



Policy Issued By: First American Title Insurance Company

### SCHEDULE A

File No.: BN-34995

Amount of Insurance:  
\$210,600.00

Date of Policy:  
April 28, 2003 @ 08:00 am

Policy Number:  
LP4738664

1. Name of Insured:

Alliance Banking Company, its successors and/or assigns

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Ibrahim Parlak, a single man

4. The insured mortgage and the assignments thereof, if any, are described as follows:

Future Advance Mortgage in the original amount of \$210,600.00 executed by Ibrahim Parlak, a single man, to Alliance Banking Company, dated April 10, 2003, recorded April 25, 2003, in Liber 2371, page 1470, Berrien County Records.

5. The land referred to in this Policy, situated in the County of Berrien, Township of Chikaming, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

13581 Red Arrow Highway



Issuing Agent: **Metropolitan Title Company**  
America's Premier Independent Title Agency  
For additional information call (269) 983-7777

Signed By:

*Robert Schmeichel*

*This policy is valid only if Schedule B is attached.*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

File No.: BN-34995

Policy No.: LP4738664

Land in the Township of Chikaming, Berrien County, Michigan, described as follows:

That part of the Southwest Quarter of Section 10, Town 7 South, Range 20 West, described as follows: Commencing at the Southwest corner of said Section 10, thence East on the South line of said Section 10, a distance of 521.77 feet (deeded 522.8 feet), thence North 00 degrees 07 minutes 00 seconds West 478.54 feet (deeded 479.56 feet) to the Southerly right of way line of Red Arrow Highway, thence North 65 degrees 13 minutes 00 seconds East on said Southerly right of way line 100.18 feet to the point of beginning of the land herein described, thence continuing North 65 degrees 13 minutes 00 seconds East on said Southerly right of way line 134.38 feet, thence South 23 minutes 14 minutes 54 seconds East 199.78 feet, thence South 70 degrees 09 minutes 17 seconds West 124.58 feet, thence North 26 degrees 16 minutes 14 seconds West 189.05 feet to the point of beginning;

TOGETHER WITH a 20 foot wide non-exclusive easement for ingress and egress described as follows: Commencing at the Southwest corner of said Section 10, thence East on the South line of said Section 521.77 feet, thence North 00 degrees 07 minutes 00 seconds West 478.54 feet, to the Southerly right of way line of Red Arrow Highway, thence North 65 degrees 13 minutes 00 seconds East on said Southerly right of way line 80.17 feet to the point of beginning of the easement herein described, thence continuing North 65 degrees 13 minutes 00 seconds East on said Southerly right of way line 20.01 feet, thence South 26 degrees 16 minutes 14 seconds East 189.05 feet, thence South 70 degrees 09 minutes 17 seconds West 20.12 feet, thence North 26 degrees 16 minutes 14 seconds West 187.32 feet to the point of beginning, as created by Warranty Deed, recorded June 12, 1996, in Liber 1755, page 745, Berrien County Records.

