

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
Southern Division

BRIAN J. MARTIN, YAHMI NUNDLEY,
and KATHLEEN CADEAU, individually and
on behalf of all others similarly situated,

v.

TROTT LAW P.C. (f/k/a TROTT & TROTT,
P.C.), DAVID A. TROTT, JANE DOE, AND
JOHN DOE.

Defendants.

Andrew J. McGuinness (P42074)
ANDREW J. MCGUINNESS, ESQ.
122 S Main St, Suite 118
P O Box 7711
Ann Arbor, MI 48107
Phone: (734) 274-9374
drewmcg@topclasslaw.com

Paul F. Novak (P39524)
Diana Gjonaj (P74637)
MILBERG LLP
Chrysler House
719 Griswold St, Suite 620
Detroit, MI 48226
Phone: (313) 309-1760
pnovak@milberg.com
dgjonaj@milberg.com

Daniel R. Karon (*admitted*)
Beau Hollowell
KARON LLC
700 W St Clair Ave, Suite 200
Cleveland, OH 44113
Phone: (216) 622-1851
dkaron@karonllc.com
bhollowell@karonllc.com

Counsel for Plaintiffs and the Proposed Class

Case No. 2:15-cv-12838

Hon. David M. Lawson

Mag. Judge David R. Grand

Class Action

Demand For Jury Trial

Charity A. Olson (P 68295)
OLSON LAW GROUP
2723 S State St, Suite 150
Ann Arbor, MI 48104
Phone: (734) 222-5179
colson@olsonlawpc.com

Counsel for Trott Law, P.C.

Joseph Aviv (P30014)
Bruce L. Segal (P36703)
HONIGMAN MILLER SCHWARTZ & COHN LLP
39400 Woodward Ave, Suite101
Bloomfield Hills, MI 48304
Phone: (248) 566-8300
javiv@honigman.com
bsegal@honigman.com

Counsel for David A. Trott

Introduction

1. Effective March 1978 the United States Congress enacted the Fair Debt Collection Practices Act (“FDCPA”). 15 U.S.C. § 1692, *et seq.* In so doing Congress stated its “findings and declaration of purpose” as follows:

It is the purpose of this subchapter to eliminate abuse debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, *and to promote consistent State action to protect consumers against debt collection abuses.*

15 U.S.C. § 1692(e) (emphasis added).

2. Following Congress’ express invitation, in 1980 and in 1981 the Michigan Legislature enacted the Michigan Occupational Code (“MOC”), M.C.L. § 339.901, *et seq.*, and the Regulation of Collection Practices Act (“RCPA”), M.C.L. § 445.251, *et seq.*, regulating the debt collection practices of collection agencies and “regulated persons” respectively (collectively, “Michigan collection practices statutes”). Like the FDCPA, 15 U.S.C. §1692e, these Michigan collection practices statutes prohibit “misleading” communications in connection with the collection of debts. M.C.L. §§ 339.915(e), 445.252(e). More specifically, the FDCPA and the Michigan collection practices statutes each expressly prohibit communications purporting to be from an attorney that are not actually

communications from an attorney. 15 U.S.C. § 1692(e)(3); M.C.L. §§ 339.915(a), 445.252(a).

3. Two years after enactment of the RCPA, in 1983, the professional corporation named for many years Trott & Trott, P.C., was incorporated.

4. This action concerns a particular misleading communication: a form letter sent by defendant Trott Law, P.C. (f/k/a Trott & Trott, P.C.) (“Trott PC”), Michigan’s dominant foreclosure firm, to hundreds of thousands of Michigan homeowners over the past several years.

5. Under both the FDCPA and the Michigan collection practices statutes courts apply an objective “least sophisticated consumer” standard to determine whether communications are misleading.

6. This case falls within a category of debt collection cases referred to as “attorney letterhead” cases. The form letters from Trott PC that are the subject of this Complaint are misleading in violation of both federal and state law because they suggest to consumers that they were written by an attorney, when in fact they were not. Instead, these letters were generated and sent by non-attorney personnel with minimal or no substantive attorney involvement.

7. On information and belief, defendants also failed to comply with the statutory requirements for a “notice of debt” by incorrectly stating the amount of the debt, by omitting or misstating attorneys’ fees due under the loan documents, and/or

by including charges for attorneys' fees not authorized by Michigan law, thereby violating both federal and state debt collection law for these additional reasons.¹

8. Moreover, the reference to a looming sheriff's sale in a large subgroup of the form letters at issue, containing a solicitation of a request for a reinstatement quote, "overshadow" the notice-of-dispute rights of the debtor under the FDCPA, thereby violating the Michigan collection practices statutes as well.

9. Finally, use of the term "corporate advance" in a subset of the letters at issue is misleading and risks masking an attempt to collect fees not permitted by Michigan law.

Jurisdiction and Venue

10. This Court has jurisdiction of both the FDCPA and the Michigan collection practices statutory claims under the Class Action Fairness Act, 28 U.S.C. §§ 1332(d), 1453, and 1711–1715, in that (i) the putative class contains more than 100 members; (ii) the claims total more than \$5 million; and (iii) there is minimal diversity because a number of the more than 250,000 estimated class members who

¹ In compliance with the Court's July 26, 2016, ruling on defendants' motions to dismiss (ECF No. 28), over plaintiffs' objection, this Second Amended Complaint omits certain claims described in this paragraph under 15 U.S.C. §§ 1692g(a)(1) & 1692f(1), and parallel state claims under M.C.L. §§ 445.252(e) & (f). Plaintiffs anticipate filing a Motion to Reconsider this aspect of the Court's ruling, and do not waive such claims by their formal omission from this pleading. Plaintiffs note that the applicable statutes of limitations on these claims continue to be tolled in this class action per *American Pipe & Const. Co. v. Utah*, 414 U.S. 538 (1974), pending their final adjudication.

were Michigan residents when Trott PC sent them the Trott PC Foreclosure Letter (defined below) up to six or more years ago have since moved their domiciles outside of Michigan.

11. This Court also has jurisdiction of the FDCPA claims under 28 U.S.C. § 1331, 28 U.S.C. § 1337, and 15 U.S.C. § 1692k(d); and supplemental jurisdiction of the Michigan collection practices claims under 28 U.S.C. § 1367.

12. Venue is proper in this district because all defendants reside here, all defendants conduct business here, all plaintiffs reside here, and the conduct complained of occurred here.

Parties and Affiliates

13. Plaintiff Brian J. Martin (“Martin”) is an individual residing in Trenton, Michigan.

14. Plaintiff Yahmi Nundley is an individual presently residing in Westland, Michigan.

15. Plaintiff Kathleen Cadeau (f/k/a Kathleen Marick) is an individual presently residing in Redford, Michigan.

16. Trott & Trott, P.C., filed with the Michigan Department of Licensing and Regulatory Affairs Corporations Bureau on December 1, 2014, a certificate changing its name to “Trott Law, P.C.” On that same date the firm filed an assumed name certificate for “Trott & Trott, P.C.” Effective January 2, 2015, the firm filed a

certificate cancelling the assumed name certificate. The firm now goes publically by the name “Trott Law, P.C.” For purposes of this Complaint the term “Trott PC” refers both to Trott & Trott, P.C., and Trott Law, P.C., which are in fact and in law the same entity.

17. Trott PC is a professional corporation organized under Michigan law.

18. Trott PC holds itself out as a law firm.

19. David A. Trott (“David Trott”) is an attorney licensed to practice law in Michigan, and, on information and belief, a resident of Oakland County, Michigan.

20. For most of the Class Period (defined below), David Trott was the majority shareholder/owner of Trott PC and President and/or Managing Partner of that firm. As of September 9, 2012, David Trott was the President and owner of Trott PC.

21. In late 2014, after his election to Congress, on information and belief David Trott sold his interest in Trott PC. He is no longer employed by the firm.

