



**DEVON TITLE AGENCY**  
 3250 W. Centre Avenue, Suite 2  
 Portage MI 49024  
 Phone: 269-323-8600  
 Fax: 269-323-8610  
[www.devontitle.com](http://www.devontitle.com)

Issuing Office's ALTA Registry® ID: 1033891

**Agent for Old Republic National Title Insurance Company**

Transaction Identification Data for reference only:

Commitment Number: **20004485**

Property Address: **2246 Shelter Pointe Drive, Kalamazoo, MI 49008**

**COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE A**

1. Commitment Date: **August 21, 2019, at 8:00 am**

2. Policy to be issued:

**OWNERS POLICY**

**AMOUNT**

(a) **ALTA Owner's Policy**

**\$1,000.00**

Proposed Insured:

**A natural person or legal entity to be furnished.**

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. The Title is, at the Commitment Date vested in:

**Martha D. Libin**

5. The Land is described as follows:

Land situated in the City of Kalamazoo, County of Kalamazoo, State of Michigan

**SEE SCHEDULE C FOR COMPLETE LEGAL DESCRIPTION**

**DEVON TITLE AGENCY**

By:

*Curt Dinkelmeyer, Authorized Signatory*

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay unpaid taxes and assessments unless shown paid.
6. The insurer must be notified of any construction improvements, renovations or remodeling and reserves the right to add any additional requirements.
7. **NOTE: This Commitment is being issued for informational purposes only. Title is shown subject to such requirements as may be deemed necessary to insure such title. No final policy will be issued pursuant to this Commitment, nor is it to be relied upon for marketable title or closing purposes.**

**NOTE: Upon submission of the Purchase Agreement to the Company, a Title Commitment will be issued that reflects the terms and requirements deemed necessary for the transaction indicated in said Purchase Agreement.**

8. NOTE: A search of the Kalamazoo County Records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If there are any existing open mortgages, disclosed by the borrower or reflected on a credit report, please contact the Company immediately so that the commitment can be revised accordingly.
9. Submit status letter from Shelter Pointe Condominiums certifying that there are no delinquent dues, charges or assessments as provided in the statutes and/or master deed, as amended. Said letter shall also specify the amount of any monthly dues and indicate the period covered, and waive any right of first refusal or right of approval of sale. Upon receipt, additional requirements may be imposed.
10. NOTE: The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
11. NOTE: No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
12. NOTE: The following information is provided for informational purposes only, the accuracy of which is neither guaranteed nor insured, including but not limited to Principal Residence Exemption status. No liability is assumed by the Company for increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for insured premises.

Tax Information as found:

Commonly known as: 2246 Shelter Pointe Drive, Kalamazoo, MI

Tax I.D. Number: 06-30-269-020

2019 SEV: \$245,100.00

2019 Taxable Value: \$219,126.00

2019 Summer Tax Amount: \$6,275.28 Paid

2018 Winter Tax Amount: \$8,322.30 Paid

Special Assessments: None

Principal Residence Exemption: 0% for tax year 2019

School District: Kalamazoo

## **SCHEDULE B, PART II Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens, or encumbrances, or claims thereof not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any liens or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Rights and claims of parties in possession, and anyone claiming by, through or under them.
7. Homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest.
8. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.
9. Taxes and assessments not due and payable at Commitment Date.
10. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Closing. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
11. The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
12. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
13. Oil, gas and mineral reservations of every kind and nature and all rights, privileges pertinent or incidental thereto, recorded or unrecorded.
14. Subject to any municipal regulation, including, but not limited to, water, sewer and septic which requires an inspection prior to the sale and/or transfer of the subject property.
15. Easement rights in favor of any and all utility companies, public or otherwise, over and across the land described in Schedule A for the location, servicing and maintenance of facilities located on, over or under land, if any.

