

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

City of Detroit, Michigan

Chapter 9
13-53846-swr
Judge Rhodes

Debtor(s)

_____/

**MOTION FOR RELIEF FROM AUTOMATIC STAY & TO WAIVE
THE PROVISIONS OF F.R.B.P.4001(a)(3) AS TO U.S. BANK
NATIONAL ASSOCIATION AS SERVICER FOR MICHIGAN
STATE HOUSING DEVELOPMENT AUTHORITY**

NOW COMES U.S. Bank National Association as servicer for Michigan State Housing Development Authority, Movant, through its authorized attorney SCHNIEDERMAN AND SHERMAN PC, and respectfully represents to the Court as follows:

1. That Movant is the holder of a mortgage on separate and distinct parcels of property commonly known as 18816 HEALY, DETROIT, MI 48234, (hereinafter "Property 1") and 1303 18TH STREET, DETROIT, MI 48216 (hereinafter "Property 2"). Property 1 redacted documents: Recorded Mortgage, Assignment, and Note attached as **Exhibits B, C, and D** respectively. Property 2 redacted documents: Recorded Mortgage, Assignment, and Note attached as **Exhibits E, F, and G respectively;**

2. That the Debtor filed the instant case on July 18, 2013;
3. That pursuant to 11 U.S.C. § 362(d)(1), upon the request of a party in interest, the court shall grant relief from the Stay enforced pursuant to 11 U.S.C. § 362(a) for cause, including lack of adequate protection of such party in interest;
4. That pursuant to 11 U.S.C. § 362(d)(2), upon the request of a party in interest, the court shall grant relief from the Stay enforced pursuant to 11 U.S.C. § 362(a) if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization;
5. That pursuant to 11 U.S.C. § 922(b), 11 U.S.C. § 362(d)(1) applies to the Stay provided by 11 U.S.C. § 922(a), therefore, upon the request of a party in interest, the court shall grant relief from the Stay enforced pursuant to 11 U.S.C. § 922(a) for cause, including lack of adequate protection of such party in interest.
6. That pursuant to 11 U.S.C. § 922(b), 11 U.S.C. § 362(d)(2) applies to the Stay provided by 11 U.S.C. § 922(a). Therefore, upon the request of a party in interest, the court shall grant relief from the Stay enforced pursuant to 11 U.S.C. § 922(a) if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization;

7. That pursuant to paragraph 4 of this Court's Order Pursuant to Section 105(a) of the Bankruptcy Code Extending the Chapter 9 Stay to Certain (A) State Entities, (B) Non Officer Employees and (C) Agents and Representatives of the Debtor entered July 25, 2013 at Docket Number 166, this Motion is proper pursuant to 11 U.S.C. § 362(d)-(g).

8. That the Debtor is the holder of mortgages on Property 1 and Property 2 that are junior in priority to those of Movant. Property 1 redacted documents: Mortgage and Assignment attached as **Exhibits H and I** respectively. Property 2 redacted documents: Mortgage attached as **Exhibit J**;

9. That as a result of the default in payments under the promissory notes held by Movant, a material default has occurred, which is prejudicial to Movant's rights; that Mortgagor 1 for property 1 is due for the June 1, 2013 installment payment, and subsequent installments; that Mortgagor 2 for property 2 is due for the January 1, 2013 installment payment, and subsequent installments;

10. Due to the default referenced in paragraph 9, Movant seeks to begin foreclosure by advertisement of the mortgages held by Movant pursuant to the relevant Michigan statutes, but is currently stayed from

proceeding to do so due to the liens held by the City referenced in paragraph 8.

11. That the total indebtedness owed to Movant relating to Property 1, including accrued interest, escrow, and attorney fees is approximately \$35,668.76;

12. That the fair market value of Property 1 is estimated to be \$25,410.00, as indicated by the State Equalized Value; that additional lien(s) exist and are as follows: \$1,983.00 held by the City of Detroit, that upon review of this matter, to the best of the Movant's knowledge and belief, there are no other lien holders with respect to the subject property. State Equalized Value attached as **Exhibit K**;

13. That the total indebtedness owed to Movant relating to Property 2, including accrued interest, escrow, and attorney fees is approximately \$56,773.57;

14. That the fair market value of Property 2 is estimated to be \$38,858.00, as indicated by the State Equalized Value; that additional lien(s) exist and are as follows: \$3,410.00 held by the City of Detroit, that upon review of this matter, to the best of the Movant's knowledge and belief, there are no other lien holders with respect to the subject property. State Equalized Value attached as **Exhibit L**;

15. That said properties are of no value to the bankruptcy estate; that Debtor has no equity in the subject properties and that Movant lacks adequate protection;

16. That Movant is not seeking a monetary award by filing this Motion;

17. That Movant is entitled to the relief sought pursuant to 11 U.S.C. § 361; 11 U.S.C. § 362; 11 U.S.C. § 922; and this Honorable Court's Order Pursuant to Section 105(a) of the Bankruptcy Code Extending the Chapter 9 Stay to Certain (A) State Entities, (B) Non Officer Employees and (C) Agents and Representatives of the Debtor entered July 25, 2013 at Docket Number 166.

WHEREFORE, Movant requests that it be granted immediate relief from the Automatic Stay as regards the aforementioned Properties; that Movant be permitted to enforce its contractual rights pursuant to state law; that F.R.B.P.4001 (a)(3), which provides that the Automatic Stay shall remain in effect for a period of ten days from date of an Order Granting a Motion for Relief from Stay, be waived.

SCHNEIDERMAN & SHERMAN, P.C.

