

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 a parcel of property commonly known as 10045 Longacre, Detroit, MI 48227, (hereinafter "Property"). Property redacted documents: Recorded Mortgage, Assignment, and Note attached as **Exhibits B, C, and D** 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 a mortgage on the Property that is junior in priority to that of Movant. Property redacted document: Mortgage attached as **Exhibit E**;

9. That as a result of the default in payments under the promissory note held by Movant, a material default has occurred, which is prejudicial to Movant's rights; that Mortgagor for the Property is due for the March 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 mortgage held by Movant pursuant to the relevant Michigan statutes, but is currently stayed from proceeding due to the lien held by the Debtor referenced in paragraph 8.

11. That the total indebtedness owed to Movant relating to the Property, including accrued interest, escrow, and attorney fees is approximately \$54,634.48;

12. That the fair market value of the Property is estimated to be \$38,330.00, as indicated by the State Equalized Value; that additional lien(s) exist and are as follows: \$6,000.00 held by the Debtor, 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 F**;

13. That the Property is of no value to the bankruptcy estate; that Debtor has no equity in the Property 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 Property; 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:10/23/13

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 10045 Longacre, Detroit, MI 48227, legal description NORTH 18 FEET OF LOT 69, AND SOUTH 27 FEET OF LOT 70, AND 1 / 2 OF VACANT ALLEY ADJOINING IN REAR, PEARSON'S SOUTHFIELD ROAD SUBDIVISION, AS RECORDED IN LIBER 55, PAGE 56 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 23rd 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
New York, NY 10017

Marc N. Swanson
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 | 10045 Longacre |
| Fifth Floor | Detroit, MI 48223 |
| Detroit, MI 48226 | |

City of Detroit
2 Woodward Ave.
Suite 1126
Detroit, MI 48226

Execution on: 10/23/13

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,
Schneiderman and Sherman, P.C., 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:10/23/13

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

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 17, 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

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In re: City of Detroit, Michigan

Debtor.

Case No. 13-53846-swr
Chapter 9
Hon. Rhodes

STATEMENT REGARDING CORPORATE 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:

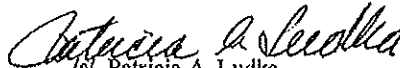
Name: NONE
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

(For additional names, attached an addendum to this form)

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

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 4/22/2013


/s/ Patricia A. Ludka
Signature of Authorized Individual

Patricia A. Ludka
Print Name

Vice President
Title

Liber-32932 Page-1
 201002701 12/08/2000
 B.J. Youngblood, Wayne Co.Register of Deeds
 RDHARCYN

00129349 DEC 08 2000

GREAT LAKES TITLE

MORTGAGE

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.

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

GLT 37-2405

THIS MORTGAGE is made this 27 day of NOVEMBER, 2000, between
 the Mortgagor,
 HUSBAND AND WIFE, TENANTS BY THE ENTIRETIES

whose address is 9303 OTSEGO
 DETROIT, MI 48204-4511
 (herein "Borrower") and the

MORTGAGE CENTER LC

whose address is 20300 CIVIC CENTER DR. #403,
 SOUTHFIELD, MI 48076

(herein "Lender" or "Mortgagee").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY SEVEN
 THOUSAND NINE HUNDRED AND 00/100 (\$ 67,900.00)
 Dollars, to be paid with interest thereon in installments, the last of which is due on DECEMBER 1,
 2030, according to a certain mortgage note (herein "Note") bearing even date herewith;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon,
 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security
 of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and

VMP-827(MI) (8703)

SFH 100 3/97

Page 1 of 7

Initials: CG DSG

VMP MORTGAGE FORMS - (800)521-7281

409-
LZ146

253



31

Liber-32932 Page-2

Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the CITY of DETROIT, County of WAYNE, State of Michigan: NORTH 18 FEET OF LOT 69, AND SOUTH 27 FEET OF LOT 70, AND 1/2 OF VACANT ALLEY ADJOINING IN REAR, PEARSON'S SOUTHFIELD ROAD SUBDIVISION, AS RECORDED IN LIBER 55, PAGE 56 OF PLATS, WAYNE COUNTY RECORDS.

