

Public Land Auction

Eastern Upper Peninsula

August 15th, 2023

Alger (Dnr), Alger, Chippewa (Dnr), Chippewa, Delta, Luce, Mackinac (Dnr),
and Schoolcraft Counties



Location:

Online
www.tax-sale.info

Time:

Auction: 10:00am EDT to 07:00pm EDT

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).*

2023 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

Barry, Kalamazoo, Saint Joseph 8/1/2023	Branch, Calhoun 8/2/2023	Berrien, Cass, Van Buren 8/3/2023
Clare, Lake*, Osceola 8/4/2023	Isabella, Gratiot, Mecosta, Montcalm* 8/10/2023	Clinton, Livingston, Shiawassee 8/11/2023
Eastern Upper Peninsula <small>(Alger*, Chippewa*, Delta, Luce, Mackinac (DNR Only), Schoolcraft)</small> 8/15/2023	Western Upper Peninsula <small>(Baraga, Dickinson*, Gogebic, Houghton, Iron Keweenaw, Marquette, Menominee, Ontonagon)</small> 8/16/2023	Antrim, Charlevoix, Otsego 8/17/2023
Crawford, Kalkaska, Missaukee, Roscommon 8/18/2023	Alcona, Alpena, Montmorency, Oscoda* 8/22/2023	Cheboygan, Emmet, Presque Isle* 8/23/2023
Mason, Muskegon, Oceana 8/24/2023	Benzie, Manistee, Wexford, Grand Traverse, Leelanau 8/25/2023	Allegan*, Ionia, Kent*, Ottawa 8/29/2023
Monroe 8/30/2023	Oakland 8/31/2023	Hillsdale, Jackson 9/5/2023
Bay, Gladwin, Tuscola Midland (DNR Only) 9/6/2023	Arenac, Iosco*, Ogemaw 9/7/2023	Lapeer, Saint Clair, Sanilac 9/8/2023
Saginaw 9/12/2023	Genesee 9/13/2023	Minimum Bid Re-Offer Auction 9/29/2023
No Reserve Auction 10/30/2023		

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.

- Alger
- Chippewa
- Delta
- Luce
- Schoolcraft

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

on the site other than:

I. Securing the Property

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

II. Assessing Potential Contamination

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <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:

- Alger (DNR)
- Chippewa (DNR)
- Mackinac (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.

Alger

Lot #	Lot Information	Address	Min. Bid	Sold For
200	Parcel ID: 005-103-015-00; Legal Description: SEC 3 T44N R21W 7.58 A S 250' OF NW 1/4 OF SW 1/4 Comments: Property fronts 250' on the east side of M-67 near Chatham, and runs about 1320' deep. There is a culvert and road cut in along the north line of the parcel. We believe the road may be mostly or all on the adjacent land, though maps suggest it is partly on this parcel near the highway. We did not examine records to see if there is an easement for that. Gently rolling lands. Some wetlands indicators in places. Paved state highway road frontage. A nice piece of dirt for a camp. Wetland Indicators; Summer Tax Due: \$57.27	N 2220 M-67 Trenary.;	\$1348.59	

Alger (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
10000	<p>Parcel ID: 002-164-004-00; Legal Description: E1/2 of the SE1/4 of the NW1/4</p> <p>Comments: 20 acres located in Burt Township, southwest of the Co Hwy 770 (Lowder Road) and William Hill Road intersection about 4 miles southwest of Grand Marais MI. The property is adjacent to one private landowner (to the east) and Pictured Rocks National Lakeshore (National Park Service) to the north west and south. There is no deeded access or easement to this land. It is zoned Seasonal Dwelling / Timber Production Inland Buffer Zone which is designated for timber production outdoor recreation and single-family seasonal dwellings. The terrain in the area is composed of flat poorly drained silt-loam and muck soils over shallow bedrock. Located about 1/2 mile east of Grand Sable Lake! Dnr Aa; No Power In Area; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: TBA</p>	(Off) County Road 770, Grand Marais;	\$19250.00	
10001	<p>Parcel ID: Part of 005-125-002-00 005-136-001-00; Legal Description: Section 25: E 1/2 of the SE 1/4 AND Section 36: E 1/2 of the NE 1/4 AND NE 1/4 of the SE 1/4</p> <p>Comments: 200-acre elongated property, west of Rapid River Truck Trail. Rielly Lake Road (Walleye Road) does approach the property from the east which is not a county-maintained road and is not legal access to the property. The parcel is located about 8 miles east of Trenary MI. The property is surrounded by 5 private landowners. A private road easement would be needed from one of the surrounding private owners to obtain legal road access. The area consists of primarily rolling terrain with sandy/rocky soils. The property is within the Mathias Township Timber Production zoning district which requires a minimum of 40 acres in size and minimum width of 1320 ft. (i.e. a 1/4 mile). Adjacent to the Hiawatha National Forest on the eastern border. Dnr Aa; No Power In Area; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: TBA</p>	Walleye Road (private);	\$60000.00	
10002	<p>Parcel ID: Parcel ID is TBD Alger; Legal Description: A parcel of land in NW1/4 of the NW1/4 100 feet wide being parallel with and adj to the N'ly bank of Black Creek; also a strip of land 100 ft wide being parallel with and adj to the S'ly bank of Black Creek. Comments: 200 ft wide parcel in Rock River Township, with Black Creek flowing through the center of it. The parcel is located south of E Cold Springs Road, east of the M67 intersection about 3 miles south of Chatham MI. The property is surrounded by 2 private landowners and does not have legal road access to E Cold Springs Road (i.e. landlocked). A private road easement would be needed from one of the surrounding private owners to obtain legal road access. The area consists of primarily poorly drained muck soils. The property is within the Rock River Township RP-10 Resource Production zoning district which requires a minimum of 10 acres in size and minimum width of 200 ft. The subject does not meet local zoning to build as a result and is likely just a recreational strip of land along Black Creek. Subject parcel is 6.5 Acres, and about 200' wide x 1415' long as it meanders across a quarter/quarter section following the thread of the creek. Dnr Aa; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: TBA</p>	(Off) E Cold Springs Road;	\$13000.00	