Date:10/07/13

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for U.S. Bank National
Association as servicer for Michigan
State Housing Development
Authority
23938 Research Drive, Suite 300
Farmington Hills, MI 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

City of Detroit, Michigan

Chapter 9
13-53846-swr
Judge Rhodes

Debtor(s)
_____ /

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY &
WAIVING THE PROVISIONS OF F.R.B.P.4001(a)(3) AS TO U.S.
BANK NATIONAL ASSOCIATION AS SERVICER FOR MICHIGAN
STATE HOUSING DEVELOPMENT AUTHORITY**

This matter having come before this Court on the Motion of U.S. Bank National Association as servicer for Michigan State Housing Development Authority ("Creditor"), by and through its attorneys, Schneiderman & Sherman, P.C., for relief from the Automatic Stay; all parties to said Motion having been served with a copy of Creditor's Motion and proposed Order:

IT IS HEREBY ORDERED that the Automatic Stay is terminated to allow Creditor, its successors or assigns to foreclose on the property known as 18816 HEALY, DETROIT, MI 48234, legal description LOT 124, O'CONNOR'S SUBDIVISION, AS RECORDED IN LIBER 33, PAGE 61, OF PLATS, WAYNE COUNTY RECORDS, for the reasons set forth in Creditor's Motion; that Creditor is permitted to dispose of the property in accordance with the terms of its note and security agreement and in accordance with federal and state law; that F.R.B.P.4001(a)(3), is waived; that this order shall be served on the Debtor and all others with an interest in the subject property. This order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

IT IS FURTHER ORDERED that the Automatic Stay is terminated to allow Creditor, its successors or assigns to foreclose on the property known as 1303 18TH STREET, DETROIT, MI 48216, legal description LOT 127 OF PLAT OF SUBDIVISION OF PART OF PRIVATE CLAIM 473, KNOWN AS STANTON FARM, IN DEED, LIBER 47, PAGES 558 AND 559 OF PLATS WAYNE COUNTY RECORDS, for the reasons set forth in Creditor's Motion; that Creditor is permitted to dispose of the property in accordance with the terms of its note and security agreement and in accordance with federal and state law; that F.R.B.P.4001(a)(3), is waived; that this order shall be served on the Debtor and all others with an interest in the subject property. This order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

City of Detroit, Michigan

Chapter 9
13-53846-swr
Judge Rhodes

STATE OF MICHIGAN
COUNTY OF OAKLAND

PROOF OF SERVICE

I hereby certify that on the 7th day of October, 2013, I electronically filed the foregoing Motion for Relief from Stay, Notice of Motion, and Proposed Order with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Eric D. Carlson
150 West Jefferson
Suite 2500
Detroit, MI 48226

Bruce Bennett
555 S. Flower St.
50th Floor
Los Angeles, CA 90071

Jonathan S. Green
150 W. Jefferson
Ste. 2500
Detroit, MI 48226

David Gilbert Heiman
901 Lakeside Avenue
Cleveland, OH 44114

Robert S. Hertzberg
4000 Town Center
Suite 1800
Southfield, MI 48075-1505

Deborah Kovsky-Apap
Pepper Hamilton LLP
4000 Town Center
Suite 1800
Southfield, MI 48075

Kay Standridge Kress
4000 Town Center
Southfield, MI 48075-1505

Stephen S. LaPlante
150 W. Jefferson Ave.
Suite 2500
Detroit, MI 48226

Heather Lennox
222 East 41st Street

Marc N. Swanson

New York, NY 10017

150 W. Jefferson
Suite 2500
Detroit, MI 48226

And I hereby certify that I have mailed by United States Postal Service the Motion for Relief from Stay, Notice of Motion, and Proposed Order to the following non-ECF participants:

WAYNE COUNTY TREASURER	Resident
400 Monroe	18816 Healy
Fifth Floor	Detroit, MI 48234
Detroit, MI 48226	

City of Detroit	Resident
2 Woodward Ave.	1303 18 th Street
Suite 1126	Detroit, MI 48216
Detroit, MI 48226	

Execution on: 10/07/13

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for U.S. Bank National
Association as servicer for Michigan
State Housing Development
Authority
23938 Research Drive, Suite 300
Farmington Hills, MI 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

City of Detroit, Michigan
2 Woodward Avenue
Suite 1126
Detroit, MI 48226

Chapter 9
13-53846-swr
Judge Rhodes

Debtor(s)

_____ /

NOTICE OF MOTION

U.S. Bank National Association as servicer for Michigan State
Housing Development Authority, by and through its attorneys, filed papers
with the Court to obtain relief from the Automatic Stay.

**Your rights may be affected. You should read these papers
carefully and discuss them with your attorney, if you have one in this
bankruptcy case. (If you do not have an attorney, you may wish to
consult one.)**

If you do not want the Court to grant the relief requested, or if you
want the Court to consider your views on the motion, within fourteen (14)
days after service, you or your attorney must file and serve a response which
complies with F.R. Civ. P.8 (b) (c) and (e) and that if such a response is not

timely filed and served, the Court may grant the motion without a hearing in a form consistent with the form notice available from the clerk:

1. File with the Court a written response or an answer, explaining your position at:

U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
211 W. FORT STREET
DETROIT, MI 48226

If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above;

You must also mail a copy to:

SCHNEIDERMAN & SHERMAN, P.C.
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335

Marion Mack
17515 W. 9 Mile Road
Suite # 420
Southfield,, MI 48075

2. If a response or an answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing;

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion or objection, and may enter an order granting that relief.

SCHNEIDERMAN & SHERMAN, P.C.

Date:10/07/13

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for U.S. Bank National
Association as servicer for Michigan
State Housing Development
Authority
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-539-7400

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5/13/2000

F.E. Youngblood, W.C. Rod Rodchunik

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30, 1998
The mortgagor is

18816 HEALY
DETROIT, MI 48234

whose address is

DMR FINANCIAL SERVICES, INC., A MICHIGAN CORPORATION
which is organized and existing under the laws of MICHIGAN
33045 HAMILTON COURT WEST, STE 100
FARMINGTON HILLS, MI 48334

("Borrower"). This Security Instrument is given to

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

FORTY THOUSAND THREE HUNDRED EIGHTY EIGHT AND NO/100
Dollars (U.S. \$ 40,388.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
OCTOBER 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, warrant, grant and convey to Lender, with power of sale, the following described property located in

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF WAYNE County, Michigan:
MICHIGAN AND IS DESCRIBED AS FOLLOWS:
LOT 124, O'CONNOR'S SUBDIVISION, AS RECORDED IN LIBER 33, PAGE 61,
OF PLATS, WAYNE COUNTY RECORDS.

