

Three Rivers Housing Development Corporation

PROPERTY INFORMATION PACKAGE



Multi-Property Real Estate Auction:

Friday, March 22, 2019 Promptly at 10:00 am

At the

City of Three Rivers Municipal Building Commission Room

235 East Michigan Avenue

Three Rivers, MI 49093

\$5,000.00 Minimum Bid

Specific repair requirements with deadlines apply for each property

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Three Rivers Housing Development Corporation

Multi-Property Real Estate Auction

Friday, March 22, 2019

Beginning promptly at 10:00a.m.

at the City of Three Rivers Municipal Building Commission Room

Terms & Conditions

Mandatory pre-bid meeting Friday March 22, 2019 beginning promptly at 10:00a.m. Live Auction begins immediately after.

The opening minimum bid is \$5,000.00 per property.

Deposit of \$2,000.00 per property due day of sale at the conclusion of the auction. Cash, personal or business check is an acceptable form of payment.

Balance of payment due in full at closing within 14 days post sale with a due date of April 8, 2019.

The buyer will pay a \$360.00 document preparation fee per property.

Each property has specific repair requirements with deadlines for completion. The initial property transfer will be by land contract. Deed transfer will be upon completion of the required repairs. Specific repair requirements are outlined for each property and contained in the corresponding individual Property Information Package.

Property Information Package

available at

www.threeriversmi.org or at Three Rivers City Hall

Contact: Melissa Bliss 269-273-1075 x 106 or

mbliss@threeriversmi.org

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
ST JOSEPH COUNTY TREASURE	CITY OF THREE RIVERS	12,594	09/05/2018	QC	TO/FROM FORECLOSURE	1929/738	DEED	0.0
CLIMMONS GWENDOLYN F	ST JOSEPH COUNTY TREASURE	0	02/02/2018	CD	TO/FROM FORECLOSURE	1912/587	DEED	0.0
CLIMMONS JOHN W	CLIMMONS GWENDOLYN F	0	08/02/2012	WD	BAD SALE	1666/930		100.0
CLIMMONS JOHN W & HENRIET		0	09/06/2010	DC	BAD SALE			0.0

Property Address
 235 E MICHIGAN AV

Class: RESIDENTIAL Zoning: R-1 Building Permit(s)

School: THREE RIVERS SCHOOLS

P.R.E. 0%

MAP #: LAND OK CK HSE INFO

2019 Est TCV 76,797 TCV/TEA: 31.84

X Improved Vacant Land Value Estimates for Land Table 4400.4400 FOURTH WARD

Tax Description	Improvements	Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
LOT 5 & W 1/2 LOT 4 & N 12 1/2 FT LOT 17 & N 12 1/2 FT OF W 50 FT LOT 18 BLK 58 PORTAGE ADD CITY OF THREE RIVERS	Public									
	Dirt Road									
	Gravel Road									
	Paved Road									
	Storm Sewer									
	Sidewalk									
	Water									
	Sewer									
	Electric									
	Gas									
	Curb									
	Street Lights									
	Standard Utilities									
	Underground Utils.									

Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
X Level	2019	4,900	33,500	38,400			29,706C
Rolling	2018	12,600	27,100	39,700			29,010C
Low	2017	12,200	26,800	39,000			28,414C
High	2016	11,900	26,200	38,100			28,161C
Landscaped							
Swamp							
Wooded							
Pond							
Waterfront							
Ravine							
Wetland							
Flood Plain							

