

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions *)

* Exceptions for existing mortgages are to be removed at closing.
Copies of these documents are not included.

Preliminary title insurance schedules prepared by:

Patrick Abstract and Title Office, Inc.

(File Number: 7546956)

Auction Tracts 1 & 2 (St. Joseph County, Michigan)

For February 18, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Nathan J. Yoder and Karen M. Yoder

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: PATRICK ABSTRACT AND TITLE OFFICE, INC.

Issuing Office: 128 West Main Street, P.O. Box 157
Centreville, MI 49032

Issuing Office's ALTA® Registry ID: 1050798

Loan ID Number:

Commitment Number: 7546956

Issuing Office File Number: 7546956

Property Address: 28715 M-86, Colon, MI 49040

Revision Number:

SCHEDULE A

INFORMATIVE COMMITMENT

1. Commitment Date: November 13, 2025 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy

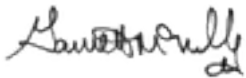
Proposed Insured:	TO BE DETERMINED
Proposed Amount of Insurance:	TO BE DETERMINED
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is: fee simple
4. The Title is, at the Commitment Date, vested in: NATHAN J. YODER AND KAREN M. YODER, HUSBAND AND WIFE
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

PATRICK ABSTRACT AND TITLE OFFICE, INC.

128 West Main Street, P.O. Box 157, Centreville, MI 49032

Telephone: (269) 467-9885

Countersigned by:



PATRICK ABSTRACT AND TITLE OFFICE, INC., License # 0072641

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757MI A

Alternate Schedule A for Michigan – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SCHEDULE B I

COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. 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 make additional requirements or exceptions relating to the interest or the loan.
5. All documents executed in the State of Michigan on and after April 1, 1997 must comply with PA 459 to be acceptable for recording. This law regulates type size, margin size, paper size, paperweight and etc., contact your local title company for exact specifications.
6. NOTE: If this transaction involves a Mobile or Manufactured Home, please contact the insurer immediately, as there may be additional requirements, exceptions and fees.
7. NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. Buyer's Affidavit, if applicable.
9. Owner's Affidavit and Indemnity.
10. Note: This information is not a commitment to insure title. It is issued for informational purposes only and should not be used for title purposes when acquiring, or conveying, an interest in the land. If a sale results, this informative report should be revised to include a specific amount of insurance, and identify the proposed insured. The insurer may make other requirements, or exceptions, upon its review of the proposed documents creating the estate, or interest to be insured.

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SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Facts which would be disclosed by a comprehensive survey of the premises.
2. Rights or claims of parties in possession.
3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice appears of record.
4. No liability is assumed by this company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any homestead exemption status for the insured premises.
5. The Policy issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (meter readings should be obtained and adjusted between appropriate parties.)
6. Subject to the rights of the public and in any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
7. COMMITMENT- Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
8. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
9. Rights of tenants in possession as tenants only under unrecorded leases.
10. Terms and conditions of an easement granted to General Telephone Company as recorded in Liber 317, Page 636.
11. Terms and conditions of an easement granted to State of Michigan as recorded in Liber 214, Page 110.
12. Terms and conditions contained in a Right of Way, granted to Michigan A.S. Co., recorded in Liber 51, Page 97.
13. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded on November 29, 2022 in Document No. 2022010068.
14. Future Advance Mortgage, executed by Nathan J. Yoder and Karen M. Yoder, husband and wife, to GreenStone Farm Credit Services, FLCA, dated November 17, 2022 and recorded November 28, 2022, in Document No. 2022010039, St. Joseph County Records.
15. Mortgage in the amount of [REDACTED], executed by Nathan J. Yoder and Karen M. Yoder, husband and wife, to GreenStone Farm Credit Services, FLCA, dated January 31, 2023 and recorded January 31, 2023, in Document No. 2023000709, St. Joseph County Records. (also covers other land)

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16. Taxes: ID# 75-002-018-003-60
2024 SEV: \$262,300.00 2024 Taxable: \$204,994.00
2025 SEV: \$262,600.00 2025 Taxable: \$211,348.00
2024 Winter Amount: \$3,894.06 Paid
2025 Summer Amount: \$2,238.41 Paid
Homestead: 100% School: Colon (75040)
Special Assessments: None found
Taxes paid through 2025 Summer

NOTE: Tax information reported above is limited to the date of the most current computer input information in the Treasurer's Office and not necessarily the effective date hereof. A check with the Treasurer's Office should be made to determine the exact amount of taxes due, if any.

