

Public Land Auction

Mason, Muskegon, Newaygo DNR, Oceana

September 8th, 2022

Mason, Mason (Dnr), Muskegon, Newaygo (Dnr), Oceana (Dnr), and Oceana
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.



Follow us on Facebook for the latest updates:
www.facebook.com/taxsaleinfo

There are two ways to bid in our auctions:

ONLINE AT WWW.TAX-SALE.INFO

-or-

ABSENTEE BID

(For those who have *no* computer access. Please call for assistance)

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

- **Photos** and detailed descriptions of properties (where available)
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Maps links** to satellite images of the area and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list
- **Personalized Auction Feed** with live updates on parcels in which you have placed a bid(s)

We have a short window to review several thousand parcels prior to listing them on our website. We began inspecting properties in May and release catalogs county by county as they become available. Please be patient and **check back often** 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
WWW.TAX-SALE.INFO

Visiting and viewing property BEFORE auction:

The auction list furnished in this salebook contains property that *may* be offered. Please keep checking the catalog on our website as the auction date approaches as some parcels may be removed from the list for a variety of reasons.

You are NOT AUTHORIZED to enter any buildings, even if they are unlocked or open to access. Entering a tax auction property to “see it” is considered breaking and entering (a criminal offense). Please limit your review to looking through the windows and other external inspections. We will post exterior and interior photos on the website and provide other commentary whenever possible.

Entering properties (even vacant land) can be dangerous due to unknown conditions of structures and land. **You assume all liability for injuries and other damage** if you choose to visit 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 (including vehicles, furnishings, appliances etc). These items are not sold at our auctions. We are only selling the real estate (land) and whatever is attached to it (buildings and other permanent fixtures).

- **You are not authorized to remove ANY “personal” property, “scrap” metal or fixtures from auction parcels. This is considered theft and will be prosecuted.** We often ask neighbors to watch property for theft and vandalism and report this to local police.
- **Property is sold “as-is” in every respect.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records available to the public.
- **There are no refunds and no sale cancellation at the buyer’s request.**
- **Information offered on the website or in the salebook is deemed reliable but is not guaranteed.** We suggest reviewing the records of the local assessor’s 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 complete until we've received both your payment and your notarized receipt and buyer's affidavit paperwork. This is also 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, FedEx, or UPS to ensure timely, verified delivery.

Bidding Authorization

- Online and absentee bidding requires a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card before any bids will be accepted. Alternatively, bidders can mail in a \$1,000 certified funds deposit if a credit card is unavailable. A 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 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).*

2022 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

Schedule is subject to change – Please see www.tax-sale.info for the latest information

* = Includes a catalog of DNR Surplus Parcels in this county

Monroe, Washtenaw DNR 8/2/2022	Hillsdale, Jackson 8/3/2022	Bay, Gladwin Huron (DNR only), Tuscola 8/4/2022
Arenac*, Iosco*, Ogemaw 8/5/2022	Lapeer*, Macomb (DNR only) Saint Clair*, Sanilac* 8/11/2022	Oakland 8/12/2022
Barry, Kalamazoo Saint Joseph* 8/16/2022	Branch, Calhoun 8/17/2022	Berrien*, Cass, Van Buren* 8/18/2022
Clare, Lake*, Osceola 8/23/2022	Gratiot, Isabella, Mecosta Montcalm 8/24/2022	Clinton, Livingston Shiawassee 8/25/2022
Eastern Upper Peninsula (Alger, Chippewa*, Delta, Luce*, Mackinac (DNR Only), Schoolcraft) 8/26/2022	Western Upper Peninsula (Baraga, Dickinson*, Gogebic*, Houghton*, Iron*, Keweenaw, Marquette*, Menominee, Ontonagon*) 8/30/2022	Antrim*, Charlevoix*, Otsego 8/31/2022
Crawford, Kalkaska Missaukee, Roscommon* 9/1/2022	Alcona*, Alpena* Montmorency, Oscoda 9/6/2022	Cheboygan, Emmet* Presque Isle 9/7/2022
Mason*, Muskegon Newaygo (DNR Only) Oceana* 9/8/2022	Benzie, Grand Traverse* Leelanau, Manistee, Wexford 9/9/2022	Allegan, Ionia, Kent, Ottawa 9/13/2022
Saginaw 9/14/2022	Genesee 9/15/2022	Round 1 Re-Offer Auction 9/28/2022

No Reserve Auction

10/28/2022

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.

- Mason
- Muskegon
- Oceana

Rules and Regulations

1. Registration

You must create an online user account at www.tax-sale.info in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

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

Live Bidding Auctions:

First round minimum bid auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed for the applicable auction** and the Active Bidding phase then begins.

ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction. All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

Sealed Bid Auctions:

Second round no-minimum sales, unless otherwise specifically noted, are conducted by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as 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

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

- 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

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. 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.

F. Auction Location

Auctions are conducted online through www.tax-sale.info. An auction may be conducted in-person with simultaneous online bidding as determined by the FGU.

G. Bids are Binding

A bid accepted at public auction 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 of 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

- **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.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

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 have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 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 for any reason 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 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 be assessed liquidated damages in the amount of \$1000**. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. 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 during the checkout process. This receipt does not convey an interest in title to the purchased property unless and until a deed has been issued and recorded. Buyers will be entitled to deeds for the property descriptions identified by the sale unit numbers noted on the receipt unless the sale is cancelled under these Rules and Regulations or other statutory authority.

6. Title Being Conveyed

Quit-claim deeds will be issued conveying **only such title as received by the FGU through tax foreclosure**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. The FGU makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to the FGU**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

7. Special Assessments

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

8. Possession of Property

A. Possession Pending Deed Delivery

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

on the site other than:

I. Securing the Property

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

II. Assessing Potential Contamination

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

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. Finally, additional conditions are included on the 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, 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: 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 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:

- Mason (DNR)
- Newaygo (DNR)
- Oceana (DNR)

Michigan DNR Land Sales Rules and Regulations

1. Registration

You must create an online user account at www.tax-sale.info in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

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

Live Bidding Auctions:

DNR auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed**

for the applicable auction and the Active Bidding phase then begins.

ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction. All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

Sealed Bid Auctions:

DNR may, at its discretion, conduct an auction by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as 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

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

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

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. 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.

F. Auction Location

Auctions are conducted online through www.tax-sale.info. An auction may be conducted in-person with simultaneous online bidding as determined by the DNR.

G. Bids are Binding

A bid accepted at public auction 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 or bidders for any reason.

I. Attempts to Bypass These Rules and Regulations

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

4. Terms of Sale

A. Payment

- **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.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

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%.**

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 have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 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 for any reason 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 be assessed liquidated damages in the amount of \$1000.** Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. 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 during the checkout process. 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 <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

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. Finally, additional conditions are included on the 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, 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: 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 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.

