

Public Land Auction

Benzie, Manistee, Wexford, Grand Trav., Leelanau

August 25th, 2023

Benzie, Grand Traverse, Leelanau, Manistee, and Wexford 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		

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.

Benzie

Lot #	Lot Information	Address	Min. Bid	Sold For
1100	Parcel ID: 02-265-008-00; Legal Description: LOT 14 BETSIE'S WATER WONDERLAND Comments: Waterfront parcel on the banks of the popular Betsie River! There are 14 platted lots in this development, and about half of them are populated with campers. We don't think these lots will support septic systems because of high groundwater levels. You'll want to verify that it can be used as a campsite if that's the plan. May be an owners association or similar group here ... someone mows the road areas. Association Fees; Wetland Indicators; Summer Tax Due: \$21.62	WONDERLAND ROAD (PVT);	\$926.93	
1102	Parcel ID: 04-503-004-03; Legal Description: W 50 FT OF E 1/4 OF W 1/2 OF SE 1/4 OF NW 1/4 SEC 31 T25N R13W 1.5 A M/L Comments: Narrow strip on land just east of T-ville on North Street. While it totals 1.5 acres in size, the 50' x 1320' dimensions do present some limitations. You'll want to check with local zoning folks as to whether this could be built on. There is a power line easement over part of this strip that may further limit its development. Probably best use is added to a neighboring parcel. Easement Or Access Across; Summer Tax Due: \$15.29	North Street, Thompsonville;	\$763.66	
1103	Parcel ID: 05-176-009-00; Legal Description: S 1/2 LOT 9 SKYWAY PARK Comments: Parcel is roughly 40' x 200' in size, and may not be wide enough for construction. You'll want to verify usefulness for your purpose with the local zoning folks. Paved county road, Unbuildable Lands / Too Small; Summer Tax Due: \$74.98	Airport Road;	\$785.98	
1104	Parcel ID: 08-023-035-00; Legal Description: COM E 1/4 COR S 0 DEG54'45"W 530.39 FT TO POB S 0 DEG 54'45"W 150.89 FT N 88 DEG 47'54"W 412.50 FT N 0 DEG 54'45"E 150.89 FT S 88 DEG 47'54"E 412.50 FT TO POB SEC 23 T26N R13W 1.43 A M/L Comments: DISCLOSURE: This home was the scene of the recent murder of a child. There is no ascertainable marking or other sign of this on visual inspection. We are told it happened in an upstairs bedroom. 1.5 story home in the small village of Bendon, located just west of Interlochen. Home has been updated with poor quality workmanship. It has some bows and weaves but is generally a solid house. 2 bedrooms up. One bath and a laundry down in addition to a rear storage room kitchen and living room. The roof is in generally good condition, with an issue along the eave in the rear. 100A breaker panel. Has potential, but needs a resurfacing and new kitchen inside. Personal Property; Roof Issues; Summer Tax Due: \$320.48	394 BENDON ROAD INTERLOCHEN;	\$3798.08	
1105	Parcel ID: 09-036-004-30; Legal Description: PT OF SW 1/4 OF SEC 36 DESC AS: BEG AT SW COR OF SEC TH N 660 FT TH S 89 DEG 56' 51" E 660.60 FT TH S 00 DEG 03' 09" W 660 FT TH N 89 DEG 56' 51" W 660 FT TO POB PARCEL "A-1" SRVY SEC 36 T25N R15W 10.005 A M/L Comments: Square ten acre parcel, 660' x 660', at the NE corner of the intersection of Manistee County Line Road and Wallaker Road. Open, level and clear. Most of the surface of this parcel is occupied by a natural gas production facility, which has been abandoned. There is evicence in some of the geotextile ponds of rupture, and there is notation of contamination. A voluntary buyer of this property has no immunity from potential liability for cleaning this up, so BEWARE. There are also likely to be surface leases in place here that can limit your use of the property. Please thoroughly understand what you are bidding on here. Harvesting; Contamination Indicators; Summer Tax Due: \$247.49	7895 WALLAKER ROAD ***WELL BENZONIA;	\$8880.06	