NOTE: The homestead exemption status shown above is for information purposes only, the accuracy of which is neither guaranteed, nor insured.

EXHIBIT A

LEGAL DESCRIPTION

SITUATED IN THE TOWNSHIP OF COLON, COUNTY OF ST. JOSEPH AND STATE OF MICHIGAN

COMMENCING AT THE CENTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 9 WEST; THENCE SOUTH 89°55'08" EAST, ON THE EAST-WEST ¼ LINE, 851.42 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°55'08" EAST 480 FEET, THENCE NORTH 00°42'33" WEST 1006.57 FEET, TO THE CENTERLINE OF HIGHWAY M-86, THENCE SOUTH 78°38'39" WEST ON SAID CENTERLINE TO A POINT NORTH 00°42'33" WEST FROM THE PLACE OF BEGINNING, THENCE SOUTH 00°42'33" EAST TO THE POINT OF BEGINNING.

TAX ID# 75-002-018-003-60

18

EN-2006

DEEDS
LIBER 317 PG 636

1964 MAY 14 PM 12 38

RIGHT OF WAY

RECORDED

Donna L. Tompser

REGISTER OF DEEDS

RECEIVED OF THE GENERAL TELEPHONE COMPANY OF MICHIGAN CORPORATION, WHOSE PRINCIPAL OFFICES ARE LOCATED AT 860 TERRACE STREET, MUSKEGON, MICHIGAN, THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IN CONSIDERATION OF WHICH, WE SYLVANUS U. AND SYLVIA B.

YODER HUSBAND AND WIFE SPRING CREEK RD COLON MICH

HEREBY GRANT AND CONVEY TO THE SAID COMPANY, ITS SUCCESSORS, ASSIGNS, LESSEES, LICENSEES AND AGENTS AN EASEMENT RIGHT-OF-WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE AND/OR REMOVE LINES OF COMMUNICATIONS FACILITIES CONSISTING OF CONDUITS, CABLES, AND OTHER FIXTURES AND APPURTENANCES AS THEY FROM TIME TO TIME MAY REQUIRE, WITH THE RIGHT OF INGRESS AND EGRESS UPON THE HEREIN DESCRIBED LANDS FOR THE PURPOSE OF THE RIGHT-OF-WAY GRANTED, UNDER, ACROSS, UPON AND/OR OVER THE LANDS WE OWN, OR IN WHICH WE HAVE AN INTEREST IN SECTION 18 TOWNSHIP OF COLON T 6 S R 9 W COUNTY OF ST. JOSEPH STATE OF MICHIGAN, AND MORE FULLY DESCRIBED AS FOLLOWS:

W 1/2 OF NE 1/4 SEC. 18 78 ACRES

SAID FACILITIES TO BE LOCATED WITHIN THE ONE ROD WIDE EASEMENT DESCRIBED AS FOLLOWS.

PARALLEL AND ADJACENT TO AND AS CLOSE TO SPRING CREEK ROAD RIGHT OF WAY AS POSSIBLE. NOTE GENERAL TELEPHONE COMPANY WILL PAY FOR ANY AND ALL CROP AND PROPERTY DAMAGES.
\$1.00 PER ROD FOR SAID UNDERGROUND SYSTEM.
PARALLEL TO AND ON SOUTH SIDE OF C.P.C. POLES APPROX 400S FTH.
SPRING CREEK RD.
IT IS FURTHER AGREED THAT NO PERMANENT STRUCTURE SHALL BE ERECTED WITHIN THIS EASEMENT AND THAT THE GRANTEE HEREIN SHALL HAVE THE RIGHT TO SPRAY, TRIM, AND/OR CUT DOWN ALL TREES AND BRUSH WITHIN THIS EASEMENT.

THIS GRANT IS HEREBY DECLARED TO BE BINDING UPON THE HEIRS, SUCCESSORS, LESSEES, LICENSEES AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS 12th DAY OF FEBRUARY 19 64.

WITNESS.

Karl Hebler
KARL HEBLER

Connie Yoder
CONNIE YODER

Sylvanus U. Yoder
SYLVANUS U. YODER

Sylvia B. Yoder
SYLVIA B. YODER

STATE OF MICHIGAN)
SS
COUNTY OF ST. JOSEPH

ON THIS 12th DAY OF FEBRUARY 19 64 BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR MUSKEGON COUNTY AND ACTING IN ST. JOSEPH COUNTY, PERSONALLY APPEARED SYLVANUS U. AND SYLVIA B. YODER TO ME KNOWN TO BE THE PERSON NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AS VENDOR AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED FOR THE INTENTS AND PURPOSES THEREIN MENTIONED.