Mason

Lot #	Lot Information	Address	Min. Bid	Sold For
4200	<p>Parcel ID: 002-016-086-90; Legal Description: N 100 FT OF E 165.5 FT OF SW 1/4 OF SE 1/4 OF SW 1/4, TOGETHER WITH EASE FOR PRIVATE ROADWAY OVER W 66 FT OF E 231.5 FT OF SW 1/4 OF SE 1/4 OF SW 1/4. SEC 16 T18N R15W .38 A M/L. Comments: .38 of an acre. Near Walhalla, just off US 10. Parcel is served by a 66 foot wide private easement off E First St. There are several abandoned vehicles and a couple of travel trailers, none of which we have any title to. Personal Property;</p> <p>Summer Tax Due: \$10.55</p>	6684 E FIRST ST WALHALLA;	\$771.60	
4201	<p>Parcel ID: 011-033-012-00; Legal Description: N 1/2 OF S 1/2 OF NW 1/4, EXC A TRIAN- GULAR PCL IN NE COR DESC AS--COMM AT NW COR OF SEC, TH N 89 DEG 47'50"E ALG N SEC LINE 921.62 FT, TH S 45 DEG 57'05"E 1889.5 FT TO N 1/8 LINE & POB, TH N 89 DEG 41'57"E ALG N 1/8 LINE 408.5 FT TO N-S 1/4 LINE, TH S 1 DEG 48'26"E ALG N-S 1/4 LINE 409.98 FT, TH N 45 DEG 57'05"W 586.26 FT TO N 1/8 LINE & POB. SEC 33 T17N R17W 39 A M/L. Comments: This is a "long" 40 acre parcel, with roughly 660 feet along S Morton Road, and running about 2640 feet deep. An acre or so is a powerline right-of-way, netting about 39 acres. There is a windmill/power turbine operating here, and that is an easement/right of record long term which you can review in local land records if you are interested in the details. We will attach copies of the pertinent documents here when available. This is open, tillable land in a very agricultural area in southern Mason County. At the south end of the Mason County "wind farm" area, there are numerous turbines within a few miles of here. The home on the property is in very solid condition, and mostly needs cosmetic improvements like new carpet. Last occupancy appears to be 2019, and we believe that this was a planned move so the home MAY be winterized. There is skirting off the south side of the home if you'd like to inspect that aspect of things. There are two outbuildings, but they both have collapsed roofs. 2BR 1BA. The tillable portion of this land is planted in annual crop. Please see the disclosure on that situation. There is a small area of wooded land to the far east end of the parcel. NOTE REGARDING THE WIND TURBINE: Consumers Energy has an open ended LEASE for this turbine. During the term of the lease, of the lease the owner of this property will be paid the amount of \$7200 per annum, or 4% of the revenue generated by the power from the turbine, whichever is greater. So this property includes a windfall (pun intended) that could generate the owner \$100,000 or more in lease payments over the unexpired term of the lease. We will attach the documents once received from Consumers (available in the related documents section below) Crop Or Nursery Planting; Mobile Home;</p> <p>Summer Tax Due: \$423.37</p>	7010 S MORTON RD PENTWATER;	\$3411.52	
4202	<p>Parcel ID: 012-470-024-00; Legal Description: OAK OPENINGS LOTS 24 TO 31 INC BLOCK 17 Comments: Modern doublewide or modular home on a lot north of Tallman Lake. This structure was vacant last fall when inspected, but there are people there now. Because of the occupancy we did not have the opportunity to view it in detail Personal Property; Occupied; Dnvi;</p> <p>Summer Tax Due: \$213.11</p>	2435 N 18TH ST FOUNTAIN;	\$4164.29	
4203	<p>Parcel ID: 015-012-008-20; Legal Description: N 1/2 OF N 1/2 OF SE 1/4 EXC E 660 FT OFN 660 FT THEREOF ALSO EXC THAT PT CONVEYED TO MDOT IN L 407 P 152 SUBJ TO EASE RSRV RSTRC OF RCD SEC 12 T19N T17W 30 A M/L Comments: Parcel is roughly 660' x 1980' in size. It lies to the rear/west of the property at 5535 US 31 and previously was owned with that parcel. There is no deeded easement to this parcel of record at this time, so you'd have to negotiate access through an adjacent land owner to reach this. It is about 75% tillable with the remainder in a woodlot.</p> <p>Summer Tax Due: \$321.76</p>	(Behind) 5535 US 31;	\$3498.76	
4204	<p>Parcel ID: 042-200-008-00; Legal Description: ASSESSORS PLAT OF THE VILLAGE OF FREESOIL LOT 8 PREVIOUSLY ASSESSED AS 042-327-037-50 PART 327 037 00 NEW 1983 W 60 FT OF E 429 FT OF N 165 FT OF NW 1/4 OF NW 1/4 SEC 27 T20N R16W 0.23 A M/L Comments: Right on the main drag in Freesoil. Roughly 1/4 acre. Check with zoning for lot size requirements for building. Vul - Vacant Urban Lot;</p> <p>Summer Tax Due: \$8.36</p>	2539 E MICHIGAN ST FREE SOIL;	\$1274.33	

Mason (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99145	<p>Parcel ID: 005-011-023-00; Legal Description: 1 acre in square form in NE corner of SE 1/4 of SE 1/4 of SE 1/4 Comments: The subject property is zoned Rural Estate and consists of a vacant 1-acre property. The property is surrounded by 3 private landowners and doesn't have road access (i.e. landlocked). The subject is located south of Roenig Road about 4 miles northeast of Free Soil MI. The property consists of flat to undulating relief and is dry (sandy soils). The lot does not meet local zoning to build regulations which requires a parcel to be 1 acre in size with 150 feet of frontage on a public road. The subject property is large enough but does not have road access to comply with zoning restrictions. The parcel dimensions are approximately 208' X 208' in size (1 Acre). Dnr Aa; Summer Tax Due: TBA</p>	Off Roenig Rd;	\$2400.00	
99146	<p>Parcel ID: 014-214-030-00; Legal Description: Bass Lake Park Subdivision: Block 14 Lot 30 Comments: The subject property is zoned Recreational Residential and consists of 1 vacant lot. The property has legal platted road access but these roads are not constructed. The subject is located west of Lenox Avenue about 5 miles north of Pentwater MI. The property consists of steep relief and is dry (forested sand dune). The lot is not large enough to meet local zoning to build regulations which requires a parcel to be ~0.35 acres in size with 100 foot of frontage. The parcel is only 25 ft. X 125 ft. (0.07 acres). Dnr Aa; Summer Tax Due: TBA</p>	Off Lenox Ave;	\$1250.00	
99147	<p>Parcel ID: 014-706-008-00; Legal Description: Pentwater Beach Addition No. 5 Subdivision Block 6: Lots 8 10 54 Comments: The subject property is zoned Recreational Residential and consists of 3 non-adjacent vacant lots. The property has legal platted road access but these roads are not constructed. The subject is located east of Montgomery Blvd. about 5 miles north of Pentwater MI. The property consists of steep relief and is dry (forested sand dune). The lots are not large enough to meet local zoning to build regulations which requires a parcel to be ~0.35 acres in size with 100 foot of frontage. Each lot is only 25 ft. X 125 ft. (0.07 acres each). 0.21 Acres total Dnr Aa; Summer Tax Due: TBA</p>	Off Montgomery Blvd;	\$1800.00	