Grand Traverse

Lot #	Lot Information	Address	Min. Bid	Sold For
2701	<p>Parcel ID: 01-532-015-00; Legal Description: UNIT 15 LOCHENHEATH SITE CONDOMINIUM SEC 26 T28N R10W Comments: Lochenheath is a golf community NE of Traverse City, overlooking East Grand Traverse Bay. This section of the site condo has never been completed, and the developer/successor or another entity seems to have pretty much stopped any use of the land in its tracks for over a decade now. This part of the development is NOT managed by the folks at the golf club ... so they can't answer your questions. Our last info is that it is under the control of the Drapac Group, an Australian company, that purchased these assets from a lender after the original developer failed.. This area is gated, and efforts to access the lot that you would buy will be met with resistance. We would not recommend bidding on this unless you first thoroughly investigate the political, financial and/or legal issues that have prevented the use of these parcels for so long. Condo Subdivision "site Condo";</p> <p>Summer Tax Due: \$914.58</p>	TURNBERRY CIR WILLIAMSBURG;	\$3438.36	
2703	<p>Parcel ID: 02-165-009-00; Legal Description: BLAIR VALLEY ESTATES UNIT 9 SEC 4 T26N R11W. Comments: Blair Valley Estates is a residential site condominium development south of Traverse City, just north of Chums Corner. This is a newer development of nice, well kept newer homes, probably less than ten years old. This is a site condo, so there will be restrictions and association fees in place that you will want to review. This lot rolls downward from the road, offering potential for a walkout basement level in the rear. Topo maps suggest there are wetlands to the rear, but we note that the adjacent homes are built on lots with very similar topography. ~0.77 acres. Condo Subdivision "site Condo";</p> <p>Summer Tax Due: \$157.24</p>	BLAIR VALLEY RD TRAVERSE CITY;	\$1268.19	
2704	<p>Parcel ID: 02-165-018-00; Legal Description: BLAIR VALLEY ESTATES UNIT 18 SEC 4 T26N R11W. Comments: Blair Valley Estates is a residential site condominium development south of Traverse City, just north of Chums Corner. This is a newer development of nice, well kept newer homes, probably less than ten years old. This is a site condo, so there will be restrictions and association fees in place that you will want to review. This lot is dry and level with well drained soils. There is a pine row in the rear. ~0.56 Acres Condo Subdivision "site Condo";</p> <p>Summer Tax Due: \$157.24</p>	FIELDCREST LN TRAVERSE CITY;	\$1268.19	
2706	<p>Parcel ID: 02-335-006-00; Legal Description: M 37 COMMERCE PARK SITE CONDOMINIUM, UNIT 6, SEC 9 T26N R11W Comments: Small building site with commercial/light industrial zoning in a newer development just south of the US 31 / M-37 intersection known locally as "Chums Corner". This is a grouping of small storage/shop buldings less than 5,000 square feet in general, and appears to be probably less than ten years old. Newly paved street. No municipal water, but we see natural gas. This is a SITE CONDO lot. ~0.53 Acres. Condo Subdivision "site Condo";</p> <p>Summer Tax Due: \$633.85</p>	PERRYS LOOP TRAVERSE CITY;	\$3469.15	
2719	<p>Parcel ID: 07-560-096-00; Legal Description: LOT 96 PENINSULAR SHORES PARK NO. 2. Comments: Single platted lot on the Duck Lake peninsula, just east of Interlochen. This is likely too small to build on, unless you own adjacent property for meet minimum lot size requirements. You'll want to have a chat with the local zoning folks to determine if this is suitable for your intended uses. ~0.34 Acres. Unbuildable Lands / Too Small;</p> <p>Summer Tax Due: \$154.67</p>	WHITE BIRCH DR GRAWN;	\$1289.56	

