

***PROPERTY
INFORMATION
PACKET***

**9066 DIXIE HWY.
FAIR HAVEN, MI. 48023**

OFFERED BY:

**CHUCK CRYDERMAN & ASSOCIATES, L.L.C.
73600 CHURCH ST.
ARMADA, MI. 48005**

586 – 784-8890 FAX: 586 – 784-8894

crydermanauctions.com

Chuck Cryderman & Associates, L.L.C.
Gary M. Berry Auctioneer
73600 Church St.
Armada, MI. 48005

586 – 784-8890 FAX: 586 – 784-8894
248 – 299-5959

AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

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TERMS and CONDITIONS

ESTATE OF DOUGLAS FERGUSON AUCTION

9066 DIXIE HWY.
FAIR HAVEN, MI. 48023

THIS IS A TWO STORY, TWO BEDROOM HOME WITH 1 ½ BATHS, 3 OUTBUILDINGS, VIEW OF ANCHOR BAY, IN THE ALGONAC SCHOOL DISTRICT, ON OVER ¾ ACRES. PUBLIC WATER, SEWER AND NATURAL GAS.

THIS ONLINE SALE WILL BEGIN AT 8 A.M. ON SATURDAY, MARCH 11, 2023 WITH A SOFT CLOSE BEGINNING AT 4 P.M. ON MARCH 11, 2023. WATCH THE WEB SITE AS BIDDING MAY OPEN PRIOR TO SATURDAY.

THE WEB SITE TO REGISTER AND BID FROM: www.crydermanauctions.com

OPEN HOUSE FOR INSPECTIONS WILL BE:

SUNDAY, MARCH 5, 2023, 1 P.M. TO 4 P.M.
WEDNESDAY, MARCH 8, 2023, 2 P.M. TO 5 P.M.

TERMS OF SALE: PLEASE REVIEW THE BIDDER AGREEMENT FOR COMPLETE DETAILS. YOU MUST AGREE TO THE TERMS AND CONDITIONS WHEN YOU REGISTER TO BID.

HIGHLIGHTS INCLUDE A 7% BUYER FEE ADDED TO YOUR HIGH BID. CLOSING MUST TAKE PLACE 30 DAYS FOLLOWING APPROVAL BY THE SELLER OF THE HIGH BID. SELLER TO HAVE UP TO 48 HOURS FOLLOWING THE AUCTION TO APPROVE, REJECT OR COUNTER THE HIGH BID OFFERED. THERE ARE NO CONTINGENCIES OF SALE. PURCHASER MUST BE SATISFIED WITH THE CONDITION OF THE PROPERTY AND ASSURED THAT FINANCING, IF RELIED ON, WILL BE AVAILABLE TO THE BUYER.

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BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 7% added to the high bid. The total of the high bid plus the 7% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price:	\$ 100,000.00
Add 7% Buyer's Premium:	\$ 7,000.00
	<hr/>
Contract Sales Price:	\$ 107,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the PURCHASE AGREEMENT.

AGREEMENT TO BID
AUCTION SALE OF REAL ESTATE; 9066 DIXIE HWY., FAIR HAVEN, MI

Bidding is open to the public without regard to race, color, sex, or national origin.

AGENCY DISCLOSURE: AUCTIONEERS, CHUCK CRYDERMAN & ASSOCIATES, ACT AS EXCLUSIVE AGENTS FOR THE SELLERS. The duties that a Seller's Agent owes to the Seller include; promoting the best interests of the Seller; fully disclosing to the Seller all facts that might affect or influence the Seller's decision to accept an offer to purchase; keeping confidential the Seller's motivations for selling; presenting all offers to the Seller; disclosing the identities of all Buyers and all information about the willingness of those Buyers to complete the sale or to offer a higher price.