22. “Jane Doe” and “John Doe” are placeholders for an indeterminate number of partners or shareholders of Trott PC that may bear individual culpability for the claims stated in this Complaint, and may be separately liable therefore.

**Trott PC's Dominance of the Michigan
Foreclosure Industry And The Nature Of Its Business**

23. David Trott appeared on the public television series "Due Process" produced by Henry Baskin, Esq., which originally aired in or about September 2007. On that program, David Trott stated that:

- a. Trott PC started in 1992 "with 12 employees,"
- b. That Trott PC had "grown to nearly 500 employees,"
- c. That Trott PC had about 70 lawyers; and
- d. That foreclosures are "what we do."

24. Trott PC's LinkedIn "home" page (accessed May 19, 2014) stated that the firm:

[S]pecializes in all facets of real estate finance default legal work [and that] the firm represents mortgage bankers, banks, credit unions, mortgage servicers, regional property owners, investor groups and individual entrepreneurs in the state of Michigan.

25. As of April 16, 2015, the firm's LinkedIn home page stated, in part, that the firm:

[S]pecializes in all facets of real estate finance legal work, including default servicing, bankruptcy, eviction and litigation [and that] the firm represents mortgage servicers, banks, credit unions, investor groups, commercial and multi-family property owners, and individual entrepreneurs.

26. David Trott was interviewed for a feature story on "power lawyers" published on December 7, 2008, by Crain's Detroit Business magazine. The article

identifies David Trott as President and Managing Partner of Trott PC. According to Crain's, Trott PC:

- a. "has had the narrow niche of foreclosure work since its inception in 1976";
 - b. is "one of the three largest foreclosure law firms in the country, based on business volume and employees";
 - c. may have handled some 40,000 "work-outs" in 2008 alone;
 - d. "offers technological services for the foreclosure process," and
 - e. "[t]he company now has more than 1,000 employees nationally."
27. On information and belief, Trott PC employed less than 80 attorneys in

2008.

28. In a 2014 article on "Leading Detroit Law Firms," Crain's Detroit Business reported that Trott PC had 73 attorneys combined in the following counties: Wayne, Oakland, Macomb, Livingston, and Washtenaw. This article ranks Trott PC as the 11th largest law firm in Southeastern Michigan.

29. On May 18, 2014, the Detroit Free Press published an article recounting a "wide-ranging interview" with David Trott, in which he "talked about his late parents and their once-small law office, and how . . . he built it into a multi-company empire, at one point employing 1,800 people."

30. On information and belief, other large law firms in Michigan have substantially fewer staff in relation to attorneys than Trott PC. For example, if Trott

PC has 500 employees, of which 61 are attorneys², then some 12% of its employees are attorneys (less than one in eight). If it currently employs 1,000 people, including 61 attorneys, then only some 6% of its employees are attorneys (less than one in 16).

31. In 2012, The Managing Partner Forum, working with ALM Legal Intelligence and The National Law Journal, conducted a comprehensive survey of mid-size US law firms. (ALM Survey.) Some 196 firms, with nearly 10,000 lawyers, participated.

32. The ALM Survey found that in 2012 law firms averaged 83 support staff per 100 lawyers (ratio of 0.83 staff to one lawyer). If Trott PC has a total of 61 lawyers, and had an average ratio of support staff to lawyers, it would have approximately 51 support staff for a total of 112 employees (rather than 500 or more).

33. Alternatively, if Trott PC has 1,000 employees and had an average ratio of support staff to attorneys among mid-sized American law firms it would employ approximately 546 attorneys rather than 61.

34. American Processing Company, LLC (APC), is a Michigan corporation incorporated in June 2005.

² A search of the member directory of the Michigan Bar Association at www.michbar.org on April 15, 2015, revealed 61 attorneys listed with Trott PC.

35. APC provides processing services for law firms engaged in the foreclosure services industry.

36. APC, at the time of its incorporation, was owned by Trott PC, David Trott, and/or certain family members of David Trott.

37. In October 2009, APC filed assumed name registrations with the State of Michigan for the names “National Default Exchange” and “NDeX.”

38. In this Complaint, the acronym “APC” refers to APC, National Default Exchange, and NDeX, or any of them.

39. In or about March 2006, APC signed an exclusive services contract with Trott PC for a 15-year term, expiring in or about March 2021. On information and belief, among the principal terms of the APC/Trott PC exclusive services agreement are those whereby:

- a. Trott PC agrees to use exclusively the services of APC for foreclosure services processing, unless a Trott PC client specifies that Trott PC use another provider; and
- b. Trott PC agrees to pay APC a pre-negotiated fixed fee for each file it refers to APC for processing.

40. On March 14, 2006, Trott PC and David Trott sold an 81% interest in APC to Dolan Media Group, k/k/a The Dolan Company (collectively, Dolan), for approximately \$40 million. After this transaction, Trott PC and/or David Trott and/or his immediate family members, directly or through an entity they or he

created identified as APC Investments, LLC, retained approximately an 18% interest in APC.

41. In the fourth quarter of 2007, Dolan paid Trott PC \$12.5 million for approximately a 9.1% interest in APC.

42. On December 31, 2009, Dolan acquired approximately 5.2% of the equity interest in APC from David Trott and certain other partners of Trott PC for an aggregate purchase price of \$8 million plus additional consideration of Dolan stock.

43. On January 4, 2010, Dolan acquired 2.4 % of APC owned by David Trott or his affiliates for \$5 million.

44. As of December 31, 2007, 348 of APC's 505 employees worked at Trott PC's headquarters, located at 31440 Northwestern Highway, Farmington Hills, Michigan. This office building is owned by NW13, LLC (NW13).

45. David Trott owned a 75% interest in NW13 from at least 2008 into 2012.

46. In 2012, Trott PC leased 25,000 square feet of its headquarters to APC for \$565,909. As of May 2014, David Trott continued to own 60% of NW13.

47. According to State of Michigan records, until September 19, 2011, David Trott was the resident agent for APC and the registered office for APC was 31440 Northwestern Hwy, Ste 300, Farmington Hills, Michigan 48334. As

indicated on Exhibits A, B, and C, attached, this address is in the same office building as Trott PC.

48. According to Trott PC's 2014 Annual Report filed with the State of Michigan in May 2014, David Trott was Trott PC's resident agent, and the firm's registered office was at the same building address as that of APC, with a suite number 200 (Trott PC) instead of 300 (APC).

49. David Trott was Chairman of APC prior to February 2, 2013.

50. Dolan and/or APC have had one or more employment agreement(s) with David Trott in one or more executive officer position(s) since 2007, and have paid him compensation pursuant to such employment agreement(s).

51. In 2007 and 2008, David Trott served as President of APC, and "led its sales and marketing efforts."

52. David Trott was an executive officer of Dolan until May 17, 2012.

53. According to a report published in the Detroit Free Press on May 18, 2014, David Trott was paid some \$264,000 per year through February 2013 for his services at APC and/or Dolan, not counting stock options and other forms of compensation.

54. During the Class Period (defined below), APC paid Net Director, LLC, and American Servicing Corporation for services provided to APC. David Trott has, over the Class Period, directly or indirectly held ownership interests in these two

companies, including a 50% ownership interest in American Servicing Corporation until June 1, 2010.

55. On information and belief, on or about August 31, 2013, Dolan sold that portion of APC covering its Michigan services, referred to as “NDeX Michigan,” back to David Trott, individually or through his family members, and/or to Trott PC. The sale price has not been publicly disclosed. On information and belief, Trott PC and David Trott owned, as recently as June 2014, directly or indirectly a majority interest in NDeX Michigan.

56. According to Dolan’s 2007 Form 10-K filed with the SEC, Trott PC handled 64% of all foreclosures in Michigan in calendar 2007.