Leelanau

Lot #	Lot Information	Address	Min. Bid	Sold For
4000	<p>Parcel ID: 004-124-003-53; Legal Description: PARCEL C PRT NW 1/4 SEC 24 COM @ NW COR SD SEC TH N 88D 25' 50" E ALG N LN SD SEC 527.34 FT TO C/L PRIVATE RD EASEMENT TH S 17D 53' 40" E ALG SD C/L 328.24 FT TH S 08D 46' 10" E CONT ALG SD C/L 421.05 FT TH S 17D 54' 00" W CONT ALG SD C/L 61.84 FT TH S 17D 54' 00" W CONT ALG SD C/L 291.03 FT TH S 30D 57' 21" W CONT ALG SD C/L 183.17 FT TO POB TH S 30D 57' 21" W CONT ALG SD C/L 100 FT TH N 74D 42' 59" W 369.51 FT TH N 17D 01' 04" E 138.72 FT TH N 79D 24' 23" E 145.57 FT TH S 14D 30' 08" W 27 FT TH S 44D 49' 40" E 158.36 FT TH S 74D 42' 59" E 123.68 FT TO POB TOGETHER WITH & SUBJECT TO EASEMENT SEC 24 T28N R12W 1.2 A M/L Comments: This is "parcel C" of a division of unplatted lands in the former TimberLee ski resort property about ten miles NW of Traverse City. The property is irregular in shape, but is roughly 3/4 acre, which should be large enough to support a home. Roads here are private, and we assume there are deed restrictions and association fees that you will want to investigate prior to bidding. There is new construction happening in this part of the development, which is still very sparsely populated. We would advise checking with local zoning folks on buildability. There IS a local private water system in this area, however we are unsure whether it extends to this area. You may wish to investigate that also ... Association Fees; Summer Tax Due: \$85.60</p>	S COTTONWOOD DR TRAVERSE CITY;	\$1145.38	

Manistee

Lot #	Lot Information	Address	Min. Bid	Sold For
4300	Parcel ID: 02-025-275-40; Legal Description: E 1/2 OF E 1/2 OF E 1/2 OF SE 1/4 OF NW 1/4 SEC 25 T23N R15W. 5 A M/L. Comments: Long narrow parcel. 165' at the road x 1320' deep. There is a natural gas production facility on the parcel to the west, and there is an access road that crosses this parcel to get to it easement status unknown. The access road is on the east (right) side of the parcel on Tannerville Road, and the west boundary line is marked (roughly) by survey tape on a bush about halfway to the rear. The north property line is marked by a fence line (barbed wire) from the farm to the north. Level, very open land with just small areas of vegetation. Tillable. Power easement along the east line. It appears to include full mineral rights. If that is important to you, you might want to verify that. Also has a small gas production shack at the roadside. Easement Or Access Across; Contamination Indicators; Mineral Rights; Summer Tax Due: \$93.34	Tannerville Road;	\$1618.76	
4302	Parcel ID: 06-113-125-20; Legal Description: PT NW 1/4 NE 1/4, COM AT SE COR THEREOF, TH S 88 DEG 6 MIN 30 SEC W 890.76 FT, TH N 22 DEG 53 MIN 30 SEC W 521.84 FT TO POB, TH N 19 DEG 52 MIN 16 SEC E 196.97 FT, TH W TO W'LY R/W LN OF US-31, TH S 22 DEG 53 MIN 30 SEC E TO POB, EXC RR R/W OF RECORD. SEC 13 T21N R17W. .27 A M/L. Comments: 1) Find the Family Fare store in Manistee 2) Find the big sign out front 3) Look down into the big ditch 4) You've discovered what we're selling 1/4 acre of goodness. We have all the bestest stuff, right here. Triangular parcel with no useful road access, as it is entirely behind a guardrail. If our memory is correct, this was originally the original course of the Manistee River, which was abandoned when the current channel was dredged. Oh yeah ... it also has a big powerline easement running thru the middle of it. Terrain Challenged; Easement Or Access Across; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$12.75	US 31. Manistee;	\$1811.62	
4303	Parcel ID: 06-301-705-16; Legal Description: FILER CITY S 1/2 OF LOT 8 BLOCK 5. Comments: Just across the street and up the road a piece from the St. Joes Civic Club. Midcentury wood frame ranch is an estate property and has not been maintained well in a few years. Attached one car garage has deterioration at the rear corner. Midlife roof has some mossy growth. This property is OCCUPIED by a relative of the deceased owner, so we did not have the opportunity to view it in detail. Utilities are active. Personal Property; Occupied; Dnvi; Summer Tax Due: \$342.89	2258 SHERIDAN ST MANISTEE;	\$5795.12	
4304	Parcel ID: 08-002-425-50; Legal Description: SW 1/4 SE 1/4 39 A*M/L SEC 2 T23N R14W Comments: Gently rolling, mostly open 40 acre parcel (39A net). Brush and young growth. NE of Kaleva in a quiet rural area. Gravel, county maintained road. There is a small collection of manstuff, mostly metal, in the very SW corner near the road. The rest of the property appears to be uncluttered. Tillable with a little effort. Personal Property; Summer Tax Due: \$189.47	12041 NIEMI RD KALEVA;	\$3060.44	
4305	Parcel ID: 10-112-425-05; Legal Description: E 1/2 W 1/2 S 1/2 NW 1/4 SE 1/4 SEC 12 T21N R14W 5.00 A. Comments: Nice, level, wooded dry 5 acre parcel NE of Wellston off Baker Road. We found a 2 trak along the powerline easement at the north end of the parcel. The NE corner of the parcel is marked near a camper that is on the lot to the east. You may want to verify legal access over this two track. Oaks, evergreen and ferns here. Sandy soils. A nice piece of dirt up north. Easement Or Access Across; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$89.20	S BAKER RD WELLSTON;	\$1232.62	
4306	Parcel ID: 10-321-701-01; Legal Description: GLENN VALANCE SUBDIVISION LOTS 1, 2, & 3 Comments: Large parcel, 4.65 acres. Fronts on three roads ... M-55, Warfield Road and Oak Street. There are several structures on this parcel, including a mobile home, two steel outbuildings in decent condition, and an older wood frame cabin facing M-55. The lands are level, dry and wooded. Located near the uber popular Tippy Dam recreation area. Paved road frontage on two sides. There are signs of recent activity here, so it may still be under the possession of the former owner. A couple of vehicles and other personal property here. Personal Property; Dnvi; Mobile Home; Summer Tax Due: \$279.64	847 S WARFIELD RD WELLSTON;	\$5558.24	