Any announcements made by the Auctioneers will take precedence over prior printed and oral statements and other printed materials. **The property is being sold "AS IS/WHERE IS" with no warranties express or implied as to the condition of the buildings or land, including any environmental concerns and lead-based paint concerns, which Purchaser agrees to waive any and all inspections.** The Auctioneers, Realtors and Sellers will assume that the Buyer is relying on his or her own judgment and information regarding any of these properties. At the conclusion of bidding, the successful Bidder must sign a Purchase Agreement, stating the contract price and terms of the sale. Taxes, as applicable, will be prorated to the day of closing, as if paid in advance.

The successful Bidder must deposit with the Auctioneers 10% of their Contract Price in the form of personal check, cashiers check or cash on the day of the sale. This is a NON-REFUNDABLE deposit and will be forfeited by the Purchaser should the Purchaser choose not to proceed with the closing after acceptance by the Seller of the bid price and terms. The deposit will be applied to the purchase price at the time of closing. All bids are subject to the approval of the Sellers within forty-eight (48) hours.

The Sellers will supply an Owner's Policy of Title Insurance with standard exceptions, to the successful Purchaser, A Deed will be provided. The closing will take place within thirty (30) days of the Auction Date or as soon as possible with the understanding that "Time is of the Essence." Closing packages should be available approximately two (2) days prior to closing for review by the Purchaser and/or their Attorney. Closings will take place at the offices of Chuck Cryderman & Associates, L.L.C. or another designated location. Closings held for Purchasers at Title Company office are at the expense of the Purchaser. Immediate Possession will be available after the Closing.

The Sellers reserve the right to review any and all bids, to compare offers submitted with appraisals and/or market evaluations, waive irregularities and/or informalities and accept, reject or counter any or all bids as deemed in the best interest of the Sellers at their sole discretion.

NOTICE: THERE IS A 7% BUYER'S FEE TO BE ADDED TO THE BID PRICE FOR THIS PROPERTY. IMPORTANT NOTICE: THIS SALE IS NOT SUBJECT TO THE PURCHASER OBTAINING A MORTGAGE. ALL FINANCES MUST BE IN ORDER AND PURCHASER PREPARED TO CLOSE THIRTY (30) DAYS FOLLOWING THE DATE OF THE AUCTION. AUCTIONEERS AND REALTORS ACT AS EXCLUSIVE AGENTS FOR THE SELLERS.

ALL BIDDERS AGREE TO THESE TERMS AND CONDITIONS UPON REGISTERING TO BID ON THIS PROPERTY.

PURCHASE AGREEMENT

1. **AGREEMENT TO SELL:** The undersigned Purchaser hereby agrees to purchase and the Seller agrees to sell the following land situated in the Township of Ira, St. Clair County, Michigan, described as follows: Lot 36 and that part of Lot 40, SUPERVISOR BOWERS FAIR HAVEN PLAT, described as beginning North 00 degrees 15 minutes 40 seconds West 165.20 feet from the Northwesterly Corner of Lot 36; thence North 89 degrees 44 minutes 20 seconds East 100 feet; thence South 00 degrees 15 minutes 40 seconds East 173.56 feet; thence North 55 degrees 37 minutes West 12.55 feet; thence South 14 degrees 8 minutes West 53 feet; thence in a Northwesterly direction to the Northwest Corner of Lot 36; Parcel I.D. #74-23-640-0045-001; commonly known as 9066 Dixie Hwy, together with all improvements and appurtenances, if any, now on the premises, and to pay therefore the sum of _____
----(\$ _____)----DOLLARS, subject to existing building and use restrictions, easements, and zoning ordinances upon the following conditions:
 - a) **CASH SALE.** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
 - b) **EARNEST MONEY DEPOSIT** _____
--(\$ _____)---dollars, which shall be held by Chuck Cryderman and Associates, L.L.C., or it's designated agent (including, if applicable the title company) and held under P.A. 299 of 1980, as amended, and applied to the Purchase Price when the sale is consummated.
 - c) The total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction seven per cent (7%) higher than the amount Bid by the Purchaser to reflect a "Buyer's Premium" for the property. Purchaser acknowledges that the payment of the "Buyer's Premium" does not constitute Chuck Cryderman & Associates, L.L.C., or any other affiliates as agent for the Purchaser.
 - d) Purchaser and Seller acknowledge and agree that this Agreement is **NOT CONTINGENT** upon Purchaser's ability to obtain financing and is **NOT CONTINGENT** on post-auction inspections.
2. **CONDITION OF PROPERTY:** Purchaser acknowledges that he is purchasing this property in an AS-IS condition. Purchaser acknowledges he has had the opportunity to inspect the property; had the opportunity to have additional inspections of the property (FHA, VA, Inspection Service or municipal inspections); that neither Seller, Chuck Cryderman & Associates, L.L.C., or any other affiliates nor their salespeople have made any representations or warranties of any kind concerning the Property, upon which the Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information or descriptions contained in any advertising medium is not warranted or guaranteed