ITEM NO. 17650 WARD 13

\$40.00 MORTGAGE
RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #103200

which has the address of 18816 HEALY, DETROIT
Michigan 48234 ("Property Address");
[Street] [City]
[Zip Code]

FHA MICHIGAN MORTGAGE

ITEM 6551L1 (9702)
MFM13212 - 06/97

(Page 1 of 6 pages)

6/96
GREATLAND
To Order Call: 1-800-630-5393 Fax 616-751-1131

\$4.00 REMUNERATION

RE-RECORD TO SHOW CORRECTION ON FHA CASE NO.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
- Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
- All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within
- from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to
- from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:
- Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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ITEM 85511.4 (9702)

(Page 4 of 6 pages)

To Draw

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

MFMI3212 - 06/97
ITEM 656115 (0702)

(Page 5 of 6 pages)

To Order Call:

(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Signature Redacted

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

DEV 122 12/94

00121 345 NOV 16 2000

RE-RECORD

Liber-30218 Page-4192.0
 99316487 5/14/1999 04:03PM
 F.E. Youngblood, Wayne Co. Register of Deeds

Liber-32754

Page-214

200306485 11/16/2000

F.E. Youngblood, W.C. Rod RDR0PDU

9950662 MAY 18 1999

RE-RECORD

ASSIGNMENT OF MORTGAGE

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
 401 S. Washington Square, P.O. Box 30044
 Lansing, MI 48909

LOT 124, O'CONNOR'S SUBDIVISION,
 AS RECORDED IN LIBER 33, PAGE 61,
 OF PLATS WAYNE COUNTY RECORDS.

This form is issued under authority of Act 346 P.A.
 1966. Execution of this form is required. Failure to
 execute this form may result in the denial of a
 mortgage loan by the Michigan State Housing
 Development Authority.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned for and in consideration of the sum of
 FORTY THOUSAND THREE HUNDRED EIGHTY EIGHT (\$ 40,388.00)
 Dollars, lawful money of the United States of America, to it in hand paid by the Michigan State Housing
 Development Authority, a public body corporate and politic of the State of Michigan, whose address is 401
 South Washington Square, Lansing, Michigan 48909 (hereafter referred to as the "Assignee"), the receipt
 whereof is hereby acknowledged, has sold, assigned and transferred, and hereby does sell, assign and transfer
 to the said Assignee, all its right, title and interest in and to a certain real estate mortgage, dated the
 30th day of SEPTEMBER in the year 1998 made by

to DMR FINANCIAL SERVICES, INC.

and recorded in the office of the Register of Deeds for the County of WAYNE
 State of Michigan, in Liber 30061 on Page 4100 *, together with the
 mortgage note to which the same is collateral. Dated this 30th day of SEPTEMBER
 1998

* Rerecorded in
 Liber 31750 Pg 3

Signed in the presence of:

DMR FINANCIAL SERVICES, INC.

Colleen Miner
 COLLEEN MINER

By:

Lisa L. Mahony
 LISA L. MAHONY

Its:

ASSISTANT SECRETARY

Yolanda Madison
 YOLANDA MADISON

STATE OF MICHIGAN
 County of OAKLAND

)
) ss.

On this 30th day of SEPTEMBER, 1998, before me appeared

to me personally known, who, being by me duly sworn, did say that LISA L. MAHONY

is the ASSISTANT SECRETARY

of the DMR FINANCIAL SERVICES, INC.
 and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of
 Directors, and
 acknowledged said instrument to be the free act and deed of said corporation

My Commission Expires:

Notary Public
 Notary Public

LISA L. WHITNEY

Notary Public, Wayne County, MI
 My Commission Expires Jan. 1, 2001
 After Recording Return To:

Drafted By: YOLANDA MADISON

DMR FINANCIAL SERVICES, INC
 33045 HAMILTON COURT WEST STE 100
 FARMINGTON HILLS, MI 48334

MVB MORTGAGE CORP.
 24315 NORTHWESTERN HWY
 SOUTHFIELD, MI 48075

VMP -100(MI) (9701)

Dev 102 7/84
 Amended 5/96

VMP MORTGAGE FORMS - (800)521-7291
 Printed on Recycled Paper



NOTE

SEPTEMBER 30, 1998
[Date]

18816 HEALY
DETROIT, MI 48234

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means DMR FINANCIAL SERVICES, INC.
A MICHIGAN CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FORTY THOUSAND THREE HUNDRED EIGHTY EIGHT AND NO/100 Dollars (U.S. \$ 40,388.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND SIX TENTHS percent (6.6000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on NOVEMBER 1, 1998 . Any principal and interest remaining on the first day of OCTOBER, 2028 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P O BOX 55000
DETROIT, MI 48255-1288

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 257.95 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

ITEM 6432L1 (9606R)

(Page 1 of 3 pages)

MFCD3001 - 08/97

6/96

GREATLAND ■
To Order Call: 1-800-630-9393 □ Fax 616-791-1131

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.0000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this
Note

Signature Redacted

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]


ITEM 6432L3 (9806R)
MFCD3001 - 08/97

(Page 3 of 3 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax 616-791-1131

PAY TO THE ORDER OF
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

WELLS FARGO
FINANCIAL SERVICES, INC


SUZANNE C. AL-FARRAJ
ASSISTANT VICE PRESIDENT

800051842 MAY 23 2000

Liber-31686 Page-1042
200166406 5/23/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDHOLKAY

First Title Corporation

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 8, 2000
The mortgagor is

whose address is

1303 18TH STREET
DETROIT, MI 48216

("Borrower"). This Security Instrument is given to

DMR FINANCIAL SERVICES, INC., A MICHIGAN CORPORATION
which is organized and existing under the laws of MICHIGAN

, and whose address is

33045 HAMILTON COURT WEST, STE 100
FARMINGTON HILLS, MI 48334

("Lender"). Borrower owes Lender the principal sum of

SIXTY NINE THOUSAND FIVE HUNDRED NINETY SEVEN AND NO/100
Dollars (U.S. \$ 69,597.00). This debt is evidenced by Borrower's note dated the same date as this Security

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
APRIL 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,
warrant, grant and convey to Lender, with power of sale, the following described property located in

WAYNE

County, Michigan:

LOT 127 OF PLAT OF SUBDIVISION OF PART OF PRIVATE CLAIM 473, KNOWN
AS STANTON FARM, IN DEED, LIBER 47, PAGES 558 AND 559 OF PLATS WAYNE
COUNTY RECORDS.

CKA: 1303 18TH STREET, ALSO KNOWN AS: 1309 18TH STREET.

TAX ID# 7996-7

which has the address of 1303 18TH STREET, DETROIT
[Street]

[City]

Michigan

48216
[Zip Code]

("Property Address");

FHA MICHIGAN MORTGAGE

6/96

MFMI3212 - 11/97
ITEM 6651L1 (9707)

(Page 1 of 6 pages)

GREATLAND ■
To Order Call: 1-800-539-9393 Fax 816-791-1131

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any

delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to

2 MONTHS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

MPM13212 - 11/97
ITEM 6651L4 (8707)

(Page 4 of 6 pages)

GREATLAND ■
To Order Call: 1-800-333-8333 Fax 616-791-1131

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence,

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower.

20. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Growing Equity Rider
<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Rehabilitation Loan Rider
<input type="checkbox"/> Non-Owner Occupancy Rider	<input checked="" type="checkbox"/> Other [Specify]	TAX EXEMPT FINANCING

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signature Redacted

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Witness:

Witness:

STATE OF MICHIGAN,

County ss:

The foregoing instrument was acknowledged before me this
by

MARCH 8, 2000

[person acknowledging]

My Commission expires:

Notary Public,

County, Michigan.

This instrument was prepared by:

Yolanda Madison
DMR Financial Services, Inc.
33045 Hamilton Court West Suite 100
Farmington Hills, MI 48334

BRYAN MELVIN III
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. FEB. 5, 2001

Record And Return To:
DMR Financial Services Inc.
P.O. Box 2058
Farmington Hills, MI 48334-0208

MFMI3212 - 11/97

3500449685

ITEM 6551L6 (0707)

(Page 6 of 6 pages)

GREATLAND ■
To Order Call: 1-800-530-4393 □ Fax 616-791-1131

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY TAX-EXEMPT FINANCING RIDER

THIS TAX-EXEMPT FINANCING RIDER is made this 8th day of MARCH 2000 ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of
Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to
secure Borrower's Note ("Note") to DMR FINANCIAL SERVICES INC.,
33045 HAMILTON COURT WEST
FARMINGTON HILLS MI 48334
("Lender") of the same date and covering the property described in the Security Instrument and located at:

1303 18th STREET DETROIT MI 48216
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further
covenant and agree to amend paragraph 9 of the Security Instrument, entitled "Grounds for Acceleration
of Debt" by adding additional grounds for acceleration as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for
assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may
require immediate payment in full of all sums secured by this Security Instrument if:

(a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or
other transferee:

(i) Who cannot reasonably be expected to occupy the property as a principal
residence within a reasonable time after the sale or transfer, all as provided in Section
143(c) and (i)(2) of the Internal Revenue Code; or

(ii) Who has had a present ownership interest in a principal residence during any
part of the three-year period ending on the date of the sale or transfer, all as provided
in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent"
shall be substituted for "95 percent or more" where the latter appears in Section
143(d)(1)); or


(iii) At an acquisition cost which is greater than 90 percent of the average area
purchase price (greater than 110 percent for targeted area residences), all as provided
in Section 143(e) and (i)(2) of the Internal Revenue Code; or

(iv) Whose family income exceeds that established by the Michigan State Housing
Development Authority under its applicable Act and Rules in effect on the date of the
sale or transfer; or


(b) Borrower fails to occupy the property described in the Security Instrument without prior
written consent of Lender or its successors or assigns described at the beginning of this
Tax-Exempt Financing Rider, or

MSHDA-FHA Tax-Exempt Financing Rider

DEV 122 12/94
Previous Editions Obsolete

 -952H(MI) (9701)

VMP MORTGAGE FORMS - (800)521-7291

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(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Signature Redacted

(Seal)
Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DEV 122 12/94

201032985 MAR 21 2001

ASSIGNMENT OF MORTGAGE

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
401 S. Washington Square, P.O. Box 30044
Lansing, MI 48909

This form is issued under authority of Act 346 P.A. 1966. Execution of this form is required. Failure to execute this form may result in the denial of a mortgage loan by the Michigan State Housing Development Authority.

LOT 127 OF PLAT OF SUBDIVISION OF PART OF
PRIVATE CLAIM 473, KNOWN AS STANTON FARM,
IN DEED, LIBER 47, PAGES 558-AND 559 OF PLATS
WAYNE COUNTY RECORDS.

WARD 10 ITEM 067996-7

KNOW ALL MEN BY THESE PRESENTS, That the undersigned for and in consideration of the sum of
SIXTY NINE THOUSAND FIVE HUNDRED NINETY SEVEN AND 00/100 69,597.00)
Dollars, lawful money of the United States of America, to it in hand paid by the Michigan State Housing
Development Authority, a public body corporate and politic of the State of Michigan, whose address is 401
South Washington Square, Lansing, Michigan 48909 (hereafter referred to as the "Assignee"), the receipt
whereof is hereby acknowledged, has sold, assigned and transferred, and hereby does sell, assign and transfer
to the said Assignee, all its right, title and interest in and to a certain real estate mortgage, dated the
8TH day of MARCH in the year 2000 made by

to DMR FINANCIAL SERVICES, INC A MICHIGAN CORPORATION
and recorded in the office of the Register of Deeds for the County of WAYNE
State of Michigan, in Liber 31686 on Page 1042, together with the
mortgage note to which the same is collateral. Dated this 8TH day of MARCH
2000

Signed in the presence of:

Kathryn E. Buckner
KATHRYN E. BUCKNER
Barbara Degregory
BARBARA DEGREGORY

DMR FINANCIAL SERVICES, INC
A MICHIGAN CORPORATION
By: Lisa L. Mahony
LISA L. MAHONY
ASSISTANT SECRETARY
Its: _____

STATE OF MICHIGAN)
County of OAKLAND) ss.

On this 8TH day of MARCH, 2000, before me appeared
LISA L. MAHONY
to me personally known, who, being by me duly sworn, did say that SHE

is the ASSISTANT SECRETARY
of the DMR FINANCIAL SERVICES, INC. A MICHIGAN CORPORATION
and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of
Directors, and SHE
acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

Nina L. [Signature]
Notary Public, Wayne County, MI
My Commission Expires County: Michigan

Drafted By:
KATIE BUCKNER
DMR FINANCIAL SERVICES, INC.
33045 HAMILTON COURT WEST STE 100
FARMINGTON HILLS, MI 48334

After Recording Return To:

MVB MORTGAGE CORP.
24315 NORTHWESTERN HWY
SOUTHFIELD, MI 48075



NOTE

MARCH 8, 2000
[Date]

1303 18TH STREET
DETROIT, MI 48216

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means DMR FINANCIAL SERVICES, INC.
A MICHIGAN CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIXTY NINE THOUSAND FIVE HUNDRED NINETY SEVEN AND NO/100 Dollars (U.S. \$ 69,597.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE AND ONE HALF percent (5.5000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on MAY 1, 2000 . Any principal and interest remaining on the first day of APRIL, 2030 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P O BOX 55000
DETROIT, MI 48255-1288

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 395.17 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

6/96

ITEM 6432L1 (9606R)

(Page 1 of 3 pages)

GREATLAND ■
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MFCD3001 - 06/98

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.00 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.