Muskegon

Lot #	Lot Information	Address	Min. Bid	Sold For
4800	Parcel ID: 04-002-100-0005-30; Legal Description: BLUE LAKE TOWNSHIP SEC 2 T12N R16W NW FRAC'L 1/4 OF NW 1/4 EXC E 950 FT, ALSO EXC N 500FT, ALSO EXCEPT S 11 ACRES TH'OF. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES DESCRIBED AS FOLLOWS; THE S 40 FT OF N 540 FT OF THE NW FRAC'L 1/4 OF NW 1/4 AND THE W 40 FT OF NW FRAC'L 1/4, EXC N 540 FT TH'OF ALSO EXC S 11 ACRES TH'OF. Comments: Double wide in Blue Lake Township. Occupied or recently occupied. Needs some roof work and window repair to be a nice spot. Long driveway, comes with three acres. Mobile Home; Occupied; Summer Tax Due: \$337.58	11703 NICHOLS RD HOLTON;	\$3895.61	
4803	Parcel ID: 06-102-100-0005-10; Legal Description: FRUITLAND TOWNSHIP SEC 2 T11N R17W S 5 FT OF N 990 FT OF W 442 FT OF NW FRL 1/4 OF NW FRL 1/4 Comments: Vacant Lot on White Lake Dr. in Whitehall Summer Tax Due: \$1.17	W WHITE LAKE DR WHITEHALL;	\$400.54	
4804	Parcel ID: 07-025-100-0038-20; Legal Description: DALTON TOWNSHIP SEC 25 T11N R16W PART OF TH SW 1/4 OF NW 1/4 DESC AS: COM AT THE W 1/4 COR OF SD SEC TH N 89D 40M E 920.60 FT ALG THE E/W 1/4 LN OF SD SEC TH N 00D 20M 00S W 327.48 FT TO POB BEING ON THE SLY ROW OF M-120 (HOLTON RD) TH S 00D 20M 00S W 90.69 FT TH N 42D 10M 15S W 68.42 FT BEING ON THE SLY ROW OF M-120 (HOLTON RD) TH N 48D 38M 00S E ALG THE SLY ROW OF M-120 (HOLTON RD) 60.50 FT TO POB. Comments: Small lot in Dalton Twp, contains an easement for neighboring property's driveway. Summer Tax Due: \$3.03	HOLTON RD TWIN LAKE;	\$665.91	
4805	Parcel ID: 07-501-053-0013-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 1 PLAT OJ LOTS 13-16 INC BLK 53 SEC 9 T11N R16W Comments: Vacant Lot in Twin Lake, MI Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4806	Parcel ID: 07-503-006-0001-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 3 PLAT BA LOTS 1-4 INC BLK 6 SEC 8 T11N R16W Comments: Vacant lot in Dalton Township. Consult with local municipality for potential use. Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4807	Parcel ID: 07-503-104-0030-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 3 PLAT BI LOTS 30 & 31 BLK 104 SEC 8 T11N R16W Comments: Vacant lot in Dalton Twp. with no improved road access. Consult with local municipality as to use. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4808	Parcel ID: 07-506-093-0043-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 6 PLAT LH LOTS 43 & 44 BLK 93 SEC 8 T11N R16W Comments: Vacant Lot in Twin Lake, Mi Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4809	Parcel ID: 07-507-045-0037-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 7 PLAT ND LOTS 37 & 38 BLK 45 SEC 4 T11N R16W Summer Tax Due: \$1.17	VACANT;	\$377.57	
4810	Parcel ID: 07-507-083-0035-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITON ADD'N NO 7 PLAT LOTS 35 & 36 BLK 83 SEC 4 T11N R16W Comments: Vacant lot in Dalton Twp. Consult with local municipality for potential use. Summer Tax Due: \$1.17	E CALUMET RD TWIN LAKE;	\$378.82	
4811	Parcel ID: 07-507-084-0009-00; Legal Description: DALTON TOWNSHIP LAKEWOOD ADDITION ADD'N NO 7 PLAT LOTS 9 & 10 BLK 84 SEC 4 T11N R16W Comments: Vacant lot in Dalton Twp. Consult with local municipality for potential use. Comes with a set of tires. Summer Tax Due: \$1.17	E MADISON TWIN LAKE;	\$378.82	
4812	Parcel ID: 07-620-000-0032-00; Legal Description: DALTON TOWNSHP MINNEHAHA BEACH LOT 32 SEC 2 T11N R16W Comments: Vacant Lot in Twin Lake, Mi Summer Tax Due: \$5.85	VACANT TWIN LAKE;	\$574.04	