Karl Hebler
KARL HEBLER NOTARY PUBLIC

MY COMMISSION EXPIRES FEBRUARY 23 19 65

Drafted by: KARL HEBLER
860 TERRACE ST.
MUSKEGON MICH.

18-6-9

THOMAS LITCHARD AND WIFE ET AL

TO

STATE OF MICHIGAN

MICHIGAN
STATE HIGHWAY DEPARTMENT
Murray D. VanWagoner
State Highway Commissioner

HIGHWAY EASEMENT RELEASE

Received for record this 4 day of June

A.D. 1942 at 8:30 o'clock A.M.

Harriet C. Perkins
Register of Deeds.

For and in consideration of the improvement of State Trunkline Highway M-78, the sum of Eight Hundred Thirty One and no hundredths (\$831.00) Dollars and other valuable consideration, the receipt whereof is acknowledged, the undersigned Thomas Litchard and Iva Litchard, husband and wife, E. Hill & Sons State Bank, a Michigan Banking corporation, Mortgagee hereby grant and convey to the State of Michigan, an easement for highway purposes, in, over and upon the parcels of land described as :

All that part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 18, T6S, R9W, Colon Township, St. Joseph County, Michigan, which lies between the southerly right of way line of the Michigan Central Railroad and a line 100 ft. southerly of and parallel to the center line of Highway M-78 as now surveyed. Said parcel contains, less the right of way of the existing highway, 7.08 acres of land more or less.

All existing fences within or upon the above described parcels of land will be moved to and new fence constructed on the new right of way line by the grantors before Highway Construction begins and all existing buildings and structures, other than fences, may remain where now standing unless and until the State Highway Commissioner requests their removal, in which case and at which time grantors will specify the location, upon their land and not more than two hundred feet

outside of the highway limits, to which location said structures shall forthwith be moved, without expense to the grantors, and left in as good condition as previous to moving.

This conveyance includes a release of any and all claims to damages to grantors adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, draining and improving of the highway in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such trees, shrubs and vegetation as in the judgment of the State Highway Commissioner, is necessary in the construction and maintenance of the highway, further notice of such removal being hereby expressly waived: provided, that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantors.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising device, other than those advertising articles produced and sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands, and premises now owned by the grantors immediately adjoining the lands herein conveyed and within a distance of three hundred feet from the highway center line, measured at right angles to said line. This covenant is hereby declared to be perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 10th day of Dec, A.D. 1941.

In presence of

Samuel Odell

Samuel Odell

George Warkentine

John A. Karchner

John A. Karchner

Robert H. Tenney

Robert H. Tenney

(SEAL)

Thomas Litchard (L.S.)

Thomas Litchard

Iva Litchard (L.S.)

Iva Litchard

E. Hill & Sons State Bank

By Susan V. Hill, Vice Pres (L.S.)

Susan V. Hill, Vice Pres.

By Edwin J. Hill, Cashier (L.S.)

Edwin J. Hill, Cashier

STATE OF MICHIGAN

COUNTY OF ST. JOSEPH : SS: On this 10th day of December A.D. 1941 before me, the undersigned, personally appeared Thomas Litchard and Iva Litchard, to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

Samuel Odell (Samuel Odell)

Notary Public, Oceana County, Michigan

Acting in St. Joseph County, Michigan

My commission expires Sept. 28, 1945

STATE OF MICH.

County of St. Joseph : SS: On this 11 day of December A.D. 1941 before me, the undersigned, personally appeared Susan V. Hill and Edwin J. Hill, to me personally known, who being by me duly sworn, did say that they are respectively Vice President and Cashier of E. Hill & Sons State Bank, a Banking Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Susan V. Hill and Edwin J. Hill severally acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

John A. Karchner

John A. Karchner

Notary Public, St. Joseph County, Mich

Acting in St. Joseph County, Michigan

My commission expires Nov. 24, 1945

John Wright and to The M. C. & P. R. Co
 This Indenture made the third day of December in the year of Our Lord
 one thousand eight hundred and sixty eight Between John Wright and
 Anne Wright of the 1st part, and the Michigan Erie and
 Road Company of the second part: Witnesseth that the said parties of the
 first part have in consideration of the sum of One hundred and fifty
 dollars to him in hand paid by the said party of the second part, the
 receipt whereof is hereby offered acknowledged, do by these presents
 grant bargain sell, remise and foregoe Right Claim unto the said party
 of the second part, and its successors and assigns forever, a strip of land
 one hundred feet wide, along the line of the Railroad, now located on