Who When What

ASR 12/31/1981 INSPECTED

M 07/10/2004 INSPECTED

Licensed To: County of St Joseph, Michigan

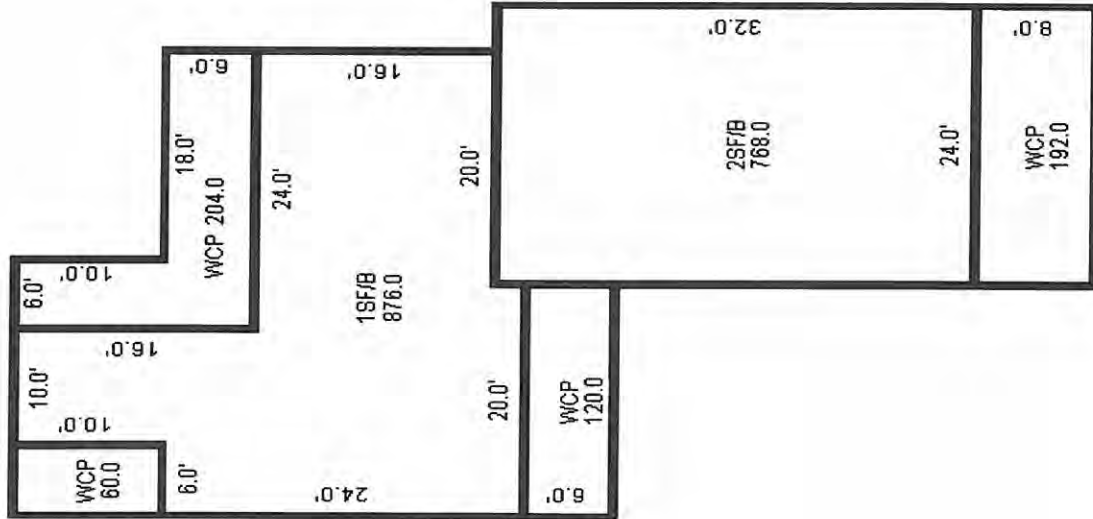


*** Information herein deemed reliable but not guaranteed***

Building Type	(3) Roof (cont.)	(11) Heating/Cooling	(15) Built-ins	(15) Fireplaces	(16) Porches/Decks	(17) Garage
X Single Family Mobile Home Town Home Duplex A-Frame	X Eavestrough X Insulation 0 Front Overhang 0 Other Overhang	X Gas Wood Elec. Steam Oil Coal Forced Air w/o Ducts Forced Air w/ Ducts	1 Appliance Allow. Cook Top Dishwasher Garbage Disposal Bath Heater Vent Fan Hot Tub Unvented Hood Vented Hood Intercom Jacuzzi Tub Jacuzzi repl. Tub Oven Microwave Standard Range Self Clean Range Sauna Trash Compactor Central Vacuum Security System	Interior 1 Story Interior 2 Story 2nd/Same Stack Two Sided Exterior 1 Story Exterior 2 Story Prefab 1 Story Heat Circulator Raised Hearth Wood Stove Direct-Vented Ga Class: CD Effec. Age: 58 Floor Area: 2,412 Total Base New : 233,903 Total Depr Cost: 105,255 Estimated T.C.V: 67,047	Area Type 120 WCP (1 Story) 60 WCP (1 Story) 204 WCP (1 Story) 192 WCP (1 Story)	Year Built: Car Capacity: 2 Class: D Exterior: Siding Brick Ven.: 0 Stone Ven.: 0 Common Wall: Detache Foundation: 42 Inch Finished ? Auto. Doors: 0 Mech. Doors: 0 Area: 600 & Good: 0 Storage Area: 0 No Conc. Floor: 0 Bsmnt Garage: Carport Area: Roof:
X Wood Frame	(4) Interior X Drywall Plaster Paneled Wood T&G Trim & Decoration Ex X Ord Min Size of Closets Lg X Ord Small Doors Solid X H.C.	(12) Electric 100 Amps Service	Cost Est. for Res. Bldg: 1 Single Family 1.5 TO 2 STORY C1s CD B1t 1900 (11) Heating System: Forced Air w/ Ducts Ground Area = 1644 SF Floor Area = 2412 SF. Phy/Ab.Phy/Func/Econ/Comb. % Good=45/100/100/100/45 Building Areas Stories Exterior Foundation Size 2 Story Siding Basement 768 1 Story Siding Siding Space 876 Other Additions/Adjustments Plumbing 3 Fixture Bath Porches WCP (1 Story) 120 WCP (1 Story) 60 WCP (1 Story) 204 WCP (1 Story) 192 Garages Class: D Exterior: Siding Foundation: 42 Inch (Unfinished) Base Cost 15,114 Water/Sewer Public Water Public Sewer Built-Ins Appliance Allow. Lump Sum Items XTRA KIT Totals: 1,500 233,903 105,255 675 660 675 233,903 105,255			
Building Style: 1.5 TO 2 STORY	(5) Floors Kitchen: Vinyl Other: Carpeted Other:	(13) Plumbing Average Fixture(s) 2 3 Fixture Bath 2 2 Fixture Bath Softener, Auto Softener, Manual Solar Water Heat No Plumbing Extra Toilet Extra Sink Separate Shower Ceramic Tile Floor Ceramic Tile Wains Ceramic Tub Alcove Vent Fan				
Yr Built Remodeled 1900	(6) Ceilings X Drywall	(14) Water/Sewer 1 Public Water 1 Public Sewer Water Well 1000 Gal Septic 2000 Gal Septic Lump Sum Items: 1,500				
Condition: Average	(7) Excavation Basement: 768 S.F. Crawl: 876 S.F. Slab: 0 S.F. Height to Joists: 0.0					
Room List	(8) Basement 8 Conc. Block Poured Conc. 10 Stone Treated Wood X Concrete Floor (9) Basement Finish Recreation SF Living SF Walkout Doors No Floor SF					
Basement	(10) Floor Support Joists: Unsupported Len: Ctr.Sup:					
1st Floor						
2nd Floor						
3 Bedrooms						
(1) Exterior						
X Wood/Shingle Aluminum/Vinyl Brick						
X Insulation						
(2) Windows						
Many Large Avg. X Few Small						
Wood Sash X Metal Sash Vinyl Sash X Double Hung Horiz. Slide Casement X Double Glass Patio Doors X Storms & Screens						
(3) Roof						
X Gable Hip Flat X Asphalt Shingle						
Chimney: Brick						