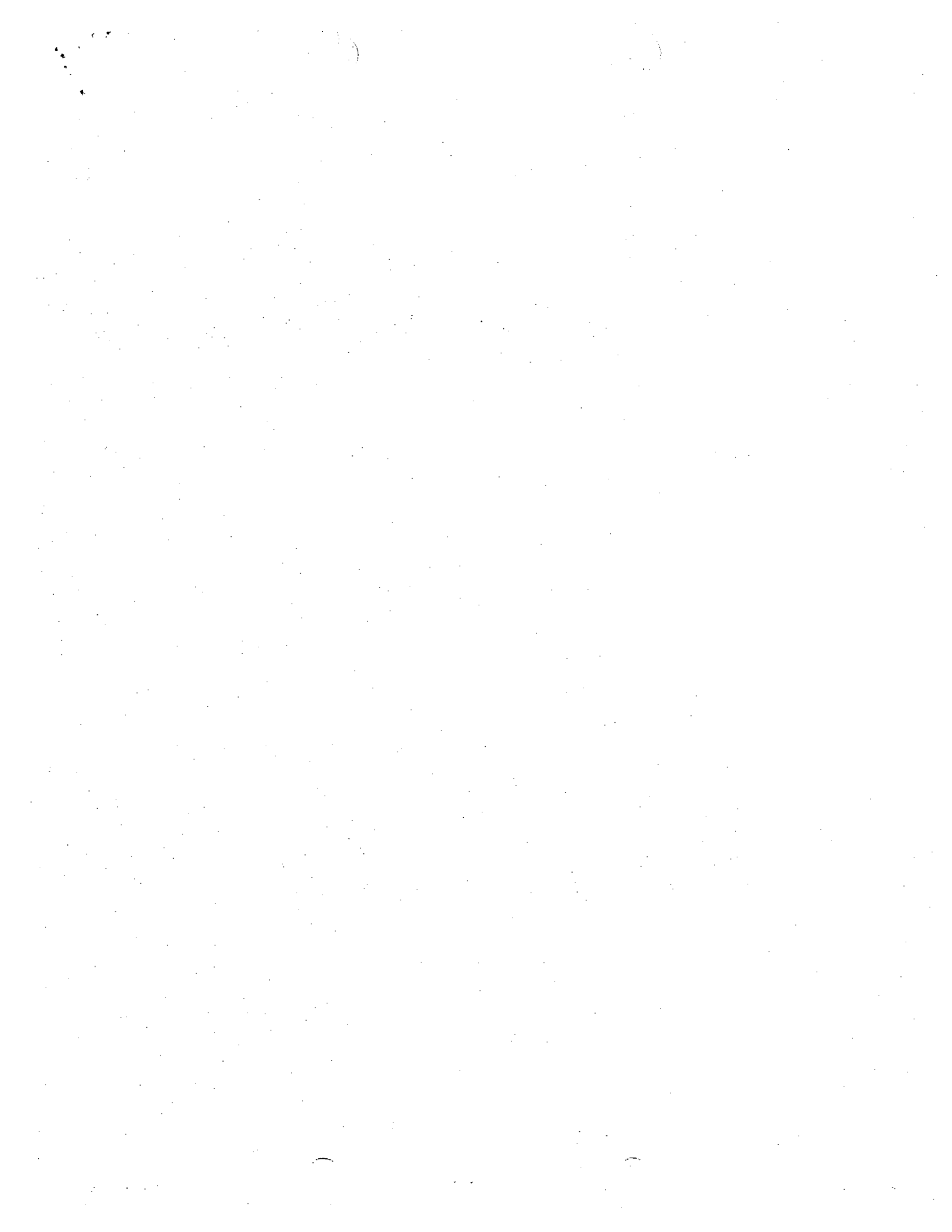
## SCHEDULE B

File No.: BN-34995

Policy No.: LP4738664

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Liens for taxes and assessments which are not yet due and payable.  
Tax Item No.: 11-07-0010-0040-18-0
2. Mortgage in the original amount of \$143,000.00 executed by Ibrahim Parlak, a single man D/B/A Cafe Gulistan, to Alliance Banking Company, dated March 20, 2000, recorded April 7, 2000, in Liber 2043, page 698.
3. Mortgage in the original amount of \$83,000.00 executed by Ibrahim Parlak, a single man D/B/A Cafe Gulistan, to Alliance Banking Company, dated March 31, 1998, recorded April 13, 1998, in Liber 1878, page 654.
4. Assignment of Rents and Leases from Ibrahim Parlak, a single man, to Alliance Banking Company, dated April 10, 2003, recorded April 25, 2003, in Liber 2371, page 1460.
5. Easement in favor of Indiana & Michigan Electric Company (n/k/a Indiana Michigan Power Company) and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 52 of Misc., page 215.





# CHICAGO TITLE INSURANCE COMPANY

## A.L.T.A. COMMITMENT

7100 Harbert

File No.: 110261170

### SCHEDULE A

Effective Date: July 11, 2003 at 08:00 AM

1. Policy or Policies To Be Issued: AMOUNT:

**OWNER'S:**

Policy Form:

(a) Proposed Insured:

**LOAN:**

\$ 84,000.00

Policy Form: ALTA Loan (10/17/1992) w/ out exceptions

(b) Proposed Insured:

Alliance Banking Company, its successors and/or assigns as their respective interests may appear.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:

Ibrahim Parlak

3. The land referred to in this Commitment is located in Township of CHIKAMING, Berrien County, State of Michigan, and is described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 20 WEST, THENCE SOUTH 300 FEET; THENCE WEST 60 FEET; THENCE NORTH 300 FEET; THENCE EAST 60 FEET TO THE PLACE OF BEGINNING;