4307	Parcel ID: 11-290-024-00; Legal Description: PORTAGE PARK ADDITION LOTS 1 TO 5 INCL. BLOCK 9. Comments: Lot has high water table and will not perc for septic. The platted road to this parcel is unimproved. 5 platted lots. Wetland Indicators; May Not Perc; Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$250.25	Arborvitae Drive (unimproved);	\$1487.08	
4308	This lot is a "bundle" comprised of 2 parcels (1 of 2) Parcel ID: 11-290-117-00; Legal Description: PORTAGE PARK ADDITION LOTS 6, 7, 18, 19 BLOCK 27 -----CONSERVATION EASEMENT PA 446 OF 2006----- --- Comments: This parcel has been sold several times at recent tax sales. It is marshy and unbuildable. The waterfront parcel is subject to a CONSERVATION EASEMENT in favor of the State of Michigan, which does not permit any kind of construction or improvement. Many of the lands in this area are underwater in times of high water levels. This sale include two parcels having direct waterfront on popular Portage Lake. Please thoroughly research this property prior to bidding. Wetland Indicators; (2 of 2) Parcel ID: 11-290-117-10; Legal Description: PORTAGE PARK ADDITION LOTS 8, 9, 16, 17 BLOCK 27 Summer Tax Due: \$1,876.98	FAIRWAY W; FAIRWAY W;	\$9580.36	
4310	Parcel ID: 11-290-244-00; Legal Description: PORTAGE PARK ADDITION LOT 19 BLOCK 55. Comments: Parcel on the Portage Point peninsula. Only 3300 square feet, which is too small to support construction without additional land to meet zoning minimum lot size. Road is unimproved. ~0.07 Acres Unbuildable Lands / Too Small; Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$13.03	Portage View Drive (unimproved);	\$468.70	
4311	Parcel ID: 11-330-023-00; Legal Description: PORTAGE PARK ADDITION NO. 1 LOT 7 BLOCK 100. Comments: Single platted lot on Woodland Drive, which was never built. It sits in the bottom of a ravine. The nearest "road" is about 100 feet away, but we believe that is on private property and not a public street. ~2.80 Acres. Roads - Platted Or Easement Known, But Unimproved; Summer Tax Due: \$163.51	Woodland Drive (unimproved);	\$1095.71	
4313	Parcel ID: 51-572-707-04; Legal Description: SIBBINS ADD E 1/2 OF LOT 2 BLOCK 4 ____P.ADDR: 263 4TH ST Comments: Parcel is 1/2 of a platted city lot. It is too small to permit construction unless it is associated with a neighboring parcel to meet minimum size standards. ~0.09 acres. Unbuildable Lands / Too Small; Vul - Vacant Urban Lot; Summer Tax Due: \$35.77	263 FOURTH ST MANISTEE;	\$503.03	
4314	Parcel ID: 51-748-747-07; Legal Description: FREELAND LOT 4 BLOCK 26 ____P.ADDR: 1014 HIGH ST Comments: Parcel is a single platted city lot, about ten feet above street grade.. It is too small to permit construction unless it is associated with a neighboring parcel to meet minimum size standards. Street frontage sits behind a concrete abutment, so offstreet parking would be tricky. ~0.2 Acres. Unbuildable Lands / Too Small; Vul - Vacant Urban Lot; Summer Tax Due: \$115.70	1014 HIGH ST MANISTEE;	\$1055.81	

