

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re: Chapter 9 No. 13-53846
City of Detroit, Michigan Debtor. Hon. Steven W. Rhodes

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND ENTRY OF
ORDER WAIVING THE PROVISIONS OF FED. R. BANKR. P. 4001 (a) (3)**

Fifth Third Bank, as servicer for Fifth Third Mortgage Company, by and through its attorneys, Trott & Trott, P.C., pursuant to 11 U.S.C. § 362(d), 11 U.S.C. § 922(b), L.B.R. 4001-1(E.D.M.), and L.B.R. 9014-1 (E.D.M.), moves for relief from the Automatic Stay to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and/or obtain possession of property commonly known as 20245 Mendota St., Detroit, MI 48221 (the "Property"); and for waiver of the provisions of Fed. R. Bankr. P. 4001 (a) (3); and in support thereof states as follows:

1. This Court has jurisdiction over the proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
2. On July 18, 2013, Debtor sought protection under Chapter 9 of the Bankruptcy Code.
3. Pursuant to 11 U.S.C. § 922(a), the automatic stay of 11 U.S.C. § 362(a) became applicable at the time that the bankruptcy petition was filed.
4. Movant is the servicer for Fifth Third Mortgage Company who is the holder of a mortgage encumbering the Property, which is currently owned by Audrey Abby. **See, Loan Documents, Exhibit 6-A.**
5. The Mortgage of Fifth Third Mortgage was recorded on October 12, 2006 in Liber 45416, Page 1685 with the Wayne County Register of Deeds.

TROTT & TROTT, P.C.
31440 NORTHWESTERN
HWY
STE 200
FARMINGTON HILLS, MI
48334-5422
PHONE 248.642.2515
FACSIMILE 248.642.3628

6. There exists a September 21, 2006 mortgage on the Property that is in the original amount of \$10,000.00, which was granted to the City of Detroit by Audrey Abby (the "CoD Junior Mortgage"). **See, CoD Junior Mortgage, Exhibit 6-B.**

7. The CoD Junior Mortgage was recorded October 12, 2006 in Liber 45416, Page 1695 with the Wayne County Register of Deeds and is junior in priority to the Mortgage held by Fifth Third Mortgage Company.

8. The approximate market value of the Property is \$38,926.00. **See, SEV, Exhibit 6-C.**

9. Trott & Trott, P.C. has been informed by Movant that the amount due and owing is approximately \$53,411.57.

10. There is sufficient cause for modification of the Automatic Stay so that Movant, and any successors or assigns, may proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and/or obtain possession of the Property because the Debtor and the bankruptcy estate will not receive any benefit from the sale of the Property with respect to the CoD Junior Mortgage as the value of the Property is less than the amount of the Mortgage held by Fifth Third Mortgage Company.

11. The City of Detroit Treasurer, City of Detroit Department of Planning & Development, Fifth Third Bank and Secretary of Housing and Urban Development may have an interest in the subject property to the knowledge and belief of Movant.

12. Pursuant to LBR 9014-1(b)(4) (E.D.M.), a copy of the proposed *Order Granting Relief from the Automatic Stay and Waiving the Provision of Fed. R. Bankr. P. 4001(a)(3)* is labeled as Exhibit "1".

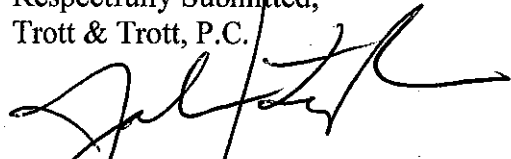
13. Movant also requests that in the event a hearing on this motion is held, and Movant prevails, that the Court order the submission of an order in substantial compliance with Exhibit 1 and that presentment of the order waived.

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14. Concurrence from Debtor's counsel was sought by counsel for Movant on October 30, 2013 and concurrence was not given.

WHEREFORE, Movant respectfully requests that the Court enter an Order Granting Relief from the Automatic Stay and Waiving the Provision of Fed. R. Bankr. P. 4001(a)(3) for good cause shown pursuant to 11 U.S.C. §362(d)(1) and/or (2), and that the Order is effective immediately upon entry by this Court notwithstanding the provision of Fed R. Bankr. P. 4001(a) (3); and whatever other relief the Court deems just and equitable.

Respectfully Submitted,
Trott & Trott, P.C.



/s/ John P. Kapitan (P61901)
Attorney for Fifth Third Bank as
servicer for Fifth Third Mortgage
Company
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422
248.642.2515
EasternECF@trottlaw.com

Dated: November 1, 2013

T&T #425482B03

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EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:
City of Detroit, Michigan
Debtor.