- and that Purchaser has not relied on any of this information or description in making this agreement.
3. POSSESSION: The Seller shall deliver and the Purchaser shall accept possession of said property on the date of closing.
 4. TITLE INSURANCE/DEFAULT: As evidence of title, Seller agrees to furnish Purchaser as soon as possible a commitment for Title Insurance in an amount not less than the purchase price and guaranteeing the title in the condition required for performance of this order. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. If this offer is accepted by Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on/or before the date agreed. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within the period as agreed. If the Seller is unable to remedy the title or obtain title insurance within the time specified the deposit shall be refunded forthwith in full termination of this agreement.
 5. TAXES/ASSESSMENTS; WATER/SEWAGE CHARGES: All taxes and assessments which have become a lien upon the land and are due and payable whether recorded or not recorded, at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with DUE DATE basis of the municipality or taxing unit in which the property is located. For purposes of the agreement all real property taxes are to be considered paid in advance. The final water and sewage charges shall be prorated and adjusted between Seller and Purchaser, as applicable, as of the date Seller vacates the property and surrenders keys to the Purchaser. The closing agent shall retain and hold in escrow a minimum of Two Hundred and 00/100---(\$200.00)---dollars from the amount due Seller for these charges. The closing agent shall remit the amount allocated to Seller and return the balance, if any, to Seller after receipt of the final bill or meter reading.
 6. AGENCY: It is understood by the parties to this agreement that Chuck Cryderman & Associates, L.L.C., and any affiliates are acting as Seller's Agent in accordance with the licensing laws of the State of Michigan.
 7. CLOSING: The closing of this sale shall take place at the offices of Chuck Cryderman and Associates, L.L.C., title agency or at a place designated by Chuck Cryderman and Associates, L.L.C. The closing shall take place on/or before April 15, 2023.

8. **PROPERTY MAINTENANCE:** Until keys are surrendered, Seller shall continue the operation of all electric, gas, water and other utility services, if applicable, maintain any and all buildings, land and other property in the same condition as of the date on which Seller accepts this agreement.
9. **GENERAL PROVISIONS:**
 - a) It is understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding.) The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
 - b) Seller and Purchaser acknowledge they have been advised to retain an attorney to pass upon the marketability of the title to the property and to ascertain whether or not the provisions of this agreement have been strictly adhered to.
 - c) The parties acknowledge and agree that facsimile signatures are legally enforceable and binding.
10. We hereby acknowledge that this offer constitutes the entire agreement between the parties.

Dated: Marcy _____, 2023

PURCHASER:

BROKER'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the deposit money as mentioned above to be applied as mentioned above.

CHUCK CRYDERMAN AND ASSOCIATES, L.L.C., BROKER

by: _____

The foregoing offer is accepted by Seller in accordance with the terms as stated above

and by execution of this agreement Seller acknowledges receipt of a copy of this agreement.

Dated: March ____, 2023

SELLER:

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Agreement to Purchase.