4813	Parcel ID: 07-641-000-0001-00; Legal Description: DALTON TOWNSHIP NEW HORIZON ESTATES NO 1 LOT 1 SEC 7 T11N R16W Comments: Single wide trailer in bad shape. Property has been condemned by the township. At least two bonus trailers on the property, also bad. Extensive debris. Mobile Home; Condemned; Summer Tax Due: \$78.09	611 W LAKEWOOD RD TWIN LAKE;	\$909.47	
4814	Parcel ID: 07-644-000-0072-00; Legal Description: DALTON TOWNSHIP NEW HORIZON ESTATES NO 4 LOT 72 SEC 7 T11N R16W Comments: Lot in mobile home community. Concrete slab and well present. Extensive debris. Clean it up and move your home to the lot. Mobile Home Pad; Summer Tax Due: \$46.16	6054 MORNINGSTAR LN TWIN LAKE;	\$1092.33	
4815	Parcel ID: 07-702-010-0037-00; Legal Description: DALTON TOWNSHIP PUTNAM'S ADD'N TO GOOSE EGG LAKE RESORT LOTS 37-44 INC BLK 10 SEC 4 T11N R16W Comments: Vacant lot on a two track in Dalton Twp. Consult with local municipality as to use. Summer Tax Due: \$17.58	VACANT TWIN LAKE;	\$592.90	
4816	Parcel ID: 07-712-004-0004-00; Legal Description: DALTON TOWNSHIP PUTNAM'S 2ND ADD'N TO GOOSE EGG LAKE RESORT LOT 4 BLK 4 SEC 3 T11N R16W Comments: Vacant lot on a two track in Dalton Twp. Consult with local municipality as to use. Summer Tax Due: \$1.17	PARK AVE TWIN LAKE;	\$378.82	
4817	Parcel ID: 07-712-018-0020-00; Legal Description: DALTON TOWNSHIP PUTNAM'S 2ND ADD'N TO GOOSE EGG LAKE RESORT LOT 20 BLK 18 SEC 3 T11N R16W Comments: Vacant lot on a two track in Dalton Twp. Consult with local municipality as to use. Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4818	Parcel ID: 07-712-018-0026-00; Legal Description: DALTON TOWNSHIP PUTNAM'S 2ND ADD'N TO GOOSE EGG LAKE RESORT LOT 26 BLK 18 SEC 3 T11N R16W Comments: Vacant lot on a two track in Dalton Twp. Consult with local municipality as to use. Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4819	Parcel ID: 07-712-018-0028-00; Legal Description: DALTON TOWNSHIP PUTNAM'S 2ND ADD'N TO GOOSE EGG LAKE RESORT LOT 28 BLK 18 SEC 3 T11N R16W Comments: Vacant lot on a two track in Dalton Twp. Consult with local municipality as to use. Summer Tax Due: \$1.17	VACANT TWIN LAKE;	\$378.82	
4820	Parcel ID: 09-643-000-0144-00; Legal Description: LAKETON TOWNSHIP NORTHLAND PARK SUB #3 LOT 144 SEC 11 T10N R17W Comments: OCCUPIED ranch house in Laketon Twp. Inspection was limited due to occupancy. Public records list 1 1/2 baths, fireplace, three bedrooms, at over 1100 square feet of living space. Newer siding and windows. Drvi; Occupied; Summer Tax Due: \$667.02	906 CHEBOYGAN DR MUSKEGON;	\$10513.32	
4821	Parcel ID: 10-025-100-0033-00; Legal Description: MUSKEGON CHARTER TOWNSHIP SEC 25 T10N R16W THE E 217.8 FT OF THE S 1/2 OF THE N 3/8 OF SE 1/4 OF NW 1/4 SEC 25 T10N R16W EXC N 66 FT THEREOF SUBJECT TO EASEMENT(S) OF RECORD. Comments: Please note: The prior owner is still living in this home with their family and plans to bid on this property. Please keep this in mind while bidding. OCCUPIED house in Orchard View area of Muskegon Twp. 1 1/2 story, built in stages. Occupied; Summer Tax Due: \$306.14	1265 S MILL IRON RD MUSKEGON;	\$6361.34	
4822	Parcel ID: 10-028-200-0098-00; Legal Description: MUSKEGON CHARTER TOWNSHIP SEC 28 T10N R16W PARCEL BEING IN THE NE 1/4 COM AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SEC 28 TH SLY ALG THE E LN OF CRESTON STREET A DISTANCE OF 300 FT M/L TH WLY 200 FT M/L FO4R POB TH CON'T EAST 251.07 FT M/L TH S 66 FT TH W 251.07 FT M/L TH N 66 FT TO POB (ADA AVENUE IF EXTENDED) Comments: This lot was part of a former street right of way and is an island in a large commercial parking lot. Summer Tax Due: \$18.75	ADA AVE MUSKEGON;	\$705.81	
4823	Parcel ID: 10-028-200-0099-00; Legal Description: MUSKEGON CHARTER TOWNSHIP SEC 28 T10N R16W PARCEL BEING IN THE NE 1/4 COM AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SEC 28 TH SLY ALG THE E LN OF CRESTON STREET A DISTANCE OF 630 FT M/L TH WLY 200 FT M/L FOR POB TH CON'T EAST 250.00 FT M/L TH S 66 FT TH W 250.00 FT M/L TH N 66 FT TO POB (ISABELLA AVE IF EXTENDED) Comments: This lot was part of a former street right of way and is an island in a large commercial parking lot. Summer Tax Due: \$18.75	E ISABELLA AVE MUSKEGON;	\$705.81	