Chapter 9 No. 13-53846

Hon. Steven W. Rhodes

**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND ENTRY OF
ORDER WAIVING THE PROVISIONS OF FED. R. BANKR. P. 4001 (a) (3)**

Fifth Third Bank, as servicer for Fifth Third Mortgage Company, by and through its attorneys, Trott & Trott, P.C., having filed a *Motion for Relief from the Automatic Stay and Entry of Order Waiving the Provisions of Fed. R. Bankr. P. 4001(a)(3)* (the "Motion") that seeks relief from the Automatic Stay under 11 U.S.C. § 362 so that Movant, and any successor or assign, may proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and/or obtain possession of the property commonly known as 20245 Mendota St., Detroit, MI, 48221; and the Court being fully advised in the premises:

IT IS HEREBY ORDERED that Movant, and any successor or assign, is granted relief from the Automatic Stay so that it may proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and/or obtain possession of the property commonly known as 20245 Mendota St., Detroit, MI 48221.

IT IS FURTHER ORDERED that 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 Fed. R. Bankr. P. 4001(a) (3) is waived.

60169059 OCT 12 '06

LI-45416 Pa-1685
206483714 10/12/2006 09:00AM
Bernard J. Younablood
Wayne Co. Register of Deeds

Title Source Inc.

RETURN TO:
Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098
333 TITLE SS

MORTGAGE

State of Michigan

Return to:
Fifth Third Mortgage - MI, LLC
5001 Kingsley Drive, MD: 1MOB3A
Cincinnati, OH 45227



FHA Case No.
[Redacted]

[Redacted]

THIS MORTGAGE ("Security Instrument") is given on September 21, 2006
The Mortgagor is AUDREY ABBY, an unmarried woman

[Redacted]

85 PILGRIM, Highland Park, MI 48203

, whose address is

("Borrower"). This Security Instrument is given to Fifth Third Mortgage - MI, LLC

which is organized and existing under the laws of the state of Michigan, and
whose address is 1850 East Paris, MD ROPS17, Grand Rapids, MI 49546

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

Fifty Two Thousand Ninety Six And Zero/100

Dollars (U.S. \$52,096.00).

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 01, 2036

. 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

[Redacted]

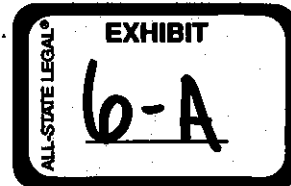
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Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in Wayne County, Michigan:
See Attached

Parcel ID Number: 16-043183
which has the address of 20245 MENDOTA STREET [Street]
Detroit [City], Michigan 48221 [Zip Code] ("Property Address");

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 seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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."

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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. Section 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.

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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.

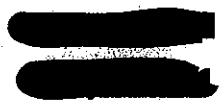
6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the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



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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 60 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 60 days 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.

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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 successor 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.

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.

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

17. 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 17, 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 17 or applicable law.

18. 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.

19. 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)].

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify]

[Redacted signature]

Initials:

Li-45416

Pa-1692

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

Witnesses:

_____ *Audrey Abby* _____ (Seal)
 AUDREY ABBY -Borrower

_____ _____ (Seal)
 -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower



LI-45416

Pa-1693


[Space Below This Line For Notary Acknowledgment]

STATE OF MICHIGAN, Oakland

County ss:

The foregoing instrument was acknowledged before me this September 21, 2006
by AUDREY ABBY, AN UNMARRIED WOMAN

My Commission Expires: 6/14/2012


Notary Public, Wayne County, Michigan
Acting in the County of Oakland

R. CRAFT
Notary Public, State of Michigan
County of Wayne
My Commission Expires: June 14, 2012
Acting in the County of WAYNE

This instrument was prepared by:

BARB SHIM
Fifth Third Mortgage - MI, LLC
1850 East Paris, MD ROPS17
Grand Rapids, MI 49546



Initials: AK

LI-45416

Pa-1694

Exhibit A - LEGAL DESCRIPTION

Deal
Number:



Title
Number:



REV. NO.

1

Tax ID Number: Ward No. 16; Item No. 043183

Land situated in the City of Detroit, County of Wayne in the State of Michigan is described as follows:

Lot(s) 4275, including 1/2 the adjoining vacated public alley at the rear thereof, BLACKSTONE PARK SUBDIVISION NO. 6, as recorded in Liber 52 on Page(s) 91 and 92 of Plats.

Commonly known as: 20245 Mendota, Detroit, MI 48221-1078

2013 JUN 12 PM 1:15

Bernard J. Youngblood
Wayne County Register of Deeds
June 12, 2013 01:14 PM
Inst: 2013302260 ASG Pages: 1
Liber: 50838 Page: 981

ASSIGNMENT OF MORTGAGE

Abby, Audrey V

Fifth Third Mortgage - MI, LLC, Foreclosure Department, 5001 Kingsley Drive, Maildrop 1MOBBW, Cincinnati, OH 45227, for value received, assigns and transfers to: Fifth Third Bank, Foreclosure Department, 5001 Kingsley Dr Dept, MD 1MOB19, Cincinnati, OH 45227-1114, all its right, title and interest in and to a certain real estate mortgage made by Audrey Abby, an unmarried woman, original mortgagor(s), to Fifth Third Mortgage-MI, LLC, Mortgagee, dated September 21, 2006, and recorded on October 12, 2006 in Liber 45416 on Page 1685, in Wayne County records, Michigan.