Chippewa

Lot #	Lot Information	Address	Min. Bid	Sold For
1900	<p>Parcel ID: 001-314-002-00; Legal Description: SEC 14 T47N R5W W 175 FT E 650 FT OF GOV'T LOT 4 LY S OF LAKE SHORE RD. Comments: 3.61 acre parcel near Lake Superior west of Brimley in Western Chippewa County. Mid-century ranch home has newer steel roof. We noticed cracks in the foundation and a few boarded windows, suggesting that some work is needed here. The property was occupied during our visit in May, so we did not have the opportunity to examine the building in detail. Lake Superior is right across the street. Most of the neighbors here are seasonal. Personal Property; Occupied;</p> <p>Summer Tax Due: \$759.07</p>	25849 W LAKESHORE DR BRIMLEY;	\$6207.64	
1901	<p>Parcel ID: 003-222-066-00; Legal Description: 486 SEC 22 T46N R6W PT OF SE 1/4 OF SE 1/4 BEG AT A PT 192 FT S ALG W LI OF HWY 123 WHERE IT INTER R/W OF DSS & A RR TH S 68 FT TH W 132 FT TH N 68 FT TH E 132 FT TO POB. Comments: 68' of roadfrontage on M-123 just south of Eckerman in western Chippewa County. Topo maps suggest there may have been a structure here at one time. The land is low and there was some standing water in May when we were here, however there is development on adjacent properties so it is likely developable. You'll want to check on that with local officials if that is your plan.</p> <p>Summer Tax Due: \$1.47</p>	M-123, Eckerman;	\$427.65	
1902	<p>Parcel ID: 007-354-015-00; Legal Description: SEC 26 T46N R7W HULBERT SUB LOTS 15, 16 & 17 BLK 4. Comments: Three platted lots in quaint Hulbert, in the western side of Chippewa County. W First Street is not improved all the way to these lots. High water table in this area. Wetland Indicators; Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$380.97</p>	W First St, Hulbert;	\$1104.35	
1903	<p>Parcel ID: 008-070-018-00; Legal Description: SEC 20 T45N R2W 863/423-DC 898/672 E 110 FT OF W 660 FT OF N 165 FT OF S 330 FT OF NW 1/4 OF NW 1/4. PER 302/521 DENNIS VANSLATEN (1/7 INT)& VERNON VANSLATEN (1/7 INT)& FLOYD VANSLATEN (1/7 INT) & LAURA POSTMA (1/7 INT)& WILMA PLOEGSRA (1/7 INT)& BEULAH BEACOM (1/7 INT) & PER 604/576 MILDRED & HENRY DEJONGE H/W (1/7 INT) AS TENANTS IN COMMON. Comments: ~0.42 Acre vacant parcel in Rudyard. The unimproved W Kooyer Row right-of-way appears to reach the corner of the lot. Roads - Platted Or Easement Known, But Unimproved;</p> <p>Summer Tax Due: \$5.94</p>	W THOMPSON RD RUDYARD;	\$490.44	
1904	<p>Parcel ID: 008-400-023-00; Legal Description: SEC 25 T45N R2W KALLIO SUBD LOTS 23. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$22.08</p>	S SUGAR MAPLE DR KINROSS;	\$730.83	
1905	<p>Parcel ID: 009-018-005-00; Legal Description: SEC 18 T43N R1E N 1/2 OF SW 1/4. 80 A. Comments: Sales 1905, 1906, 1908 and 1909 are five different large acreage parcels in Pickford Township, north of Cedarville. Together there is 240 acres here. This sale is for parcel 1905 which is 80 ACRES. It fronts 1320' on M-129 and runs 2640' deep to the east. Topographical maps indicate that this parcel is level and not marshland. You will want to confirm soil conditions in person if this is important to you.</p> <p>Summer Tax Due: \$143.10</p>	M-129 PICKFORD;	\$1930.19	

