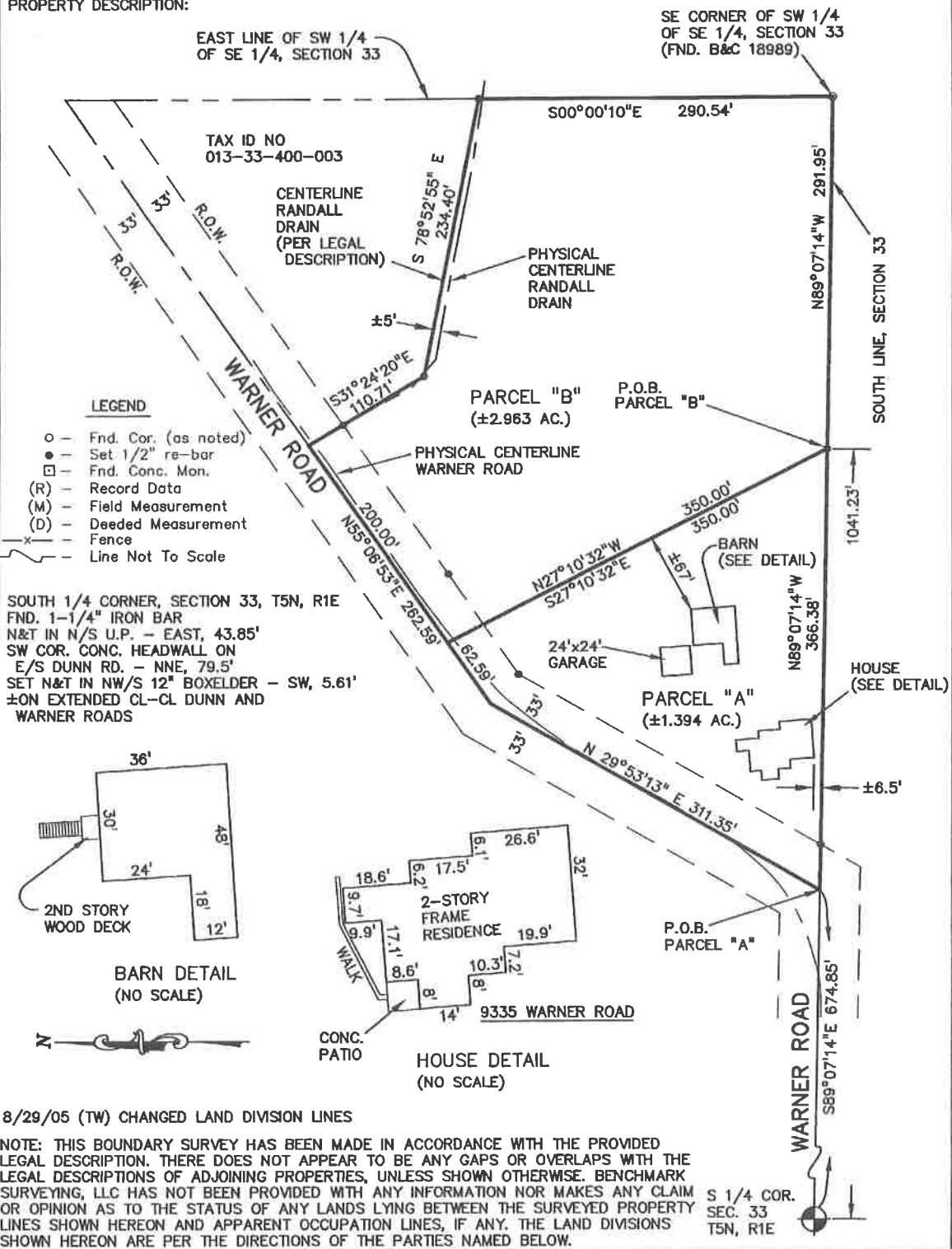


CERTIFICATE OF SURVEY

PROPERTY DESCRIPTION:



CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED, AND THAT THE SURVEY COMPLIES WITH THE REQUIREMENTS SET FORTH IN PUBLIC ACT 132 OF 1970. THE ERROR OF CLOSURE IS NO GREATER THAN 1: 5000

Date: 8/29/05

TW

Field work by:

FEB., 2003

Date of field work:

03-013SV1

Proj. No.