Dated: March ____, 2023

PURCHASER:

Equalization

Property Record for IRA TOWNSHIP

Local Assessing Officer: Roxanne Reeder
(586) 725-0263

Parcel Number: 74-23-640-0045-001

Parcel Address: 9066 DIXIE HWY

Tax Payer:	FERGUSON DOUGLAS A 9066 DIXIE HWY FAIR HAVEN, MI 48023	2022 State Equalized Value	0
		2022 Taxable Value	0
		Homestead	100%
		School District	ALGONAC COMMUNITY SCH DIST

Tax Description: LOT 36 AND THAT PART OF LOT 40 DESC AS: BEG N0D 15M 40S W 165.20' FROM NW'LY COR OF LOT 36, TH N 89D 44M 20S E 100', TH S0D 15M 40S E 173.56', TH N 55D 37M W 12.55', TH S 14D 8M W 53', TH IN A NW'LY DIRECTION TO THE NW COR OF LOT 36 SUPERVISOR BOWERS FAIR HAVEN PLAT

Tax Rolls

[Map this Parcel - Interactive Map](#)

[Delinquent Taxes](#)

[Map this Parcel - 2010 Aerial View Only](#)

[Drain Assessments](#)

(Silverlight is no longer supported by this website.)

Go to [Ira Township website](#)

To view any document listed below, enter the information on the [Property Records Search](#) or contact the [Registrar of Deeds](#) with the document references.

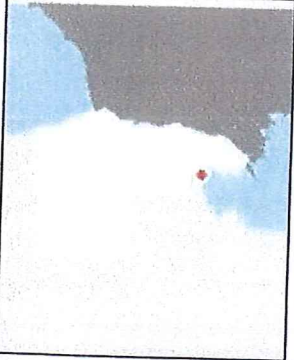
Sale Date	Sale Price	Type	Grantor	Grantee	Liber Page
4/20/2010	\$54,900	WD	WETTER MARIE MARGARET ESTATE	FERGUSON DOUGLAS A	4041:220

Some of the tax parcel data may only be downloaded once a year. Tax parcel data should be verified by the local assessing officer. ST. CLAIR COUNTY DOES NOT AND CANNOT WARRANT THE PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER USE WHETHER EXPRESSED OR IMPLIED FOR THE DATA. In no event shall St. Clair County become liable to users of this data, or any other party, for any lost profits, lost savings, or any loss whether it is direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.



SCC Information Technology Free Online Research Tools: Free-Printed Map

...printed from the St. Clair County GeoCortex Suite of FREE Public Sites: <http://maps.stclaircounty.org>; visit <http://gis.stclaircounty.org> for details.



Legend

Road Labels

Major Road Lines

- Freeway
- Freeway Ramp
- Highway
- Major Arterial
- Minor Arterial
- Unnamed Roads

Municipal Boundaries

Best Known with Splits for 202

Tax Parcel Labels

Parcels: Tax Year 2022

TaxID Prefix Groupings

Michigan_imagery_public

Notes

This map was automatically generated using Geocortex Essentials, maintained by SCC Information Technology, with continued support of your elected County Commissioners.



This map is a user generated static output from a free Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

188.1 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© St Clair County Information Technology: Latitude Geographics Group Ltd.

1: 1,128

MLS Beds	Full Baths	Half Baths	Sale Price	Sale Date
2	N/A	N/A	\$54,900	04/20/2010
MLS Sq Ft	Lot Sq Ft	Yr Built	Type	
1,275	31,799	N/A	SFR	

OWNER INFORMATION

Owner Name	Fergusson Douglas A	Taxpayer Zip	48023
Tax Billing Address	9066 Dixie Hwy	Taxpayer Address ZIP + 4 Code	2408
Taxpayer Address City & State	Ira, MI	Owner Occupied	Yes

LOCATION INFORMATION

School District	Algonac	Township	03N
Subdivision	Suprvrs Bowers Fair Haven	Section	15
Census Tract	6501.00	Range	15E
Census Block Group	3	Lot	36
Property Zip Code	48023	Flood Zone Code	VE
Zip + 4	2408	Flood Zone Panel	26147C0491E
Property Carrier Route	R002	Flood Zone Date	07/19/2022
City/Village/Township	Ira Twp		