1906	<p>This lot is a "bundle" comprised of 2 parcels</p> <p>(1 of 2) Parcel ID: 009-018-006-00; Legal Description: SEC 18 T43N R1E SE 1/4 OF SW 1/4. 40 A. Comments: Sales 1905, 1906, 1908 and 1909 are five different large acreage parcels in Pickford Township, north of Cedarville. Together there is 240 acres here. This sale is for parcel 1906 and 1907 which are 40 acres each = 80 ACRES. Together they front 1320' on M-129 and run 2640' deep to the east. Topographical maps indicate that this parcel is level and includes marshland. You will want to confirm soil conditions in person if this is important to you.</p> <p>(2 of 2) Parcel ID: 009-018-007-00; Legal Description: 171B SEC 18 T43N R1E SW 1/4 OF SW 1/4. 40 A. Comments: Sales 1905, 1906, 1908 and 1909 are five different large acreage parcels in Pickford Township, north of Cedarville. Together there is 240 acres here. This sale is for parcel 1905 which is 80 ACRES. It fronts 1320' on M-129 and runs 2640' deep to the east. Topographical maps indicate that this parcel is level and not marshland. You will want to confirm soil conditions in person if this is important to you.</p> <p>Summer Tax Due: \$161.07</p>	M-129 PICKFORD; 26927 S M129 PICKFORD;	\$2631.03	
1908	<p>Parcel ID: 009-018-008-00; Legal Description: 171C SEC 18 T43N R1E NE 1/4 OF SE 1/4. 40 A. Comments: Sales 1905, 1906, 1908 and 1909 are five different large acreage parcels in Pickford Township, north of Cedarville. Together there is 240 acres here. This sale is for parcel 1908 which is 40 ACRES. This parcel has no roadfrontage on any public road, It is 1320' x 1320'. Topographical maps indicate that this parcel is level may have marshlands along the south line. You will want to confirm soil conditions in person if this is important to you. Roads - None Known (Possibly Landlocked); Wetland Indicators;</p> <p>Summer Tax Due: \$71.45</p>	(Off) M-129 PICKFORD;	\$1169.00	
1909	<p>Parcel ID: 009-018-009-00; Legal Description: 172 SEC 18 T43N R1E SE 1/4 OF SE 1/4. 40 A. Comments: Sales 1905, 1906, 1908 and 1909 are five different acreage parcels in Pickford Township, north of Cedarville. Together there is 240 acres here. This sale is for parcel 1909 which is 40 ACRES. It is 1320' x 1320' and does not have frontage on any public road. Topographical maps indicate that this parcel is level and almost entirely marshland. You will want to confirm soil conditions in person if this is important to you. Roads - None Known (Possibly Landlocked); Wetland Indicators;</p> <p>Summer Tax Due: \$71.45</p>	(Off) M-129 PICKFORD;	\$1169.00	
1910	<p>Parcel ID: 011-380-011-00; Legal Description: SEC 7 T44N R2W JOHN A MC DONALD 2ND ADD VILLAGE OF RUDYARD LOTS 11 & 12. Comments: We have sold this property a couple of times before. Older multifamily building situated on a corner lot in Rudyard, just off I-75. The roof has been really bad for many years and needs immediate attention to prevent further decay. There is structural damage from the roof permitting water to infiltrate the brick walls, the freeze and thaw cycles over time have caused separation and cracks are visible on every exterior wall. The north wall has noticeable deflection and will require substantial work to repair. Our memory is that there are six apartment units inside. This is a complete rehab project. Electric service has been dropped by the utility provider. This building is likely condemned. Boarded; Structural Issues; Multiple Family Use; Roof Issues;</p> <p>Summer Tax Due: \$77.43</p>	19081 S WILLIAM ST RUDYARD;	\$1513.24	
1911	<p>Parcel ID: 012-570-003-00; Legal Description: SEC 23 T47N R1W VI-LOU SUBD W 0.75 FT OF E 40.75 FT OF LOT 3. Comments: This is a leftover after a parcel was split and the later property descriptions did not include this 9 inch sliver. Located between 1285 and 1291 Opal Road. Probably only of any value to the adjacent property owners. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: TBA</p>	Opal Road.Sault Ste Marie;	\$427.34	
1912	<p>Parcel ID: 014-456-019-00; Legal Description: SEC 9 T46N R2W PLAT OF VILLAGE OF SUPERIOR LOT 19 BLK 6. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$9.81</p>	BRIMLEY;	\$533.05	
1913	<p>Parcel ID: 041-760-073-42; Legal Description: SECS 34 & 35 T42N R4E SUPERVISOR'S PLAT #1 OF DETOUR W 20 FT OF S 100 FT OF LOT 73. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$2.27</p>	DE TOUR VILLAGE;	\$430.83	