57. According to an article published by the Detroit Free Press on May 18, 2014, after interviewing David Trott (“U.S. House candidate David Trott made millions in mortgage crisis”), Trott PC handled “as many as 80,000 [foreclosures] in Michigan in a single year, by his own count.” The Detroit Free Press identifies the single year as 2009.

58. According to Dolan’s SEC filings, Dolan through APC and/or other affiliates received the following sums for “mortgage default process services” provided to Trott PC in the following years, and recorded the following accounts receivables due from Trott PC for such services at year end:

Year	Payments	Year-end A/R
2008	\$41,266,000	\$4,052,000
2009	\$43,534,000	\$4,380,000
2010	\$43,162,000	\$3,327,000
2011	\$33,451,000	\$4,450,000
2012	\$25,249,000	\$3,212,000

59. On information and belief, the level of payments made by Trott PC to APC over the period 2008-2012 reflect the relative volume of Trott PC's handling of foreclosure by advertisement proceedings in Michigan over those years.

60. By comparing Dolan/APC's income from Trott PC in 2009 with the 80,000 foreclosure proceedings David Trott says Trott PC handled that year, Trott PC's foreclosure volume for 2008, 2010, 2011, and 2012 can be estimated from Dolan's SEC filings data. (This calculation, while believed reliable, is only an estimate. For example, the per-file processing charge paid by Trott PC to APC may have changed over the time period. Moreover, some clients may have required Trott PC to use a mortgage default process servicer other than APC to varying degrees over this time period.) Public data is not known to be available for 2013 or 2014.

61. Based on this calculation³, plaintiffs are able to estimate that following foreclosure volumes in Michigan by Trott PC for the following calendar years:

2008:	76,297
2009:	79,999
2010:	76,802
2011:	63,059
2012:	43,793
<u>Total</u>	<u>339,950</u>

62. On information and belief, the vast majority of non-commercial residential property foreclosures conducted by Trott PC in Michigan have been pursuant to Michigan's foreclosure by advertisement statute, M.C.L. § 600.3201, *et seq.*

63. Based on the foregoing calculations, on information and belief it is estimated that Trott PC has handled over 250,000 foreclosures by advertisement proceedings in Michigan over the Class Period (defined below).

64. On information and belief, in each foreclosure by advertisement proceeding in Michigan handled by Trott PC since at least 2007, Trott PC has sent a

³ The calculation is as follows: (i) per/year APC fees received from Trott PC derived from SEC form 10-K data, by taking year-end accounts receivables, adding calendar year payments, and subtracting previous year-end accounts receivable to get net dollar volume per calendar year; (ii) divide 2009 net dollar volume by the 80,000 foreclosures David Trott says Trott PC processed that year to yield a per-foreclosure fee of \$548.28; and (iii) dividing the net dollar volume for each remaining calendar year by \$548.28 to get an estimated foreclosure volume for each year. 2007 year-end accounts receivables was reported as \$3,486,000. Net dollar volumes per calendar year for the period 2008-2012 were calculated as \$41,832,000; \$43,862,000; 42,109,000; \$34,574,000; and \$24,011,000, respectively.

letter to the debtor/mortgagor in substantial conformity with Exhibits A, B and C to this Complaint, in that each such letter:

- a. Was on firm letterhead;
- b. Displayed David Trott's surname;
- c. Identified Trott PC's client as the creditor or servicing agent;
- d. Stated that Trott PC was retained by its client to foreclose the debtor's mortgage;
- e. Purports to state a "total indebtedness";
- f. Did not disclaim that it was from an attorney;
- g. Was (with rare exception) unsigned by an individual Trott PC lawyer; and
- h. Contained the typographic text "Trott & Trott, P.C.," or "Trott Law PC," and frequently the additional text "FORECLOSURE DEPARTMENT," at the end of the letter in the signature block.

The Trott PC Foreclosure Letter

65. On or about May 3, 2012, Trott PC, David Trott, Jane Doe, and John Doe caused to be sent to plaintiff Martin by U.S. Mail a letter informing him that Trott PC had been retained by Bank of America to foreclose on a home that Martin and his wife owned located at 1844 Pinetree Drive in Trenton, Michigan. A true and correct copy of this letter (redacted) is attached as Exhibit A hereto.

66. Exhibit A was an attempt to collect a debt allegedly owed by Martin on a note secured by a mortgage on his home.

67. On or about August 12, 2014, Trott PC, David Trott, Jane Doe, and John Doe caused to be sent to plaintiff Yahmi Nundley by U.S. Mail a letter informing Ms. Nundley that Trott PC had been retained by 21st Mortgage Corporation to foreclose on a home that she owned located at 29143 Carlton Street in Inkster, Michigan. A true and correct copy of this letter (redacted) is attached as Exhibit B hereto.

68. Exhibit B was an attempt to collect a debt allegedly owed by Nundley on a note secured by a mortgage on her home.

69. On or about October 28, 2015, Trott PC, Jane Doe, and John Doe caused a letter to be sent to plaintiff Kathleen Cadeau by U.S. Mail informing Ms. Cadeau that Trott PC had been retained by Fifth Third Bank to foreclose on a home that she owned located at 11354 Leverage in Redford, Michigan. A true and correct copy of this letter (redacted) is attached as Exhibit C hereto.

70. Exhibit C was an attempt to collect a debt allegedly owed by Cadeau on a note secured by a mortgage on her home.

71. The May 3, 2012, Trott PC letter to Martin, the August 12, 2014, Trott PC letter to Nundley, and the October 28, 2015, Trott PC letter to Cadeau are form letters, in that they were generated based on a standard form of letter used by Trott

PC to initiate correspondence with Michigan residents whose mortgages Trott PC had been retained to foreclose. This form letter (as distinct from Exhibits A, B, and C which are three instances of it) is referred to herein as the “Trott PC Foreclosure Letter”.

72. The Trott PC Foreclosure Letter is sometimes referred to as a § 1692g notice or “initial communication,” with reference to 15 U.S.C. § 1692g, or “notice of debt”.

73. On information and belief, form letters such as the Trott PC Foreclosure Letter are referred to internally at Trott PC as “default templates” or are generated using such “default templates.”

74. Using the May 3, 2012, Trott PC foreclosure letter to Martin as an example, on information and belief account-specific information such as the addressee, the “RE:” line, the Trott PC file number, the loan number, the principal balance, the unpaid interest, the late charges, any “corporate advance” (if applicable) and “total” was “merged” or “cut and pasted” into the Trott PC Foreclosure Letter to generate such letters to Michigan residents.

75. On information and belief, the Trott PC Foreclosure Letter has remained substantively consistent throughout the Class Period, with minor changes that do not materially affect the claims presented in this Complaint.

76. On information and belief, the Trott PC Foreclosure Letter, since at least 2007:
- a. Has been printed on Trott PC letterhead;
 - b. Has displayed David Trott's surname;
 - c. Has recited that Trott PC "is the creditor's law firm," and/or that Trott PC "represents" the creditor or servicer;
 - d. Has recited that "this matter was referred to this office to foreclose the mortgage" or that "[t]he creditor has referred this matter to this office with instructions to commence foreclosure proceedings against the property," or similar text;
 - e. Has not disclaimed that it was from an attorney;
 - f. Has not been signed by an individual attorney at Trott PC, but instead
 - g. Frequently contains a department designation in the closing (e.g., the "FORECLOSURE DEPARTMENT" as in Exhibit A); and
 - h. Contains a signature block reading "Yours very truly, Trott & Trott, P.C. [Trott Law, P.C.]"
77. Plaintiffs received and reviewed Exhibits A, B, and C respectively, shortly after they were sent by or on behalf of Trott PC.

The Misleading Character of the Trott PC Foreclosure Letter

78. On information and belief Exhibit A was not specifically authored by an attorney. In other words, an attorney did not write Exhibit A.

79. On information and belief Exhibit B was not specifically authored by an attorney. In other words, an attorney did not write Exhibit B.