Wexford

Lot #	Lot Information	Address	Min. Bid	Sold For
6800	Parcel ID: 10-048-00-051-00; Legal Description: LOT 6 & N'LY 15 FT OF LOT 5, BLK 216 CHITTENDEN & WHEELERS ADDITION, CITY OF CADILLAC Comments: This one has been leaking for a long time. The signature blue tarp re-roof feature has decayed and exposed the roof (again) to interior soaking. Located in central Cadillac, not far from Diggins Park, just north of downtown off Mitchell Street. Two story, vinyl sided with attached one car garage. The interior of this home has been soaked for some time, and there are large gaps open to the sky. We do NOT encourage you to try enterior this property as the particle board subfloors are rotten and you're going to start your tour in the basement, followed by a quick trip to the emergency room. It apperars that the north end of the house is in better condition, but the south portion that runs to the attached garage is dangerous. A true "project" house for the skilled carpenter. Roof Issues; Incomplete Construction; Harvesting; Dangerous Building; Summer Tax Due: \$822.09	865 WHEELER ST CADILLAC;	\$4853.18	
6802	Parcel ID: 2210-BB23015; Legal Description: LOT 15 BLK. 30 BOULEVARD BEACH SUBDIVISION #2 SUB TO & TOG W/ VAC ST & ALLEY L625P268 SEL. SEC. 34 T22N R10W -CAPS- Comments: Parcel is 1/10th of an acre, and too small to meet zoning requirements for construction unless part of a neighboring property. There is no improved road that reaches this property Unbuildable Lands / Too Small; Roads - None Known (Possibly Landlocked); Summer Tax Due: \$19.29	(Off) W Lake Mitchell Drive;	\$459.64	
6803	Parcel ID: 2212-21-1301; Legal Description: PAR COM AT SW COR OF SW 1/4 OF NE 1/4: E 418 FT; N 240 FT; W 418 FT; S 240 FT TO POB. --2.3 A M/L-- SL. SEC. 21 T22N R12W -MESICK- Comments: OCCUPIED small cabin with attached one car garage. This is a fairly small structure, and we presume that the living space is spartan and tiny. This property was occupied during the time of our visit, so we could not view it in detail. Located on a gravel road, about 1/4 east of M-37. The land is level and wooded in maples, evergreen and mixed varieties. It is generally tidy around the exterior. Would make a great weekender. ~2.3 Acres Personal Property; Occupied; Dnvi; Summer Tax Due: \$242.54	3481 S 5 1/2 RD HARRIETTA;	\$3126.98	
6804	Parcel ID: 2309-28-1101; Legal Description: COM AT SE COR OF NE 1/4 OF NE 1/4: N 10 RDS; W 16 RDS; S 10 RDS; E 16 RDS. --1 A M/L-- CC. SEC. 28 T23N R9W -MANTON- Comments: One acre parcel, 165' x 264'. There is no improved road to this parcel and easement rights across other properties is unknown. Roads - None Known (Possibly Landlocked); Summer Tax Due: \$3.39	(Off) Mackinaw Trail;	\$371.33	
6805	Parcel ID: 2311-23-1202; Legal Description: PAR COM 440 FT W OF NE COR OF W 1/2 OF NE 1/4: TH S 2640 FT; W 440 FT; N 2640 FT; E 440 FT TO POB. 26.67 A. M/L ANT. SEC. 23 T23N R11W -MESICK- Comments: 26.67 acre parcel on West 20 Road, north of Mesick. There is a two track road that crosses a corner of the parcel, but leads to the property to the east. This is vacant land. The front portion of the parcel is open and sandy, and the rear is nicely wooded. No trails into the wooded section that we could see. Easement Or Access Across; Encroachments; Tax Protestor Or Militia Evidence; Occupied; Summer Tax Due: \$275.92	1371 W 20 RD MESICK;	\$2348.81	
6806	Parcel ID: 2312-10-2302; Legal Description: W 400 FT OF N 435.6 FT OF SW 1/4 OF NW 1/4 --4 A.-- SP. SEC. 10 T23N R12W -MESICK- Comments: Older mobile home situated on a 4 acre parcel west of Mesick in the Hodenpyle Dam area. North 7 Road ends at a turnaround, and then extends down a two-track. There is a grassy trail at the south end of the parcel that we have marked with survey tape. The wood frame structure here is half-missing and what's left is collapsing. The mobile has been placed on to a pier footing system and a low grade addition tacked on the south side. Nothing here is in very good condition. Value is in the land, well and septic (if any) and power service. Dangerous Building; Dnvi; Mobile Home; Personal Property; Summer Tax Due: \$106.22	4720 N 7 RD MESICK;	\$1589.88	
6807	Parcel ID: 2312-MA2-047; Legal Description: LOT 47 MCLEOD'S ACRES #2 SP. SEC. 17 T23N R12W -MESICK- Comments: Older mobile. Bad room. Tongue is gone, but the axle is still there (get a chain, paw!) Furnished! The value here is in the land and improvements. ~0.22 Acres. Roof Issues; Dnvi; Mobile Home; Summer Tax Due: \$151.13	10936 BIRCH RD MESICK;	\$2198.93	