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BENCHMARK SURVEYING, LLC

9851 MISSAUKEE LANE, HASLETT, MI 48840
(517) 339-3228 * FAX (517) 339-3229

For: MICHAEL REDOUTY

Sheet 1 of 2

Location: PART OF SECTION 33, T5N, R1E
WOODHULL TWP., SHIAWASSEE CO., MI

0 50 100

Drawn by: TW

Dwg. No. 8/29/05

SCALE: 1" = 100'

Terry L. Wiegman, P.S. No. 39100

Terry L. Wiegman

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION: (AS PROVIDED)

SECTION 33, T5N, R1E, WOODHULL TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN, PART OF THE SE 1/4, COMMENCING AT THE INTERSECTION OF SOUTH SECTION LINE AND CENTERLINE OF WARNER ROAD, SADI POINT BEING S89°07'14" E 674.85 FEET FROM THE SOUTH 1/4 POST OF SECTION; THENCE N29°53'13" E ALONG WARNER ROAD 311.31 FEET; THENCE N55°06'53" E ALONG CENTERLINE OF WARNER ROAD 262.26 FEET TO CENTER OF RANDALL DRAIN; THENCE S31°24'20" E ALONG DRAIN 110.71 FEET; THENCE S78°52'55" E ALONG DRAIN 234.40 FEET TO EAST LINE OF SW 1/4 OF SE 1/4; THENCE S00 24800'10" E 290.54 FEET TO SE CORNER OF SW 1/4 OF SE 1/4; THENCE N89°07'14" W ALONG SECTION LINE 658.33 FEET TO BEGINNING. 4.357 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: (AS SURVEYED)

PARCEL "A" - A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWN 5 NORTH, RANGE 1 EAST, WOODHULL TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°07'14" EAST ALONG THE SOUTH LINE OF SECTION 33 A DISTANCE OF 674.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE CENTERLINE OF PUBLIC ROADWAY WARNER ROAD THE FOLLOWING TWO COURSES: NORTH 29°53'13" EAST, 311.35 FEET; NORTH 55°06'53" EAST, 62.59 FEET; THENCE SOUTH 27°10'32" EAST, 350.00 FEET TO THE SOUTH LINE OF SECTION 33; THENCE NORTH 89°07'14" WEST ALONG SAID SOUTH LINE A DISTANCE OF 366.38 FEET TO THE POINT OF BEGINNING, CONTAINING 1.394 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC FOR ROADWAY PURPOSES IN WARNER ROAD, AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR USE, IF ANY.

PARCEL "B" - A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWN 5 NORTH, RANGE 1 EAST, WOODHULL TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°07'14" EAST ALONG THE SOUTH LINE OF SECTION 33 A DISTANCE OF 1041.23 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 27°10'32" WEST, 350.00 FEET TO THE CENTERLINE OF PUBLIC ROADWAY WARNER ROAD; THENCE NORTH 55°06'53" EAST ALONG THE CENTERLINE OF WARNER ROAD A DISTANCE OF 200.00 FEET TO THE CENTERLINE OF RANDALL DRAIN; THENCE ALONG THE CENTERLINE OF RANDALL DRAIN THE FOLLOWING TWO COURSES: SOUTH 31°24'20" EAST, 110.71 FEET; SOUTH 78°52'55" EAST, 234.40 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 00°00'10" EAST ALONG SAID EAST LINE A DISTANCE OF 290.54 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 89°07'14" WEST ALONG THE SOUTH LINE OF SECTION 33 A DISTANCE OF 291.95 FEET TO THE POINT OF BEGINNING, CONTAINING 2.963 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC FOR ROADWAY PURPOSES IN WARNER ROAD, AND SUBJECT TO THE CORRELATIVE RIGHTS OF OTHER RIPARIAN OWNERS AND THE PUBLIC TRUST IN ANY WATER'S OF THE RANDALL DRAIN, AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR USE, IF ANY.