80. On information and belief Exhibit C was not specifically authored by an attorney. In other words, an attorney did not write Exhibit C.

81. On information and belief, the Martin file was not meaningfully reviewed by an attorney at Trott PC in connection with Exhibit A being generated and sent by or on behalf of Trott PC to Martin.

82. On information and belief, the Nundley file was not meaningfully reviewed by an attorney at Trott PC in connection with Exhibit B being generated and sent by or on behalf of Trott PC to Nundley.

83. On information and belief, the Cadeau file was not meaningfully reviewed by an attorney at Trott PC in connection with Exhibit C being generated and sent by or on behalf of Trott PC to Cadeau.

84. On May 19, 2015, Andrew Wayne, who identified himself as a “senior title attorney” at Trott PC for seven years, gave a deposition in connection with Case No. 2:15-cv-10747, then pending in the United States District Court for the

Eastern District of Michigan (“Wayne Deposition”). Mr. Wayne was represented by counsel.⁴

85. Wayne testified regarding a December 8, 2014, Trott PC Foreclosure letter sent to Earl Wilson. Wayne testified that he was the title attorney assigned to the Wilson foreclosure.

86. Wayne described the process followed by Trott PC leading up to the mailing of a Trott PC Foreclosure Letter:

- a. The firm’s mortgage client first contacts a “pre-sales team”;
- b. That team “put[s] . . . information requested by [the client] into [the Trott PC] proprietary case management system”;
- c. Non-attorney “processors” put file information into form (or template) Trott PC Foreclosure Letters. The templates used are the same regardless of firm client. Wayne did not draft the template. He does not know how the processors know to put information such as principal balance into individual letters;
- d. For files he is assigned, Wayne testified that he “review[s] all of the file specific information that goes into the [Trott PC Foreclosure] letter,” meaning
 - i. The borrower's name and address, the
 - ii. The borrower's loan number and the Trott file number;
 - iii. the servicer name and the creditor name; and
 - iv. the indebtedness, meaning “[t]he amount that the borrower owed at the time”;

⁴ Counsel for plaintiffs in the instant action did not attend the deposition. Wayne’s testimony is hearsay, but portions thereof are admissible as admissions of a party opponent. Plaintiffs do not concede or admit the accuracy of Wayne’s testimony in any respect, but rather reserve all rights to challenge that testimony.

- e. No attorney other than Wayne approves the letters before they go out on the files he was assigned;
- f. Wayne was twice unable to answer why he was assigned to “approve” Trott PC Foreclosure letters, other than to state that “it’s part of our employee processes.”
- g. Wayne acknowledged that the Trott PC Foreclosure letters are unsigned. When asked who the letters are from, he testified “Trott & Trott, P.C.”;
- h. Wayne testified that he signs letters that he writes, thereby acknowledging that he does not write the Trott PC Foreclosure Letters for foreclosure files to which he is assigned.
- i. Wayne specifically testified: “I am not the person who wrote the [Wilson] letter.”⁵

87. The standard procedure described by Wayne for the processing of Trott PC Foreclosure Letters does not involve meaningful attorney review.

88. On information and belief any review of Trott PC Foreclosure Letters by a Trott PC attorney before they are sent out is clerical, ministerial, or administrative in nature.

89. On information and belief, Trott PC Foreclosure Letters are almost never signed, and in the rare instances when they are this fact is discernable from Trott PC’s records and files.

90. On information and belief, Exhibits A, B, and C were processed, in whole or in part, by APC, or contained information processed by APC.

⁵ Plaintiffs do not allege that senior title attorneys at Trott PC do not possess or exercise professional skill and judgment in other aspects of their work at the firm.

91. Exhibit A was not from an attorney.

92. Exhibit B was not from an attorney.

93. Exhibit C was not from an attorney.

94. 15 U.S.C. § 1692e(3) prohibits “[t]he false representation or implication that any individual is an attorney or that any communication is from an attorney.”

95. MCL § 445.252(a) prohibits “[c]ommunicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney . . . unless the regulated person is an attorney”

96. By using Trott PC letterhead, including David Trott’s surname, and by containing the other elements recited above, Exhibits A, B, and C falsely suggest to the least sophisticated consumer that they were each from an attorney.

97. By reciting that Trott PC “represents” the creditor or mortgage servicer, and that “this matter was referred to this office to foreclose the mortgage,” Exhibits A, B, and C falsely suggest to the least sophisticated consumer that that they were each from an attorney.

98. By including a signature block stating: “Yours very truly, Trott & Trott, P.C.,” Exhibits A, B, and C falsely suggest to the least sophisticated consumer that they were each from an attorney.

99. The least sophisticated consumer reading Exhibits A, B, or C could reasonably conclude that they were from an attorney or, conversely, that they were not from an attorney. Exhibits A, B, and C are each misleading for this additional reason.

100. Exhibits A, B, and C and the Trott PC Foreclosure Letter are misleading to gullible or naïve consumers.

101. The misleading character of Exhibits A, B, and C is not based on a bizarre or idiosyncratic reading of these letters.

102. The Trott PC Foreclosure Letter sent to each putative class member throughout the Class Period was misleading to the least sophisticated consumer for each of the reasons articulated herein as to Exhibits A, B, and C.

103. Whether or not a communication in connection with the collection of a debt is from an attorney is material to consumers, as indicated by Congress' and the Michigan Legislature's adoption of specific statutory text focusing on this question and establishing violations for misleading consumers on this issue in the FDCPA and the Michigan collection statutes, respectively.

Overshadowing

104. As stated by one Michigan court:

The FDCPA is extraordinarily broad and is treated as a strict liability statute in which a single violation is sufficient to establish liability. In addition, as a remedial statute, the FDCPA is liberally construed in

favor of the consumer

Stolicker v. Muller, Muller, Richmond, Harms, Myers, & Sgroi, P.C., Case No. 1:04-CV-733, 2005 U.S. Dist. LEXIS 32404, 6-7 (W.D. Mich. Sept. 8, 2005) (Bell, J; citations omitted).

105. The FDCPA requires that within five days of an “initial communication” a debt collector must transmit certain information, including an accurate statement of the amount of debt owed and the debtor’s right to dispute it.

106. 15 U.S.C. § 1692g provides, in pertinent part:

§ 1692g. Validation of debts

(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

...

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer’s written request within the

thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts. . . . Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

107. Trott PC, throughout the Class Period, attempted to comply with the requirements of 15 U.S.C. § 1692g by including the required information in its initial letter to the mortgagor, the Trott PC Foreclosure Letter, as reflected in Exhibits A, B, and C, attached.

108. As set forth above, pursuant to 15 U.S.C. § 1692g(b), under the FDCPA a debt communication cannot "overshadow" a debtor's rights to seek validation or to dispute a debt in whole or in part.

109. On information and belief, a high percentage (in excess of 50%) of the Trott PC Foreclosure Letters over the Class Period solicit a request for a reinstatement quote.

110. For example, in Exhibit A, attached, the solicitation of a request for reinstatement quote takes the following form in its second paragraph:

Under the terms of your mortgage, the creditor has elected to accelerate the total Indebtedness. It may, however, be possible to reinstate the mortgage, subject to the creditor's approval, by paying all past due installments late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received and approved by this office

before the date of the sheriff's sale. Please call (248) 593-1302 for information concerning reinstatement.

111. The form of Trott PC Foreclosure Letter that solicits a request for a reinstatement quote is referred to hereinafter as "Trott PC Foreclosure Letter—SRRQ."

112. Since 2007, the group of mailings by defendants of the Trott PC Foreclosure Letter—SRRQ comprise a subset of the larger universe of mailings of all Trott PC Foreclosure Letters.

113. On information and belief, Trott PC's mailings of the Trott PC Foreclosure Letter—SRRQ can be identified from the broader universe of Trott PC Foreclosure letters by automated means using Trott PC's data systems and records or those of third parties.