1914	Parcel ID: 051-304-001-00; Legal Description: ELLIS ADDITION LOTS 1 AND 2 PLUS N 1/2 VAC ADJ ALLEY BLK 4. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$120.62	E 23RD AVE SAULT SAINTE MARIE;	\$1262.98	
1915	Parcel ID: 051-304-005-00; Legal Description: ELLIS ADDITION LOTS 5 THRU 7 INCL PLUS N 1/2 VAC ADJ ALLEY BLK 4. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$148.47	E 23RD AVE SAULT SAINTE MARIE;	\$1457.98	
1916	Parcel ID: 051-329-019-50; Legal Description: SEC 8 T47N R1E ERMATINGER SUBD OF PT OF FRAC 1/2 OF NE 1/4 LOTS 19, 20, 21, 24 & 25. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$16.68	E 4TH AVE SAULT SAINTE MARIE;	\$468.04	
1917	Parcel ID: 051-329-033-00; Legal Description: SEC 8 T47N R1E ERMATINGER SUBD OF PT OF FRAC 1/2 OF NE 1/4 LOT 33. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	E 6TH AVE SAULT SAINTE MARIE;	\$570.46	
1918	Parcel ID: 051-329-036-00; Legal Description: SEC 8 T47N R1E ERMATINGER SUBD OF PT OF FRAC 1/2 OF NE 1/4 LOT 36. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	E 6TH AVE SAULT SAINTE MARIE;	\$570.46	
1919	Parcel ID: 051-329-037-00; Legal Description: ERMATINGER SUBD LOT 37. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	E 6TH AVE SAULT SAINTE MARIE;	\$570.46	
1920	Parcel ID: 051-425-010-00; Legal Description: 4118 000 JONES AND LENNONS ADD LOT 10 BLK 5 ALSO S 1/2 ADJ VAC ALLEY (2003) Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$78.86	W 11TH AVE SAULT SAINTE MARIE;	\$970.33	
1921	Parcel ID: 051-531-027-00; Legal Description: MARTYN AND STUARTS ADD LOT 27 BLK 1. Comments: Level, fairly dry (for the Soo) parcel on Ninth Street. Municipal utilities and natural gas at the street. Quiet neighborhood not too far from the Casino. Single lot. May not be large enough to build on. Summer Tax Due: \$23.17	E 9TH AVE SAULT SAINTE MARIE;	\$580.19	
1922	Parcel ID: 051-537-002-00; Legal Description: 4621 010 MARTYN AND STUARTS ADD LOT 2 BLK 7. ALSO N 1/2 VAC E/W ALLEY. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$32.46	E 10TH AVE SAULT SAINTE MARIE;	\$629.00	
1923	Parcel ID: 051-563-005-00; Legal Description: 4852 000 JOHN MC NAUGHTONS ADD LOT 5 BLK 3. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$34.07	E 17TH AVE SAULT SAINTE MARIE;	\$594.50	
1924	Parcel ID: 051-565-001-00; Legal Description: JOHN MC NAUGHTONS ADD LOTS 1 AND 2 BLK 5. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$46.38	E 18TH AVE SAULT SAINTE MARIE;	\$750.87	

1925	Parcel ID: 051-565-020-00; Legal Description: JOHN MC NAUGHTONS ADD LOT 20 BLK 5. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$46.38	E 19TH AVE SAULT SAINTE MARIE;	\$750.87	
1926	Parcel ID: 051-568-014-00; Legal Description: JOHN MC NAUGHTONS ADD LOTS 14 TO 16 INCL BLK 8. Comments: An old foundation remains on this parcel on the SE side of the Soo. It is roughly 25' x 75' in size and appears to have been designed for a three car garage. There is a culvert and driveway in place. High water table here. Incomplete Construction; Wetland Indicators; Summer Tax Due: \$141.11	2265 SEYMOUR ST SAULT SAINTE MARIE;	\$1084.32	
1927	Parcel ID: 051-592-011-00; Legal Description: SEC 14 T47N R1W VICTOR E METZGERS SUBD OF THE NE 1/4 OF SW 1/4 LOTS 11 AND 12 BLK 2. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$38.95	W 24TH AVE SAULT SAINTE MARIE;	\$618.44	
1928	Parcel ID: 051-763-003-00; Legal Description: ST PAUL ADDITION LOT 3 BLK 13. 0.115 AC Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	ST PAUL ADD SAULT SAINTE MARIE;	\$570.46	
1929	Parcel ID: 051-763-005-00; Legal Description: ST PAUL ADDITION LOT 5 BLK 13. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	E 5TH AVE SAULT SAINTE MARIE;	\$570.46	
1930	Parcel ID: 051-763-013-00; Legal Description: ST PAUL ADDITION LOT 13 BLK 13. 0.115 AC Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	ST PAUL ADD SAULT SAINTE MARIE;	\$570.46	
1931	Parcel ID: 051-765-005-00; Legal Description: ST PAUL ADDITION LOT 5 BLK 15. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	OFF SHUNK RD SAULT SAINTE MARIE;	\$570.46	
1932	Parcel ID: 051-766-026-00; Legal Description: ST PAUL ADDITION LOT 26 BLK 16. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	ST PAUL ADD SAULT SAINTE MARIE;	\$570.46	
1933	Parcel ID: 051-767-012-00; Legal Description: ST PAUL ADDITION LOT 12 BLK 17. Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$27.82	E 7TH AVE SAULT SAINTE MARIE;	\$570.46	
1934	Parcel ID: 051-810-021-00; Legal Description: A B WILGUS ADD LOT 21 BLK 10 PLUS S 1/2 ADJ VAC E/W ALLEY Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$88.13	E 13TH AVE SAULT SAINTE MARIE;	\$1019.20	