8/29/05 (TW) CHANGED LAND DIVISION LINES

Notes:

- 1) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence, size, depth, condition, capacity or location of any utility existing on site, whether private, municipal or public owned.
- 2) No abstract of title, nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed are noted hereon. There may exist other documents of record that may affect this surveyed parcel.
- 3) The professional surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- 4) Subsurface and environmental conditions were not surveyed or examined or considered as part of this survey. No evidence or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property.

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED, AND THAT THE SURVEY COMPLIES WITH THE REQUIREMENTS SET FORTH IN PUBLIC ACT 132 OF 1970. THE ERROR OF CLOSURE IS NO GREATER THAN 1: 5000

Terry L. Wiegman, P.S. No. 39100



BENCHMARK SURVEYING, LLC

9851 MISSAUKEE LANE, HASLETT, MI 48840
(517) 339-3228 * FAX (517) 339-3229

For: MICHAEL REDOUTY

Sheet 2 of 2

Location: PART OF SECTION 33, T5N, R1E
WOODHULL TWP., SHIAWASSEE CO., MI

Drawn by: TW

Dwg. No. 8/29/05

Date: 8/29/05

TW

Field work by:

FEB., 2003

Date of field work:

03-013SV1

Proj. No.

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DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

O.M.B. No. 1660 - 0040
Expires October 31, 2008

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS

IB South - Commercial
2119 Hamilton Road
Okemos, MI 48864

Phone: 517-347-8765

FAX: 517-347-1216

Contact: Lisa O'Brien

2. COLLATERAL (Building/Mobile Home/Personal Property)
PROPERTY ADDRESS (Legal Description may be attached)
Borrower(s) Names:

Certified Location:

V/L WANER ROAD
HASLETT, MI 488400000

Originally Submitted (or AKA) Address:

V/L WANER ROAD
HASLETT, MI 48840

Others: #013-33-400-002

3. LENDER ID. NO.

13930

4. LOAN IDENTIFIER

5. AMOUNT OF FLOOD INSURANCE REQUIRED

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

NFIP Community Name	County(ies)	State	NFIP Community Number
WOODHULL, TOWNSHIP OF	SHIAWASSEE COUNTY	MI	261746

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	NFIP Map Panel Effective/Revised Date	LOMA/LOMR	Flood Zone	No NFIP Map
261746-NA			D	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

- ☐ Federal Flood Insurance is available (community participates in NFIP) ☐ Regular Program Date: ☐ Emergency Program of NFIP
- ☒ Federal Flood Insurance is NOT available because community is not participating in the NFIP
- ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood Insurance may not be available. CBRA/OPA Designation Date:

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA
(ZONES CONTAINING THE LETTERS "A" OR "V")?

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

☐ Yes ☒ No

E. COMMENTS

LIFE OF LOAN DETERMINATION

HMDA/Census Geographics: State: 26 County: 155 MSA (2003): 0000 MSA/MD (2004): 00000 Census Tract: 0315.00

This flood determination is provided solely for the use and benefit of the entity named in Section I, Box 1 in order to comply with the 1994 Reform Act and may not be used or relied upon by any other entity or individual for any purpose.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER

GeoLogix Flood Services, LLC #21
814 Pacific Street
Placerville, CA 956676410
Phone: 800-830-2123
FAX: 800-347-3941

DATE OF DETERMINATION

6/7/2006 10:47:00 AM

CERTIFICATE NUMBER

1421544

NOTICE TO BORROWER

Notice Is Given To: [REDACTED]

Subject Property: V/L WANER ROAD

Date: 6/7/2006 10:47:00 AM

Certificate #: 1421544

Loan #: [REDACTED]

NFIP Community: 261746 - WOODHULL, TOWNSHIP OF

THE LEGAL REQUIREMENT: The Flood Disaster Protection Act of 1973, and amendments, state that Federally regulated lending institutions shall not make, increase, extend, or renew any loan secured by improved real estate, or a mobile home located or to be located, in an area that has been identified by the Director of the Federal Emergency Management Agency (FEMA) as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, through the National Flood Insurance Program (NFIP), unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less.

