

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 KONDAUR  
CAPITAL CORPORATION**

NOW COMES Kondaur Capital Corporation, 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 7827 LONGACRE STREET, Detroit, MI 48228, (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 September 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 \$61,565.15;

12. That the fair market value of the Property is estimated to be \$22,176.00, as indicated by the State Equalized Value; that additional lien(s) exist and are as follows: \$16,035.00 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:1/15/14

By: /S/ Brett A. Border  
Brett A. Border (P65534)  
bborder@sspclgal.com  
Attorney for Kondaur Capital  
Corporation  
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  
KONDAUR CAPITAL CORPORATION**

This matter having come before this Court on the Motion of Kondaur Capital Corporation, (“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 7827 LONGACRE STREET, Detroit, MI 48228, legal description LOT 605, AND 1 / 2 OF VACANT ALLEY ADJOINING IN REAR, WEST HAVEN SUBDIVISION NO. 1 AS RECORDED IN LIBER 43, PAGE 37 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 15th day of January, 2014, 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  
400 Monroe  
Fifth Floor  
Detroit, MI 48226

Resident  
7827 LONGACRE STREET  
Detroit, MI 48228

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

Execution on: 1/15/14

By: /S/ Brett A. Border  
Brett A. Border (P65534)  
bborder@sspcllegal.com  
Attorney for Kondaur Capital Corporation  
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**

Kondaaur Capital Corporation, 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  
211 West Fort St., Ste 700  
Detroit, MI 48226

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:1/15/14

By: /S/ Brett A. Border  
Brett A. Border (P65534)  
bborder@sspcllegal.com  
Attorney for Kondaur Capital  
Corporation  
23938 Research Drive, Suite 300  
Farmington Hills, Michigan 48335  
248-539-7400

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

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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 January 13, 2014. Concurrence was not given.

SCHNEIDERMAN & SHERMAN, P.C.

By: /S/ Brett A. Border

Brett A. Border (P65534)

Bborder@sspclegal.com

Attorney for Kondaur Capital Corporation

23938 Research Dr., Suite 300

Farmington Hills, MI 48335

248-539-7400

In re: City of Detroit, Michigan

Case No. 13-53846-swr

Chapter 9

Hon. Rhodes

Debtor

\_\_\_\_\_ /

Plaintiff(s)

\_\_\_\_\_ /

A.P. No. \_\_\_\_\_

Defendant(s)

\_\_\_\_\_ /

STATEMENT REGARDING OWNERSHIP OF *Kondaur Capital Corporation*

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

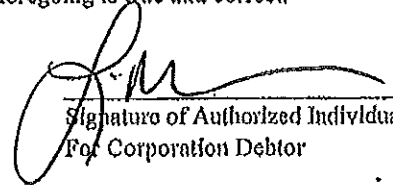
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

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

Dated: 2/14/13

  
\_\_\_\_\_  
Signature of Authorized Individual  
For Corporation Debtor

LORISA M. WILLIAMS  
Print Name

Bankruptcy Clerk  
Title

632301 AUG 02 2005

Li-43228 Pa-137  
205352654 8/02/2005  
Bernard J. Youngblood  
Washe Co. Register of Deeds

# MORTGAGE

PARCEL TAX ID#: WARD 22 ITEM 070798

Recordation Requested by:  
FIRST ALLIANCE MORTGAGE  
32100 TELEGRAPH ROAD  
SUITE 205  
BINGHAM FARMS, MI 48025

When Recorded ~~Mail to:~~  
JANNA PARY  
MERCURY FINANCIAL INC.  
24400 NORTHWESTERN HWY.  
SUITE 210  
SOUTHFIELD, MI 48075

Send Tax Notices to:  
MERCURY FINANCIAL INC.  
24400 NORTHWESTERN HWY.  
SUITE 210  
SOUTHFIELD, MI 48075

GREATLAKES TITLE

THIS MORTGAGE ('Security Instrument') is given on July 22nd, 2005 . The mortgagor is

whose address is 12875 FAUST AVE. , DETROIT, MI 48223

('Borrower'). This Security Instrument is given to FIRST ALLIANCE MORTGAGE,

which is organized and existing under the laws of THE STATE OF MICHIGAN , and whose  
address is 32100 TELEGRAPH ROAD, SUITE 205, BINGHAM FARMS, MI 48025

('Lender'). Borrower owes Lender the principal sum of  
SIXTY EIGHT THOUSAND FOUR HUNDRED FIFTY EIGHT AND NO/100  
Dollars (U.S. \$ 68,458.00 ).