Dated: 05/21/2013

In the presence of:

[Signature]

Signed:

[Signature: Phil Bodle]

Fifth Third Mortgage - MI, LLC

By Phil Bodle

Its _____

Authorized Signatory

STATE OF Ohio

)
)SS.

COUNTY OF HAMILTON

This instrument was acknowledged before me in HAMILTON County, State of Ohio, on this 21 day of May 2013, by Phil Bodle its Authorized Signatory of Fifth Third Mortgage - MI, LLC, for the corporation.

[Signature: Chris Roscoe]

Chris Roscoe, Notary public
State of Ohio, County of HAMILTON
My commission expires 12/22/2016
Acting in the County of HAMILTON

When Recorded Return To:
Trott & Trott, P.C.
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422

Drafted by: Marey J. Ford
Trott & Trott, P.C.
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422

City of Detroit:

Legal Description:

Lot(s) 4275, including 1/2 the adjoining vacated public alley at the rear thereof, BLACKSTONE PARK SUBDIVISION NO. 6, as recorded in Liber 52 on Page(s) 91 and 92 of Plats.

Tax Parcel No. Ward 16 Item 043183

Property Address
20245 Mendota St
Detroit, MI 48221-1078



CHRIS ROSCOE
Notary Public, State of Ohio
My Commission Expires
December 22, 2016

Send All Notices to Assignee

RECORDING REQUESTED AND PREPARED BY:
FIFTH THIRD BANK
LAUREN HEDGES
5001 KINGSLEY DRIVE
MD# 1MOBB1
CINCINNATI OH 45227

AND WHEN RECORDED MAIL TO:
FIFTH THIRD BANK
LIEN RELEASE
38 FOUNTAIN SQUARE PLAZA
MD# 1MOBB1
CINCINNATI, OH 45273-9276

Parcel Identifier No: 16-043183

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, FIFTH THIRD BANK, AN OHIO BANKING CORPORATION (herein "Assignor") whose address is 5001 KINGSLEY DR MD 1MOBB1 CINCINNATI, OH 45227, does hereby grant, sell, assign, transfer, and convey, unto FIFTH THIRD MORTGAGE COMPANY (herein "Assignee"), whose address is 5001 KINGSLEY DR 1MOBBW, CINCINNATI, OH 45227, a certain Mortgage dated 09/21/2006, made and executed by AUDREY ABBY, AN UNMARRIED WOMAN, to and in favor of FIFTH THIRD MORTGAGE - MI, LLC upon the following described property. Such Mortgage having been given to secure payment of \$52096.00 which Mortgage is of record in Book, Volume or Liber No. 45416, at Page 1685, as Document No. 206483714, of the Records of Wayne County, State of MI, together with the note (s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Legal Description: LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE IN THE STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS: LOT(S) 4275, INCLUDING 1/2 THE ADJOINING VACATED PUBLIC ALLEY AT THE REAR THEREOF, BLACKSTONE PARK SUBDIVISION NO. 6 AS RECORDED IN LIBER 52 ON PAGE(S) 91 AND 92 OF PLATS.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 08/14/2013.

FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

KRIS KLEEHAMER, Assistant Vice-President

STATE OF OH
COUNTY OF Hamilton } s.s.

On 08/14/2013, before me VOLDIA I. SALAZAR-RIVERA, Notary Public, personally appeared KRIS KLEEHAMER, Assistant Vice-President personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

VOLDIA I. SALAZAR-RIVERA
Commission #:
My Commission Expires: 09/18/2013



VOLDIA I. SALAZAR-RIVERA
Notary Public, State of Ohio
My Commission Expires
September 18, 2013

Prepared By: LAUREN HEDGES

Multistate

NOTE

FHA Case No.



September 21, 2006
[Date]

20245 MENDOTA STREET
Detroit, MI 48221
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Fifth Third Mortgage - MI, LLC

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 Fifty Two Thousand Ninety Six And Zero/100

Dollars (U.S. \$ 52,096.00), 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 three quarters percent (6.750 %) 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 01, 2006. Any principal and interest remaining on the first day of October 2036, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 170, Cincinnati, OH 45263-0170

or at such 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. \$ 337.89. 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.

(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]

Graduated Payment Allonge Growing Equity 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.