4824	Parcel ID: 10-180-000-0007-00; Legal Description: MUSKEGON CHARTER TOWNSHIP SEC 34 T10N R16W BARTLEYS SUBD, LOT 7. Comments: Vacant lot, local unit demo 2021, almost a quarter acre on a corner lot, nice building spot in the Orchard View area of Muskegon Twp Sev Not Accurate; Summer Tax Due: \$39.17	1989 WOODWARD ST MUSKEGON;	\$3081.96	
4825	Parcel ID: 10-600-000-0040-00; Legal Description: MUSKEGON CHARTER TOWNSHIP SEC 22 T10N R16W SUPVR'S PLAT MARQUETTE AVE SUB'D LOT 40 Comments: Small house, occupied or recently frequented. Fixer upper or rental potential. Personal Property; Summer Tax Due: \$169.31	466 WEST ST MUSKEGON;	\$5450.74	
4826	Parcel ID: 11-016-400-0024-00; Legal Description: EGELSTON TOWNSHIP SEC 16 T10N R15W N 235 FT OF S 878 FT OF E 210 FT OF W 420 FT OF GOV'T LOT 4 SUBJ TO AND TOGETHER W/ AN EASEMENT FOR INGRESS AND EGRESS WITH OTHERS OVER AND ACROSS THE W 33 FT OF THE E 210 FT OF THE W 420 FT OF SD GOVNT LOT 4 Comments: Downward sloping lot toward a wetland. Consult with local municipality as to potential use. Summer Tax Due: \$126.63	BAMBI LN MUSKEGON;	\$2526.10	
4828	Parcel ID: 11-033-300-0010-00; Legal Description: EGELSTON TOWNSHIP SE 1/4 OF SW 1/4 SEC 33 T10N R15W. 40 A. Comments: 40 acre parcel. A winding stream runs through this property and likely contains wetlands according to aerial views. No known access for this parcel. Wetland Indicators; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$188.96	S WOLF LAKE RD MUSKEGON;	\$3428.23	
4829	Parcel ID: 11-410-002-0051-00; Legal Description: EGELSTON TOWNSHIP MARCH GARDENS #1 LOTS 51 & 52 BLK 2 Comments: Vacant lot between a private dwelling and a trailer park. Currently functioning as the dwelling's backyard. Summer Tax Due: \$58.62	S CHANDLER ST MUSKEGON;	\$1394.94	
4830	Parcel ID: 12-010-300-0007-00; Legal Description: MOORLAND TOWNSHIP SEC 10 T10N R14W PT OF THE SW 1/4 SD SEC BEG AT A PT ON THE S LN OF SD SEC SD PT BEING S 89D 45M 17S W 584.00 FT FROM S 1/4 COR TH S 89D 45M 17S W ALG S LN 753.98 TO W 1/8 LN SD SEC TH N 00D 26M 35S W ALG SD LN 1336.61 FT TH N89D 52M 59S E ALG SD 1/8 LN 373.86 FT TH S 00D 20M 11S E 300.00 FT TH N92D 52D 59S E PAR WITH S 1/8 LN SD SEC 382.60 FT TH S 00D 20M 11S E 1034.95 FT TO POB SUBJ TO EASMS RESTRICTION APPARENT OF RECORD Comments: Trailer and barn in Moorland Twp, both in bad shape. Lights were on at the property. 20 acres of property. Mobile Home; Summer Tax Due: \$583.19	11494 WHITE RD RAVENNA;	\$8952.26	
4831	Parcel ID: 13-001-100-0001-20; Legal Description: CASNOVIA TOWNSHIP SEC 1 T10N R13W W 440 FT OF E 880 FT OF N 990 FT OF W 1/2 NW 1/4 Comments: Please note: Per Cassanova Township Zoning, the trailers on this property must be removed immediately after purchase due to existing code violations. This parcel was occupied when we visited. Three trailers present on property, one being occupied, with extensive debris scattered around the land. Mobile Home; Occupied; Summer Tax Due: \$309.09	17751 MOORE RD GRANT;	\$1926.49	
4832	Parcel ID: 16-620-000-0014-00; Legal Description: SULLIVAN TWP NICHOLL HTS SUB LOT 14 Comments: 2 story house on Hts-Ravenna Rd in Sullivan Twp. This house needs some work, but has its charm. Hardwood floors, nice layout, lots of original woodwork present. Fruitport schools. Summer Tax Due: \$315.63	4102 HTS RAVENNA RD MUSKEGON;	\$5206.23	
4834	Parcel ID: 17-029-200-0004-00; Legal Description: RAVENNA TOWNSHIP SEC 29 T9N R14W S 1 AC OF SW 1/4 OF NW 1/4 OF NE 1/4 Comments: Long, narrow nearly one acre lot, sloping to high water area Wetland Indicators; Summer Tax Due: \$24.54	ROLLENHAGEN RD RAVENNA;	\$775.14	
4837	Parcel ID: 23-138-000-0012-00; Legal Description: CITY OF NORTH MUSKEGON BEAR CREEK PRESERVE CONDO UNIT 12 Comments: Road does not currently extend to lot. Association Fees; Condo Subdivision "site Condo"; Summer Tax Due: \$86.14	2303 VIEW LN MUSKEGON;	\$1737.86	
4838	Parcel ID: 23-138-000-0013-00; Legal Description: CITY OF NORTH MUSKEGON BEAR CREEK PRESERVE CONDO UNIT 13 Comments: Road does not currently extend to lot. Association Fees; Condo Subdivision "site Condo"; Summer Tax Due: \$86.14	2301 VIEW LN MUSKEGON;	\$1737.86	

4839	Parcel ID: 23-138-000-0017-00; Legal Description: CITY OF NORTH MUSKEGON BEAR CREEK PRESERVE CONDO UNIT 17 EXC THAT PART DESC AS COM AT NW COR OF UNIT 18 TH S 31D 16M 42S W 7.74 FT ALG W LN OF UNIT 17 TH S 0D 04M 55S E 58 FT TH S 72D 48M 18S E 85.61 FT ALG ELY LN OF UNIT 17 TH N 25D 34M 02S E 33 FT TH N 56D 50M 43S W 110 FT ALG NLY LN OF UNIT 17 TO NW COR OF UNIT 18 Association Fees; Condo Subdivision "site Condo"; Summer Tax Due: \$1.26	2312 VIEW LN MUSKEGON;	\$409.05	
4840	Parcel ID: 23-138-000-0026-00; Legal Description: CITY OF NORTH MUSKEGON BEAR CREEK PRESERVE CONDO UNIT 26 Comments: Vacant lot in a North Muskegon condo development, generally sloping toward a wetland. Consult with local municipality as to potential use. HOA indicates the color of your proposed birdhouse is all wrong. Summer Tax Due: \$86.13	2418 VIEW LN MUSKEGON;	\$1737.67	
4841	Parcel ID: 24-185-114-0006-00; Legal Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 6 BLK 114 Comments: Small house, boarded Summer Tax Due: \$88.94	1780 SUPERIOR ST MUSKEGON;	\$3277.04	
4842	Parcel ID: 24-185-120-0001-00; Legal Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 1 BLK 120 Comments: OCCUPIED two unit, detached garage. Investment opportunity. Multiple Family Use; Summer Tax Due: \$223.08	1752 WOOD ST MUSKEGON;	\$2000.01	
4843	Parcel ID: 24-205-019-0016-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 16 BLK 19 Comments: OCCUPIED Two unit. Two story. Investment property potential. Please keep in mind when bidding on this property that the prior owner still occupies the property and is also bidding and attempting to get the property back Occupied; Multiple Family Use; Summer Tax Due: \$234.04	481 MULDER ST MUSKEGON;	\$3556.49	
4844	Parcel ID: 24-205-049-0019-90; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 41 FT OF E 81 FT OF S 175 FT & N 20 FT OF E 40 FT OF S 175 FT OF LOT 19 BLK 49 Comments: Vacant lot in Angell. Consult with local municipality as to potential use. Summer Tax Due: \$5.47	576 AMITY AVE MUSKEGON;	\$552.03	
4845	Parcel ID: 24-205-051-0008-30; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 100 FT OF THE E 1/2 LOT 8 BLK 51 Comments: OCCUPIED 1 1/2 story house in Angell. Fixer upper or investment opportunity. Occupied; Summer Tax Due: \$216.47	700 ALLEN AVE MUSKEGON;	\$2087.36	
4846	Parcel ID: 24-205-054-0003-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 54 EXC E 4 FT Comments: Buildable lot in Angell Neighborhood. Always check with the local unit Assessor/Zoning to research prior to bidding. Summer Tax Due: \$18.75	509 AMITY AVE MUSKEGON;	\$820.21	
4847	Parcel ID: 24-205-137-0009-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 137 N 3/4 LOT 9 Comments: OCCUPIED 1 1/2 story single family house. Fixer upper or investment property. Please keep in mind when bidding on this property that the prior owner still occupies the property and is also bidding and attempting to get the property back Occupied; Summer Tax Due: \$135.51	357 ERICKSON ST MUSKEGON;	\$3034.38	
4848	Parcel ID: 24-205-262-0005-10; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 262 LOT 5 EX S 38 FT & EX THE W 53 FT OF N 94 FT Comments: Commercial building. This property was a former service station. Possible tank present. Perform due diligence due to possible contamination. 740 sf, nice brick exterior. Relatively new paint job attempted by a relatively short person. Contamination Indicators; Summer Tax Due: \$153.50	1175 WOOD ST MUSKEGON;	\$3130.25	
4849	Parcel ID: 24-205-269-0005-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 8 FT OF LOT 4 & NLY 60 FT OF LOT 5 BLK 269 Comments: OCCUPIED house in McLaughlin. Needs work. Fixer upper or investment opportunity. Occupied; Summer Tax Due: \$133.88	1346 SPRING ST MUSKEGON;	\$2468.54	