1935	Parcel ID: 051-810-022-00; Legal Description: 6398 000 A B WILGUS ADD LOT 22 AND 23 BLK 10 PLUS S 1/2 ADJ VAC E/W ALLEY Comments: This parcel does not have improved public road access, and likely does not have utility service. Please investigate whether platted roads have been vacated, or if private roads or easements exist prior to bidding. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$120.62	E 13TH AVE SAULT SAINTE MARIE;	\$1262.98	
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Chippewa (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
10021	<p>Parcel ID: Parcel ID is TBD Chippewa; Legal Description: The eastern 482 ft. of Fractional Section 13 EXCLUDING the eastern 164 ft. ALSO EXCLUDING the western 80 ft. of the east 244 ft. of the south 200 ft. ALSO EXCLUDING the western 80 ft. of the east 324 ft. of the south 150 ft. Comments: Appox 550 ft. of frontage on Dollar Bay in Lake Superior! No improved road access to the parcel located north-northwest of the W Lakeshore Drive and Ranger Road intersection. The county/township does not have a tax-id # assigned to the property. Aprox. 0.62 Acres. The parcel has an average depth of roughly 50 feet. If there are zoning setbacks here, there may not be a buildable area. Check locally for guidance on your anticipated use. Beautiful, low bluff rocky frontage and a tremendous view. Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	(Off) W Lakeshore Drive.;	\$154800.00	
10022	<p>Parcel ID: 005-069-005-00; Legal Description: W1/2 of the NW 1/4 ALSO W1/2 of the E1/2 of the NW1/4 Comments: The subject property is zoned Residential and consists of vacant residential property near E Beedy Road. The subject is landlocked and surrounded by rural private parcels about 3 miles SW of Goetzville. The subject does not have road access to E Beedy Road. The DNR is currently in the middle of an ongoing timber harvest on the subject property. The harvest will be completed before the sale of the property. Lastly there is an electric easement crossing the center of the property containing about 3.5 acres. Aprox. 120 Acres Dnr Aa; Roads - None Known (Possibly Landlocked); Easement Or Access Across;</p> <p>Summer Tax Due: TBA</p>		\$38475.00	
10023	<p>Parcel ID: Part of 009-052-001-00; Legal Description: SW1/4 of the NW1/4 Comments: The subject property is zoned forest recreation and consists of vacant residential property on S Riverside Drive south of the E 18 Mile Road intersection. The property is located about 9.5 miles northeast of Pickford MI. The State of Michigan will be conducting a timber harvest on the subject before a sale takes place. Granted easement to Cloverland Electric Cooperative. Aprox. 40 Acres Dnr Aa; Easement Or Access Across;</p> <p>Summer Tax Due: TBA</p>		\$37500.00	

Delta

Lot #	Lot Information	Address	Min. Bid	Sold For
2200	Parcel ID: 009-134-003-00; Legal Description: SEC 34 T37N R24W. .50 A BEG E 409' & N 10' OF SW COR OF SW 1/4 OF NW 1/4, TH N 105', TH E 150', TH S 105', TH W 150' TO POB. Comments: ~1/2 acre parcel on M-35 south of Escanaba near Bark River. Contains an older 2 story wood frame home and detached garage and shop building. It appears this has been vacant for a short while and there is some deferred maintenance. The interior is garbage strewn, including some food garbage. It may be ripe by auction time. There is a leak in the east side of the second floor roof, and a little mold developing on that ceiling. The home has a large, masonry wood burning fireplace. We didn't notice any other obvious signs of heat. Electric service is a 100a breaker panel. With a thorough decluttering and resurfacing, this could be a cozy place. 2BR/2BA. Roof Issues; Mold; Sanitation Issues And Garbage; Summer Tax Due: \$385.39	308 STATE HIGHWAY M35 BARK RIVER;	\$8135.93	
2201	Parcel ID: 012-178-037-10; Legal Description: SEC 28 T41N R21W 2.12 A FR SE COR OF GL3 OF SEC 28 T41N R21W MEAS N ALG E LN OF SD GL3 300' TO POB, TH S 89Â°,Â°28'33?W 925.87', TH N 100', TH N 89Â°,Â°28'33?E 925.87' TO SD E LN TH S ALG E LN 100' TO POB Comments: ~2.12 acre parcel is 100' wide at U-6 Road and runs 925' feet deep into marshlands. Recreational property. Won't support any septic. Across the street from 8395 U.6 Lane Wetland Indicators; Summer Tax Due: \$9.87	U.6 LN RAPID RIVER;	\$753.60	
2203	Parcel ID: 041-252-018-00; Legal Description: SEC 17 T39N R18W. LOT 18 BLK 2 OF VILLAGE OF GARDEN SUB. Comments: This is a roofover singlewide trailer with large wood frame addition that contains a larger bedroom and a living room. Has been abandoned full of stinky garbage for maybe ten years or longer. On a single platted lot in the Village of Garden, ten minutes north of US 2. You'll need to clean it out before you can truly determine the conditions here. However the exposed subfloors in the original mobile home section are very weak and that area is going to need a floor deck. The entire place is filthy and grubby (and smelly). Plan on a couple of thirty yard dumpsters by the time you've picked up the yard, which has bicycles, tires and other random debris laying in every corner. The roofs are in decent condition and we did not see leaks. We assume that all of the mechanicals here should be updated and the entire place resurfaced. The exterior doesn't look too bad, but inside ... this is a dirty one. Sanitation Issues And Garbage; Mobile Home; Summer Tax Due: \$897.04	6397 1ST AVE GARDEN;	\$6061.47	
2204	Parcel ID: 051-100-2931-259-005; Legal Description: S 50 FT OF LOT 2 OF BLK 41 OF CAMPBELLS ADDITION NO. 2 Comments: Not far from the Golf & Country Club on the far south end of Escanaba, this two story home with attached garage is incomplete and cluttered. At one time this was likely a finished mid-century home. Then someone decided they needed to rearrange a few things. Now it's almost difficult to tell the difference between the garage and the house inside. Many of the interior walls have been removed or gutted to framing. There is wiring and plumbing just hanging out of strange places. Most of the floor coverings have been removed and it's down to bare subfloor planking. The exterior has vinyl on three sides and the garage, and the fourth/front side is a strange plastic faux brick panel. There are some odd framing changes in the living room ceiling area that should be studied before relying on them. Much of the house is loaded with rummage sale grade clutter that will need to be removed before this can be properly assessed. Could be a great project in the hands of a talented rehabber. It's the worst house in a great neighborhood. That's flipper rule #1. Incomplete Construction; Summer Tax Due: \$1,728.67	1220 S 15TH ST ESCANABA;	\$5853.03	