-1R 102101.02
FHA Multistate Fixed Rate Note - 10/95
VMP Mortgage Solutions (800)521-7291
Page 1 of 2
Initials:

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 And Zero/100 percent (4.000 %) 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

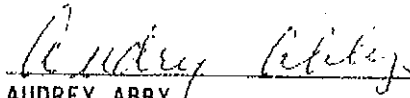
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different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

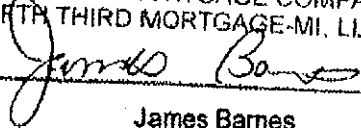
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 AUDREY ABBY	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower



WITHOUT RECOURSE
PAY TO THE ORDER OF
FIFTH THIRD MORTGAGE COMPANY
FIFTH THIRD MORTGAGE-MI, LLC

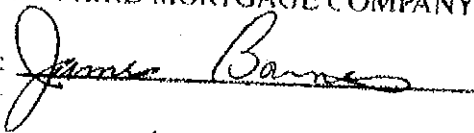
BY:



James Barnes
Authorized Signer

WITHOUT RECOURSE
PAY TO THE ORDER OF
FIFTH THIRD MORTGAGE COMPANY

BY:



James Barnes
Authorized Signer

60769059 OCT 12 '08

JR #1 / NA

LI-45416 Pa-1695
206483719 10/12/2006 09:00AM
Bernard J. Younsblood
Wayne Co. Register of Deeds

Title Source Inc.

RETURN TO:
Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

① MORTGAGE

This Mortgage made as of this 21st day of September, 2006 between Audrey Abby, a single woman, (hereinafter called "Mortgagor") residing at 85 Pilgrim, Highland Park, Michigan 48203 and the CITY OF DETROIT, a Michigan municipal corporation, acting by and through its Planning & Development Department (hereinafter called the "Mortgagee") having offices at 65 Cadillac Square, 19th Floor, Detroit, Michigan 48226.

RH 2330473

WITNESSETH, That Mortgagor, for and in consideration of the principal sum of Ten Thousand and 00/100 (\$10,000.00) Dollars, receipt of which is hereby acknowledged by Mortgagor, with no interest thereon, which shall be payable according to the terms of a Promissory Note, bearing even date herewith, (hereinafter referred to as the "Note") executed by Mortgagor to Mortgagee, and for the purpose of securing the performance of the covenants and conditions hereinafter contained, the Mortgagor hereby grants, conveys, warrants and mortgages to the Mortgagee the premises situated in the City of Detroit, County of Wayne, State of Michigan and described as follows (hereinafter called the "Premises"):

SEE EXHIBIT A, ATTACHED HERETO

Together with all easements and rights of way now or hereafter used in connection therewith, and all buildings;

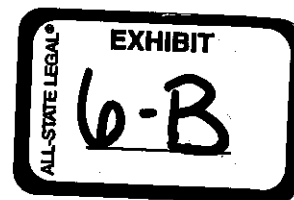
Together with any and all improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to the Premises;

Together with all fixtures, machinery, equipment and articles of personal property now or hereafter owned by Mortgagor and now or hereafter affixed to, placed upon or used in connection with the operation of said properties (sometimes hereinafter referred to as the "Personal Property") in which Mortgagor hereby grants a security interest to Mortgagee;

The Mortgagor covenants and agrees:

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Mtg @ Scj



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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.
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 the Premises 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. The failure of Mortgagor to pay any taxes or assessments levied against the Premises, or any insurance premiums upon policies of insurance governing the Premises, in accordance with the terms hereof, 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. If all or any part of the Premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief therefor shall be paid directly to Mortgagee. Payment of any proceeds of insurance or proceeds from any sale of the Premises at foreclosure shall also be made directly to the Mortgagee. Mortgagee shall have the right to apply any proceeds of insurance, proceeds of any sale of the Premises at foreclosure or proceeds of any condemnation or eminent domain award, 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. Any improvements and/or repairs made to the Premises while the lien created by this Mortgage remains effective, and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority.
8. Should any default be made in the covenants or conditions hereunder, 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

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Pa-1697

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.

9. In the event of the death of the Mortgagor, the full principal amount of the Note, shall immediately become due and payable to the Mortgagee without notice or demand to any agent or representative of the Mortgagor, unless the death of the Mortgagor causes the Premises to be transferred, conveyed, devised, bequeathed or assigned to the surviving spouse of the Mortgagor, or a member of the Mortgagor's family who is within the third degree of consanguinity to the Mortgagor. The full principal amount of the Note shall become due and payable upon the conveyance of the Premises by the aforementioned surviving spouse or family member to any other party or entity at any time prior to the discharge of this Mortgage without notice or demand.

10. The Mortgagee is authorized to declare, at its option, all or part of such indebtedness immediately due and payable upon the happening of any of the following events, which shall hereinafter be referred to as Events of Default:

(a) The transfer, sale, conveyance, or assignment of all or any part of the Premises, by operation of law or otherwise, prior to the discharge of this Mortgage, to any business entity or to any person who is not income qualified under The Department of Housing and Urban Development's Home Investment Partnership Program and which transfer is not pursuant to the resale restrictions stated therein.

(b) Non-performance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage or of the Note.

If an 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 attorney's 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.

11. The Mortgagor will 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 mailed by registered or certified mail, postage prepaid, to the respective address of the Mortgagor and Mortgagee appearing on the first page hereof.

