there is a ramp to the front door. There is lots of "man stuff" around the yard, but not much of value. We do not have title to personal property and cannot include it in the sale. Quiet, well maintained neighborhood. This is probably worthy of a rehab, but its difficult to be certain without seeing inside. Occupied; Personal Property; Dnvi; Summer Tax Due: \$300.20	223 ROBERTS ST MANTON;	\$2050.40	

Property Transfer Affidavit

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

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

1. Street Address of Property		2. County	3. Date of Transfer (or land contract signed)
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate	
		6. Seller's (Transferor) Name	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.		8. Buyer's (Transferee) Name and Mailing Address	
		9. Buyer's (Transferee) Telephone Number	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.			
10. Type of Transfer. Transfers 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.