4850	Parcel ID: 24-205-274-0015-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 15 BLK 274 Comments: Buildable lot in McLaughlin a few blocks from the new middle school. Always check with Assessor/Zoning on your plan prior to bidding. Summer Tax Due: \$17.39	1439 LEAHY ST MUSKEGON;	\$2380.32	
4852	Parcel ID: 24-205-405-0011-10; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 50 FT LOTS 11-12 BLK 405 Comments: Buildable vacant lot in Nelson. Always check with Assessor/Zoning on your plan prior to bidding. Summer Tax Due: \$23.44	250 W GRAND AVE MUSKEGON;	\$913.22	
4853	Parcel ID: 24-205-428-0009-00; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 428 Comments: OCCUPIED 1 story house in Nelson Neighborhood near new middle school. Fixer upper or investment opportunity. Needs windows siding and roof work. Occupied; Summer Tax Due: \$171.68	324 W FOREST AVE MUSKEGON;	\$3688.04	
4855	Parcel ID: 24-205-656-0006-10; Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 656 SW 1/2 LOT 6 Comments: OCCUPIED 1 1/2 story house in Lakeside. Just a block away from an elementary school. Occupied; Summer Tax Due: \$307.48	2154 MORTON AVE MUSKEGON;	\$4836.73	
4856	Parcel ID: 24-232-006-0007-00; Legal Description: CITY OF MUSKEGON DENNIS SMITH & COS SOUTH SIDE ADDITION BLK 6 S 45 FT OF LOT 7 Comments: OCCUPIED 1 1/2 story, condemnation notice filed in public records 2019, roof material present on roof if you would like to finish the job. Fixer upper/investment possibility. Occupied; Summer Tax Due: \$306.04	1853 SANFORD ST MUSKEGON;	\$4995.75	
4857	Parcel ID: 24-285-001-0023-00; Legal Description: CITY OF MUSKEGON EMERSONS ADDITION LOT 23 BLK 1 Comments: OCCUPIED house in Oakview. Needs a roof, windows. Fixer upper or investment opportunity. Occupied; Summer Tax Due: \$211.49	865 EMERSON AVE MUSKEGON;	\$3482.20	
4858	Parcel ID: 24-285-003-0021-00; Legal Description: CITY OF MUSKEGON EMERSONS ADDITION LOT 21 BLK 3 Comments: OCCUPIED house in Oakview. Fixer upper or investment opportunity. Occupied; Summer Tax Due: \$241.89	877 KAMPENGA AVE MUSKEGON;	\$5012.35	
4859	Parcel ID: 24-611-000-0448-00; Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 448 Comments: OCCUPIED updated house in Marquette Neighborhood. Newer roof, siding, and windows. Detached garage. Occupied; Summer Tax Due: \$287.59	1492 DUCEY AVE MUSKEGON;	\$2645.07	
4860	Parcel ID: 24-665-000-0341-00; Legal Description: CITY OF MUSKEGON ORCHARD GROVE ADDITION LOT 341 Comments: Vacant lot. Consult with local municipality as to use. Summer Tax Due: \$35.16	2130 HUDSON ST MUSKEGON;	\$890.07	
4861	Parcel ID: 24-665-000-0342-00; Legal Description: CITY OF MUSKEGON ORCHARD GROVE ADDITION LOT 342 EX N 10 FT OF W 58.5 FT THEROF Comments: Vacant lot in the city. Consult with local municipality as to use. Itinerant venison not included. Summer Tax Due: \$35.16	2124 HUDSON ST MUSKEGON;	\$889.58	
4862	Parcel ID: 24-750-000-0184-00; Legal Description: CITY OF MUSKEGON SAMBURT PARK LOTS 184 & 185 & N 1/2 VAC ALLEY ABUTTING S SIDE LOT 185 ALSO WLY HALF VAC ALLEY TO LOTS 184 & 185 Comments: If the picture has not scared you off, the City of Muskegon has condemned this property and has a demolition planned (i.e., the house will not be there). If this is all about the lot, carry on. Condemned; Sev Not Accurate; Summer Tax Due: \$46.21	1470 SAMBURT ST MUSKEGON;	\$4544.79	
4863	Parcel ID: 24-762-001-0022-00; Legal Description: CITY OF MUSKEGON SUB DIV OF PART OF LOT 1 BLK 1 R P EASTONS 2ND SUB DIV LOT 22 BLK 1 EX N 8.5 F T Comments: 1 1/2 story house in decent shape. Nice fixer upper or investment opportunity. Please keep in mind when bidding on this property that the prior owner still occupies the property and is also bidding and attempting to get the property back. Summer Tax Due: \$222.96	1892 SMITH ST MUSKEGON;	\$2070.47	