12. Mortgagor, to the extent permitted by law, hereby assigns and mortgages to Mortgagee, and grants to Mortgagee a security interest in, as additional security for the indebtedness secured hereby, all of Mortgagor's right, title and interest in and to all existing and future oral or written leases of the Premises by Mortgagor as lessor and any and all existing and futuro land

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contracts or other agreements by which Mortgagor is or shall be selling the Premises or other interest therein, together with all rents and profits arising from, and all other proceeds of, any such leases, land contracts, or other agreements. Without the written consent of Mortgagee, Mortgagor will not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of any such lease, land contract, or other agreement or of any interest of Mortgagor therein, and will not collect or accept any payment of rent or of principal or interest or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Mortgagor will pay and perform all obligations and covenants required of it by the terms of any such lease, land contract or other agreement. If Mortgagee shall default in the payment or performance of any such obligation or covenant, then Mortgagee shall have the right, but shall have no obligation, to pay or perform the same on behalf of Mortgagor, and all sums expended by Mortgagee in connection therewith shall become part of the indebtedness secured hereby, payable by Mortgagor to Mortgagee upon demand, together with interest at the default rate of six (6%) percent per annum. Nothing contained in this paragraph or in any other portion of this Agreement shall be construed to constitute consent by Mortgagee to the sale, lease or transfer of the Premises or any interest therein.

13. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Premises, Mortgagee may deal with the vendee or transferee with respect to this Mortgage and the Note secured hereby, as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging, or affecting the liability of Mortgagor hereunder or under the Note.

14. If this Mortgage is subject to a prior recorded mortgage or mortgages covering the Premises, or is subordinated to any mortgage covering the Premises, (collectively referred to as "prior mortgage or mortgages") Mortgagor hereby covenants and agrees to pay all amounts required to be paid and to perform all terms and conditions required to be performed under any prior mortgage or mortgages on the Premises. Any default by Mortgagor under said prior mortgage or mortgages shall also be deemed an Event of Default under this Mortgage, whereupon the Mortgagee shall be entitled to accelerate the indebtedness secured hereby in accordance with the provisions hereof and the Note.

15. This Mortgage constitutes both a real property mortgage and a security agreement within the meaning of the Uniform Commercial Code, and the Premises include both real and personal property. Mortgagor hereby grants a security interest in the Personal Property to Mortgagee. Said Personal Property shall include, without limitation, appliances, machinery, furniture, equipment and other property owned or leased by Mortgagor in the Premises. By its execution of this Mortgage, Mortgagor authorizes and directs Mortgagee to prepare and file, without any further action on the part of Mortgagor, any and all financing statements, continuation statements, assignments, amendments and termination statements as Mortgagee determines to be necessary or advisable in order to create, perfect, continue, assign, amend or terminate a security interest or interests in the collateral described in this Mortgage and all Personal Property now or hereafter owned by Mortgagor and used in connection with the operation of the Premises covered hereby. Mortgagor shall have the right hereunder and under said

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financing statements or other chattel instruments to replace fixtures or appliances from time to time with similar items of equal value provided the replacements are free of any outstanding ownership interest, financing statements or encumbrances of any kind in favor of anyone other than Mortgagee. In the event Mortgagor shall fail to execute and record chattel instruments as required herein within ten (10) days after written request by Mortgagee, then Mortgagor hereby irrevocably appoints Mortgagee Mortgagor's attorney-in-fact to execute and deliver such financing statements or other instruments.

16. This Mortgage is subject and subordinate to a mortgage and promissory note, each dated September 21, 2006, granted to Fifth Third Bank, located at 1000 Town Center Drive Ste., 200 JTWN4D, Southfield, Michigan 48075 by Mortgagor on the Premises.

17. 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 number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

18. Notwithstanding anything contained herein to the contrary, the Mortgagor shall not sell, transfer, convey or encumber the Premises, or any substantial portion thereof, without the prior written consent of the Mortgagee, which consent shall be at the sole option and discretion of the Mortgagee.

19. 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.

[END OF PAGE]

1974112.0512.373007.DET

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General Property Information

City of Detroit

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 16043183. Unit: CITY OF DETROIT

Property Address	[collapse]
20245 MENDOTA DETROITMI48221-1078	

Owner Information	[collapse]
ABBY, AUDREY 20245 MENDOTA DETROIT, MI 48221-1078	Unit: 01