Ward 22 Item NO. 70722-3

commonly known as 10045 Longacre, Detroit, MI 48228

TOGETHER with all the improvements now or hereafter erected on the property, including a mobile home, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property except as listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 3 and 4 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in trust on behalf of the Borrower in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest earned on the Funds shall be credited to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installment of Funds. If the amount of Funds held by Lender shall not be sufficient to pay taxes, assessments,

Initials: CG DSG

LMP-827(MI) (9703)

of 7

SFH 100 3/97

Liber-32932

Page-3

insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower's making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amount and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed the greater of either (a) 80% of the current replacement cost of the Property, or (b) that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower's making payments, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 16 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations including, but not limited to, the covenant to pay condominium assessments under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

Initials: CE DSG

VMP-827(MI) (9703)

Page 3 of 7

SFH 100 3/97

Liber-32932

Page-4

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interests, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or do any act hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. Borrower shall notify Lender in writing promptly upon obtaining knowledge of the commencement of any proceedings for the condemnation or other taking of the Property.

In the event the Borrower fails to properly defend and protect the Lender's interest in the Property in connection with any condemnation or other taking of the Property, the Lender shall have the right to intervene in any such action to protect the Lender's interest in the Property and assess the Borrower for the reasonable costs of such actions by the Lender.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.


If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

9. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

Initials: CG DSG LMP-827(MI) (8703)

Page 4 of 7

SFH 100 3/97

Liber-32932

Page-5

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. The Lender intends to assign his interest in the Note and Mortgage to the Michigan State Housing Development Authority but is not precluded from assigning the Note and Mortgage to any other person or entity.

13. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 16 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

14. Governing Law; Severability; False Statements. This Mortgage shall be governed by the law of the State of Michigan. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

NOTICE: This Mortgage secures a below-market interest rate loan that was made possible because of tax-exempt financing. Tax-exempt financing contains several restrictions, both on the state and federal levels. During the application process, the Borrower made various representations in an Informational Certification, an Application Affidavit, a Closing Affidavit, and other documents in order to qualify for the tax-exempt financing. In the event that any of these representations were false or in the event that the Borrower made a false pretense, false statement, misrepresentation, or a material misstatement, such act shall be deemed a breach of covenant in this Mortgage for which the Lender has available all the remedies provided for in the Mortgage specifically including, but not limited to, acceleration, foreclosure and power of sale.

15. Limitation on Sale or Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, so long as the Borrower continues to occupy the Property as his/her principal residence, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender, the Borrower, and the person to whom the Property is to be sold or transferred reach agreement in writing that (a) the credit of such person is satisfactory to Lender, (b) that such person qualifies as a person of low or moderate income as provided in Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (the "Act") and the General Rules, as amended, and (c) that the transfer is in compliance with the Mortgage Subsidy Bond Tax Act of 1980, as amended (the "Tax Act"). If Lender has waived the option to accelerate provided in this paragraph 15 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may release Borrower from all obligations under this Mortgage and Note.

NOTICE: Pursuant to the Act and the Tax Act, so long as the debt, or any part thereof, is outstanding, the Borrower is hereby prohibited from transferring the Property (a) to any person with unsatisfactory credit, (b) to any person who is not a person of low or moderate income as provided in the Act and the General Rules, as amended, (c) to any person who does not intend to make the Property his principal residence within sixty (60) days of the transfer, (d) to any person prohibited from purchasing a house financed by tax-exempt financing pursuant to the Act or the Tax Act, and (e) at a purchase price in excess of that permitted by the Act or the Tax Act, unless the Mortgage is immediately paid and discharged. If the Property is transferred, without Lender's prior written consent, such act shall be deemed a breach of a covenant in this Mortgage and all the sums secured by the Mortgage shall be immediately due and payable. For purposes of this Mortgage, the words "sold or transferred," individually or together, specifically include, but are not limited to, an outright sale, sale on a land contract, sale with an assumption of the Mortgage, sale with wrap-around financing, and leasing of the Property.

Initials: SG D36

LMP-827(MI) (9703)

Page 5 of 7

SFH 100 3/97

Liber-32932

Page-6

If Lender exercises such option to accelerate, or if acceleration occurs automatically pursuant to the preceding paragraph, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof. The Lender is specifically authorized, pursuant to the Act, to accelerate the sums secured by the Mortgage, exercise a due on sale clause, exercise a power of sale, and foreclose this Mortgage with the occurrence of an event prohibited in paragraphs 14 and 15 of this Mortgage.