16. Terms, conditions and provisions contained in the instrument recorded in Liber 1040, Page 62.
17. Terms, conditions and provisions contained in the instrument recorded in Liber 322, Page 355.
18. Easement in favor of Consumers Power Company, as disclosed by instrument recorded in Liber 413, Page 617.
19. Easement in favor of Consumers Power Company, as disclosed by instrument recorded in Liber 781, Page 108.
20. Sewer Easement in favor of the City of Kalamazoo as disclosed by instrument recorded in Liber 796, Page 797.
21. Sewer Easement as disclosed by instrument recorded in Liber 806, Page 450.
22. Sewer Easement in favor of the City of Kalamazoo as disclosed by instrument recorded in Liber 806, Page 455.
23. Agreement for Preservation of Natural Area, as disclosed by instrument recorded in Liber 1116, Page 909.
24. Rights of Easements, if any, in and to any and all Railroad switches, sidetracks and spur tracks and rights of way located upon or appurtenant to subject premises.
25. Rights of the Co-Owner of Shelter Pointe in common elements as set forth in Master Deed recorded in Document No. 2006-016782, and Amendments thereto, as amended and as described in Act 59 of the Public Acts of 1978, as amended and all the terms and conditions, regulations, restriction, easements and other matters set forth in the above described Master Deed and Statutes.
26. Any and all the terms and conditions, regulations, restrictions and easements and other matters set forth in the Master Deed for said Condominium and any amendments thereto.
27. Water Main and Sanitary Sewer Easement as disclosed by instrument recorded in Document No. 2006-006434.
28. Terms, conditions and provisions contained in the instrument recorded in Liber 773, Page 765.

**SCHEDULE C**  
**Legal Description**

LAND SITUATED IN THE CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

UNIT 12, SHELTER POINTE, ACCORDING TO THE MASTER DEED RECORDED IN DOCUMENT NO. 2006-016782, KALAMAZOO COUNTY RECORDS, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 197, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE DESCRIBED MASTER DEED AND AMENDMENTS THERETO AND AS DISCLOSED BY ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.



# ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment No. 20004485

### NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company** (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


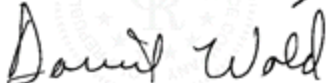
Issued through the Office of:

### DEVON TITLE AGENCY

By:   
Curt Dinkelmeyer, Authorized Signatory

### OLD REPUBLIC TITLE INSURANCE COMPANY

A Stock Company  
400 Second Ave. South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:  President  
Attest:  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions;
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.



**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**FACTS**
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions**

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

<b>American First Abstract, LLC</b>	<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>
<b>eRecording Partners Network, LLC</b>	<b>Genesis Abstract, LLC</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mara Escrow Company</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>
<b>Old Republic Title Co.</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>
<b>Old Republic Title Company of Oregon</b>	<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>
<b>Old Republic Title, Ltd.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>The Title Company of North Carolina</b>	<b>Title Services, LLC</b>
<b>Trident Land Transfer Company, LLC</b>				



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## PRIVACY POLICY

Property: **2246 Shelter Pointe Drive, Kalamazoo, MI 49008**

File No: **20004485**

Devon Title Agency respects the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information obtained during the normal course of business. The Devon Title Agency Privacy Policy applies to all of its customers, former customers and applicants.

### **The Information We Collect:**

The types of information we may collect from you, your lender, attorney, real estate broker, public records or other sources include, but not limited to:

- your contact information (name, address, telephone numbers, email address, etc.)
- information about your transaction such as the address of the subject property, the purchase price, existing liens, easements, and other title information obtained from the public record
- your social security number
- driver license or other government issued identification
- information from third parties such as surveys, real estate tax information, escrow account balances, payoff amounts, etc.

### **The Way We Use and Disclose This Information:**

We use the information obtained to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information as needed to our affiliates or nonaffiliated third parties to carry out and service your real estate transaction, to protect against fraud and unauthorized transactions, to provide information to government or law enforcement agencies and as otherwise permitted by law.

### **Our Commitment To Data Security**

We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and those we contract with to provide you with the products and services requested.

If you have any questions about our privacy policy notice, please feel free to contact our corporate office at 248-273-4300 and ask for the legal department.

RECEIVED  
2018 NOV -1 PM 12:09  
COUNTY OF KALAMAZOO

2018-034644 11/01/2018 12:59:30 PM  
Pages: 1 of 2  
MILLER CANFIELD HD  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

City of Kalamazoo Property Tax Clearance  
Certificate # 27768  
has been issued for this document  
and legal description by the  
Kalamazoo City Treasurer

**WARRANTY DEED**

Grantor, JOHN G. VanSLAMBROUCK AND HIS SUCCESSORS, AS TRUSTEE, OF THE FRED M. LIBIN TRUST AGREEMENT, DATED SEPTEMBER 28, 2000, AS AMENDED\*\*, whose address is 277 South Rose Street-Suite 5000, Kalamazoo, MI 49007, conveys and warrants to MARTHA D. LIBIN, Grantee, whose address is 2246 Shelter Pointe Drive, Kalamazoo, MI 49008, the following described real property situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan: See Exhibit "A" attached hereto.