Luce

Lot #	Lot Information	Address	Min. Bid	Sold For
4200	Parcel ID: 002-002-024-1605; Legal Description: SEC 24 T45N R12W THAT PART OD GOV'T LOT 3 LYING NORTH OF NORTH PINE MEADOW DRIVE AND NOT PART OF PINE MEADOW SUBDIVISION. .68A M/L Comments: ~0.68 Acre Wooded vacant lot near North Manistique Lake. Summer Tax Due: \$18.84	CO RD 413 MC MILLAN;	\$732.52	
4201	Parcel ID: 003-008-016-0900; Legal Description: SEC 16 T48N R9W NW 1/4 OF SE 1/4. 40 A. Comments: Square 40 acre parcel. Appears from topography to be mostly wetlands. Access is unknown, but there looks to be a two track that may access this property via Creeger Trail. We are not sure if there is deeded access. Please research this parcel thoroughly before bidding. Wetland Indicators; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$41.84	10570 CREEGER TR NEWBERRY;	\$820.49	
4202	Parcel ID: 004-003-010-1300; Legal Description: SEC 10 T45N R10W BEG AT A PT 75' N OF CENTRAL LINE OF HWY M-28 RUN E & W & 506' E OF SW 1/4 OF NE 1/4 , TH N 330' , TH E 405' . TH S 330' , TH W 405' TO POB. CONTAINS 3.07 A M/L Comments: Late-century raised ranch with full basement. Has a bad spot in the roof at the rear west corner that has permitted a lot of water to find its way to the basement. Structurally this appears to be a pretty solid house, but needs to be gutted and resurfaced. Old, bad roof. Baseboard hot water heat. We presume that the heating system is probably freeze damaged. Vinyl siding. This one could be restored with some elbow grease. 3+ acre parcel on state highway. Roof Issues; Summer Tax Due: \$559.10	15388 M-28 NEWBERRY;	\$10913.21	
4203	Parcel ID: 041-003-250-8700; Legal Description: SEC 25 T46N R10W BEG 432' S & 580' E OF SE COR OF BLK 2 OF THIRD ADD TO VILLAGE OF NEWBERRY, TH S 130', TH E 60', TH N 130' TH W 60' TO POB. Comments: This one is beyond any rational repair. The value here is in the land and utility improvements. Dangerous Building; Summer Tax Due: \$421.44	530 E AVE A NEWBERRY;	\$2444.18	
4204	Parcel ID: 041-100-230-1900; Legal Description: LOT 19 BLK 23 ORIGINAL PLAT OF VILLAGE OF NEWBERRY. Comments: Older one story home in Newberry. Full of rummage sale grade castoff ... so it's difficult to really assess it's condition until emptied. It appears to be generally straight and solid. If there is a basement, we did not find an entrance. The bath and kitchen are stripped and we assume it will need all new plumbing, wiring and HVAC systems. Roof has some leakage. Looks worse outside than it actually is inside. But it still needs replacement and repair to soffits eaves. Lots of debris. A nice selection of tires sure to fit every vehicle in the family. The neighbors will really like you if you buy this one and clean it up. Two bedrooms and a (missing) bathroom. Roof Issues; Incomplete Construction; Summer Tax Due: \$222.86	315 E TRUMAN BLVD NEWBERRY;	\$1654.88	
4205	Parcel ID: 041-206-080-1000; Legal Description: LOTS 10 & 11 BLK 8 FIFTH ADD TO VILLAGE OF NEWBERRY. Comments: Knotty pine paneled mid-century home. 1.5 story 1 bathroom, 4 small bedrooms. Has an attached two car garage as well as a fairly modern Lester-brand garage with mansard roof and additional one car steel garage to the rear. Lots of room for the toys here. The house is cluttered but appears to be solid. Steel roof. The electrical and plumbing are both in disrepair. Modern (but not "newer") natural gas forced air heat. Corner lot with alley service on the west side of Newberry. Could be a decent place without a ton of work. Summer Tax Due: \$819.54	621 W HARRIE ST NEWBERRY;	\$4344.42	
4206	Parcel ID: 041-206-130-1000; Legal Description: LOT 10 BLK 13 FIFTH ADD TO VILLAGE OF NEWBERRY. Comments: Older mobile home on a small lot in Newberry. Detached two car garage. The unit is generally solid, but cosmetically challenged. May be freeze damage to plumbing. Natural gas forced air heat. Three bedrooms, 1.5 baths. Garage is loaded with rummage sale grade castoff. Roof is merchantable. We think the tongue is still attached to the front. Wood frame addition to the east side is largest bedroom. Mobile Home; Summer Tax Due: \$565.25	310 W AVE C NEWBERRY;	\$3239.79	