TAX INFORMATION

Property ID	23-640-0045-001	Prior Winter Tax Year	2021
Parcel ID	236400045001	Prior Year Winter Tax	\$179
Assessment Year	2022	Prior Year Tax Amount	\$179

Legal Description
 LOT 36 AND THAT PART OF LOT 4
 0 DESC AS: BEG N0D 15M 40S W
 165.20' FROM NWLY COR OF LOT
 36, TH N 89D 44M 20S E 100' TH S
 0D 15M 40S E 173.56' TH N 55D 37
 M W 12.55' TH S 14D 8M W 53' TH
 IN A NWLY DIRECTION TO THE N
 W COR OF LOT 36 SUPERVISOR B
 OWERS FAIR HAVEN PLAT

Homestead Percent 100%

ASSESSMENT & TAX

Tax Year		Total Tax			
2020		\$173			
2021		\$179			
Period	Tax Year	Tax Amount	Change (\$)	Change (%)	Administrative Fee
Winter	2021	\$179			
TOTAL		\$179			

Period	Ad Valorem Tax
Winter	
TOTAL	

CHARACTERISTICS

Acres	0.73	Stories	MLS: 1.5
Lot Area	31,799	Bedrooms	MLS: 2
Basement Type	MLS: Basement	Garage Capacity	MLS: 2
Finished Living Sq Ft	MLS: 1,275	Land Use - CoreLogic	SFR
Year Built	MLS: 1840	Property Category	Rs

SELL SCORE

Rating	Low	Value As Of	2023-02-26 04:37:30
Sell Score	447		

LISTING INFORMATION

MLS Listing Number	387864	MLS List Price	\$109,900
MLS Status	Expired	MLS Original Price	\$124,900
MLS Status Date	07/16/2010	MLS List. Agent	31067-Vicki Randall