Signature Redacted

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

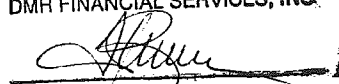
ITEM 6432L3 (9606R)
MPCD3001 - 06/98

(Page 3 of 3 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax 616-791-1131

PAY TO THE ORDER OF

Michigan State Housing Development Authority
WITHOUT RECOURSE
DMR FINANCIAL SERVICES, INC.



THERESA A. ROMANOWSKI
ASSISTANT VICE PRESIDENT

④ 00024925 MAR 19 2000

RE-RECORD

Liber-31305 Page-161
200085830 3/13/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDF0XB0B

HOME DOWN PAYMENT ASSISTANCE MORTGAGE

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
P.O. Box 30044
Lansing, MI 48909THIS MORTGAGE, made and entered into this 30th day of SEPTEMBER, 1998
between

whose address is 18504 BUFFALO DETROIT, MI 48234

(herein referred to as the "Mortgagor"), and Michigan State Housing Development Authority, whose
address is 401 S. Washington Square, P.O. Box 30044, Lansing, Michigan 48909 (hereinafter referred to
as the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor, for itself, its successors and assigns, is acquiring the property described
in this Mortgage pursuant to the HOME Down Payment Assistance Program for the purpose of acquiring
the Mortgagor's principal place of residence; andWHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of
ONE THOUSAND NINE HUNDRED EIGHTY THREE AND NO/100 (\$ 1,983.00)Dollars, evidenced by its Mortgage Note made SEPTEMBER 30, 1998
(hereinafter referred to as the "Note"). Said Note and all of its terms are incorporated herein by reference
and this Mortgage shall secure any and all extension thereof, however evidenced.

VMP-269(MI) (8705)

Printed on Recycled Paper

Initials: *AV*

VMP MORTGAGE FORMS - (800)521-7291 Page 1 of 4



Liber-31305 Page-162

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of such principal sum of money and the performance of the covenants and agreements herein contained does by these presents, MORTGAGE AND WARRANT unto the Mortgagee, its successors or assigns, the lands, premises and property situated in the CITY of DETROIT, County of WAYNE, and State of Michigan, described as follows, to wit:

LOT 124, O'CONNOR'S SUBDIVISION, AS RECORDED IN LIBER 33, PAGE 61, OF PLATS, WAYNE COUNTY RECORDS.

COMMONLY KNOWN AS: 18816 HEALY
ITEM NO. 17650 WARD 13

TOGETHER with the privileges and appurtenances to the same belonging and all of the rents, issues, and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above-mortgaged premises, together with the appurtenances thereunto appertaining unto the said Mortgagee forever, provided that if the Mortgagor shall pay the principal and all interest as provided in the Note executed by the Mortgagor to the Mortgagee and shall pay all other sums hereinafter provided for, and shall keep and perform all of the covenants herein contained, then this Mortgage and the Note shall be null and void; otherwise to remain in full effect.

AND the Mortgagor hereby covenants as follows:

1. The Mortgagor will pay the Note at the times and in the manner provided therein.
2. The Mortgagor will not permit or suffer the use of the property for which this Mortgage is given for any purpose other than Mortgagor's principal place of residence; nor will it permit or suffer alteration of or addition to any structure upon said property without the prior written consent of the Mortgagee.
3. The Mortgagor will pay before the same become delinquent or subject to interest or penalties, all taxes, assessments, water rates, and all other charges and encumbrances which now are or shall hereafter be or appear to be a lien upon the said premises or any part thereof (unless otherwise agreed to in writing), and that in default thereof, the Mortgagee may, without demand or notice, pay the said taxes, assessments, charges or encumbrances, and pay such sum of money as the Mortgagee may deem to be necessary therefor, and shall be the sole judge of the legality or validity thereof and of the amount necessary to be paid in satisfaction thereof.
4. The Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies as may be stipulated by the Mortgagee, unless otherwise agreed in writing.

Page 2 of 4

Initials: 

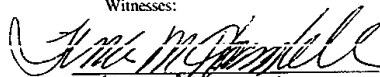
VAND-269(MI) (9705)

Liber-31305 Page-164

12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed as of the day and year first above written.

Witnesses:


Tina M. Hambleton

Signature Redacted

-Mortgagor

-Mortgagor

-Mortgagor


-Mortgagor

Property Address: 18816 HEALY DETROIT, MI 48234

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 30th day of
SEPTEMBER 1998 by

TINA M. HAMBLETON
Notary Public, Macomb County, MI
My Commission Expires Dec. 17, 1998


Notary Public in and for the County
State of Michigan

My Commission Expires:

Drafted by and when Recorded,
Return to:

Colleen L. Miner
DMR Financial Services, Inc.
33045 Hamilton Court West Suite 100
Farmington Hills, MI 48334

Record And Return To:
DMR Financial Services, Inc.
P.O. Box 2058
Farmington Hills, MI 48333-2058

1105235 AUG 07 2001

Liber-34457 Page-1126
 201370851 8/07/2001
 Bernard J. Youngblood, Wayne Co. Register of Deeds

ASSIGNMENT OF DOWN PAYMENT ASSISTANCE MORTGAGE


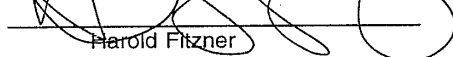
MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic of the State of Michigan, whose address is 401 S. Washington Sq., Lansing, MI 48933, for and in consideration of One Thousand Nine Hundred Eighty Three and 00/100 (\$1,983.00) Dollars paid to it by the City of Detroit (the "Assignee"), whose address is 65 Cadillac Sq., Ste. 1900, Detroit, MI 48226-2890, does hereby assign to the Assignee all right title and interest that the Authority has in that certain **mortgage** dated September 30, 1998, made and executed by _____ in favor of the Authority, and recorded in the Register of Deeds Office for the County of Wayne and State of Michigan, in Liber 31305, on Page 161 on **March 13, 2000**, and concerning property described as:


LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:
 LOT 124, O'CONNOR'S SUBDIVISION, AS RECORDED IN LIBER 33, PAGE 61, OF PLATS, WAYNE COUNTY RECORDS.