16. Acceleration; Remedies: Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand.

NOTICE: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT AS HEREIN PROVIDED.

Upon default being made in the payment of the sums of money herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained according to the terms hereof or of the Note secured hereby, the Lender or holder of the Note is hereby authorized and empowered to sell the Property or cause it to be sold and to convey the same to the purchaser in any lawful manner, including but not limited to that provided by the Act and other Michigan Statutes which permit the Lender to sell the Property without affording the Borrower a hearing, or giving him/her personal notice; the only notice required is to publish notice in a local newspaper and to post a copy of the notice on the mortgaged premises.

WAIVER: By conferring this power of sale upon the Lender or mortgage holder, the Borrower for itself, its successors and assigns hereby waives all rights under the Constitution and Laws of the United States and under the Constitution and Laws of the State of Michigan both to a hearing on the right to exercise and the exercise of the power of sale, and to notice except as required by the Michigan Statutes which provide for Foreclosure by Advertisement. However, the Borrower reserves the right to timely contest the exercise of the power of sale by instituting suit against the Lender or mortgage holder in the Circuit Court of the county in which the Property is located or any other court of competent jurisdiction.

The Borrower further agrees that the Lender or mortgage holder is authorized and empowered to retain out of the sale proceeds such monies as are due under the terms of this Mortgage, the costs and charges of such sales, and also the attorney's fee provided by statute, rendering the surplus monies (if any there should be) to the Borrower. In the event of public sale the Property may, at the option of the Lender or mortgage holder, be sold in one or more parcels.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Initials: CG DSB

VAMP-827(MI) (9703)

Page 6 of 7

SFH 100 3/97

Liber-32932

Page-7

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage, without charge to Borrower, and shall pay the fee for recording the discharge.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

Witnesses:

Judith J. Coffman
JUDITH J. COFFMAN

Signature Redacted

____ (Seal)
 -Borrower

Deborah Ellis
DEBORAH ELLIS

Signature Redacted

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

Property Address: 10045 LONG ACRE
 DETROIT, MI 48227

STATE OF MICHIGAN,
 County of Wayne

} ss:

On this 27 day of NOVEMBER, 2000 before me personally appeared

ISBAND AND WIFE, TENANTS BY THE ENTIRETIES

, to me known to be
 the same person(s) described in and who executed the within instrument, and acknowledged execution of the
 same as their free act and deed.

My Commission Expires: *Judith J. Coffman*
JUDITH J. COFFMAN
 NOTARY PUBLIC, OAKLAND CO, MI
 MY COMM. EXPIRES: JULY 21, 2004
 ACTING IN WAYNE COUNTY, MIary Public

, County, Michigan

This instrument was prepared by MORTGAGE CENTER LC
 When Recorded, return to:

MORTGAGE CENTER LC
 20300 CIVIC CENTER DR. #403
 SOUTHFIELD, MI 48076
 B.SMITH

03071081 APR 14 2003

00129349 DEC 08 2000

Liber-32932 Page-12
201002713 12/08/2000
B.J. Youngblood, Wayne Co. Register of Deeds
RDHARCYN

Li-38117 Pa-4058
203286731 4/11/2003
Bernard J. Youngblood
Wayne Co. Register of Deeds

RE-RECORD

ASSIGNMENT OF MORTGAGE

GREAT LAKES TITLE

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY CITY OF DETROIT, COUNTY OF
WAYNE, STATE OF MICHIGAN: North 18
P.O. Box 30044 feet of LOT 69 and South 27 feet of
Lansing, MI 48909 LOT 70 and 1/2 of vacated alley adj.
in rear, PEARSON'S SOUTHFIELD ROAD
SUBDIVISION, as recorded in Liber 55,
Page 56 of Plats, Wayne County Records.
Ward 22 Item 70722-3
10045 Longacre, Detroit, MI 48228

KNOW ALL MEN BY THESE PRESENTS, That the undersigned for and in consideration of the sum of SIXTY-SEVEN THOUSAND NINE HUNDRED DOLLARS AND 00/100- (\$ 67,900.00 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 P.O. Box 30044, 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 27 day of NOVEMBER in the year 2000 made by HUSBAND AND WIFE, TENANTS BY THE ENTIRETIES to MORTGAGE CENTER LC, 20300 Civic Center Dr., #403, Southfield, MI 48076 and recorded in the office of the Register of Deeds for the County of WAYNE State of Michigan, in Liber 32932 on Page 81, together with the mortgage note to which the same is collateral. Dated this 27th day of November 2000

Signed in the presence of:

MORTGAGE CENTER LC

Chanelle M. Gray
CHANELLE M. GRAY

By: *David M. Toepp*
David M. Toepp

Brigitte M. Stowell
BRIGITTE M. STOWELL

Its: President

STATE OF MICHIGAN)
County of OAKLAND) ss.