114. Exhibit A and the Trott PC Foreclosure Letter—SRRQ overshadow debtors' validation and dispute rights in at least the following ways:

- a. The first paragraph of the letter informs the homeowner that "[t]his matter was referred to this office to foreclose the mortgage."
- b. The second paragraph proceeds to declare all amounts due under the mortgage to be accelerated, but holds out the promise of reinstating the mortgage if the debtor acts promptly.
- c. Specifically, the second paragraph of the letter (before any validation rights are mentioned) emphasizes that the debtor's request for reinstatement information (for which the debtor is asked to call the provided telephone number) "must be received and approved by this office before the date of the sheriff's sale."

- d. In context, the letter suggests that a sheriff's sale may be pending and that the debtor risks losing his or her home if he or she takes 30 days to dispute the debt, or even to request validation.
- e. Nowhere in the letter or the attachment do defendants inform the debtor that no sheriff's sale will occur before the termination of the federally mandated 30-day dispute/validation period.
- f. The least sophisticated consumer:
 - i. Is not presumed to be represented by counsel;
 - ii. Does not know the requirements of Michigan's non-judicial foreclosure statutes, or how they are applied;
 - iii. Does not know, based on the information supplied in the Trott PC Foreclosure Letter, what (if any) of the required steps for foreclosure Trott PC had already taken (e.g., publication in a newspaper of record, or for how many weeks);
 - iv. Indeed, would not even understand whether the "foreclosure" referred to by Trott PC was judicial or non-judicial, or whether a court had *already* entered a judgment of foreclosure (thereby increasing the perceived threat of a looming sheriff's sale).
- g. Under these circumstances—especially given the emphasis on an unspecified reinstatement deadline that might be looming—the least sophisticated consumer would conclude that she runs the risk of losing the home if she takes advantage of her federally mandated dispute or validation rights.

115. By overshadowing Martin's and certain class members' dispute and validation rights under 15 U.S.C. § 1692g(b), defendants simultaneously violated the MOC and/or the RCPA by:

- a. "Making an inaccurate, misleading, untrue, or deceptive statement or

claim in a communication to collect a debt ...”, and by

- b. “Misrepresenting in a communication with a debtor” both:
 - i. “The legal status of a legal action being taken or threatened”;
and
 - ii. “The legal rights of the creditor or debtor.”

M.C.L. §§ 331.915(e); 331.915(f)(i) &(ii); 445.252(e) & (f).

Use of “Corporate Advance”

116. On April 21, 2009, Trott PC sent a form Trott PC Foreclosure Letter to Tracey Kevelighan relating to a residence located at 2553 Lamplighter Lane, Bloomfield Township, Michigan.⁶ A true and correct copy of this letter is attached as Exhibit D hereto.

117. The April 21, 2009, Trott PC Foreclosure Letter constituted a notice of debt regarding the Lamplighter Lane property. The letter showed “total indebtedness” of \$326,841.41. This included a line item for “corporate advance” in the amount of \$1,744.15.

118. On information and belief, all or virtually all (meaning with at most trivial exception) mortgages involving Michigan residences as to which Trott PC initiated foreclosure processing require a defaulting mortgagor to pay the

⁶ As noted in the “Proposed Class” section, *infra*, plaintiffs do not seek to represent Ms. Kevelighan as a member of the class, but cite her publicly-available documents in order to demonstrate defendants’ business practices upon which their claims are based.

mortgagee's attorneys' fees associated with default, acceleration, and foreclosure proceedings.

119. On information and belief, the mortgages covering residential properties in Michigan are form documents. These form documents are frequently promulgated to comply with requirements of the Fannie Mae, Freddie Mac, HUD, VA, or other governmental or quasi-governmental entities involved in financing residential mortgages.

120. By way of example, the 2553 Lamplighter Lane mortgage of Kevelighan foreclosed upon by Trott PC, a true and correct copy of which is attached as Exhibit E hereto, utilized a "MICHIGAN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3023 1/01" commonly used in Michigan. Paragraphs 9, 14 and 22 of this form mortgage provide for the lender to collect attorneys' fees associated with protecting the lender's rights, with an event of default and acceleration of the debt, and with invocation of the power of sale/foreclosure rights, respectively.

121. The term "corporate advance" is a term of art developed by defendants. On information and belief, it is not a phrase found in form mortgages associated notes typically used for residential housing in Michigan.

122. On information and belief, throughout the Class Period defendants included in the Trott PC Foreclosure Letters attorneys' fees in excess of the amount allowed under the associated mortgages and Michigan law.

123. 15 U.S.C. § 1692f prohibits, in pertinent part:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

124. In the Wayne Deposition, attorney Wayne identified various attorneys' fees included in a Trott PC Foreclosure Letter sent to Wilson dated December 8, 2014, under the line item "corporate advance" and included in the "total indebtedness." A true and correct copy of the December 8, 2014, letter (redacted) is attached as Exhibit F hereto.

125. Wayne testified that total attorneys' fees included in these amounts were \$562.50.

126. Under Michigan law, and therefore under mortgages securing an interest in Michigan residential property, attorneys' fees recoverable from the debtor in a foreclosure by advertisement are capped at \$37.50 before the sale and \$75.00 at the sale. M.C.L. § 600.2431(2).⁷

127. By including an inaccurate, incomplete, or excessive "total indebtedness" amount in Exhibits A, B, and C and in the Trott PC Foreclosure

⁷ This Complaint does not seek to premise a claim for relief on reinstatement quotes.

Letters (by omitting or overstating attorneys' fees then owed), these communications were false, misleading, and incomplete in violation of the FDCPA and the Michigan collection statutes, whether or not plaintiffs or class members sought a reinstatement quote.

128. By routinely falsely stating the total indebtedness, defendants “[made] an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt ...” in violation of the MOC and the RCPA.

Willfulness

129. On February 26, 2008—more than seven years prior to the filing of the original Complaint in this matter—the United States Court of Appeals for the Sixth Circuit issued a published opinion in *Amanda Kistner v. The Law Offices of Michael P. Margelefsky, LLC and Michael P. Margelefsky*, 518 F.3d 433 (6th Cir. 2008). In the *Kistner* decision, the court states: “This court has not previously had occasion to decide an “attorney letterhead” case under the FDCPA.” *Id.* at 438.

130. The Sixth Circuit in *Kistner* held that a form debt collection letter on law firm letterhead sent to “thousands” of debtors that was block signed “ACCOUNT REPRESENTATIVE” which did not disclaim that it was from an attorney suggested to the least sophisticated consumer that it was sent by an attorney, and therefor was potentially misleading where no attorney specifically reviewed or authored the letter.

131. Alternatively, the *Kistner* court held that a debt collection letter sent to a consumer on law firm letterhead that was not individually signed by an attorney could reasonably be construed either to have been sent or, conversely, not to have been sent by an attorney and was therefore potentially misleading to the least sophisticated consumer.

132. The *Kistner* court further held that an individual named member of a limited liability company who engaged in the following conduct was a “debt collector”:

- a. Drafting of the form letter that was sent to plaintiffs and putative class members;
- b. Being the sole member of the LLC;
- c. Negotiating terms with the mailing service provider used in the debt-collection practice;
- d. Overseeing “compliance with applicable collection laws”; and
- e. Becoming involved when the “intervention of a lawyer becomes necessary.”

The *Kistner* court determined that such an individual may be held individually liable as a matter of law under the FDCPA without piercing the corporate veil.

133. *Kistner* reversed summary judgment entered on the FDCPA claim and on a related state statutory claim in favor of both the corporate and the individual defendants and remanded the case to the district court for trial.

134. On information and belief, in 2009 and throughout the Class Period Trott PC and David Trott held out Trott PC as Michigan's foremost foreclosure law firm. On information and belief, in 2009 and throughout the Class Period Trott PC and David Trott marketed their services by promoting Trott PC as having special expertise in the area of mortgage default services and foreclosures.