18816 Healy Street, Detroit, MI 48234

Dated August 01, 2001


 Connie Tycocki

 Harold Fitzner

Michigan State Housing Development Authority

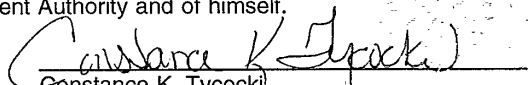
By: 
 Allan C. Dewey
 Its: Director of Single Family Housing

STATE OF MICHIGAN)
) ss.
 INGHAM COUNTY)

On this 1st day of August, 2001 before me appeared Allan C. Dewey, to me known, who being by me duly sworn, did say that he is the Director of Single Family Housing of the Michigan State Housing Development Authority, and that the within instrument was executed on behalf of said Michigan State Housing Development Authority, and said Allan C. Dewey acknowledged said instrument to be the free act and deed of said Michigan State Housing Development Authority and of himself.

Drafted by:
 Robert G. Brown
 MSHDA
 P.O. Box 30044
 Lansing, MI 48909

Return to:
 City of Detroit
 Planning & Dev. Dept
 65 Cadillac Sq. #1900
 Detroit, MI 48226-2890


 Constance K. Tycocki
 Notary Public - Clinton County, MI
 Acting in Ingham County, MI, State of Michigan
 My commission expires: 08/15/04



MAY 23 2000

Liber-31686 Page-1051
 200166412 5/23/2000
 F.E. Youngblood, Wayne Co. Register of Deeds
 RDHOLKAY

First Line Corporation

HOME DOWN PAYMENT ASSISTANCE MORTGAGE City of Detroit

THIS MORTGAGE made as of the 8th day of MARCH, 2000
 between

located at 1303 18th STREET Street, Detroit, Michigan 48216
 (hereinafter called "Mortgagor") and the CITY OF DETROIT, a Michigan municipal corporation, acting by and through its
 Planning and Development Department, having offices at 65 Cadillac Square, 19th Floor, Detroit, Michigan 48226
 (hereinafter called the "Mortgagee").

WITNESSETH, that to secure the payment of an indebtedness in the principal sum of
 THREE THOUSAND FOUR HUNDRED TEN AND NO/100 (\$ 3410.00) Dollars, receipt of which is hereby acknowledged by Mortgagor, with no interest thereon,
 which shall be payable according to the terms of a conditional payment note, bearing even date herewith (hereinafter called the
 "Note"), executed by the Mortgagor in favor of the Mortgagee, the proceeds of which are to be used to acquire, rehabilitate
 and/or improve the property hereinafter described, (hereinafter referred to as the "Project") and to further secure the
 performance of the covenants and conditions hereinafter contained in any Affordable Housing Restriction of even date
 herewith by and between the Mortgagee and Mortgagor (hereinafter called the "Affordable Housing Restriction") and the
 payment of any and all sums, indebtedness and liabilities of any and every kind to be due from the Mortgagor to the
 Mortgagee, its successors and assigns, under any other loan documents, agreements or instruments between Mortgagor and
 Mortgagee given in connection with or related to the Mortgage and the Note, the Mortgagor hereby grants, conveys and
 mortgages unto Mortgagee its successors and assigns, the premises situated in the City of Detroit, County of Wayne, State of
 Michigan and described as follows (hereinafter called the "Premises" or "Mortgaged Property"):
 LOT 127, PLAT OF SUBDIVISION OF PART OF PRIVATE CLAIM 473, STANTON FARM
 SUBDIVISION, AS RECORDED IN LIBER 47, PAGE 558 AND 559 OF DEEDS, WAYNE COUNTY

RECORDS.

TAX ID: 7996-7

COMMONLY KNOWN AS: 1303 18th STREET DETROIT, MI 48216

R MTG 18 4R 4PGS 5 MG



VMP MORTGAGE FORMS - (800)521-7291 Page 1 of 4

12/97
 Initials: [Signature]



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TOGETHER WITH:

1. all easements and rights-of-way now or hereafter used in connection therewith and all buildings, improvements and fixtures which are now or shall hereafter be placed upon or attached to the Premises;
2. all interests, estates of or other claims, both at law and in equity which Mortgagor now has or may hereafter acquire in the Premises;
3. all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;
4. any and all improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to the Premises pursuant to the Project Plans (sometimes hereinafter referred to as the "Improvements").
5. all building material and equipment by Mortgagor, now located on the Premises, or hereafter acquired, and intended to be incorporated into the building, improvements or facilities now or hereafter constructed thereon; and
6. all right, title and interest, if any, of the Mortgagor in and to any streets and roads abutting said Premises to the center lines thereof and to any strips or gorges of land therein;

The Mortgage also encumbers all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and the Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable.

The property, rights, and privileges referred to above are hereinafter collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property, together with the appurtenances thereunto belonging or in any wise appertaining, as aforesaid, unto the Mortgagee and to its successors and assigns forever.

PROVIDED always, that if the Mortgagor shall pay all obligations evidenced by the Note or set forth herein and perform all obligations under the Affordable Housing Restriction then this Mortgage and the estate hereby granted shall cease, terminate and become void.

The Mortgagor covenants and agrees:

1. To promptly pay the principal on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage and in the manner provided in the Note and in this Mortgage, and to duly perform all of its covenants, agreements and obligations herein, in the Note and in any Affordable Housing Restriction required to be performed at the time and in the manner provided in this Mortgage, the Note, and the Affordable Housing Restriction, if any;
2. To pay when due all taxes, assessments and other charges which are now or shall hereafter be a lien against the Premises, or any part thereof;
3. To keep all property covered hereby in good repair and condition, to comply properly with all laws, ordinances, regulations or requirements of any governmental authority applicable thereto, and to abstain from the commission of waste;
4. To pay any taxes or assessments levied against the Premises, and to pay all insurance premiums upon policies of insurance governing the Premises, in accordance with the terms hereof, failure to do so shall constitute waste;

5. To keep all insurable property covered hereby insured against loss by fire or other natural hazard or disaster in an amount sufficient after the payment of all prior liens, to pay the amounts secured by this Mortgage;

6. To ensure that payment of any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the Premises at foreclosure be made directly to the Mortgagee, and Mortgagee shall have the right to apply such proceeds, in such amounts and proportions as Mortgagee shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligation, whether or not the same shall then be due and payable by the primary obligor (In lieu of such application, Mortgagee shall have the right, but shall have no obligation, to require all or part of the proceeds of insurance or of any condemnation or eminent domain award to be used to restore or rebuild any part of the Premises damaged or destroyed by reason of the occurrence which gave rise to the payment of such proceeds.);

7. To ensure that improvements and/or repairs to the Premises and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority; and

8. That should Mortgagor fail to fulfill or comply with any of the covenants or conditions herein required, Mortgagee may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by Mortgagor, make repairs, effect any insurance provided for herein, cause the abstract of title and tax histories of the Premises to be certified to date or procure new abstracts of title and tax histories in case none were furnished to it and procure title reports covering the Premises, and the sums paid for any one or all of said purposes shall from the time of the payment thereof, be due, and shall constitute a further lien upon the Premises under this Mortgage. In the event of foreclosure, the abstract or abstracts of title shall become the property of Mortgagee.