On this 27th day of November, 2000, before me appeared David M. Toepp to me personally known, who, being by me duly sworn, did say that he/she

is the President of the MORTGAGE CENTER LC and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and David M. Toepp acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 07/20/03

Chanelle M. Gray
Notary Public, CHANELLE M. GRAY
OAKLAND County, Michigan

Drafted By: David M. Toepp
20300 Civic Center Dr.
Southfield, MI 48076

After Recording Return To:
MORTGAGE CENTER LC
David M. Toepp
20300 CIVIC CENTER DR. #403
SOUTHFIELD, MI 48076

VMP -100(MI) (9703)

SFH 102 3/97

VMP MORTGAGE FORMS - (800)621-7291



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.

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

MORTGAGE NOTE

LIVONIA, Michigan
NOVEMBER 27, 2000 (Date)

FOR VALUE RECEIVED, the undersigned promise to pay the

MORTGAGE CENTER LC

or order, the principal sum of SIXTY SEVEN THOUSAND NINE HUNDRED AND 00/100
(\$ 67,900.00) Dollars
with interest thereon from the date hereof computed on the unpaid balance of the principal sum until paid at the rate of
SIX AND 95/100 (6.950 %) percent per annum.

Commencing on the first day of JANUARY, 2001, installments of principal and interest shall
be paid in the amount of FOUR HUNDRED FORTY NINE AND 46/100
(\$ 449.46) Dollars each, such payment including interest at the aforesaid rate and such payment to continue
monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid. In any event, the
balance of the principal (if any) remaining unpaid, plus accrued interest, shall be due and payable on the first day of
DECEMBER, 2030. The installments of the principal and interest shall be applied first to interest upon
the then unpaid principal balance at the aforesaid rate, and the balance thereof shall be applied to principal. In the event that
any installment hereunder shall become delinquent for more than fifteen (15) days, there shall be due in addition to any other
sums due hereunder, a sum equal to four (.04¢) cents on each dollar so delinquent.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice sent
by certified mail to the undersigned at the address stated below, which date shall be not less than thirty (30) days from the date
such notice is mailed, the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due
and payable at the option of the holder hereof. Failure to exercise such option shall not constitute a waiver of the right to
exercise such option if the undersigned is in default hereunder. In the event of any default in the payment of this Note and if
suit is brought hereon, the holder hereof shall be entitled to collect in such proceeding all reasonable costs and expenses of suit,
including, but not limited to, reasonable attorneys' fees.

Both principal and interest shall be payable at the office of MORTGAGE CENTER LC
or such other place as the holder may designate in writing.

The undersigned shall have the right to prepay the principal amount outstanding in whole or in part; however, a one (1%)
percent prepayment penalty shall be assessed to the undersigned on the principal amount prepaid within three (3) years from the
date hereof. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone
the due date or any subsequent monthly installments or change the amount of such installments, unless the holder hereof shall
otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.
This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon
them and their heirs, personal representatives, successors, and assigns.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, and reference is made
thereto as to the prohibition of transferring the property under certain conditions and for rights as to acceleration of the
indebtedness evidenced by this Note.

Property Address: 10045 LONG ACRE, DETROIT, MI 48227

Signature Redacted

- Borrower

Signature Redacted

- Borrower

Michigan State Housing Development Authority
Mortgage Center, L.C.