NOTICE OF SPECIAL FLOOD HAZARD AREA STATUS

☐ Notice of Property in Special Flood Hazard Area (SFHA)

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of FEMA as a SFHA using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map. This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower to jointly request the Director of FEMA to review the determination of whether the property securing the loan is located in a SFHA. If you would like to make such a request, please contact us for further information.

☒ Notice of Property Not in Special Flood Hazard Area (SFHA)

The building or mobile home securing the loan for which you have applied is not currently located in an area designated by the Director of FEMA as a SFHA. NFIP flood insurance is not required; however, a preferred rate (lower hazard risk) policy is available if your community "participates" (see below). During the term of this loan, if the subject property is identified as being in a SFHA, you may be required to purchase and maintain flood insurance at your expense.

NOTICE REGARDING FEDERAL FLOOD DISASTER ASSISTANCE

☐ Notice in Participating Communities

The community in which the property securing the loan is located participates in the NFIP. If the property is or will be located in a SFHA (see section above), federal law will not allow us to make you the loan that you have applied for unless you purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP. At a minimum, flood insurance purchased must cover the lesser of:

1. The outstanding principal balance of the loan; or
2. The maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located. Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

☒ Notice in Non-Participating Communities

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the non-participating community has been identified for at least one year as containing a SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.

Borrower's Signature

Date

Co-Borrower's Signature

Date

Lending Institution

Lending Institution Authorized Signature

Date

ADDENDUM "A"

This Addendum supercedes and amends any provisions in the Listing Agreement and/or Real Estate Contract, which conflicts with the terms of this Addendum.

Subject property was acquired through action (or in Lieu) of Foreclosure Proceeding. Exempt from Disclosure, condition unknown. Seller is an absentee owner and never occupied subject property. Buyer accepts the Property "as is", "where is", "with all faults" and without condition, representation or warranty of any kind or nature, oral or written, express or implied, from seller as to the nature or condition of the Property or the suitability of the Property for the Buyer's purposes.

Buyer to Pay the following:

- Any and all cost to secure Financing
- Transfer Taxes, Excise Taxes or Conveyance Taxes
- Title Commitment and will provide copy of policy for Seller's review no later than 10 days before the scheduled closing date
- Surveys or Perk Test
- Inspections, Reports, (Home, Pest, Termite, ETC.)
- Certificates (Smoke Detector, Carbon Monoxide, ETC.)
- Title Insurance Policies
- Closing Costs, Escrow
- Appraisals
- Transfer of any and all Utilities into Buyers name within 48 hours after closing

Seller will Pay:

Deed Preparation

Our Realtor's Commission, which shall only be paid in the event of Seller default or at closing, upon receipt of certified funds and transfer of title.

Pro-Rated Real Estate Taxes and any outstanding liens on subject property incurred prior to the date of closing.

Except as provided above, Buyer shall pay and be responsible for all other taxes, costs, filing fees, charges and expenses related to, associated with or arising out of this transaction and shall hold Seller harmless there from. If Buyer wishes to conduct inspections on the property, Buyer shall be responsible for any expense to return the property and its services to same condition as it was, prior to said inspection.

It is understood and agreed Seller is relying on copies of the buyer's title policy, title review and title update. Buyer's failure to provide copies of title work to Seller shall result in Buyer accepting title in its current condition and proceed with the scheduled closing, without exception. Any Tax Sales, Tax Certificates, Assessments, Liens, Costs or Encumbrances that are not included on the final executed Settlement Statement but discovered after the closing date, shall be the sole responsibility of the Buyer, their Title Company and/or Legal Counsel.

Conveyance: The Property will be only conveyed by Quit Claim, Limited or Special Warranty Deed. Seller will prepare this document at no cost to the Buyer.

Attorneys' Fees and Legal Expenses: Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs reasonably incurred by the prevailing party in connection with said proceeding.

Time: Seller and Buyer agree time is of the essence with regard to all times and dates set forth in the Purchase and Sale Contract.

Buyer's Signature

Seller's Signature

Print Buyer's Name

Print Seller's Name

Date: _____

Date: _____