1:

The Mortgagee is authorized to declare, at its option, all or part of such indebtedness immediately due and payable upon the breach of any of the conditions, covenants or terms contained herein, the Affordable Housing Restriction, if any, or the occurrence of any uncured Event of Default as that term is defined in the Note.

If an uncured Event of Default occurs, the Mortgagee, in addition to its option to declare the entire indebtedness secured hereby immediately due, then or thereafter, as it may elect, regardless of the date of maturity, is also hereby authorized and empowered to sell or cause to be sold the Premises, pursuant to state law, in a single parcel or several parcels, at the option of the Mortgagee and out of the proceeds of the sale to retain the sums due hereunder, and all costs and charges of the sale (including the attorneys' fees provided by law). The commencement of proceedings to foreclose this Mortgage in a manner authorized by law shall be deemed an exercise of the above option.

The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Premises, or of any conveyance, transfer or change in ownership of the Premises, or any part thereof. All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when sent by registered or certified mail, postage prepaid, to the respective address of the Mortgagor and Mortgagee appearing on the first page hereof.

The covenants and conditions hereof shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular numbers shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

In accordance with the Note and the Affordable Housing Restriction, if any, the Mortgagor only shall during the Period of Affordability, sell the Premises to a qualified Homebuyer, as that term is defined in the Note, and approved by the City to effectuate the purposes and goals of the Program as defined in the Note and the Affordable Housing Restriction.

Any provisions of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Capitalized words and phrases used in this Mortgage shall, unless the context requires otherwise, have the same meaning as in the Note provided, however that in the event any provisions of this Mortgage are in conflict with the provisions of the Note, the latter shall prevail as to the parties to the Note.

Libert-21686

Page 1051

Libert-31686

Page-1074

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

[Signature]
Bryan Melvin III

Signature Redacted

-Mortgagor

[Signature]
Mark C. Melvin

-Mortgagor

-Mortgagor

-Mortgagor

STATE OF MICHIGAN
COUNTY OF

Wayne

The foregoing instrument was acknowledged before me this ** 8TH day of MARCH 2000 , by

as his/her own free act and deed.



Notary Public

County, Michigan

My Commission Expires:

After recording, return to:

City of Detroit
Planning and Development Department
65 Cadillac Square
19th Floor
Detroit, MI 48226
Attention: Willie Moore

This Document was drafted by:

Frank E. Barbee, Esquire
LEWIS & MUNDAY, P.C.
1300 First National Building
Detroit, Michigan 48226

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city of DETROIT

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General Property Information

Parcel: 13017650. **Unit:** CITY OF DETROIT

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****NOTE:** There are **0 images** and **0 sketches** attached to the current property.

Property Address [collapse]
 18816 HEALY
 , 48234

Owner Information [collapse]

18816 HEALY ST
DETROIT, MI 48234-2150
Unit: 01

Taxpayer Information [collapse]
 SEE OWNER INFORMATION

General Information for Tax Year 2013 [collapse]

Property Class:	401 - 401-RESIDENTIAL	Assessed Value:	\$12,705
School District:	D - DETROIT SCHOOLS	Taxable Value:	\$11,656
State Equalized Value:	\$12,705	Map #	13
DISTRICT	1	Date of Last Name Chg:	11/12/2003
		Date Filed:	
		Notes:	N/A
Historical District:	N/A	Census Block Group:	N/A
Principal Residence Exemption	June 1st	Final	
			-
2013	0.0000 %		0.0000 %

Land Information [collapse]

	Frontage	Depth
Lot 1:	35.00 Ft.	107.00 Ft.
Lot 2:	0.00 Ft.	0.00 Ft.
Lot 3:	0.00 Ft.	0.00 Ft.
Total Frontage:	35.00 Ft.	Average Depth: 107.00 Ft.
Total Acreage:	0.09	
Zoning Code:		
Land Value:	\$1,870	Mortgage Code:
Land Improvements:	\$0	Lot Dimensions/Comments:
Renaissance Zone:	NO	N/A
Renaissance Zone Expiration Date:		

Legal Information for 13017650. [collapse]

E HEALY 124 OCONNORS SUB L33 P61 PLATS, W C R 13/239 35 X 107

Sales Information**3 sale record(s) found.**

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
09/01/1998	\$19,500.00	WD			DEED IN LIEU OF FCL	30082:59530
01/01/1998	\$19,500.00	WD			DEED IN LIEU OF FCL	30082:59520
08/01/1992	\$8,500.00	WD			ARMS LENGTH	26005:01920



Load Building Information on this Page.

Building Information**1 building(s) found.**

Description	Floor Area	Yr Built
 Residential Building 1	686 Sq. Ft.	1949

General Information

Floor Area:	686 Sq. Ft.	Estimated TCV:	N/A
Garage Area:	0 Sq. Ft.	Basement Area	686 Sq. Ft.
Foundation Size:	686 Sq. Ft.		
Year Built:	1949	Year Remodeled:	0
Occupancy:	Single Family	Class:	C
		Tri-Level?:	NO
Percent Complete:	100%	Heat:	Forced Air w/o Ducts
AC w/Separate Ducts:	NO	Wood Stove Add-on:	NO
Bedrooms:	0	Water:	N/A
Style:	SINGLE FAMILY	Sewer:	N/A

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1+ Story	Full Bsmnt.	Siding	686 Sq. Ft.	1+ Story

Area Detail - Overhangs

Height	Exterior	Area	Included in Size for Rates

Basement Finish

Recreation:	0 Sq. Ft.	Recreation % Good:	0
Living Area:	0 Sq. Ft.	Living Area % Good:	0
Walk Out Doors:	0	No Concrete Floor Area:	0 Sq. Ft.

