

First American Title Insurance Company

Commitment Number: 25.2150 REV 1

**SCHEDULE A**

1. Effective Date: October 19, 2009 at 08:00 AM
2. Policy or Policies to be issued: Amount
  - (a)  Owner's Policy ( ALTA Own. Policy ( 06/17/2006 )  
Proposed Insured:  
To Be Furnished
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy ( 06/17/2006 )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
The Federal National Mortgage Association
5. The land referred to in the Commitment is described as follows:  
Property located in the City of Watervliet, County of Berrien, State of Michigan.

A strip of land 128 feet in width along the South side of Lot 14, Block 21, of Loveland Homeacres, according to the recorded plat thereof, Berrien County Records.

425 East Parsons

eTitle Agency, Inc  
1650 W. Big Beaver Road  
Troy, MI 48084

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**SCHEDULE B - SECTION I  
REQUIREMENTS**

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay unpaid taxes and assessments unless shown as paid.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or loan.
6. Submission of satisfactory affidavits at closing, along with a copy of a survey (for Owner's Policies), will result in the removal of Items 1 through 4 on Schedule B - II, Standard Exceptions. No survey is required for residential loan policies.
7. A legal description of the property to be insured was not furnished at the time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office.
8. NOTE: IF SUBJECT PROPERTY IS CONNECTED TO PUBLIC/COMMUNITY WATER OR SEWER, FURNISH A COPY OF THE CURRENT BILL SHOWING THAT ALL CHARGES HAVE BEEN PAID TO DATE OR THE OWNER'S POLICY TO BE ISSUED WILL INCLUDE AN EXCEPTION ON SCHEDULE B FOR WATER AND SEWER CHARGES WHICH BECAME A LIEN PRIOR TO THE DATE OF THE POLICY AS FOLLOWS.
9. Provide satisfactory evidence that the subject property is not subject to any lien in favor of a Condominium Association/Homeowner's Association for unpaid dues or assessments.
10. Submit Final Water bill, or delinquent and unpaid bills will be raised as an exception to policy
11. Submit to eTitle Agency original copies of all documents of building/dwelling ordinance compliance for the municipality where the property is located
12. Record deed executed by party listed on Schedule A, paragraph 3 to the party to be insured.
13. Record mortgage to be insured.
14. Taxes paid through and including 2008  
2009 Summer Taxes in the amount of \$2041.35, are Paid  
2008 Winter Taxes paid in the Amount of \$300.38  
2008 Summer Taxes paid in the Amount of \$1,967.44  
2009 Summer Taxes are due and payable as of 07/01/2009, amount UNAVAILABLE.  
NOTE: On the above tax amount(s) there may also be due an amount for interest, penalty and collection.  
Tax ID Number 11-78-4700-0298-00-3  
2009 State Equalized Value: \$58,000.00 PRE 100%

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**SCHEDULE B - SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Commitment, including taxes or assessments which may be added to the tax rolls or tax bill after the date of Commitment as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption.
7. Lien for outstanding water and sewer charges if any.
8. Easement(s) as disclosed by the recorded plat.
9. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as recorded in Berrien County Records.

**e Title Agency Inc.**  
**P r i v a c y p o l i c y**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisor companies, or companies involved in real estate services such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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**EXHIBIT A**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

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