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

General Information for Tax Year 2013	[collapse]																												
<table> <tr> <td>Property Class:</td> <td>401 - 401-RESIDENTIAL</td> <td>Assessed Value:</td> <td>\$19,463</td> </tr> <tr> <td>School District:</td> <td>D - DETROIT SCHOOLS</td> <td>Taxable Value:</td> <td>\$19,463</td> </tr> <tr> <td>State Equalized Value:</td> <td>\$19,463</td> <td>Map #</td> <td>16</td> </tr> <tr> <td>DISTRICT</td> <td>10</td> <td>Date of Last Name Chg:</td> <td>10/13/2006</td> </tr> <tr> <td></td> <td></td> <td>Date Filed:</td> <td>09/21/2006</td> </tr> <tr> <td></td> <td></td> <td>Notes:</td> <td>N/A</td> </tr> <tr> <td>Historical District:</td> <td>N/A</td> <td>Census Block Group:</td> <td>N/A</td> </tr> </table>	Property Class:	401 - 401-RESIDENTIAL	Assessed Value:	\$19,463	School District:	D - DETROIT SCHOOLS	Taxable Value:	\$19,463	State Equalized Value:	\$19,463	Map #	16	DISTRICT	10	Date of Last Name Chg:	10/13/2006			Date Filed:	09/21/2006			Notes:	N/A	Historical District:	N/A	Census Block Group:	N/A	
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Land Information	[collapse]																
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Lot 2:	0.00 Ft.		0.00 Ft.														
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Renaissance Zone Expiration Date:																	
Mortgage Code:																	
Lot Dimensions/Comments:	N/A																



Legal Information for 16043183.	[collapse]

Year Built:	1975	Finished?:	NO
Auto Doors:	0	Mech Doors:	0
Porch Information			
CPP:	81 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](#)

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: Chapter 9 No. 13-53846
City of Detroit, Michigan Hon. Steven W. Rhodes
Debtor
8445 Saint Marys St
Detroit, MI 48228-1960

NOTICE OF MOTION AND OPPORTUNITY FOR HEARING

Fifth Third Bank as servicer for Fifth Third Mortgage Company has filed papers with the court to seek 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 want 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, you or your attorney must:

1. File with the court a written response or an answer, explaining your position, at the United States Bankruptcy Court, 211 W Fort St, Detroit, MI 48226.¹ 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:

John P. Kapitan (P61901), 31440 Northwestern Hwy Ste 200, Farmington Hills, MI 48334-5422, 248.642.2515

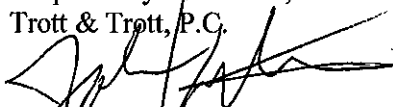
2. If a response or answer is timely filed, the Clerk will schedule a hearing on the Motion and you will be served with a notice of the date, time and location of the hearing.

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 and may enter an Order granting that relief.

TROTT & TROTT, P.C.
31440 NORTHWESTERN
HWY
STE 200
FARMINGTON HILLS, MI
48334-5422
PHONE 248.642.2515
FACSIMILE 248.642.3628

Dated: November 1, 2013

Respectfully Submitted,
Trott & Trott, P.C.


/s/ John P. Kapitan (P61901)
Attorney for Fifth Third Bank as servicer for Fifth
Third Mortgage Company
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422
248.642.2515
Email: EasternECF@trottlaw.com

¹Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:
City of Detroit, Michigan

Chapter 11 No.13-53846
Hon. Steven W. Rhodes

Debtor(s).

CERTIFICATE OF SERVICE

The undersigned states that copies of Fifth Third Bank as servicer for Fifth Third Mortgage Company's MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND ENTRY OF ORDER WAIVING THE PROVISIONS OF FED. R. BANKR. P. 4001 (a) (3) were served upon the following parties, either electronically or by depositing said copies on November 1, 2013 in the U.S. mail, postage prepaid, properly addressed as follows:

City of Detroit, Michigan
20245 Mendota St
Detroit, MI 48221-1078

Eric D. Carlson
Miller Canfield Paddock & Stone PLC
150 W Jefferson Ave Ste 2500
Detroit, MI 48226-4415

Marion J. Mack
211 W Fort St Ste 700
Detroit, MI 48226-3263

City of Detroit Treasurer
2 Woodward Ave Rm 120
Detroit, MI 48226-3573

City of Detroit - Department of Planning &
Development
65 Cadillac Sq Ste 2300
Detroit, MI 48226-2858

Fifth Third Bank - Eastern Michigan
5001 Kingsley Dr
Cincinnati, OH 45227-1114

Secretary of Housing and Urban Development
451 7th St SW
Washington, DC 20410-0001

Audrey Abby
20245 Mendota St
Detroit, MI 48221-1078

Bruce Bennett
555 S Flower St Fl 50
Los Angeles, CA 90071-2452

Timothy A. Fusco
150 W Jefferson Ave Ste 2500
Detroit, MI 48226-4415

Jonathan S. Green
150 W Jefferson Ave Ste 2500
Detroit, MI 48226-4415

David Gilbert Heiman
901 Lakeside Ave E
Cleveland, OH 44114-1163

Robert S. Hertzberg
4000 Town Ctr Ste 1800
Southfield, MI 48075-1505

Deborah Kovsky-Apap
4000 Town Ctr Ste 1800
Southfield, MI 48075-1505

Kay Standridge Kress
4000 Town Ctr
Southfield, MI 48075-1410

Stephen S. LaPlante
150 W Jefferson Ave Ste 2500
Detroit, MI 48226-4415

TROTT & TROTT, P.C.
31440 NORTHWESTERN
HWY
STE 200
FARMINGTON HILLS, MI
48334-5422
PHONE 248.642.2515
FACSIMILE 248.642.3628