Notes: OLD ICE CREAM SHOP LISTED AS G
ECF (4400 FOURTH WARD) 0.637 => TCV: 67,047

*** Information herein deemed reliable but not guaranteed***



Sketch by Apex I/P/M

*** Information herein deemed reliable but not guaranteed***

LAND CONTRACT
(235 East Michigan Avenue)

Parties. This Contract is made as of this _____ day of _____, 2018, between the THREE RIVERS HOUSING DEVELOPMENT CORP., a Michigan nonprofit corporation, with offices at 333 West Michigan Avenue, Three Rivers, Michigan 49093 (the "Seller"), and _____, whose address is _____, Three Rivers, Michigan 49093, (the "Buyer").

TERMS AND CONDITIONS OF THE CONTRACT

The Seller and the Buyer agree as follows:

1. Description of the Real Estate. The Seller will sell and convey to the Buyer real estate in the City of Three Rivers, St. Joseph County, Michigan, described as *Lot 5 and the West ½ of Lot 4 and the North 12½ feet of Lot 17 and the North 12½ feet of the West 50 feet of Lot 18, Block 58, Portage Addition to City of Three Rivers, (PIN 75-051-445-031-00)*, and commonly known as 235 East Michigan Avenue, Three Rivers, Michigan 49093 (the "Property"), subject to any applicable building and use restrictions and to any easements or zoning laws affecting the Property.
2. Terms of Payment. The full consideration for the sale of the Property to the Buyer is:
 - (a) The sum of _____ (\$_____.00) Dollars, on the signing of this Contract, the receipt of which is acknowledged by Seller; and
 - (b) The completion of repairs and improvements to the Property by Buyer pursuant to the terms and conditions stated in the attached Exhibit "A" and "B", which is an essential part of this Contract;
3. The Seller's Duty to Convey. The Seller will execute and deliver to the Buyer on Buyer's completion of all repairs and improvements, as provided in Exhibit "A" and the issuance of an occupancy permit by the City, a Quit-Claim Deed conveying title to the Property, subject to encumbrances that have accrued or attached since the date of this Land Contract through the acts or omissions of Buyer and/or persons other than the Seller.
4. Maintenance of the Property and Waste. The Buyer will not in any way diminish the value of the Seller's security interest in the Property without the Seller's written consent. The Buyer warrants and represents that Buyer will not permit any liens to attach to the Property without the Seller's written consent.
5. Taxes and Insurance. The Buyer will pay all taxes and special assessments levied on the Property after the date of this Land Contract before any penalty for nonpayment and will submit receipts to the Seller promptly after payment as evidence of payment. The Buyer will also at all times keep the Property insured with the Seller as an additional insured party, in a manner and to an amount approved by the Seller. Buyer will deliver copies of the policies as issued to the Seller with proof that the premiums are fully paid.
6. Acceptance of Title. If Buyer desires title insurance it shall be at the sole expense of Buyer. Buyer acknowledges having the opportunity to investigate Seller's title to the Property and to determine the insurability and marketability of Seller's title. Buyer understands that the Seller, having acquired the