6808	<p>Parcel ID: 2312M-PG-10; Legal Description: LOT 10 PINE GROVE ACRES VILLAGE OF MESICK SP SEC 12 T23N R12W -MESICK Comments: Parcel sits on top of a hill, on the north side of Mesick. Howard Street is a gravel village street. It appears that municipal water has been extended to this portion of the village, but not sure if it is on this street ... we see a hydrant at the next corner</p> <p>Summer Tax Due: \$167.60</p>	Howard Street, Mesick;	\$1710.12	
6809	<p>Parcel ID: 2312M-V1503; Legal Description: LOT 3, BLK. 15 VILLAGE OF MESICK SP. SEC. 12 T23N R12W -MESICK- Comments: It's difficult to tell the condition of this house because its LOADED with garbage. You can barely get doors open because of the amount of debris here. So this one will be a gamble ... you won't know if there is something here worth saving until you empty it out. It's also completely overgrown ... so determining the exterior condition isn't much easier. We're pretty sure there are roof leaks, but again ... can't get there to see. On a village lot in Mesick. City water here. You'll be on a first name basis with the dumpster man by the time you're done here. Personal Property; Sanitation Issues And Garbage; Drvi;</p> <p>Summer Tax Due: \$378.97</p>	119 W JOHN ST MESICK;	\$23194.20	

Property Transfer Affidavit

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

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

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

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name

Signature

Date

Name and title, if signer is other than the owner

Daytime Phone Number

E-mail Address

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

****Section 211.27a(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

***Section 211.27a(7)(u):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.