Heather Lennox
222 E 41st St
New York, NY 10017-6739

Marc N. Swanson
150 W Jefferson Ave Ste 2500
Detroit, MI 48226-4415

Daniel M. McDermott - United States Trustee
125 Ottawa Ave NW Ste 200
Grand Rapids, MI 49503-2865

Sean M. Cowley - United States Trustee
211 W Fort St Ste 700
Detroit, MI 48226-3263

Sam J. Alberts
1301 K St NW Ste 600
Washington, DC 20005-3317

Paula A. Hall
401 S Old Woodward Ave Ste 400
Birmingham, MI 48009-6613

Claude D. Montgomery
620 5th Ave
New York, NY 10020-2402

Carole Neville
1221 Avenue of the Americas Fl 25
New York, NY 10020-1001

Matthew Wilkins
401 S Old Woodward Ave Ste 400
Birmingham, MI 48009-6613

City of Detroit Water and Sewerage Department
615 Griswold St Ste 1708
Detroit, MI 48226-3990

Douglas C. Bernestein, Esq.
38505 Woodward Ave Ste 2000
Bloomfield Hills, MI 48304-5096

Gary Segatti
20700 Civic Center Dr Ste 420
Southfield, MI 48076-4140

Michigan Property Tax Relief, LLC
20700 Civic Center Dr Ste 310
Southfield, MI 48076-4155

P.P.T.A., Inc.
20700 Civic Center Dr Ste 420
Southfield, MI 48076-4140

Audrey Abby
20245 Mendota St
Detroit, MI 48221-1078

*** See attached List of Creditors Holding 20
Largest Unsecured Claims ***

/s/ Shauna Rinehart

Legal Assistant
Trott & Trott, P.C.
Attorney for Fifth Third Bank as servicer for Fifth
Third Mortgage Company
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422
248.642.2515
Email: EasternECF@trottlaw.com

TROTT & TROTT, P.C.
31440 NORTHWESTERN
HWY
STE 200
FARMINGTON HILLS, MI
48334-5422
PHONE 248.642.2515
FACSIMILE 248.642.3628

UNITED STATES BANKRUPTCY COURT
Eastern District of Michigan

In re City of Detroit, Michigan,
 Debtor

Case No. 13-53846

Chapter 9

Hon. Steven W. Rhodes

AMENDED LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 9 case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address, including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim [if secured also state value of security]¹</i>
General Retirement System of the City of Detroit	General Retirement System of the City of Detroit Attn: Michael J. VanOverbeke, Esq. Interim General Counsel VANOVERBEKE, MICHAUD & TIMMONY, P.C. 79 Alfred Street Detroit, Michigan 48201 Telephone: (313) 578-1200 Facsimile: (313) 578-1201 mvanoverbeke@vmtlaw.com	Estimated pension unfunded actuarial accrued liability	Contingent, unliquidated	\$2,037,000,000 ²

¹ Amounts listed for funded debt obligations reflect the total amounts outstanding, estimated as of June 30, 2013.

² Based on most recent available actuarial analysis.