hereafter to be located: that is to say, forty feet on the westerly side and sixty feet on the easterly side of the said line over and across the following described land, viz. The West half of the North East quarter of Section eighteen in Township 36 North Range 10 West, provided however that the lands hereby granted shall be used for the purpose of constructing and maintaining a Railroad, and the appliances thereto and use or more line of telegraphs and for no other purpose whatever, I have and to hold the said strip of land one hundred feet wide to said party of the second part, and to its successors and assigns, to the sole and only proper use benefit and behoof of the said party of the second part, and its successors and assigns forever. And it is agreed that said first party shall have the privilege of occupying said strip of land for farm purposes along its sides not occupied for Railroad purposes. In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

215 Ru
Stand.
sub J. W.
Dec 3d
1868

Signed sealed and delivered in presence of John Wright
Wm. Allison A. J. Kinnie Annie E. Wright
State of Michigan) On this third day of December one thousand
County of St. Joseph) eight hundred and sixty eight before me a
Notary Public in and for said County, personally came the above named
John Wright Anna Wright his wife known by me to be the
Person who executed the foregoing instrument and they acknowledged
the same to be their free act and deed, and the said Anna Wright on a
private examination separate and apart from her said husband
acknowledged that she executed the same and without any fear
or compulsion from any one.
Witness my hand Dec 11th 1868 at 10
Oak Creek, Mich. 2114. Blandist Reg

A. J. Kinnie
Notary Public



DocId:6075891

T: 4045696

11/29/2022 10:30:00 AM

2022010068

FILED FOR RECORD IN

ST JOSEPH COUNTY MICHIGAN

LINDSAY OSWALD, REGISTER OF DEEDS

11/29/2022 10:54:54 AM

PAGES: 2

Michigan Department of Treasury
3676 (Rev. 12-18)This form is issued under authority of P.A. 260 of
2000 and P.A. 378 of 2006. Filing is mandatory.**Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property**

1. Street Address of Property 28715 M86, Colon, MI 49040		2. Name of County St. Joseph	
3. City/Township/Village Where Real Estate is Located Colon		☐ City ☒ Township ☐ Village	
4. Name of Property Owner(s) (Print or Type Legibly) Nathan J. Yoder and Karen M. Yoder		5. Property ID Number (from Tax Bill or Assessment Notice) 75-002-018-003-60	
6. Legal Description (Legal description is required; attach additional sheets if necessary) SEE ATTACHED		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100 %	
8. Daytime Telephone Number -	9. E-mail Address -	Partial transfer under MCL 211.27a(6)(K)? See Page 2 ☐ Yes ☒ No	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: November 17th, 2020

Signed: Nathan J. YoderName (Printed or Type) Nathan J. YoderTitle Owner

Dated: November 17th, 2020

Signed: Karen M. YoderName (Printed or Type) Karen M. YoderTitle Owner

STATE OF MICHIGAN)

) ss.

COUNTY OF ST. JOSEPH

On this 17th day of November, 2020, the above-named person(s) Nathan J. Yoder and Karen M. Yoder, each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief.

PRINT/TYPE NAME: Catherine A. BakerNOTARY PUBLIC, St. Joseph County, MichiganActing in St. Joseph CountyMy commission expires: 12/04/2024

(NOTARY SEAL)

Drafter's Name Nathan J. YoderDrafter's Address 58428 Fairfax Rd., Colon, MI 49040

FOR LOCAL GOVERNMENT USE ONLY AFTER THE INSTRUMENT IS RECORDED WITH THE REGISTER OF DEEDS	
Is the percentage stated above in number 7 the current percentage of the property that is Qualified Agricultural Property? ☐ Yes ☐ No	
If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property?	
Assessor's Signature	Date

EXHIBIT "A"
Property Description

SITUATED IN THE TOWNSHIP OF COLON, COUNTY OF ST. JOSEPH AND STATE OF MICHIGAN

COMMENCING AT THE CENTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 9 WEST; THENCE SOUTH 89°55'08" EAST, ON THE EAST-WEST ¼ LINE, 851.42 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°55'08" EAST 480 FEET, THENCE NORTH 00°42'33" WEST 1006.57 FEET, TO THE CENTERLINE OF HIGHWAY M-86, THENCE SOUTH 78°38'39" WEST ON SAID CENTERLINE TO A POINT NORTH 00°42'33" WEST FROM THE PLACE OF BEGINNING, THENCE SOUTH 00°42'33" EAST TO THE POINT OF BEGINNING.

TAX ID# 75-002-018-003-60