4207	<p>Parcel ID: 041-230-300-0900; Legal Description: W 10' OF LOT 8 & ALL OF LOT 9. SEVENTH ADD TO VILLAGE OF NEWBERRY. Comments: Two (small) bedrooms and one bath. Roof is in decent condition. Interior has substantial grime from chain smoking (?). There is an inch or two of water on the basement floor that appears to be groundwater seepage ... you'll want to get the sump pumps running asap before mold can get a hold later this summer. Detached garage to the rear. Property still contains personal property but not of much value. We looked for, but did not find, the fuse or breaker panel. Natural gas hot water heat. Has been vacant about three or four years. This could be a real cute efficient little place if cleaned out and repaired.</p> <p>Summer Tax Due: \$915.65</p>	408 E JOHN ST NEWBERRY;	\$3666.34	
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Mackinac (DNR)

Lot #	Lot Information	Address	Min. Bid	Sold For
10065	<p>Parcel ID: 008-005-012-00; Legal Description: The North 35 rods of the SW1/4 of NE1/4 Comments: 17.5 acres, located in Moran Township, on the north side of Cheeseman Road roughly 1/8-mile east of the US-2 intersection about 5 miles west of St. Ignace. The property is surrounded by 6 private landowners. There is a guardrail along the north side of Cheeseman Road but not near the curve which is where a future driveway would likely need to be placed. Electric power runs along the north side of Cheeseman Road. There is a pre-existing trail entering the parcel from the SW corner. The NW corner of the property is composed of poorly drained muck soils. The south/center part of the property is composed of somewhat poorly drained cobbly loam soils. The eastern part of the property has steep relief and is composed of gravelly silt loam soils. The property is within the POS - (Primary Open Space) district which requires a minimum of 10 acres and 330 ft. in width to meet zoning to build regulations. The parcel is 1320 ft. (east-west; along Cheeseman Road) X 577.5 ft. (north-south). A small portion of the subject parcel in the SE corner is on the south side of Cheeseman Road. Aprox. 17.5 Acres Dnr Aa;</p> <p>Summer Tax Due: TBA</p>	Cheeseman Road, St Ignace;	\$18400.00	

Schoolcraft

Lot #	Lot Information	Address	Min. Bid	Sold For
6400	<p>This lot is a "bundle" comprised of 2 parcels</p> <p>(1 of 2) Parcel ID: 008-425-052-00; Legal Description: SEC 7 T41N R16W LOTS 70 & 71 OF HIAWATHA SHORES SUB. L.137 P.32. Comments: Two parcels included here, totaling FOUR adjacent platted lots in the popular Indian Lake area. May be enough to support construction, check with the local zoning folks for minimum lot size requirements.</p> <p>(2 of 2) Parcel ID: 008-425-062-00; Legal Description: SEC 7 T41N R16W LOTS 81 & 82 HIAWATHA SHORES SUB. Comments: Two parcels included here, totaling FOUR adjacent platted lots in the popular Indian Lake area. May be enough to support construction, check with the local zoning folks for minimum lot size requirements.</p> <p>Summer Tax Due: \$22.20</p>	2ND ST MANISTIQUE; 3RD ST MANISTIQUE;	\$1185.51	
6402	<p>Parcel ID: 008-425-090-00; Legal Description: SEC 7 T41N R16W LOT 123 HIAWATHA SHORES SUB. Comments: Single platted lot very close to Indian Lake. Would make a great add-on for an adjacent property owner. A nice piece of dirt. Too small to build on by itself without other property. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: \$7.85</p>	4TH ST MANISTIQUE;	\$565.78	
6403	<p>Parcel ID: 008-603-002-00; Legal Description: SEC 32 T41N R16W LOT 2 EXC 20' & LOTS 3 & 4 BLK 3 OF VILLAGE OF THOMPSON. Comments: Located just a few hundred feet from US 2 on the south side of M-149 at Thompson. Level wooded lands.</p> <p>Summer Tax Due: \$13.83</p>	STATE HIGHWAY M149 MANISTIQUE;	\$626.81	
6404	<p>Parcel ID: 051-181-012-00; Legal Description: PRT OF LOTS 8 & 9 BLK 1 VILLAGE OF HIAWATHA, BEG 179' S OF NE COR BLK 1, TH S 40', TH W 150', TH N 40', TH E 150' TO POB. Comments: Efficient, well maintained 2 bedroom, one bath home in Manistique. Natural gas space heat. Has been vacant for a few years, and there is still a little personal property here. Minor debris in the yard. It wouldn't take much to make this one useful again. 100a breaker electric service. Personal Property;</p> <p>Summer Tax Due: \$1,702.39</p>	314 SCHOOLCRAFT AVE MANISTIQUE;	\$5301.07	
6405	<p>Parcel ID: 051-588-024-00; Legal Description: 2159 LOT 24 BLK 8 OF W RIVERSIDE ADD TO CITY OF MANISTIQUE. Comments: ~0.25 Acre Platted lot in Manistique on N First St. Approximately 171 ft. x 66 ft.</p> <p>Summer Tax Due: \$9.32</p>	N FIRST ST MANISTIQUE;	\$493.84	
6406	<p>Parcel ID: 051-700-049-00; Legal Description: SEC 1 T41N R16W PRT OF GOV'T LOT 3 BEG 1287' N & 332.5' E OF SW COR TH E 100' TH S 125' TH W 100' TH N 125' TO TH POB. .29A Comments: ~0.14 Acre parcel in Manistique. We are unsure if parcel has any legal road access. Roads - None Known (Possibly Landlocked);</p> <p>Summer Tax Due: \$14.61</p>	412 CLARK ST MANISTIQUE;	\$502.92	