Plumbing Information

3-Fixture Baths:	1
-------------------------	---

Porch Information

CCP (1 Story):	32 Sq. Ft.	Foundation:	Standard
-----------------------	------------	--------------------	----------

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General Property Information

Parcel: 23000097.006 **Unit:** CITY OF DETROIT

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**NOTE: There are 0 images and 0 sketches attached to the current property.

Property Address [collapse]
 1303 18TH ST
 DETROIT, MI 48216

Owner Information [collapse]

1303 18TH
DETROIT, MI 48216
Unit: 01

Taxpayer Information [collapse]
 SEE OWNER INFORMATION

General Information for Tax Year 2013 [collapse]

Property Class:	447 - 447-RESIDENTIAL NEZ NEW	Assessed Value:	\$19,429						
School District:	D - DETROIT SCHOOLS	Taxable Value:	\$19,429						
State Equalized Value:	\$19,429	Map #	23						
DISTRICT	5	Date of Last Name Chg:	11/22/2003						
		Date Filed:							
		Notes:	N/A						
Historical District:	N/A	Census Block Group:	N/A						
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Principal Residence Exemption</th> <th style="text-align: left;">June 1st</th> <th style="text-align: left;">Final</th> </tr> <tr> <td>2013</td> <td>0.0000 %</td> <td>0.0000 %</td> </tr> </table>				Principal Residence Exemption	June 1st	Final	2013	0.0000 %	0.0000 %
Principal Residence Exemption	June 1st	Final							
2013	0.0000 %	0.0000 %							

Land Information [collapse]

	Frontage	Depth																								
Lot 1:	0.00 Ft.	0.00 Ft.																								
Lot 2:	0.00 Ft.	0.00 Ft.																								
Lot 3:	0.00 Ft.	0.00 Ft.																								
Total Frontage:	0.00 Ft.	Average Depth: 0.00 Ft.																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Total Acreage:</td> <td style="width: 20%;">0.00</td> <td style="width: 30%;">Mortgage Code:</td> <td style="width: 20%;"></td> </tr> <tr> <td>Zoning Code:</td> <td>2011 AUTH</td> <td>Lot Dimensions/Comments:</td> <td>N/A</td> </tr> <tr> <td>Land Value:</td> <td>\$0</td> <td></td> <td></td> </tr> <tr> <td>Land Improvements:</td> <td>\$0</td> <td></td> <td></td> </tr> <tr> <td>Renaissance Zone:</td> <td>NO</td> <td></td> <td></td> </tr> <tr> <td>Renaissance Zone Expiration Date:</td> <td></td> <td></td> <td></td> </tr> </table>			Total Acreage:	0.00	Mortgage Code:		Zoning Code:	2011 AUTH	Lot Dimensions/Comments:	N/A	Land Value:	\$0			Land Improvements:	\$0			Renaissance Zone:	NO			Renaissance Zone Expiration Date:			
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Land Value:	\$0																									
Land Improvements:	\$0																									
Renaissance Zone:	NO																									
Renaissance Zone Expiration Date:																										

Legal Information for 23000097.006 [collapse]

ACT 147 CERTIFICATE LAND ON PARCEL 100007996-7

Sales Information**1 sale record(s) found.**

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
03/01/2000	\$70,000.00	TD			DEED IN LIEU OF FCL	92030:25890

☒ Load Building Information on this Page.**Building Information****1 building(s) found.**

Description	Floor Area	Yr Built
 Residential Building 1	1494 Sq. Ft.	1999

General Information

Floor Area:	1494 Sq. Ft.	Estimated TCV:	N/A
Garage Area:	264 Sq. Ft.	Basement Area	747 Sq. Ft.
Foundation Size:	747 Sq. Ft.		
Year Built:	1999	Year Remodeled:	0
Occupancy:	Single Family	Class:	C
		Tri-Level?:	NO
Percent Complete:	100%	Heat:	Forced Air w/ Ducts
AC w/Separate Ducts:	NO	Wood Stove Add-on:	NO
Bedrooms:	0	Water:	N/A
Style:	SINGLE FAMILY	Sewer:	N/A

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
2 Story	Full Bsmnt.	Brick	747 Sq. Ft.	2 Story

Area Detail - Overhangs

Height	Exterior	Area	Included in Size for Rates

Basement Finish

Recreation:	0 Sq. Ft.	Recreation % Good:	0
Living Area:	0 Sq. Ft.	Living Area % Good:	0
Walk Out Doors:	0	No Concrete Floor Area:	0 Sq. Ft.

Plumbing Information**3-Fixture Baths:** 2**Garage Information****Garage # 1**

Area:	264 Sq. Ft.	Exterior:	Siding
Foundation:	42 Inch	Common Wall:	Detached
Year Built:	1999	Finished?:	NO
Auto Doors:	0	Mech Doors:	0

Porch Information**WCP (1 Story):** 170 Sq. Ft. **Foundation:** Standard

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In-re: City of Detroit, Michigan

Case No. 13-53846-sw

Chapter 9

Hon. Rhodes

Debtor

Plaintiff(s)

A.P. No. _____

Defendant(s)

STATEMENT REGARDING OWNERSHIP OF U.S. BANK NATIONAL ASSOCIATION

- ☐ The following entities directly or indirectly own 10% or more of any class of the corporation's equity interest:

Name: NONE

Address: _____

XThere are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

This Statement is valid for 90 days from execution unless the corporate ownership changes, at which time a new Statement will be executed by mortgage servicer/creditor as applicable.

Dated: 2/04/13



Signature of Authorized Individual

Patricia A Ludka

Vice President
Title

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

City of Detroit, Michigan

Debtor(s)
_____ /

Chapter 9

13-53846-swr

Judge Rhodes

STATEMENT OF CONCURRENCE SOUGHT

Brett A. Border, Esq. hereby states:

My office contacted Debtor's counsel via e-mail to attempt to obtain concurrence to this Motion for Relief From Automatic Stay on October 1, 2013. Concurrence was not given.

SCHNEIDERMAN & SHERMAN, P.C.

By: /S/ Brett A. Border

Brett A. Border (P65534)

Bborder@sspclegal.com

Attorney for U.S. Bank National

Association as servicer for Michigan State

Housing Development Authority

23938 Research Dr., Suite 300

Farmington Hills, MI 48335

248-539-7400