135. As reflected in Exhibits A, B, and C, and in the Trott PC Foreclosure Letter, defendants included a disclosure required by the FDCPA in these form letters:

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

136. The inclusion of the aforesaid notice reflects defendants' recognition throughout the Class Period that Trott PC's communications relating to the initiation of foreclosure by advertisement proceedings in connection with Michigan residents are subject to the FDCPA, as communications relating to attempts to collect debts by a debt collector under that statute.

137. On information belief, David Trott, Jane Doe, John Doe, and Trott PC—at least since the United States Supreme Court decided in *Heintz v. Jenkins*, 514 U.S. 291 (1995), that the FDCPA applies to lawyers who regularly engage in debt collection—monitored published and unpublished FDCPA, MOC, RCPA and other consumer rights case law issued by the United States Supreme Court, the

United States Court of Appeals for the Sixth Circuit, the United States District Courts for the Eastern and Western Districts of Michigan, and other courts on a periodic basis.

138. To the extent that defendants did not monitor published Supreme Court and Sixth Circuit Court of Appeals debt collection practices case law their failure to do so was more than merely careless in view of the focus of Trott PC's practice and the volume of default services and related foreclosure proceedings the firm handles.

139. On information and belief, prior to the publication of the *Kistner* case by the Sixth Circuit, Trott PC, David Trott, Jane Doe, and John Doe caused initial foreclosure letters to be sent to Michigan homeowners substantially in the form attached as Exhibit G hereto (December 10, 2007, Trott PC foreclosure letter to Gregory Keith, Jr.).

140. A comparison between Exhibit G, attached (Trott PC Foreclosure letter sent two months before *Kistner* was issued) and Exhibit A, attached (Martin foreclosure letter sent more than five years later) reveals that defendants made no material change to the Trott PC Foreclosure Letter post-*Kistner*.

141. Notwithstanding the publication of the *Kistner* decision, defendants continued to cause the Trott PC Foreclosure Letter—on Trott PC letterhead—to be sent to Michigan residents on information and belief by non-attorney collection staff without meaningful attorney review.

142. Defendants’ conduct is “willful” as that term is used in M.C.L. § 445.257(2) because in continuing to send the Trott PC Foreclosure Letter in its pre-*Kistner* form for years after publication of that decision they “ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.” *Boggio v. USAA Fed. Sav. Bank*, 696 F.3d 611, 620 (6th Cir. 2012) (quoting *Safeco Ins. Co. v. Burr*, 551 U.S. 47, 57 (2007) (construing “willful” under Fair Credit Reporting Act).

Individual Responsibility of David Trott

143. On July 7, 2010, this Court, in a case naming Trott & Trott P.C. as a defendant and in which, on information and belief, David Trott attended at least one hearing, rejected the argument that a “reasonable” attorneys’ fee provision in a mortgage trumped state law. Citing prior circuit precedent, Judge Duggan ruled:

In each of the underlying mortgages in this case, defendants began foreclosure by advertisement but the respective plaintiffs either reinstated or sought to reinstate before sale was made. In such circumstances, plaintiffs assert that Michigan law limits recovery of attorney fees to \$ 37.50. . . .

In seeking dismissal of plaintiffs’ FDCPA claims, defendants contend that the express mortgage provisions allowing recovery of reasonable attorney fees as a condition to reinstatement justify their conduct and trump the Michigan statute relied on by plaintiffs. Although the FDCPA generally allows collection of amounts “expressly authorized by the agreement[s] creating the debt,” 15 U.S.C.A. § 1692f(1), an attempt to collect an amount prohibited by law (but nonetheless expressly authorized by an agreement) gives rise to a cognizable FDCPA claim. *See Barany-Snyder v. Weiner*, 539 F.3d 327, 332, 336 (6th Cir. 2008) (dismissing similar claims but only because

the defendant never actually attempted to collect the attorney fees); *see also* 15 U.S.C.A. § 1692f (prohibiting all “unfair or unconscionable means” of collecting debts). Therefore, the viability of plaintiffs’ claims depends on whether Michigan law actually prohibits attorney fees exceeding the amount set forth in the aforementioned statute [M.C.L. § 600.2431(2)].

...

... As written, then, the plain language sets a statutory maximum for the collection of attorney fees in foreclosure by advertisement. Therefore the Court concludes that plaintiffs sufficiently allege unfair debt collection practices when they assert that defendants attempted to collect attorney fees in excess of the amounts allowed under Michigan law.

Kevelighan v. Trott & Trott PLLC, 771 F. Supp. 2d 763; 774-776 (E.D. Mich. July 7, 2010) (footnotes omitted). The *Kevelighan* court subsequently dismissed this claim as premised on communications it determined not to be subject to the FDCPA (reinstatement quotes), a result affirmed on other grounds in *dicta* in an unreported decision in an appeal from which Trott PC was dismissed.

144. On information and belief, David Trott as late as summer/early fall of 2014 owned an 80% interest in Trott PC.

145. An October 30, 2012, Oakland County Legal News article identified David Trott as President and Managing Partner of Trott PC. David Trott was President and owner of Trott PC at least through September 2012.

146. On information and belief, David Trott was the Chief Executive Officer of Trott PC in June 2014 and had held that position for the past several

years. On information and belief, he held that position at least through August 12, 2014.

147. On a web site which, on information and belief, is or was subject to the control of David Trott, the following statement was posted in June 2014 regarding David Trott's management of Trott PC: "As an innovator, Dave applied his unique problem solving ability to evolving technologies, accounting services, E-mail optimization and staffing processes." Thus David Trott's own description of his activities at Trott PC paint him as a hands-on owner/manager.

148. On information and belief, in his capacities as owner, Managing Partner, Managing Member, President and/or CEO of Trott PC, David Trott has had direct supervisory control and involvement until recently in the following throughout most of the Class Period:

- a. The operations of Trott PC;
- b. Establishing compliance policies and protocols for Trott PC, including compliance with state and federal collection practices laws;
- c. Establishing the processes and work flow of Trott PC's foreclosure and "loss mitigation" services;
- d. Appointing, supervising, and receiving reports from other managers and attorneys in management positions at Trott PC involved in the foreclosure services offered by the firm; and
- e. Review and direct or indirect approval of form letters used in Trott PC's foreclosure services area, including the Trott PC Foreclosure Letter.

149. On information and belief, David Trott was personally involved in creating, reviewing, and/or approving the Trott PC Foreclosure Letter, the Trott PC Foreclosure Letter—SRRQ, and the Trott PC Foreclosure Letter—Corporate Advance (defined below), and in the adoption or implementation of the procedures whereby these form letters were sent to plaintiffs and to class members.

150. On information and belief Jane Doe and John Doe are or were other Trott PC partners, shareholders, or members with substantial managerial responsibility that materially participated in causing the Trott PC Foreclosure Letters, the Trott PC Foreclosure Letter—SRRQ, and the Trott PC Foreclosure Letter—Corporate Advance to be sent to plaintiffs and to class members.

Class Allegations

151. Plaintiffs seeks certification of the following class(es) under Federal Rule of Civil Procedure 23(b)(3), as may be refined from time to time in its Motion for Class Certification, or any motion to amend or modify such certification based on further investigation or discovery:

All individuals to whom Trott PC caused to be sent any version of the Trott PC Foreclosure Letter in connection with mortgages conveyed for residential real property located in Michigan, which was not returned as undelivered by the U.S. Post Office, dated from December 30, 2008, through the date that the Court issues an order certifying any class requiring notice in this matter, and through the date of entry of final judgment as to any class for which notice is not required under Federal Rule of Civil Procedure 23.

This proposed class is referred to herein as the “Class,” and the time period indicated as the “Class Period.” The various subclasses defined below are subject to different subclass periods as stated below.