4864	Parcel ID: 24-796-001-0009-00; Legal Description: CITY OF MUSKEGON TERRACE ST ADD LOTS 9-12 & F BLK 1 ALSO E 1/2 VAC N/S ALLEY Comments: OCCUPIED, One story house, fixer upper or investment property, nice sized yard. Please keep in mind when bidding on this property that the prior owner still occupies the property and is also bidding and attempting to get the property back. Occupied; Summer Tax Due: \$277.22	1963 TERRACE ST MUSKEGON;	\$5244.39	
4868	Parcel ID: 26-185-066-0023-00; Legal Description: CITY OF MUSKEGON HEIGHTS CITY (PLAT) OF MUSKEGON HEIGHTS BLK 66 LOT 23 Summer Tax Due: \$108.05	2204 HOYT ST MUSKEGON HEIGHTS;	\$950.88	
4871	Parcel ID: 26-185-075-0022-00; Legal Description: CITY OF MUSKEGON HEIGHTS CITY (PLAT) OF MUSKEGON HEIGHTS BLK 75 LOT 22 Comments: 1 1/2 story house. Good bones, but needs some attention. Fixer upper or investment opportunity on a nice block. One stall detached garage. Summer Tax Due: \$930.83	2208 SEVENTH ST MUSKEGON HEIGHTS;	\$5060.90	
4877	Parcel ID: 26-185-216-0018-00; Legal Description: CITY OF MUSKEGON HEIGHTS CITY (PLAT) OF MUSKEGON HEIGHTS BLK 216 LOT 18 Summer Tax Due: \$86.43	2808 SEVENTH ST MUSKEGON HEIGHTS;	\$814.62	
4881	Parcel ID: 26-635-249-0015-00; Legal Description: CITY OF MUSKEGON HEIGHTS BLK 249 LOT 15 MUSKEGON IMPROVEMENT CO'S ANNEX #1 Summer Tax Due: \$75.62	2836 HOWDEN ST MUSKEGON HEIGHTS;	\$779.55	
4882	Parcel ID: 26-635-262-0012-00; Legal Description: CITY OF MUSKEGON HEIGHTS BLK 262 LOT 12 MUSKEGON IMPROVEMENT CO'S ANNEX #1 Comments: OCCUPIED One story house with breezeway and attached garage. Move in, fix up, investment property possibilities. Just down the block from Edgewood Elementary. Summer Tax Due: \$962.23	162 HARRISON BLVD MUSKEGON HEIGHTS;	\$3017.86	
4885	Parcel ID: 26-635-267-0010-00; Legal Description: CITY OF MUSKEGON HEIGHTS BLK 267 S 85 FT OF LOT 10 MUSKEGON IMPROVEMENT CO'S ANNEX #1 Comments: 1 1/4 story house. Exterior improvements had been started and are waiting for you to finish. Summer Tax Due: \$513.74	56 E LINCOLN AVE MUSKEGON HEIGHTS;	\$2963.47	
4886	Parcel ID: 26-635-274-0004-00; Legal Description: CITY OF MUSKEGON HEIGHTS BLK 274 LOT 4 MUSKEGON IMPROVEMENT CO'S ANNEX #1 Summer Tax Due: \$57.61	48 HARRISON BLVD MUSKEGON HEIGHTS;	\$1130.05	
4892	Parcel ID: 26-770-028-0010-00; Legal Description: CITY OF MUSKEGON HEIGHTS CHAS M STEELE'S SUB'D BLK 28 LOTS 10 11 & 12 Comments: 1 1/2 story with detached garage needs your help. Fixer upper or investment opportunity. Summer Tax Due: \$669.85	3221 SIXTH ST MUSKEGON HEIGHTS;	\$2099.95	
4895	Parcel ID: 26-770-038-0029-00; Legal Description: CITY OF MUSKEGON HEIGHTS CHAS M STEELE'S SUB'D BLK 38 LOTS 29 & 30 Comments: OCCUPIED 1 story house with attached garage. Newer siding and windows. Roof needs help. Fix it up and move in or rent it. Summer Tax Due: \$496.00	3120 NINTH ST MUSKEGON HEIGHTS;	\$2874.38	
4897	Parcel ID: 26-790-003-0019-00; Legal Description: CITY OF MUSKEGON HEIGHTS EZRA E TYLER'S ADD'N BLK 3 LOTS 19 20 & S 33 FT OF LOT 21 Summer Tax Due: \$798.22	2211 JARMAN ST MUSKEGON HEIGHTS;	\$5115.58	
4898	Parcel ID: 26-820-008-0001-00; Legal Description: CITY OF MUSKEGON HEIGHTS VANDERWERP'S ADD'N BLK 8 LOT 1 Comments: One story house that needs some attention for move in or investment. Summer Tax Due: \$367.72	2300 MCILWRAITH ST MUSKEGON HEIGHTS;	\$8350.74	
4899	Parcel ID: 27-108-200-0014-00; Legal Description: CITY OF NORTON SHORES W 75 FT OF E 908 FT OF N 364 FT OF GOVT LOT 1 SEC 8 T9N R16W Comments: Pending demo per local municipality inspector (i.e., this house may not in fact be there when you drive by). Roof caving in and walls separating from each other. If you are still reading, the shed is bad too. Condemned; Sev Not Accurate; Summer Tax Due: \$1,143.86	679 E NORTON AVE MUSKEGON;	\$3203.18	

4900	Parcel ID: 27-700-008-0006-00; Legal Description: CITY OF NORTON SHORES PARK VIEW TERRACE LOTS 6 AND 7 BLK 8 Comments: Small house in Norton Shores, roof needs attention. Fixer upper or investment property. Recently occupied or frequented. Partially fenced in. Roof Issues; Summer Tax Due: \$386.94	2936 VALLEY ST MUSKEGON;	\$4216.51	
4901	Parcel ID: 41-150-005-0005-10; Legal Description: VILLAGE OF FRUITPORT SEC 36 T9N R16W BLK 5 W 14 FT OF E 180 FT OF LOT 5 Comments: 14 foot strip of land between two houses. Summer Tax Due: \$10.68	W OAK ST FRUITPORT;	\$412.31	
4902	Parcel ID: 42-503-069-0007-00; Legal Description: DALTON TOWNSHIP D-VLC03-3216 VILLAGE OF LAKEWOOD CLUB ADD'N NO 3 PLAT BF LOTS 7-9 INC BLK 69 SEC 5 T11N R16W Comments: Vacant Lot in Twin Lakes, Mi Summer Tax Due: \$3.81	W DANIELS TWIN LAKE;	\$410.83	

Newaygo (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99148	<p>Parcel ID: 62-06-14-200-002; Legal Description: 1 Acre lying W of P.M.R.R. in NW cor of E1/2 NW1/4 NE1/4 Comments: The subject property is zoned RR - Rural Residential (Wilderness Overlay) and consist of vacant land within Merrill Township. The property is located about 1 mile north of Brohman west of M-37. The subject property is surrounded by 1 private landowner and the US Forest Service to the north and does not have road access to a county-maintained road (i.e. landlocked). The legal description on the deed mentions that the property is located west of the railroad but Newaygo County GIS has mapped the parcel east of the railroad. The department is unsure is the parcel exists based on the legal description provided on the tax reversion deed in relation to the railroad corridor. The parcel has flat relief with well drained sandy soils. The property does not meet local zoning to build which requires 2 acres in size. 0.9 Acres. Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	Off M-37;	\$500.00	
99150	<p>Parcel ID: 62-06-25-300-002; Legal Description: Beg. on N-S1/4 line sec. 25 which is 2310 ft. N of S1/4 cor. Sec. 25 th W'yly par. to S line 1513 ft. M or L to E line of C & O R.R. R/W th. NE'yly alg. E line of R.R. R/W to E-W1/4 line th. E'yly alg. E-W1/4 line 1435 ft. M or L to N-S1/4 line th. S'yly alg. N-S1/4 line to P.O.B. Comments: Zoned Rural Residential. 11.1-acre vacant parcel with open vista near the road, and dense woods going west.. The property has road access on N Woodbridge Drive (M-37) about 2 miles south of Brohman MI. south of the W 8 Mile Road intersection. Level and dry (sandy soils). The property is large enough to meet local zoning to build regulations, being 330 foot wide along the road and over 1400 foot in depth. The western part of the property fronts railroad tracks. NOTE: Newaygo County GIS has the parcel mapped incorrectly (there isn't a home in the SE corner of the property). 11.1 Acres Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	N Woodbridge Dr;	\$18500.00	