Subject to conditions, restrictions, easements, limitations and rights-of-way of record and any liens for taxes not yet due and payable.

\*\*With power to sell, convey, mortgage or lease on such terms as the Trustee, in his discretion, determines.

This transfer is exempt from County taxation pursuant to MCLA 207.505(a) and State taxation pursuant to MCLA 207.526(a), the consideration being less than One Hundred Dollars.

This instrument does not evidence a transfer of ownership under PA 415 of 1994 under MCLA 211.27a(6)(d)(i) in that the transfer is a distribution from a Trust, where the sole present beneficiary of the real property is the settlor's spouse.

Dated this 3<sup>rd</sup> day of October, 2018

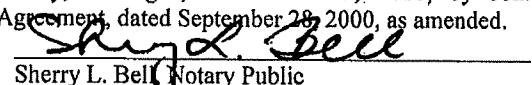


JOHN G. VanSLAMBROUCK AND HIS SUCCESSORS, AS TRUSTEE, OF THE FRED M. LIBIN TRUST AGREEMENT, DATED SEPTEMBER 28, 2000, AS AMENDED

STATE OF MICHIGAN )  
                                  )SS.  
COUNTY OF KALAMAZOO )

Acknowledged before me in Kalamazoo County, Michigan, on October 3, 2018, by John G. VanSlambrouck, as Trustee of the Fred M. Libin Trust Agreement, dated September 28, 2000, as amended.

*CEC# 267028*

  
Sherry L. Bell Notary Public  
Kalamazoo County, Michigan  
My Commission expires: 10/09/24  
Acting in the County of Kalamazoo

Drafted by and After Recording Return to:  
Marisa T. Brown, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
277 South Rose Street, Suite 5000  
Kalamazoo, Michigan 49007  
(269) 381-7030

**DRAFTER HAS NOT EXAMINED AND MAKES NO REPRESENTATIONS  
RESPECTING TITLE TO THE PROPERTY OR THE LAND DIVISION ACT**

EXHIBIT "A"


LEGAL DESCRIPTION

Unit No. 12 and 13, Shelter Pointe Condominiums, a Condominium according to the Master Deed recorded in Document No. 2006-016782, inclusive and amendments thereto, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 197, together with rights in General Common Elements and Limited Common Elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Tax ID No.: 06-30-269-020 (formerly Tax ID Nos.: 06-30-269-012 & 06-30-269-013)

City of Kalamazoo Property Tax Clearance  
Certificate # 27768  
has been issued for this document  
and legal description by the  
Kalamazoo City Treasurer

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2018-034644 11/01/2018 12:59:30 PM  
Pages: 2 of 2 ND  
MILLER CANFIELD  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


- 2 -

25  
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2017 SEP -8 PM 1:39  
COUNTY OF KALAMAZOO

2017-030273 09/08/2017 02:48:06 PM  
Pages: 1 of 2  
MILLER CANFIELD  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

City of Kalamazoo Property Tax Clearance  
Certificate # 25792  
has been issued for this document  
and legal description by the  
Kalamazoo City Treasurer

**WARRANTY DEED (Individuals)**

Grantor, FRED LIBIN, a married man, whose address is 2246 Shelter Pointe Drive, Kalamazoo MI 49008, conveys and warrants to JOHN G. VanSLAMBROUCK AND HIS SUCCESSORS, AS TRUSTEE, OF THE FRED M. LIBIN TRUST AGREEMENT, DATED SEPTEMBER 28, 2000, AS AMENDED\*\*, Grantee, whose address is 277 South Rose Street-Suite 5000, Kalamazoo, MI 49007, the following described real property situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan:

Unit No. 12 and 13, Shelter Pointe Condominiums, a Condominium according to the Master Deed recorded in Document No. 2006-016782, inclusive and amendments thereto, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 197, together with rights in General Common Elements and Limited Common Elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Tax ID No.: 06-30-269-020 (formerly Tax ID Nos.: 06-30-269-012 & 06-30-269-013)

Subject to conditions, restrictions, easements, limitations and rights-of-way of record and any liens for taxes not yet due and payable.

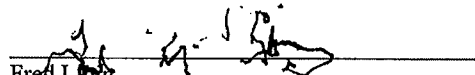
*Cent 278641*

\*\*With power to sell, convey, mortgage or lease on such terms as the Trustee, in its discretion, determines.