Property from the City of Three Rivers after the City acquired the Property from the County of St. Joseph following the County's foreclosure for nonpayment of taxes. The quit-claim deed to be given by Seller to Buyer as provided in Paragraph 3 will convey only Seller's interest in the Property. Seller does not warrant that Seller's title is marketable or insurable.

7. Acceptance of the Property. The Buyer has examined the Property including the land, buildings and boundary lines to Buyer's satisfaction and agrees to accept the Property in "AS IS" condition.

8. Nonpayment of Taxes or Insurance. If the Buyer defaults in the payment of any insurance premium or tax or special assessment before the date on which interest and penalties accrue or in the delivery of insurance policies as provided in Paragraph 5, the Seller may, at the Seller's sole option, pay the tax, special assessments, or premiums or procure the insurance and pay the premiums. Any amount so paid will be a further lien on the Property immediately payable by the Buyer to the Seller, with interest at the rate of eleven (11%) percent per annum. Any amount so paid will, until repaid by the Buyer, be deemed an increase to the Purchase Price for the purpose of determining any amount the Buyer would have to pay to redeem the Property after forfeiture or foreclosure.

9. Assignment. The Buyer shall not assign this Land Contract without the Seller's prior written approval, which approval may be denied for any reason or no reason. Any attempted assignment of this Contract without Seller's written approval shall be void.

10. Possession. The Buyer will have the right to possession of the Property from and after the date of this Land Contract. The Buyer will be entitled to retain possession only as long as the Buyer does not default on the terms and conditions of this Land Contract.

11. Right to Forfeit. If the Buyer fail to meet the terms and conditions of this Land Contract and Exhibit "A", the Seller, immediately after a default, may declare this Land Contract forfeited and void; retain whatever the Buyer has paid under this Land Contract and all improvements and repairs that may have been made on the Property, together with additions and accretions; consider and treat the Buyer as a tenant holding over without permission; take immediate possession of the Property; and remove and put out the Buyer and all occupants, as permitted by law. If the Seller relies on a Notice of Forfeiture to terminate rights under this Land Contract, the Notice must specify all breaches of this Land Contract and declare the Forfeiture of this Land Contract effective in fifteen (15) days after service unless the money is paid and other breaches are cured within that time.

12. Notice to the Buyer. Any declarations, notices, or papers necessary or proper to terminate, accelerate, or enforce this Contract are rebuttably presumed to have been served on the Buyer if the instrument has been enclosed in an envelope with first-class postage fully prepaid, addressed to the Buyer at the address set forth in the heading of this Contract or at the latest other address that has been specified by the Buyers and receipted for in writing by the Seller, and deposited in the U.S. mail.

13. Removal of Liens. The Buyer will keep the Property free and clear of all liens and encumbrances that arise due to the Buyers' acts or omissions. If the Buyer, by Buyer's acts or omissions, causes or permits any nonpermitted lien or encumbrance to attach and fails to remove it (which, for a construction lien, may be accomplished by bonding off the lien in accordance with the Construction Lien Act) within thirty (30) days after its attachment and a written demand for removal, the Seller will have the right, but not the obligation, to remove the lien or encumbrance at the Seller's expense and to receive prompt payment for the expense with interest at the rate of eleven (11%) percent per annum.

14. Applicable Law. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.

15. Successors. This Agreement will bind and inure to the benefit of the Buyer and the Seller and their respective heirs, personal representatives, successors, and assigns.

16. Notices. All notices required to be made under this Land Contract will be deemed completed and legally sufficient if mailed by certified mail, return receipt requested, or if delivered personally or by courier service, to the following addresses or another address a party designates in writing:

For the Seller: Melissa J. Bliss, Secretary of Three Rivers Housing Development Corp.,
City of Three Rivers, 333 West Michigan Avenue, Three Rivers, MI 49093

For the Buyer: _____

17. Memorandum. A Memorandum of this Land Contract shall be recorded at Buyer's expense immediately following the execution of this Contract. Neither the Seller nor the Buyer will record this Land Contract.