Oceana

Lot #	Lot Information	Address	Min. Bid	Sold For
5001	Parcel ID: 001-524-002-00; Legal Description: PENTWATER BEACH ADDITION PLAT 4 - LOT 2 BLK 4. Comments: Small Vacant Lot ~ 0.06 Acres in Pentwater Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$6.30	OFF PAULINA AVE PENTWATER MI;	\$701.87	
5002	Parcel ID: 001-623-003-00; Legal Description: PYTHIAN ADDITION TO PYTHIAN PARK SUBDIVISION LOTS 3-4-5-6 & 7 BLK 13. Comments: Vacant Lot ~0.36 Acres in Pentwater Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$43.06	PENTWATER;	\$1117.43	
5015	Parcel ID: 009-016-100-03; Legal Description: 6401 E DEER RD SEC 16 T15N R15W-- COM AT NW COR OF S 1/2 OF NW 1/4; TH E 16 R, S 20 R, W 16 R, N 20 R TO POB. 2 A Comments: Small one story frame home on a corner, 2 acre lot. A couple miles south of Walkerville. Surrounded by countryside. Slab on grade with 2 foot concrete kneewall, Has not been regularly occupied in roughly ten years. Two small outbuildings. The power service runs to the small block building in the yard, which is a little strange, and is distributed from there. This is a solid little place that would not require a lot of work to make liveable from visual observation. Roof is not old, solid and no leaks that we saw. Summer Tax Due: \$129.91	6401 E DEER RD WALKERVILLE;	\$1802.93	
5018	Parcel ID: 011-460-029-00; Legal Description: SEC 33 T14N R18W HOLIDAY SHORES SUBDIVISION LOTS 29 & 30 Comments: Vacant wooded parcel a few hundred feet from the north end of popular Stony Lake. This is a clean, well kept neighborhood with many second homes. Lot is dry and uplands. There is a trail at the east side of the lot that is used by neighbors ... we *think* that is a part of the lot. We noticed that the parcel next door is listed with a Realtor, so there is the option of more space if you acquired both. Summer Tax Due: \$69.09	W FLORIDA STREET SHELBY;	\$1435.99	
5023	Parcel ID: 017-620-034-00; Legal Description: OCEANA SHORES LOT 34. Comments: Doesn't appear that this platted lot has even had improvements on it. Part of the lot toward the front is marshy. You may want to have this perc tested if your goal is construction here. Paved county road frontage. Summer Tax Due: \$6.54	S 88TH AVE ROTHBURY MI;	\$712.80	
5026	Parcel ID: 019-036-200-07; Legal Description: 9245 E ROOSEVELT RD SEC 36 T13N R15W. 1.01 A M/L COM 810 FT W OF NE COR OF W 1/2 OF NE 1/4, TH S 275 FT, TH W 160 FT, TH N 275 FT, TH E 160 FT TO POB. Comments: One acre parcel four miles south of Hesperia. There is a structure here, whose core profile looks to be a mobile home with wood frame additions. On a crawlspace. There are deep deflections in the roof between joists where the decking has decayed to collapse, and as a result there are numerous areas of messy moldy decay indoors. There has also been floor opening/repair suggesting that there probably have been past (or present) issues with frozen plumbing. This one needs a roof, followed by a total gutting and inspection, then resurfacing. Small outbuilding/shop. Minor debris around the yard. Has some potential for the handyman. Hot water heat ... possibly also freeze damaged. Mold; Freeze Damage; Roof Issues; Summer Tax Due: \$126.69	9245 E ROOSEVELT RD HOLTON;	\$2656.40	

Oceana (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
99151	<p>Parcel ID: 011-012-100-07; Legal Description: A strip of land in SE1/4 NW1/4 100 ft wide being parallel with and adjacent to the E'ly bank of Bender Creek also a strip of land 100 ft wide being parallel with and adjacent to the W'ly bank of Bender Creek. Comments: The property is zoned Agricultural and is a 100" strip of land on both sides of Bender Creek two non-adjoining parcels on either side of the creek. Portions of the subject are adjacent to four adjacent private parcels which leave it landlocked from road access. The parcel is located between Buchanan and Pierce Roads west of 64th Avenue which is about 3.5 miles northwest of Shelby MI. 5 Acres more or less Roads - None Known (Possibly Landlocked); Dnr Aa; Summer Tax Due: TBA</p>	Off Pierce Rd;	\$1125.00	
99152	<p>Parcel ID: 012-006-300-05; Legal Description: Part of the SW 1/4 of Section 6 commencing at the S 1/4 corner of said Section th. N 01d 16' 24 E along the North and South 1/4 line 1623.57 ft. to the point of beginning th. S 78d 21' 25 W 382.15 ft. th. S 37d 04' 32 W 47.04 ft. th. S 01d 16' 24 W 551.84 ft. th. S 88d 43' 36 E 52.16 ft. th. S 07d 00' 00 W 167.37 ft. to the N'ly right-of-way of Log Road th. N 40d 14' 22 W along the N'ly right-of-way of Log Road 361.29 ft. th. N 49d 45' 38 E along the N'ly right-of-way of Log Road 32 ft. th. N 40d 14' 22 W along the N'ly right-of-way of Log Road 342.25 ft. to the E'ly right-of-way of U.S. 31 th. N 15d 13' 31 E along the E'ly right-of-way of U.S. 31 1372.60 ft. to the East and West 1/4 line th. S 86d 29' 11 E along the East and West 1/4 line 475.84 ft. to the center 1/4 corner th. S 01d 16' 24 W 1019.58 ft. to the point of beginning. Comments: Parcel fronts on 66th Avenue to the south. Rolling, wooded property adjacent to the NB lane of US-31 (no access from the freeway). Wooded in Beech, Oak, Maple and some evergreens. Property rises about 120 feet in elevation from south to north. Power is probably 1000+ feet away unless it is underground at 68th Avenue. This is a nice piece of property. Dnr Aa; Summer Tax Due: TBA</p>	S 66th Avenue;	\$47000.00	

Property Transfer Affidavit

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

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

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