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 August 1st, 2035 . This Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the  
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

Initials: EC

and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender, with power  
the following described property located in WAYNE County, Michigan:  
LOT 605, AND 1/2 OF VACANT ALLEY ADJOINING IN REAR, WEST HAVEN SUBDIVISION NO. 1 AS  
RECORDED IN LIBER 43, PAGE 37 OF PLATS, WAYNE COUNTY RECORDS.

TAX ID NO. WARD 22, Item No. 070798

which has the address of 7827 LONGACRE ST. , DETROIT  
Michigan 48228 ('Property Address');

[Street, City],

[Zip Code]

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.

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

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

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

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. 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.

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 this 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 the 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.



L1-143228 FD-140

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 5 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 5 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.

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.

Initials: EL

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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

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

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

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

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

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

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

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

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

[Check applicable box(es)]

- Condominium Rider
- Graduated Payment Rider
- Other(s) [specify]

- Growing Equity Rider
- Planned Unit Development Rider

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.

SIGNATURE REDACTED

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

This Mortgage was prepared by: JANNA PARY  
MERCURY FINANCIAL INC.  
24400 NORTHWESTERN HWY.  
SUITE 210  
SOUTHFIELD, MI 48075

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this day before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, A MARRIED  
WOMAN

\_\_\_\_\_, to me known to be the individual(s) described in and who  
executed the Mortgage, and acknowledged that he/she/they signed the Mortgage as his/her/their free and voluntary act and  
deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of July, 2005

By Judith J. Coffman

Residing at JUDITH J. COFFMAN  
JUDITH J. COFFMAN  
NOTARY PUBLIC, OAKLAND CO, MI  
MY COMM. EXPIRES JULY 21, 2010  
ACTING IN WAYNE COUNTY, MI

Notary Public in and for the State of MICHIGAN

My commission expires

FILED 01-15-14

2012 SEP 13 PM 3:25

Bernard J. Youngblood  
Wayne County Register of Deeds  
September 13, 2012 03:25 PM  
Inst:2012373617 ASG Pages:1  
Liber:50120 Page:938



**ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is 24400 Northwestern Hwy, Suite 200, Southfield, MI 48075, does hereby grant, sell, assign, transfer and convey, unto **KONDAUR CAPITAL CORPORATION**, whose address is One City Boulevard West, Suite 1900, Orange, CA 92868 (herein "Assignee"), a certain Mortgage dated July 22, 2005, made and executed by **A Married Woman**, to and in favor of First Alliance Mortgage, and recorded August 2, 2005, in Liber 43228, Page 137, Wayne County Records, State of MI, described as follows :


Lot 605, and 1/2 of vacant alley adjoining in rear, West Haven Subdivision No. 1 as recorded in Liber 43, Page 37 of Plats, Wayne County Records.


Commonly known as: 7827 Longacre St., Detroit, MI 48228  
APN: Ward 22, Item 070798

TOGETHER with the note(s) or obligation(s) therein described or referred to WITHOUT RECOURSE, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on September 1, 2012.

**MVB MORTGAGE CORPORATION**  
Assignor

  
\_\_\_\_\_  
Vincent Paparelli, witness


By:   
\_\_\_\_\_  
Cheryl York, Asst Vice President

  
\_\_\_\_\_  
Diana Giles, witness

(Space below this line reserved for Acknowledgment)

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF OAKLAND

On September 1, 2012 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Cheryl York, known to me to be the Assistant Vice President of MVB Mortgage Corp., an Ohio Corporation, which executed the within instrument, that said instrument was signed on behalf of said corporation pursuant to by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
G. Shalla Schmidt, Notary Public  
Oakland County  
State of Michigan  
Commission Expires: July 13, 2017

Prepared by and Return To:  
C York  
MVB Mortgage Corp.  
24400 Northwestern Hwy  
Southfield, MI 48075

July 22nd, 2005

[Date]

7827 LONGACRE ST. DETROIT, MI 48228

[Property Address]

1. PARTIES

'Borrower' means each person signing at the end of this Note, and the person's successors and assigns. 'Lender' means FIRST ALLIANCE MORTGAGE,

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIXTY EIGHT THOUSAND FOUR HUNDRED FIFTY EIGHT AND NO/100 Dollars (U.S. \$ 68,458.00), 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 000/1000 per cent ( 6.000 %) 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.' That 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 September 1st, 2005. Any principal and interest remaining on the first day of August, 2035, will be due on that date, which is called the 'Maturity Date.'