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
Police and Fire Retirement System of the City of Detroit	Police and Fire Retirement System of the City of Detroit Attn: Joseph E. Turner, Esq. General Counsel CLARK HILL PLC 500 Woodward Avenue Suite 3500 Detroit, Michigan 48226 Telephone: (313) 965-8300 Facsimile: (313) 965-8252 jturner@clarkhill.com	Estimated pension unfunded actuarial accrued liability	Contingent, unliquidated	\$1,437,000,000 ²
U.S. Bank N.A., as trustee and contract administrator 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	Pension-related Certificate of Participation ("COP") liabilities, Series 2006-B	Disputed	\$801,361,345
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as trustee and contract administrator 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	COP liabilities, Series 2005-A	Disputed	\$516,496,945
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as trustee and contract administrator, 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	COP liabilities, Series 2006-A	Disputed	\$153,358,699
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$100,000,000 Unlimited Tax General Obligation Bonds, Series 2001-A(1)		\$78,603,375
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$73,500,000 Limited Tax General Obligation Capital Improvement Bonds, Series 2005-A(1)		\$60,639,506
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$58,630,000 Unlimited Tax General Obligation Bonds, Series 2008-A		\$59,354,563
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$51,760,000 Unlimited Tax General Obligation Bonds, Series 2005-B		\$45,350,528
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$39,270,000 Unlimited Tax General Obligation Bonds, Series 2004-A(1)		\$39,778,853
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$49,715,000 Limited Tax General Obligation Capital Improvement Bonds, Series 2008-A(1)		\$38,279,555
and				
Mail Station EP-MN- WS1D 60 Livingston Ave. St. Paul, MN 55107	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$53,085,000 Unlimited Tax General Obligation Refunding Bonds, Series 2004-B(1)		\$38,118,791
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$44,020,000 Unlimited Tax General Obligation Bonds, Series 2003-A		\$34,826,238
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
Downtown Development Authority 500 Griswold Suite 2200 Detroit, MI 48226	Athanasios Papapanos 500 Griswold St., Suite 2200 Detroit, MI 48226 Telephone: (313) 237-4638 Facsimile: (313) 483-4108 Artp1@degc.org Glen W. Long, Jr. 500 Griswold St., Suite 2200 Detroit, MI 48226 Telephone: (313) 237-4616 Facsimile: (313) 483-4132 gwlong@degc.org Rebecca Navin, Esq. 500 Griswold St., Suite 2200 Detroit, MI 48226 Telephone: (313) 237-4627 Facsimile: (313) 963-8839 navin@degc.org Brian Kott, Esq. Lewis & Munday, P.C. 660 Woodward Ave., Suite 2490 Detroit, Michigan 48226 Telephone: (313) 961-4121 Facsimile: (313) 961-1270 bkott@lewisunday.com	Loan payable		\$33,600,000
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$66,475,000 Unlimited Tax General Obligation Refunding Bonds, Series 2008-B(1)		\$29,891,976
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$25,000,000 Capital Improvement Bonds (Limited Tax), Series 2008-A(2)		\$25,047,259
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$44,100,000 Unlimited Tax General Obligation Bonds, Series 1999-A		\$18,704,347
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$30,805,000 Unlimited Tax General Obligation Refunding Bonds, Series 2005-C		\$18,629,059
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			
U.S. Bank N.A., as bond registrar and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$62,285,000 Limited Tax General Obligation Self-Insurance Bonds, Series 2004		\$13,157,625
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

(1) <i>Name of creditor and complete mailing address, including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	(5) <i>Amount of claim [if secured also state value of security]¹</i>
U.S. Bank N.A., as bond registrar, transfer agent and paying agent 535 Griswold Suite 550 Detroit, MI 48226	Susan T. Brown Senior Vice President and Manager 535 Griswold Suite 550 Detroit, MI 48226 Telephone: (313) 234-4711 Facsimile: (313) 963-9428 susan.brown5@usbank.com	\$13,530,000 General Obligation Capital Improvement Bonds (Limited Tax), Series 2005-A(2)		\$11,057,563
and	Susan E. Jacobsen Vice President U.S. Bank National Association Mail Station EP-MN-WS1D 60 Livingston Ave. St. Paul, MN 55107 Telephone: (651) 466-5864 Facsimile: (651) 466-7401 susan.jacobsen2@usbank.com			

Date: July 29, 2013

/s/ Kevyn D. Orr
City of Detroit, Michigan
Kevyn D. Orr
Emergency Manager

I, Kevyn D. Orr, Emergency Manager of the City of Detroit, Michigan, declare under penalty of perjury that I have read the foregoing Amended List of Creditors Holding 20 Largest Unsecured Claims, and that it is true and correct to the best of my information and belief.

Dated: July 29, 2013

/s/ Kevyn D. Orr
Kevyn D. Orr
Emergency Manager, City of Detroit

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re: Chapter 9 No. 13-53846

City of Detroit, Michigan
Debtor.

Hon. Steven W. Rhodes

_____ /

Attached is the Statement of Corporate Ownership for the above referenced case.

425482B03

/S/ John P. Kapitan (P61901)

Attorney for Fifth Third Bank as servicer for Fifth Third Mortgage Company

31440 Northwestern Hwy Ste 200

Farmington Hills, MI 48334-5422

248.642.2515

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TROTT & TROTT, P.C.
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

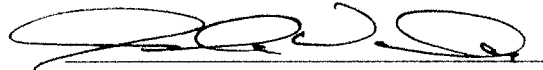
**FIFTH THIRD BANK'S CORPORATE AFFILIATIONS DISCLOSURE PURSUANT TO
FRCP 7.1 AND LR 83.4**

Defendant Fifth Third Bank ("Fifth Third"), by its attorneys, Trott & Trott, P.C. makes the following disclosures pursuant to Fed.R.Civ. P. 7.1 and LR 83.4:

1. Fifth Third Bank is wholly-owned subsidiary of Fifth Third Financial Corporation, which is a wholly-owned subsidiary of Fifth Third Bankcorp, an Ohio corporation. There is no other publicly held corporation owning 10% or more of Fifth Third's stock.
2. No publicly owned corporation or affiliate not a party to this case has a substantial Financial interest in the outcome of this litigation.

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: 7/24/2013



Signature of Authorized Individual

John Walters II
Print Name

Default and Special Services Manager
Title *ASSISTANT VICE PRESIDENT*