6407	<p>Parcel ID: 051-700-293-00; Legal Description: SEC 12 T41N R16W PRT OF GOV'T LOT 4 BEG 187.4' NE'LY FROM INT OF N LN OF DEER ST & W LN OF WESTON AV TH CONT NELY 68' TH NWLY AT R > 160' TH SWLY AT R > 129.5FT TH S 70 DEG 30 M E 171.5' TO POB. Comments: Shell of a fire damaged house on 118 Weston Ave in Manistique. Purchaser will be required to furnish a personal guarantee and cash surety in the amount of \$40,000.00 (the "Surety") to ensure the demolition and remediation of the offered property to a safe and debris-free condition. Certified funds in the amount of the Surety shall be deposited with seller or its designee within 5 business days of the auction. If the Surety is not presented within 5 business days of the auction, the sale shall be canceled for non-performance without refund. Purchaser must present a plan to seller within 60 days of the auction which includes a cost estimate and timeline for the demolition of all structures located on the offered property by a licensed and insured contractor. Such plan must be approved by seller at seller's sole discretion prior to the commencement of demolition and remediation activities. Such demolition and remediation shall be completed within six months of the date of the auction. Demolition shall be considered complete upon certification of seller and at seller's sole discretion. The Surety shall be applied to the costs of demolition and remediation in accordance with the approved plan. Any costs incurred over and above the Surety are the sole responsibility of purchaser. Any Surety which remains after seller certifies the satisfactory completion of all demolition and remediation activities shall be returned to purchaser. If purchaser fails to comply with any of the terms and restrictions stated herein, they shall forfeit the Surety to seller. Seller has the unilateral right to accept, reject or require modification to the Surety prior to its acceptance by seller. Purchaser has NO RIGHT TO POSSESSION or entry upon the offered property until seller executes and records a deed conveying the offered property to purchaser. Dangerous Building; Fire Damage;</p> <p>Summer Tax Due: \$1,545.10</p>	118 WESTON AVE MANISTIQUE;	\$10932.41	
6408	<p>Parcel ID: 051-700-294-00; Legal Description: SEC 12 T41N R16W PRT OF GOV'T LOT 4 BEG 255.4' NE'LY FROM INT OF N LN OF DEER ST & W LN OF WESTON AVE TH CONT NELY ON WESTON AVE 78' TH NWLY AT R > 160' TH SWLY 78' TH SELY 160' TO POB. Comments: Collapsing Structure located at 124 Weston Ave in Manistique. Purchaser will be required to furnish a personal guarantee and cash surety in the amount of \$30,000.00 (the "Surety") to ensure the demolition and remediation of the offered property to a safe and debris-free condition. Certified funds in the amount of the Surety shall be deposited with seller or its designee within 5 business days of the auction. If the Surety is not presented within 5 business days of the auction, the sale shall be canceled for non-performance without refund. Purchaser must present a plan to seller within 60 days of the auction which includes a cost estimate and timeline for the demolition of all structures located on the offered property by a licensed and insured contractor. Such plan must be approved by seller at seller's sole discretion prior to the commencement of demolition and remediation activities. Such demolition and remediation shall be completed within six months of the date of the auction. Demolition shall be considered complete upon certification of seller and at seller's sole discretion. The Surety shall be applied to the costs of demolition and remediation in accordance with the approved plan. Any costs incurred over and above the Surety are the sole responsibility of purchaser. Any Surety which remains after seller certifies the satisfactory completion of all demolition and remediation activities shall be returned to purchaser. If purchaser fails to comply with any of the terms and restrictions stated herein, they shall forfeit the Surety to seller. Seller has the unilateral right to accept, reject or require modification to the Surety prior to its acceptance by seller. Purchaser has NO RIGHT TO POSSESSION or entry upon the offered property until seller executes and records a deed conveying the offered property to purchaser. Boarded; Dangerous Building;</p> <p>Summer Tax Due: \$139.86</p>	124 WESTON AVE MANISTIQUE;	\$1431.56	

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.