(B) Place

Payment shall be made at 32100 TELEGRAPH ROAD, SUITE 205, BINGHAM FARMS, MI 48025

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

(C) Amount

Each monthly payment of principal and interest will be in the amount of \$ 410.44. 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.

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 000/1000 per cent ( 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. 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.

SIGNATURE REDACTED

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

BORROWER (S) NAME: \_\_\_\_\_

LOAN NO.: 75034

ORIG. NO: \_\_\_\_\_

NOTE DATE: JULY 22, 2005

**ALLONGE TO NOTE**

PAY TO THE ORDER OF MERCURY FINANCIAL, INC.

WITHOUT RECOURSE, ON THIS 22ND DAY OF JULY 20 05

First Alliance Mortgage  
NAME OF COMPANY

Mary Ann Butkovich  
AUTHORIZED SIGNATURE

MARY ANN BUTKOVICH ASSISTANT SECRETARY  
TYPE NAME AND TITLE OF SUGNATORY

PAY TO THE ORDER OF MVB MORTGAGE CORP

WITHOUT RECOURSE  
MERCURY FINANCIAL, INC.

William Cole  
WILLIAM COLE  
SECRETARY/TREASURER

WITHOUT RECOURSE, PAY TO THE ORDER OF

MVB MORTGAGE CORP

BY Cheryl York  
CHERYL YORK, ASST. VICE PRESIDENT



2010 MAY 12 AM 10:59

Bernard J. Youngblood  
Wayne County Register of Deeds  
May 12, 2010 10:58 AM  
Liber 48544 Page 98-105  
#2010210185 MTG FEE: \$36.00



**MORTGAGE**

Project No.  
Maturity Date: January 29, 2013

Loan No.  
Execution Date: January 29, 2010

**THIS IS A FUTURE ADVANCE MORTGAGE.**

**THE MAXIMUM PRINCIPAL AMOUNT, EXCLUDING PROTECTIVE ADVANCES (AS DEFINED IN SECTION 565.901 OF MICHIGAN COMPILED LAWS ANNOTATED), THAT MAY BE SECURED BY THIS MORTGAGE IS \$60,000.00. NOTWITHSTANDING THE FOREGOING, (1) MORTGAGEE SHALL BE UNDER NO OBLIGATION TO LOAN THE MAXIMUM PRINCIPAL AMOUNT TO MORTGAGOR AND (2) THIS MORTGAGE SHALL SECURE THE MAXIMUM PRINCIPAL AMOUNT ONLY IF MORTGAGEE LOANS SUCH AMOUNT TO MORTGAGOR.**

This Mortgage is made as of this 29th day of January, 2010 between a single woman (hereinafter called "Mortgagor"), residing at 7827 Longarce, Detroit, Michigan 48228 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, 17<sup>th</sup> Floor, Detroit, Michigan 48226.

WITNESSETH:

Mortgagor, for and in consideration of a loan in the principal amount of Sixteen Thousand Thirty-Five and 00/100 (\$16,035.00) Dollars, as evidenced by a Promissory Note dated the date hereof executed by Mortgagor and payable to Mortgagee (the "Loan Note"), and other consideration, the adequacy and receipt of which is hereby acknowledged by Mortgagor, for the purpose of securing (1) repayment of the indebtedness evidenced by the Loan Note, with interest thereon, and performance of Mortgagor's obligations under the Loan Note, (2) performance of Mortgagor's obligations under this Mortgage and (3) repayment of all future advances made to Mortgagor by Mortgagee ("Future Advances"), with interest thereon, and performance of Mortgagor's obligations under each Promissory Note evidencing Future Advances ("Future Advance Note") (the Loan Note and each Future Advance Note may be referred to hereinafter individually and collectively as the "Note") HEREBY MORTGAGES AND WARRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS the land, premises and property located in

1974112.0001.393166v6.DET

1

the City of Detroit, County of Wayne, State of Michigan and described as follows (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.