This transfer is exempt from County taxation pursuant to MCLA 207.505(a) and State taxation pursuant to MCLA 207.526(a), the consideration being less than One Hundred Dollars.

This instrument does not evidence a transfer of ownership under PA 415 of 1994 under MCLA 211.27a(7)(g) in that the transfer is to a Trust, the sole present beneficiaries of which is the Settlor.

Dated this 27<sup>th</sup> day of July, 2017

  
Fred Libin



STATE OF MICHIGAN )  
 )SS.  
COUNTY OF KALAMAZOO )

Acknowledged before me in Kalamazoo County, Michigan, on July 27, 2017, by Fred Libin.

Sherry L. Bell  
Sherry L. Bell, Notary Public  
Kalamazoo County, Michigan  
My Commission expires: 10/09/18  
Acting in the County of Kalamazoo

Drafted by and After Recording Return to:  
John G. VanSlambrouck, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
277 South Rose Street, Suite 5000  
Kalamazoo, Michigan 49007  
(269) 381-7030

**DRAFTER HAS NOT EXAMINED AND MAKES NO REPRESENTATIONS  
RESPECTING TITLE TO THE PROPERTY OR THE LAND DIVISION ACT**

23083613.21052758-00001

City of Kalamazoo Property Tax Clearance  
Certificate # 25792  
has been issued for this document  
and legal description by the  
Kalamazoo City Treasurer

2017-030273 09/08/2017 02:48:06 PM  
Pages: 2 of 2 WD  
MILLER CANFIELD  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

305  
\$7,009

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2014 OCT 24 PM 3:40

COUNTY OF KALAMAZOO

2014-035368 10/27/2014 08:19:57 AM  
Pages: 1 of 3  
WD  
DEVON TITLE COMPANY  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

Property Tax Certificate # 21382  
has been issued for this document and legal  
description by the Kalamazoo City Treasurer.

# Warranty Deed

Certs 260151

KNOW ALL MEN BY THESE PRESENTS: That Melanie Nobis, a woman  
whose address is 6640 Treyburne Trail, Kalamazoo, MI 49009  
convey(s) and warrant(s) to Fred Libin, a married man  
whose address is 38161 CR 652, Mattawan, MI 49071

Land situated in the City of Kalamazoo, County of Kalamazoo, State of MI

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Commonly known as: 2246 Shelter Pointe Drive  
Tax Item No.: 06-30-269-012 & 06-30-269-013

for the sum of Eight Hundred Fifteen Thousand and 00/100 Dollars \$815,000.00

Subject to those matters disclosed on the attached Exhibit "B"

Dated this 15th day of October, 2014

Melanie Nobis  
Melanie Nobis

2014-035368 Receipt# 14-17656  
10/27/2014 09:19 AM Kalamazoo County, Michigan  
Real Estate Transfer Tax  
Tax Stamp # 278108  
County Tax: \$896.50 State Tax: \$6112.50



State of Michigan  
County of Kalamazoo

The foregoing instrument was acknowledged before me this 15th day of October, 2014, by Melanie Nobis, a woman.

Nicole R. Rickstad  
Notary Public, State of MI  
County of Kalamazoo  
My Commission Expires 3-10-2018

[Signature]

Notary Public  
County

My commission expires: \_\_\_\_\_

Drafted by:  
Attorney Daniel P. Lievois  
1680 Crooks Road  
Troy, MI 48084

When recorded return to:  
Fred Libin  
2246 Shelter Pointe Drive  
Kalamazoo, MI 49008

File No: 882334  
nrr


**EXHIBIT "A"**

Land situated in the City of Kalamazoo, County of Kalamazoo, State of MI described as follows:

Unit No. 12 and 13, Shelter Pointe Condominiums, a Condominium according to the Master Deed recorded in Document No. 2006-016782, inclusive and amendments thereto, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 197, together with rights in General Common Elements and Limited Common Elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Commonly known as: 2246 Shelter Pointe Drive  
Tax ID No.: 06-30-269-012 & 06-30-269-013

Property Tax Certificate # 21382  
has been issued for this document and legal  
description by the Kalamazoo City Treasurer.

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Pages: 2 of 3 HD  
DEVON TITLE COMPANY  
Timothy R. Snow County Clerk/Register Kalamazoo County, MI  


## Exhibit "B"

Taxes and assessments not due and payable at date hereof.

Terms, conditions and provisions contained in the instrument recorded in Liber 1040, Page 62.