152. Pursuant to Rule 23(c)(5), plaintiffs seek certification of the following subclasses:

- a. For purposes of Counts I & II, all individuals to whom Trott PC caused to be sent any version of the Trott PC Foreclosure Letter in connection with mortgages conveyed for residential real property located in Michigan, which was not returned as undelivered by the U.S. Post Office, through the date that the Court issues an order certifying any class requiring notice in this matter, and through the date of entry of final judgment as to any class for which notice is not required under Federal Rule of Civil Procedure 23 (“Attorney Letterhead Subclass”). The time period for this subclass for FDCPA claims commences on August 11, 2014. The time period for this subclass for RCPA claims commences on August 11, 2009.
- b. For Purposes of Count III, all individuals to whom Trott PC caused to be sent any version of the Trott PC Foreclosure Letter—SRRQ soliciting a request for reinstatement quote in connection with mortgages conveyed for residential real property located in Michigan, which was not returned as undelivered by the U.S. Post Office, through the date that the Court issues an order certifying any class requiring notice in this matter, and through the date of entry of final judgment as to any class for which notice is not required under Federal Rule of Civil Procedure 23 (“Overshadowing Subclass”). The time period for this subclass commences on August 11, 2009.
- c. For purposes of Counts IV & V, all individuals to whom Trott PC caused to be sent any version of the Trott PC Foreclosure Letter in which the term “corporate advance” is used to describe a portion of the debt allegedly owed in an amount greater than \$0.00 (the “Trott PC Foreclosure Letter—Corporate Advance”). This subclass is referred to

herein as the “Corporate Advance Subclass.” The time period for this subclass for FDCPA claims commences on March 10, 2014. The time period for this subclass for RCPA claims commences on March 10, 2009.

153. Excluded from the Class and from each Subclass are any current employees of Trott PC and any individual who has either (i) litigated a claim against a defendant based upon the Trott PC Foreclosure Letter to final judgment, or (ii) signed a release encompassing the claims presented in this Complaint, to the extent released.

154. Plaintiffs reserve the right to extend the Class Period to reflect any tolling of applicable statutes of limitations based upon other previously pending class actions encompassing any claim stated herein.

155. On information and belief, the Class is so numerous that joinder is impracticable in that it comprises over 250,000 individuals.

156. On information and belief, the Attorney Letterhead Subclass is so numerous that joinder is impracticable in that it comprises over 200,000 individuals.

157. On information and belief, the Overshadowing Subclass is so numerous that joinder is impracticable in that it comprises over 75,000 individuals.

158. On information and belief, the Corporate Advance Subclass is so numerous that joinder is impracticable, in that it comprises over 10,000 individuals.

159. Plaintiffs' claim are typical of all class members in that plaintiffs and each putative class member were sent a substantially identical form of the Trott PC Foreclosure Letter that was misleading and incomplete in at least the ways set forth in this Complaint. Plaintiff Martin's overshadowing claim is typical of that of all Overshadowing Subclass members in that he and each putative Overshadowing Subclass member were sent a substantively identical Trott PC Foreclosure Letter—SRRQ, and each of their validation rights was violated in the ways alleged. Plaintiff Martin's (against all defendants) and Plaintiff Cadeau's (against all defendants except David Trott) corporate advance claims are typical of all Corporate Advance Subclass members' claims in that each of their letters incorporates the same false, deceptive, and misleading term "corporate advance." Plaintiffs' claims arise from the same events or practices or course of conduct that gives rise to the claims of other class members, and their claims are based on the same legal theories.

160. One or more common issues of law or fact are presented by the Class claims and each of the Subclass claims, including, *inter alia*:

- a. Whether the Trott PC Foreclosure Letter is misleading in any of the ways alleged in this Complaint;
- b. Whether the Trott PC Foreclosure Letter was from an attorney;
- c. Whether the least sophisticated consumer might reasonably believe the Trott PC Foreclosure Letter to have been from an attorney;

- d. Whether the least sophisticated consumer might reasonably believe the Trott PC Foreclosure Letter not to have been from an attorney;
- e. Whether the content and structure of the Trott PC Foreclosure Letter-SRRQ sent to the Overshadowing Subclass members overshadowed their validation rights under 15 U.S.C. § 1692g(b) and therefore the Michigan debt collection statutes;
- f. Whether use of the term “corporate advance” is false, misleading, or deceptive to the least sophisticated consumer;
- g. Whether this Court should enter a declaratory judgment declaring that the Trott PC Foreclosure Letter violates the FDCPA and the Michigan debt collection statutes as alleged;
- h. Whether this Court should enjoin defendants Trott PC, Jane Doe, and John Doe’s violations of the debt collection statutes as alleged;
- i. Whether David Trott, Jane Doe, and John Doe are each individually liable for the violations of the federal and state debt collection statutory violations alleged;
- j. Whether Trott PC’s, David Trott’s, and the remaining defendants’ violations of the Michigan debt collection statutes were “willful”;
- k. What the net worth of Trott PC, David Trott, and the other defendants are for applying the FDCPA \$500,000 statutory cap for absent class members;
- l. Whether the plaintiffs should be awarded statutory damages, attorneys’ fees, and costs of suit under the FDCPA; and
- m. Whether each class member should be awarded statutory damages under the Michigan debt collection statutes in the amount of \$50, plus a civil fine of \$150 per class member together with attorneys’ fees and costs of suit.

- n. These and other common issues are central to the claims of the Class and permit them to be resolved “in one stroke” on a classwide basis.
- o. Plaintiffs are adequate representatives of the Class in that they have no conflict with other putative class members, understand their obligations as class representatives, and are represented by experienced class counsel with the expertise vigorously and competently to prosecute the class claims. Plaintiffs and their counsel will fairly and adequately represent the interest of the Class and the Subclasses.
- p. The claims of the Class and of the Subclasses present a predominance of common over individual issues. More particularly:
- q. In part because the least-sophisticated-consumer standard applicable to the claims is an objective one, whether or not the Trott PC Foreclosure Letter is misleading under the FDCPA and the Michigan debt collection statutes presents overwhelmingly predominant common issues of fact and law, and
 - a. In part because the United States Court of Appeals for the Sixth Circuit has held that both the FDCPA and the RCPA are “strict liability” statutes, there are no defenses unique to individual class members that would create a predominance of individual issues.

161. Litigation of these claims on a classwide basis is superior to individual litigation because, *inter alia*:

- a. The amounts at issue in an individual case are so small that individual lawsuits would otherwise be economically infeasible for the vast majority of class members;
- b. Individual lawsuits would overburden the Court; and
- c. Individual class members do not typically have an interest in controlling litigation of their own claims.

162. Class members will be identifiable from records in the possession or control of Trott PC, David Trott, Jane Doe, or John Doe, or that they have the effective power to obtain.

163. Counsel for plaintiffs does not anticipate any significant case management issues that would militate against certifying the Class and the Subclasses.

164. Additionally, and in the alternative, plaintiffs request certification of a Class and Subclasses under Federal Rule of Civil Procedure 23(b)(2) for declaratory and injunctive relief.

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT – ATTORNEY LETTERHEAD CLAIMS

15 U.S.C. § 1692, *et seq.*

(Against All Defendants)

165. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

166. Trott PC, David Trott, Jane Doe, and John Doe are or have been regularly engaged, directly and indirectly, in the collection of mortgage debts.

167. Trott PC, David Trott, Jane Doe, and John Doe are or have been “debt collectors” under the FDCPA. *Glazer v. Chase Home Fin. LLC*, 704 F.3d 453, 459

(6th Cir. 2013) (reversing dismissal of FDCPA claim against law firm that initiated foreclosure proceedings on the ground that it was not a “debt collector”).

168. Exhibits B, C, and the Trott PC Foreclosure Letter are communications in connection with the collection of residential mortgage debts.