ALSO THAT PART OF THE EAST 8 ACRES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, DESCRIBED AS FOLLOWS, TO-WIT: - COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 15, THAT IS 60.00 FEET NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, SAID NORTHEAST CORNER BEING 1317.14 FEET SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST OF THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, ALONG THE SAID NORTH SECTION LINE, 5.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 05 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 661.60 FEET TO THE SOUTH LINE OF THE SAID NORTH HALF OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS EAST, ALONG THE SAID SOUTH LINE, 65.00 FEET TO THE SAID EAST LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTES 05 SECONDS EAST, ALONG THE SAID EAST LINE, 361.57 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, PARALLEL WITH THE SAID NORTH SECTION LINE, 60.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, PARALLEL WITH THE SAID EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 300.00 FEET TO THE PLACE OF BEGINNING.

**SCHEDULE B****I. THE FOLLOWING ARE THE GENERAL REQUIREMENTS TO BE COMPLIED WITH:**

1. **Payment of the full consideration to, or for the account of, the grantors or mortgagors.**
2. **Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.**
3. **For all Loan Policies: Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.**
4. **For ALTA Loan Policies without the exceptions in Schedule B, II hereof: Proper sworn statements and waivers showing payment or release of all lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days; and, satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence or possession as may be required.**
5. **Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.**
6. **NOTE: If this transaction is involving a Mobile or Manufactured Home, contact the Insurer immediately, as there may be additional requirements, exceptions and fees.**
7. **Record the Mortgage to be insured, executed by the owner and spouse, if any.**
8. **Record a Release of the Mortgage in the original amount of \$90,250.00, executed by IBRAHIM PARLAK, A SINGLE PERSON to BANK ONE, N.A. dated August 10, 1999, recorded August 12, 1999 in LIBER 1992 ON PAGE 1387 which Mortgage has been Assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as recorded in LIBER 2049 ON PAGE 1550.**
9. **Record a Release of the Future Advance [Home Equity] Mortgage in the original amount of \$50,000.00, executed by IBRAHIM PARLAK, A SINGLE MAN to DISCOVER BANK dated October 9, 2002, recorded November 26, 2002 in LIBER 2317 ON PAGE 473. This Mortgage contains a revolving credit feature.  
Note: Borrower must submit to the above lender a letter authorizing the closing of the line of credit. Said authorization will be submitted along with the payoff of the mortgage.**
10. **NOTE: Homestead and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured. For clarification please contact the local taxing authority at (269)983-7111.**

2002 WINTER taxes paid in the amount of \$565.39  
 2003 SCHOOL taxes DUE in the amount of \$498.55  
 State Equalized Value \$63,700.00 (2002) \$58,400 (2003)  
 Taxable Value \$52,718.00 (2002) \$53,508 (2003)  
 Homestead: 100% (2003)  
 Special Assessments: NOT EXAMINED  
 School District: RIVER VALEY  
 Tax Identification Number: 11-07-0015-0005-03-2

MILLAGE: 17.8893 (2002)

11. **Submit to the Company, a properly executed Affidavit of Title and Estoppel Certificate (attached hereto). The Policy to be issued may except items revealed by said affidavit.**

**SCHEDULE B**  
(Continued)

File No.: 110261170

12. Note: Survey coverage will be provided to the loan policy without the submission of a survey.

13. The following note is for informational purposes only. We find no deed(s) affecting said land recorded within twelve (12) months of the date of this report.

**II. THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any Loan Policy issued pursuant hereto will contain under Schedule B thereof the following exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
  - (c) Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions (also set forth at the inside cover hereof): (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.
4. The Policy to be 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.)
5. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
6. Taxes which become a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.
7. For clarification of information on any of the above mentioned exceptions or requirements, please contact the examiner, SUSAN HOFFMAN, at 269-982-4045, EXTENSION 22.





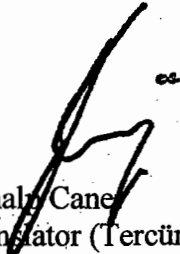
**TRANSLATOR'S CERTIFICATION  
TERCÜME TASDİĞİ**

STATE OF NEW YORK  
COUNTY OF NEW YORK } SS

Canalp Caner, being duly sworn, deposes and says:

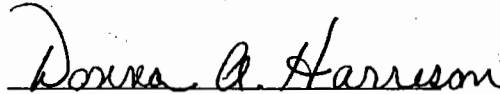
I hereby certify that the texts on the attached pages are the exact translations of each other. I further certify I am proficient in both languages and that I have conducted the translation either from the given English text into Turkish or from the given Turkish text into English.