18. Signatures. The Parties, by their duly authorized representatives have signed and delivered this Land Contract in duplicate on the date noted at the beginning of this Land Contract.

SELLER:
THREE RIVERS HOUSING DEVELOPMENT CORP.,
a Michigan nonprofit corporation

BUYER:

By: John W. Bippus, Its President

By: Melissa J. Bliss, Its Secretary

STATE OF MICHIGAN)
)ss
COUNTY OF ST. JOSEPH)

The foregoing Land Contract was acknowledged before me this ____ day of _____, 2018, by John W. Bippus and Melissa J. Bliss, the President and Secretary respectively, of the THREE RIVERS HOUSING DEVELOPMENT, CORP., a Michigan nonprofit corporation, on behalf of the corporation, the Seller.

Notary Public:
State of Michigan, County of St. Joseph
My Commission Expires:

STATE OF MICHIGAN)
)ss
COUNTY OF ST. JOSEPH)

The foregoing Land Contract was acknowledged before me this ____ day of _____, 2018, by _____, the Buyer.

Notary Public:
State of Michigan, County of St. Joseph
My Commission Expires:

Prepared By:
J. Patrick O'Malley (P18492)
O'Malley Law Office, P.C.
801 Portage Avenue
Three Rivers, MI 49093

EXHIBITS "A" AND "B" TO LAND CONTRACT

Seller: THREE RIVERS HOUSING DEVELOPMENT, CORP.

Buyers: _____

Property: 235 East Michigan Avenue, Three Rivers, MI 49093

EXHIBIT "A"

The Buyer shall repair and improve the Property (referred to in this Exhibit as the "Project") in accordance with all requirements of the Code of the City of Three Rivers and all other laws and regulations imposed by any governmental authority.

- A. Repairs to the exterior of structure on the Property including yard clean up and landscaping shall have Project priority.
- B. Buyers shall provide photographs of Property including yard area and interior and exterior of dwelling to the Seller prior to the commencement of the Project and when Buyer believes the Project has been completed as required by this Contract.
- C. Driveway: The dwelling must have an asphalt or concrete driveway from the edge of the roadway to the rear edge of the dwelling, or up to the front edge of the garage. The driveway surface must be a minimum of 4 inches thick and 12 feet wide.
- D. Siding: The dwelling shall have a low maintenance siding of either brick, aluminum or vinyl siding. The siding will be done in workman like manner.
- E. Windows: All broken windows, single pane windows of the dwelling shall be replaced with low-e energy star rated vinyl insulated double pane windows.
- F. Doors: All exterior doors of the dwelling shall be replaced with steel or fiberglass insulated doors. Attractive decor accents such as panes or windows will be required on the front door.
- G. Roof: The roof of the dwelling shall be replaced with 25 year or longer shingles and shall accent the exterior siding colors of the dwelling.
- H. Foundation: All defects in the dwelling's foundation shall be repaired.
- I. Garage or Shed: Each dwelling shall have a functioning garage in good repair or a storage shed of a minimum 8x10 size.
- J. Utilities/Mechanical: All utilities must be working and in good order and pass inspections.
- K. Interior Finishes: All cabinets, doors, faucets, outlets, and electrical fixtures shall be in good working order.

- L. The entire Project shall be completed within nine (9) months from the date of this Contract shall be a default under the provisions of Paragraph 11 of the Land Contract.

EXHIBIT "B"

The following is a list of specific conditions and improvements for this Property:

- 1. All rotted wood to be replaced; structural and coverings;
- 2. Siding, windows and doors must be restored or replaced, if painted all surfaces must be properly stripped prior to painting; and
- 3. Dwelling on property may remain a two family home.

SELLER:
THREE RIVERS HOUSING DEVELOPMENT CORP.,
a Michigan non-profit corporation

BUYER:

By: John W. Bippus, Its President

Scott Larkins

By: Melissa J. Bliss, Its Secretary