By

David M. Toepf

President/CEO SFH 101 3/97

VMP MORTGAGE FORMS - (800)521-7291

Liber-32932 Page-8
 201002707 12/08/2000
 B.J. Youngblood, Wayne Co.Register of Deeds
 RDHARCYN

GREAT LAKES TITLE
 00129349 DEC 08 2000

(2)

HOME DOWN PAYMENT ASSISTANCE MORTGAGE ³ City of Detroit

THIS MORTGAGE made as of the 27th day of November, 2000,
 between _____
 husband and wife

located at 10045 Long Acre Street, Detroit, Michigan 48227
 (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
 Six Thousand Dollars and 00/100
 (\$ 6,000.00) 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"):
 CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN:
 North 18 Feet of Lot 69, and South 27 Feet of Lot 70, and 1/2 of Vacant
 Alley Adjoining in Rear, Pearson's Southfield Road Subdivision, as
 recorded in Liber 55, Page 56 of Plats, Wayne County Records.

Ward 22 Item No. 70722-3

VMP -269D(MI) (9712)
 Printed on Recycled Paper

12/97

Initials: CGDS

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



22

LIB-32932

Page 2

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;

Liber-32932

Page-10

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.

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.

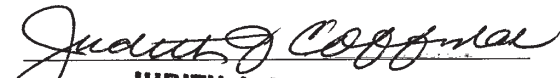

Any provisions of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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.



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:


JUDITH J. COFFMAN

DEBORAH ELLIS

Signature Redacted

-Mortgagor

Signature Redacted

-Mortgagor

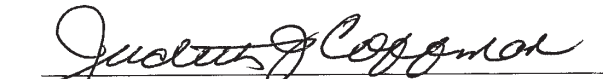
-Mortgagor

-Mortgagor

STATE OF MICHIGAN
 COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 27th day of November, 2000, by husband and wife

as his/her own free act and deed.


 Notary Public
 County, Michigan

My Commission Expires:

JUDITH J. COFFMAN
 NOTARY PUBLIC, OAKLAND CO, MI
 MY COMM. EXPIRES: JULY 21, 2004
 ACTING IN WAYNE COUNTY, MI

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

The Official Web Site of the City Of Detroit
city of DETROIT

Logged in as: pmspc
Home
Change Unit
Add to Favorites
Profile
Logout
Help

Additional Pages
[General/Sales](#)
[Buildings](#)
[Images/Sketches](#)
Related Details...
[Current Tax](#)

[Back to Main](#)

[View my Parcels](#)

[collapse the menu](#)
 Click this button to collapse the above menu to the top of the screen.

[Main](#) > [Assessing System](#) > [Property and Land Search](#) > [Results](#) > **Details**

General Property Information

Parcel: 22070722-3 **Unit:** CITY OF DETROIT

[View this parcel on a map](#)

[Printer friendly version](#)
☐ Add to My Parcels

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

Property Address [collapse]
 10045 LONGACRE
 , 48227

Owner Information [collapse]

| | |
|---|-----------------|
| 10045 LONGACRE ST DETROIT, MI 48227-1090 | Unit: 01 |
|---|-----------------|

Taxpayer Information [collapse]
 SEE OWNER INFORMATION

General Information for Tax Year 2013 [collapse]

| | | | | | | | | | | | | |
|--|-----------------------|-------------------------------|------------|--------------------------------------|-----------------|--------------|--|--|---|-------------|------------|------------|
| Property Class: | 401 - 401-RESIDENTIAL | Assessed Value: | \$19,165 | | | | | | | | | |
| School District: | D - DETROIT SCHOOLS | Taxable Value: | \$19,165 | | | | | | | | | |
| State Equalized Value: | \$19,165 | Map # | 22 | | | | | | | | | |
| DISTRICT | 7 | Date of Last Name Chg: | 09/11/2003 | | | | | | | | | |
| | | Date Filed: | 11/27/2000 | | | | | | | | | |
| | | Notes: | N/A | | | | | | | | | |
| Historical District: | N/A | Census Block Group: | N/A | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Principal Residence Exemption</td> <td style="width: 30%;">June 1st</td> <td style="width: 40%;">Final</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">-</td> </tr> <tr> <td>2013</td> <td style="text-align: center;">100.0000 %</td> <td style="text-align: center;">100.0000 %</td> </tr> </table> | | | | Principal Residence Exemption | June 1st | Final | | | - | 2013 | 100.0000 % | 100.0000 % |
| Principal Residence Exemption | June 1st | Final | | | | | | | | | | |
| | | - | | | | | | | | | | |
| 2013 | 100.0000 % | 100.0000 % | | | | | | | | | | |