Terms, conditions and provisions contained in the instrument recorded in Liber 322, Page 355.

Easement in favor of Consumers Power Company, as disclosed by instrument recorded in Liber 413, Page 617.

Easement in favor of Consumers Power Company, as disclosed by instrument recorded in Liber 781, Page 108.

Sewer Easement in favor of the City of Kalamazoo as disclosed by instrument recorded in Liber 796, Page 797.

Sewer Easement as disclosed by instrument recorded in Liber 806, Page 450.

Sewer Easement in favor of the City of Kalamazoo as disclosed by instrument recorded in Liber 806, Page 455.


Agreement for Preservation of Natural Area, as disclosed by instrument recorded in Liber 1116, Page 909.

Rights of the Co-Owner of Shelter Pointe in common elements as set forth in Master Deed recorded in Document No. 2006-016782, and Amendments thereto, as amended and as described in Act 59 of the Public Acts of 1978, as amended and all the terms and conditions, regulations, restriction, easements and other matters set forth in the above described Master Deed and Statutes.

Water Main and Sanitary Sewer Easement as disclosed by instrument recorded in Document No. 2006-006434.

Terms, conditions and provisions contained in the instrument recorded in Liber 773, Page 765.

Property Tax Certificate # 21382  
has been issued for this document and legal  
description by the Kalamazoo City Treasurer.

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Pages: 3 of 3 MO  
DEVON TITLE COMPANY  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


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COUNTY OF KALAMAZOO

2012-020661 05/25/2012 02:17:46 PM  
Pages: 1 of 2  
DEVON TITLE  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

Property Tax Certificate # 18087  
has been issued for this document and legal  
description by the Kalamazoo City Treasurer.

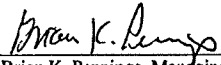
# Warranty Deed

**KNOW ALL MEN BY THESE PRESENTS:** That Shelter Pointe, LLC, a Michigan limited liability company  
whose address is 5829 West KL Avenue, Kalamazoo, MI 49009  
convey(s) and warrant(s) to Melanie Nobis, a woman  
whose address is 6640 Treyburne Trail, Kalamazoo, MI 49009

Land situated in the City of Kalamazoo, County of Kalamazoo, State of MI  
SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION  
Commonly known as: 2246 & 2238 Shelter Pointe Drive  
Tax Item No.: 06-30-269-012 & 06-30-269-013

for the sum of One Hundred Thirty Thousand and 00/100 Dollars \$130,000.00  
Subject to easements and building and use restrictions of record.  
Dated this 2nd day of May, 2012

Shelter Pointe, LLC, a Michigan limited liability company

  
By: Brian K. Pennings, Managing Member

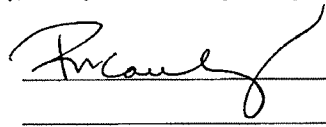
2012-020661 Receipt# 12-7076  
05/25/2012 02:17 PM Kalamazoo County, Michigan  
Real Estate Transfer Tax  
Tax Stamp # 266366  
County Tax: \$143.00 State Tax: \$975.00



State of Michigan  
County of Kalamazoo

The foregoing instrument was acknowledged before me this 2nd day of May, 2012, by Brian K. Pennings, Managing Member of Shelter Pointe, LLC, a Michigan limited liability company

**PENNY S. McCAULEY**  
Notary Public, Kalamazoo County, MI  
My Commission Expires 07/08/2013

  
Notary Public  
County \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Drafted by:**  
Attorney Daniel P. Lievois  
1680 Crooks Road  
Troy, MI 48084  
File No: 859641  
psm

When recorded return to:  
Melanie Nobis  
6640 Treyburne Trail  
Kalamazoo, MI 49009

*Cut # 246233*

**EXHIBIT "A"**

Land situated in the City of Kalamazoo, County of Kalamazoo, State of MI described as follows:

Unit Nos. 12 and 13, Shelter Pointe Condominiums, a Condominium according to the Master Deed recorded in Document No. 2006-016782, inclusive and amendments thereto, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 197, together with rights in General Common Elements and Limited Common Elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Commonly known as: 2246 & 2238 Shelter Pointe Drive  
Tax ID No.: 06-30-269-012 & 06-30-269-013

Property Tax Certificate # 18057  
has been issued for this document and legal  
description by the Kalamazoo City Treasurer.

2012-020661 05/25/2012 02:17:46 PM  
Pages: 2 of 2 HD  
DEVON TITLE  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  