Mortgagor covenants and agrees as follows:

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, 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 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. During the term of the Note, and for as long as any amount due and payable under the Note or this Mortgage remains unpaid, Mortgagor shall not, without the prior written consent of Mortgagee, sell or transfer the Premises to any person other than Mortgagor's spouse or mortgage or otherwise encumber the Premises. In the event of the death of Mortgagor, the full principal amount of the Note, shall immediately become due and payable to Mortgagee without notice or demand to any agent or representative of Mortgagor, unless the death of Mortgagor causes the Premises to be transferred, conveyed, devised, bequeathed or assigned to the surviving spouse of Mortgagor. The full principal amount of the Note shall become due and payable, without notice or demand, upon the conveyance of the Premises by the aforementioned surviving spouse to any other person at any time prior to the discharge of this Mortgage.

10. The Mortgagee is authorized to declare, at its option, all or part of the indebtedness secured hereby immediately due and payable upon the non-performance or breach by Mortgagor of any covenant, agreement, term or condition of this Mortgage or of the Note. Each such non-performance or breach may be referred to hereinafter as an Event of Default.

If an Event of Default occurs, Mortgagee, in addition to its option to declare the entire indebtedness secured hereby immediately due and payable, 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. Mortgagor will give immediate notice by registered or certified mail to 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 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 future land 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 Mortgagor 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 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. 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.

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

18. 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.

19. This Mortgage is a future advance mortgage under Act 348 of Public Acts of 1990, MCLA 565.901 et seq. (the "Act"). Every Future Advance under the Note and this Mortgage shall have the same priority as if the Future Advance was made on the date that this Mortgage was recorded. This Mortgage shall secure all indebtedness of Mortgagor and its successors and assigns under the Note and this Mortgage, whenever incurred, such indebtedness to be due and payable in accordance with the Note. Notice is hereby given that the indebtedness secured hereby may increase as a result of "protective advances", as that term is defined in the Act, including but not limited to, unpaid taxes or insurance premiums that Mortgagee elects to pay, attorney fees or other costs incurred in enforcing the Note or this Mortgage, or other

expenses incurred by Mortgagee in protecting the Premises, the security of this Mortgage or Mortgagee's rights and interests hereunder. The maximum principal amount, excluding protective advances, that may be secured by this Mortgage is \$60,000.00. Notwithstanding the foregoing, (1) Mortgagee shall be under no obligation to loan the maximum principal amount to Mortgagor and (2) this Mortgage shall secure the maximum principal amount only if Mortgagee loans such amount to Mortgagor.

[END OF PAGE]

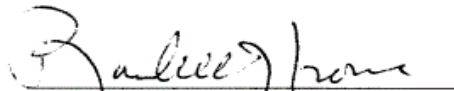
IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

MORTGAGOR:

SIGNATURE REDACTED

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WAYNE )

On this 29th day of January 2010, before me, the subscriber, a Notary Public in and for said county, personally appeared, , known to me to be the person described herein and who executed the within Mortgage, and then acknowledged the execution thereof to be her free act and deed.



Notary Public  
Wayne County, Michigan  
My Commission Expires:02/27/2013  
Acting in Wayne County, Michigan

Drafted by and when recorded return to:  
City of Detroit  
Planning and Development Dept.  
Housing Services Division  
65 Cadillac Square, Ste. 1700  
Detroit, Michigan 48226  
Attn: Randall Thomas



1974112.0001.393166v6.DET

7



**Exhibit A**

**DESCRIPTION OF PROPERTY**

That land, situated in the City of Detroit, County of Wayne, State of Michigan, and described as follows:

**Lot 605, AND ½ OF VACANT ALLEY ADJOINING IN REAR. WEST HAVEN SUBDIVISION NO.1 AS RECORDED IN LIBER 43, PAGE 37 OF PLATS, WAYNE COUNTY RECORDS.**

**More Commonly Known As: 7827 Longarce Street, Detroit, MI 48228**

**Ward No 22**

**Parcel # 070798**



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collapse the menu  
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**General Property Information**

Parcel: 22070798. Unit: CITY OF DETROIT

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

<b>Property Address</b>	[collapse]
7827 LONGACRE DETROITMI48228	

<b>Owner Information</b>	[collapse]
7827 LONGACRE DETROIT, MI 48228	
<b>Unit:</b>	01