Land Information [collapse]

| | | | | | | | | | | | | | | | | | | | | |
|--|-----------------|----------------------------------|-----------------------|------|--|---------------------|--|--|--------------------|---------|-----------------------|---------------------------|---------|---------------------------------|--------------------------|----|-----|--|--|--|
| | Frontage | Depth | | | | | | | | | | | | | | | | | | |
| Lot 1: | 45.00 Ft. | 133.00 Ft. | | | | | | | | | | | | | | | | | | |
| Lot 2: | 0.00 Ft. | 0.00 Ft. | | | | | | | | | | | | | | | | | | |
| Lot 3: | 0.00 Ft. | 0.00 Ft. | | | | | | | | | | | | | | | | | | |
| Total Frontage: | 45.00 Ft. | Average Depth: 133.00 Ft. | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Total Acreage:</td> <td style="width: 30%;">0.14</td> <td style="width: 40%;"></td> </tr> <tr> <td>Zoning Code:</td> <td></td> <td></td> </tr> <tr> <td>Land Value:</td> <td>\$2,208</td> <td>Mortgage Code:</td> </tr> <tr> <td>Land Improvements:</td> <td>\$4,063</td> <td>Lot Dimensions/Comments:</td> </tr> <tr> <td>Renaissance Zone:</td> <td>NO</td> <td>N/A</td> </tr> <tr> <td>Renaissance Zone Expiration Date:</td> <td></td> <td></td> </tr> </table> | | | Total Acreage: | 0.14 | | Zoning Code: | | | Land Value: | \$2,208 | Mortgage Code: | Land Improvements: | \$4,063 | Lot Dimensions/Comments: | Renaissance Zone: | NO | N/A | Renaissance Zone Expiration Date: | | |
| Total Acreage: | 0.14 | | | | | | | | | | | | | | | | | | | |
| Zoning Code: | | | | | | | | | | | | | | | | | | | | |
| Land Value: | \$2,208 | Mortgage Code: | | | | | | | | | | | | | | | | | | |
| Land Improvements: | \$4,063 | Lot Dimensions/Comments: | | | | | | | | | | | | | | | | | | |
| Renaissance Zone: | NO | N/A | | | | | | | | | | | | | | | | | | |
| Renaissance Zone Expiration Date: | | | | | | | | | | | | | | | | | | | | |

Legal Information for 22070722-3 [collapse]

W LONGACRE S 27 FT 70 N 18 FT 69 AND E 1/2 VAC ALLEY ADJ PEARSONS SOUTHFIELD RD SUB L55 P56 PLATS, W C R 22/323 45 X 133

Sales Information

2 sale record(s) found.

| Sale Date | Sale Price | Instrument | Grantor | Grantee | Terms Of Sale | Liber/Page |
|------------|-------------|------------|---------|---------|---------------|-------------|
| 11/01/2000 | \$70,000.00 | WD | | | ARMS LENGTH | 33058:06620 |
| 04/01/1987 | \$23,900.00 | WD | | | ARMS LENGTH | 23219:04240 |

☒ Load Building Information on this Page.

Building Information

1 building(s) found.

| Description | Floor Area | Yr Built |
|------------------------|-------------|----------|
| Residential Building 1 | 990 Sq. Ft. | 1946 |

General Information

| | | | |
|-----------------------------|---------------|---------------------------|------------------------|
| Floor Area: | 990 Sq. Ft. | Estimated TCV: | N/A |
| Garage Area: | 400 Sq. Ft. | Basement Area | 660 Sq. Ft. |
| Foundation Size: | 660 Sq. Ft. | | |
| Year Built: | 1946 | 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 |
|-----------|-------------|----------|-------------|-----------|
| 1.5 Story | Full Bsmnt. | Brick | 660 Sq. Ft. | 1.5 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

Fireplace Information

Interior 1-Story: 1

Garage Information

Garage # 1

| | | | |
|--------------------|-------------|---------------------|----------|
| Area: | 400 Sq. Ft. | Exterior: | Siding |
| Foundation: | 18 Inch | Common Wall: | Detached |
| Year Built: | 1947 | Finished?: | NO |
| Auto Doors: | 0 | Mech Doors: | 0 |

Porch Information

| | | | |
|-------------|-------------|--------------------|----------|
| CPP: | 130 Sq. Ft. | Foundation: | Standard |
|-------------|-------------|--------------------|----------|

****Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.
[Privacy Policy](#)