MLS List Date

07/15/2009

MLS List. Office

COLDWELL BANKER PROFESSIONALS YALE

MLS Number

283662

MLS Status

Closed

MLS List Date

07/15/2009

MLS List Price

\$59,900

MLS Orig Price

\$69,900

MLS Close Date

04/20/2010

MLS Sold Price

\$54,900

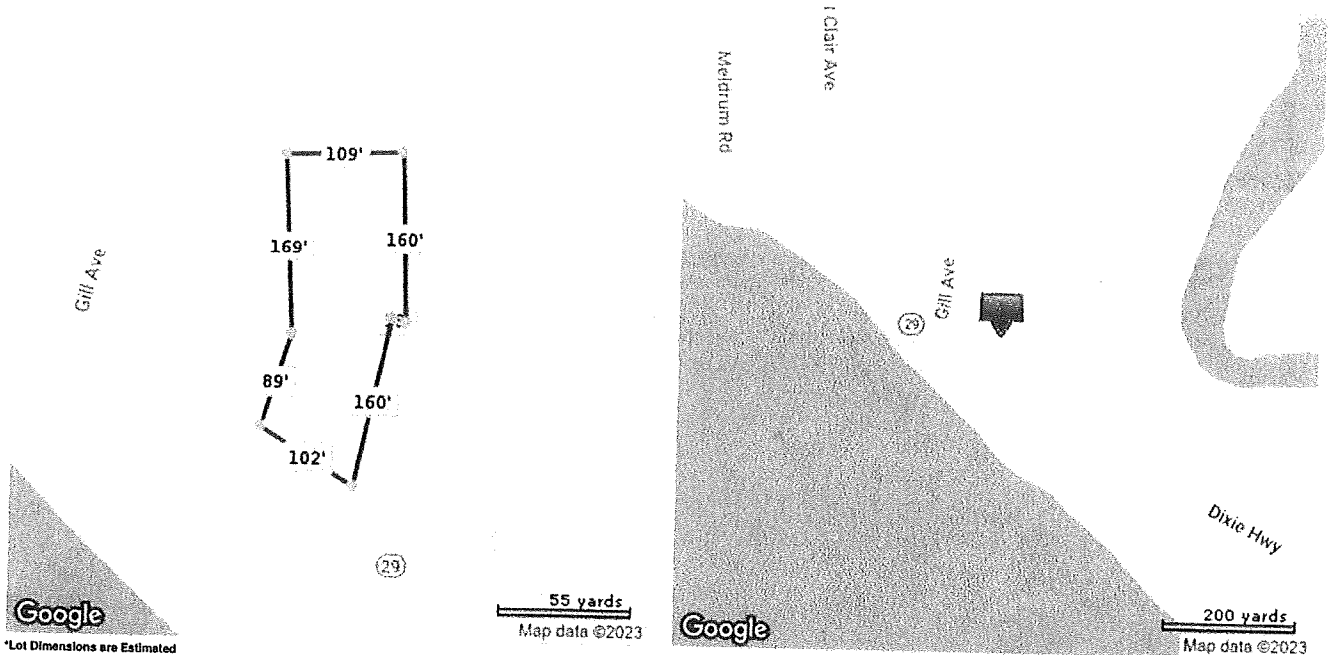
LAST MARKET SALE & SALES HISTORY

Recording Date	04/27/2010	Deed Type	Warranty Deed
Document Date	04/20/2010	Owner Name	Fergusson Douglas A
Sale Price	\$54,900	Grantor	Wetter Marie M
Liber/Page	4041-220	Title Company	Maritime Title
Recording Date	04/27/2010		
Sale/Settlement Date	04/20/2010		12/09/2009
Sale Price	\$54,900		12/05/2009
Grantee	Fergusson Douglas A		\$10,000
Seller Name	Wetter Marie M		Presbey Irene Trust
Document Number	4041-220		Wetter Marie M
Deed Type	Warranty Deed		4006-654
			Warranty Deed

MORTGAGE HISTORY

Mortgage Date	05/14/2014	12/06/2013	08/16/2011	10/06/2010
Mortgage Amount	\$75,000	\$41,000	\$42,500	\$46,000
Mortgage Lender	Huntington Nat'l Bk	Huntington Nat'l Bk	Rbs Citizens Na	Rbs Citizens Na
Mortgage Code	Conventional	Conventional	Conventional	Conventional
Mortgage Type	Refi	Refi	Refi	Refi
Borrower Name	Fergusson Douglas A	Fergusson Douglas A	Fergusson Douglas A	Fergusson Douglas A

PROPERTY MAP



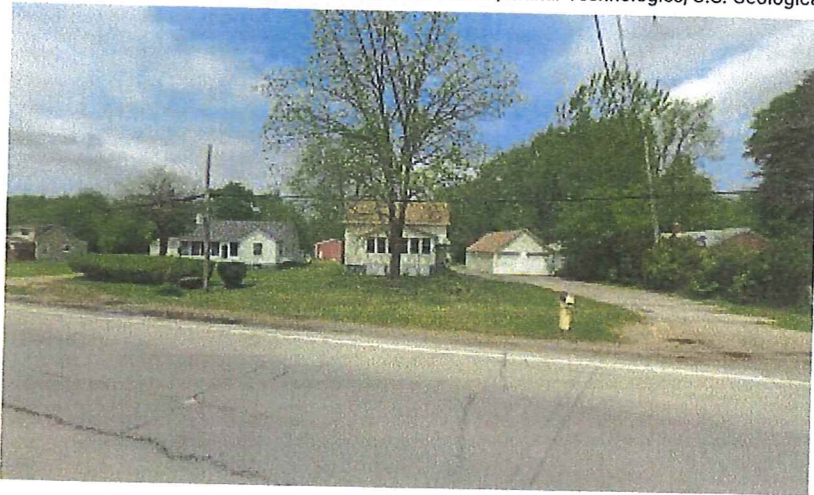
*Lot Dimensions are Estimated

55 yards
Map data ©2023

200 yards
Map data ©2023



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft



9066 Dixie Hwy

Building



Directions



Save



Nearby



Send to
phone



Share



9066 Dixie Hwy, Ira Township, MI 48023

Photos