<b>Taxpayer Information</b>	[collapse]
SEE OWNER INFORMATION	

<b>General Information for Tax Year 2013</b>				[collapse]
<b>Property Class:</b>	401 - 401-RESIDENTIAL	<b>Assessed Value:</b>	\$11,088	
<b>School District:</b>	D - DETROIT SCHOOLS	<b>Taxable Value:</b>	\$11,088	
<b>State Equalized Value:</b>	\$11,088	<b>Map #</b>	22	
<b>DISTRICT</b>	7	<b>Date of Last Name Chg:</b>	08/03/2005	
		<b>Date Filed:</b>	07/22/2005	
		<b>Notes:</b>	N/A	
<b>Historical District:</b>	N/A	<b>Census Block Group:</b>	N/A	
<b>Principal Residence Exemption</b>				
	<b>June 1st</b>	<b>Final</b>		
	-	-		
<b>2013</b>	100.0000 %	100.0000 %		

<b>Land Information</b>				[collapse]
	<b>Frontage</b>		<b>Depth</b>	
<b>Lot 1:</b>	40.00 Ft.		124.00 Ft.	
<b>Lot 2:</b>	0.00 Ft.		0.00 Ft.	
<b>Lot 3:</b>	0.00 Ft.		0.00 Ft.	
<b>Total Frontage:</b>	40.00 Ft.	<b>Average Depth:</b>	124.00 Ft.	

<b>Total Acreage:</b>	0.11		
<b>Zoning Code:</b>			
<b>Land Value:</b>	\$1,688	<b>Mortgage Code:</b>	
<b>Land Improvements:</b>	\$0	<b>Lot</b>	N/A
<b>Renaissance Zone:</b>	NO	<b>Dimensions/Comments:</b>	
<b>Renaissance Zone Expiration Date:</b>			

**Legal Information for 22070798.**

[collapse]

W LONGACRE 605 AND E 9 FT OF VAC ALLEY ADJ WEST HAVEN NO 1 SUB L43 P37 PLATS, W C R 22/251 40 X 124

**Sales Information****7 sale record(s) found.**

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
07/22/2005	\$69,000.00	PTA	BRALEN INC		ARMS LENGTH	
09/30/2004	\$28,900.00	WD	STERLING BANK AND TRUST	BRALEN INC	ARMS LENGTH	
04/01/1997	\$26,000.00	LC			ARMS LENGTH	29559:07630
08/01/1989	\$7,539.00	PTA			NQ	24318:01820
11/01/1983	\$13,476.00	WD			REVIEW NEEDED	21939:05870
05/01/1982	\$14,100.00	WD			NQ	21508:03720
10/01/1968	\$15,750.00	WD			ARMS LENGTH	00118:09790

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

Description	Floor Area	Yr Built
<input type="checkbox"/> Residential Building 1	950 Sq. Ft.	1961

**General Information**

<b>Floor Area:</b>	950 Sq. Ft.	<b>Estimated TCV:</b>	N/A
<b>Garage Area:</b>	0 Sq. Ft.	<b>Basement Area</b>	950 Sq. Ft.
<b>Foundation Size:</b>	950 Sq. Ft.		
<b>Year Built:</b>	1961	<b>Year Remodeled:</b>	0
<b>Occupancy:</b>	Single Family	<b>Class:</b>	C
		<b>Tri-Level?:</b>	NO
<b>Percent Complete:</b>	100%	<b>Heat:</b>	Forced Air w/ Ducts
<b>AC w/Separate Ducts:</b>	NO	<b>Wood Stove Add-on:</b>	NO
<b>Bedrooms:</b>	0	<b>Water:</b>	N/A
<b>Style:</b>	SINGLE FAMILY	<b>Sewer:</b>	N/A

**Area Detail** - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Full Bsmnt.	Siding	950 Sq. Ft.	1 Story

<b>Area Detail</b> - Overhangs			
<b>Height</b>	<b>Exterior</b>	<b>Area</b>	<b>Included in Size for Rates</b>

<b>Basement Finish</b>			
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<b>Recreation:</b>	0 Sq. Ft.	<b>Recreation % Good:</b>	0
<b>Living Area:</b>	0 Sq. Ft.	<b>Living Area % Good:</b>	0
<b>Walk Out Doors:</b>	0	<b>No Concrete Floor Area:</b>	0 Sq. Ft.

<b>Plumbing Information</b>	
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<b>3-Fixture Baths:</b>	1
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<b>Porch Information</b>			
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<b>CPP:</b>	27 Sq. Ft.	<b>Foundation:</b>	Standard
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