Ekteki sayfalardaki metinlerin birbirinin doğru tercümelemleri olduğunu ve her iki lisana vakıf yeminli bir tercüman olduğumu beyan ederim. Ayrıca bu tercümeyle verilen İngilizce metni Türkçe'ye veya verilen Türkçe metni İngilizce'ye bizzat çevirerek yaptığımı da beyan ederim.

  
Canalp Caner  
Translator (Tercüman)

**SWORN TO BEFORE ME THIS**

16<sup>th</sup> day of September 2004

  
(Notary Public)

DONNA A. HARRISON  
Notary Public, State of New York  
No. 01HA5002826  
Qualified in Kings County  
Commission Expires July 8, 2006

EXTRACT OF VITAL RECORD																	
INDIV LINE #	SEX	RELATION	ID #	NAME	CITY GAZIANTEP LAST NAME	FATHER'S NAME	MOTHER'S NAME	PLACE & DATE OF BIRTH	MARITAL STATUS & RELIGION	BOOK #	HOUSEHOLD #						
1	M	SELF	20851933630	IBRAHIM	PARLAK	HUSEYIN	SULTAN	EMIRLER 05/01/1962	SINGLE ISLAM	10	9						
<p>Death: Closed Registry            Marriage: ---            Divorce: ---</p>																	
INDIVIDUAL EVENTS																	
INDIVIDUAL LINE #	NAME										REMARKS						
19	IBRAHIM										10/09/2003 - CITIZENSHIP; PURSUANT TO THE TURKISH CITIZENSHIP LAW #403, ARTICLE # 25 AND THE CABINET'S RESOLUTION #5898, DATED 07.04.2003; HIS TURKISH CITIZENSHIP HAS BEEN REVOKED.						
<b>NOTES:</b> 1- THE REGISTRY OF THE PERSON(S) IS IN ACCORDANCE WITH THE RECORDS. 2- THIS CENSUS REGISTRY IS ISSUED TO BE SUBMITTED TO THE LEGAL AUTHORITIES AND IT CANNOT BE USED FOR ANY OTHER PURPOSE						<b>INITIALS</b> {SIGNATURE}						<b>APPROVING OFFICER'S NAME LAST NAME- TITLE</b>  ZUBEYDE SAHIN NURDAGI (1974) DIRECTOR OF VITAL RECORDS 10/09/2003 10:39 AM					
						SIGNATURE						SEAL {SIGNATURE}					

NÜFUS KAYIT ÖRNEĞİ		İLİ	İLÇESİ	MAHALLESİ/KÖYÜ	CİLT NO	HANE NO				
		GAZİANTEP	NURDAĞI (1974)	EMİRLER KÖYÜ	10	9				
SIRA/BSN/C	YAKINLIK	T.C.NO	ADI	SOYADI	BABA ADI	ANA ADI	DOĞUM YERİ VE TARİHİ	MED. HALİ VE DİNİ	TESCİL TARİHİ	OLAYLAR VE TARİHLER
1	19 E Kendisi	20851933630	İBRAHİM	PARLAK	HÜSEYİN	SULTAN	EMİRLER 01/05/1962	BEKAR İSLAM	08/12/1966	Ölüm: KAPALI KAYIT Evlernenme: Boşanma:

## KİŞİLERİN OLAYLARI

## DÜŞÜNCELER

BSN 19 İBRAHİM

DÜŞÜNCELER

09/10/2003-VATANDAŞLIK: 403 Sayılı Türk Vatandaşlığı Kanununun 25. maddesi ç bendi uyarınca, Bakanlar Kurulunun 4/7/2003 gün ve 5898 Sayılı kararı ile, Türk Vatandaşlığını kaybettilmiştir.

## AÇIKLAMALAR:

1. KİŞİ VEYA KİŞİLERİN KAYDI KÜTÜĞE UYGUNDUR.

2-İŞBU NÜFUS KAYIT ÖRNEĞİ RESMİ MAKAMLARA İBRAZ EDİLMEK ÜZERE DÜZENLENMİŞ OLUP BAŞKA AMAÇLA KULLANILMAZ.

## ONAYLAYAN YETKİLİNİN ADI SOYADI - UNVANI

ZÜBEYDE ŞAHİN

NURDAĞI ( 1974 ) NÜFUS MÜDÜRÜ

09/10/2003 10:39

İMZA

İMZA

MÜHÜR