169. Plaintiffs and class members are consumers.

170. The Trott PC Foreclosure Letter is misleading, false, and/or deceptive in violation of 28 U.S.C. §§ 1692e, 1692e(3) & 1692e(10) for at least the reasons set forth in this Complaint.

171. David Trott, as Managing Member, President, and/or CEO of Trott PC during most of the Class Period, materially participated, directly and indirectly, in formulating and implementing the Trott PC business practices that caused the Trott PC Foreclosure Letter to be composed and sent to Nundley and to members of the Attorney Letterhead Subclass, and in drafting, approving, authorizing, or directing the issuance on behalf of Trott PC of the Trott PC Foreclosure Letter to Nundley and to members of the Attorney Letterhead Subclass, such that he is individually liable for violating the FDCPA and for Trott PC’s violations of the FDCPA.

172. On information and belief, Jane Doe and John Doe have each materially participated, directly or indirectly, in drafting, approving, authorizing, or directing the issuance on behalf of Trott PC of the Trott PC Foreclosure Letter during the Class Period to Nundley, Cadeau, and to members of the Attorney

Letterhead Subclass, such that they are individually liable for violating the FDCPA and for Trott PC's violations of the FDCPA.

173. Trott PC, David Trott, Jane Doe, and John Doe have profited from and were enriched by the acts and practices alleged herein to violate the FDCPA.

WHEREFORE, plaintiffs pray that this Court:

- Certify the Attorney Letterhead Subclass pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), and pursuant to Rule 23(c)(5);
- Designate them as representatives of the Attorney Letterhead Subclass;
- Designate plaintiffs' counsel as class counsel for the Attorney Letterhead Subclass;
- Enter judgment against defendants and in favor of plaintiff Nundley and Cadeau and for each intervening FDCPA claimant who was sent a Trott PC Foreclosure Letter on or before December 31, 2014, and against defendant Trott PC only for each intervening claimant sent such a letter after that date, the amount of \$1,000.00, plus applicable pre-judgment interest;
- Enter judgment in favor of the Attorney Letterhead Subclass, and against each defendant in the amount of \$500,000, or 1% of their respective net worth (whichever is less), to be distributed *pro rata* (net of any attorneys' fees and costs reimbursement awarded by this Court to class counsel) to each subclass member who does not properly request to be excluded from the Attorney Letterhead Subclass; provided, however, that the separate award of damages against David Trott be limited to class members who were sent a Trott PC Foreclosure Letter on or before December 31, 2014;
- Enter an award in favor of plaintiffs and the Attorney Letterhead Subclass and against defendants for attorneys' fees and costs of suit, including notice costs and any fees and costs associated with any appeal; and

- Award such other and further relief as may be just and appropriate.

COUNT II

REGULATION OF COLLECTION PRACTICES ACT – ATTORNEY LETTERHEAD CLAIMS

Michigan Compiled Laws § 445.251, *et seq.*

(Against All Defendants)

174. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

175. Plaintiffs’ residential real estate mortgages and the debt secured thereby, and those of class members, were primarily for personal or household purposes for purposes of M.C.L. § 445.251(a). Plaintiffs and all class members are consumers.

176. Trott PC, David Trott, Jane Doe, and John Doe are each “regulated persons” under the RCPA.

177. Exhibits A, B, C and the Trott PC Foreclosure Letter are communications conveying information regarding residential mortgage debts.

178. Plaintiffs and all class members suffered harm to their statutory rights under the RCPA to be free from misleading communications in connection with the collection of a debt.

179. In light of the RCPA's purpose to avoid misleading communications by regulated persons, plaintiffs and all class members suffered an injury under the RCPA because Exhibit A, B, C and the Trott PC Foreclosure Letter suggests that the letters were sent by an attorney when they were not, rendering the letters misleading and causing actual and potential confusion, anxiety, and mental distress to plaintiffs and class members.

180. In light of the RCPA's purpose to avoid misleading communications by regulated persons, plaintiffs and all class members suffered an injury under the RCPA because Exhibits A, B, C and the Trott PC Foreclosure Letter are subject to two possible reasonable interpretations—that they were and that they were not authored by an attorney—rendering the letters misleading and causing actual and potential confusion, anxiety, and mental distress to plaintiffs and class members.

181. Plaintiffs and all class members had money collected from them by the use of Exhibits A, B, C and the Trott PC Foreclosure Letter in at least one of the following ways:

- a. Foreclosure of their homes via a sheriff's sale as threatened in the letters, with the proceeds of the sale applied to the mortgage debt due;
- b. Reinstatement of the mortgage declared to be default in the letters by payment of allegedly past-due amounts and fees, as solicited by the letters; or
- c. Redemption of the foreclosed real property within the statutory period by payment on the debtor's behalf of the amounts statutorily required.

182. Exhibits A, B, C and the Trott PC Foreclosure Letters sent to class members are misleading for at least the reasons set forth in this Complaint in violation of M.C.L. § 445.252(e).

183. Exhibits A, B, C and the Trott PC Foreclosure Letter sent to class members violate M.C.L. § 445.252(a) because they are on attorney letterhead when in fact they were not from an attorney.

184. In violation of M.C.L. § 445.252(q), Trott PC has failed to implement procedures designed to prevent its employees from violating the RCPA as alleged in this Complaint.

185. Trott PC's, David Trott's, and Jane Doe's and John Doe's violations of the RCPA are willful.

186. David Trott, as Managing Member, President, and/or CEO of Trott PC throughout most of the Class Period was directly and indirectly involved in formulating and implementing the Trott PC business practices that caused Exhibits A and B and the Trott PC Foreclosure Letter to be constructed and sent to plaintiffs and to class members, such that he is individually liable, directly and indirectly, for violating the RCPA and for Trott PC's violations of the RCPA.

187. Trott PC, David Trott, and Jane Doe and John Doe profited from and were enriched by the acts and practices alleged herein to violate the RCPA.

WHEREFORE, plaintiffs pray that this Court:

- Certify the Attorney Letterhead Subclass pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3);
- Designate plaintiffs as representatives for the Attorney Letterhead Subclass;
- Designate plaintiffs' counsel as class counsel for the Attorney Letterhead Subclass;
- Enjoin defendants from engaging in further violations of the RCPA in connection with the Trott PC Foreclosure Letter in any of the ways alleged in this Complaint as determined by the Court or at trial;
- Enter judgment in favor of plaintiffs and the Attorney Letterhead Subclass, and against defendants jointly and severally, in the amount of \$200 for each plaintiff and for each class member who does not properly request exclusion from the Attorney Letterhead Subclass; provided, however, that the separate award of damages against David Trott be limited to class members who were sent a Trott PC Foreclosure Letter on or before December 31, 2014;
- Enter an award in favor of plaintiffs and the Attorney Letterhead Subclass and against defendants for attorneys' fees and costs of suit, including notice costs and any fees and costs associated with any appeal; and
- Award such other and further relief as may be just and appropriate.

COUNT III

REGULATION OF COLLECTION PRACTICES ACT –
CLAIMS BASED ON OVERSHADOWING

Michigan Compiled Laws § 445.251, *et seq.*

(Against All Defendants)

188. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

189. As set forth in the "Overshadowing" section of this Complaint, *supra*, Exhibit A and the Trott PC Foreclosure Letter-SRRQ, in their content and structure, overshadow the ostensible notice of debtors' dispute and validation rights contained in those letters.

190. Exhibit A and the Trott PC Foreclosure Letter-SRRQ constitute "communications during the 30-day period [that] overshadow or [are] inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor" in violation of 15 U.S.C. § 1692g(b).

191. Defendants caused Exhibit A and the Trott PC Foreclosure Letter—SRRQ to be sent to plaintiff Martin and the Overshadowing Subclass members, and in so doing “misrepresent[ed] in a communication with a debtor 1 or more of the following: (i) The legal status of a legal action being taken or threatened; [or] (ii) The legal rights of the creditor or debtor” in violation of M.C.L. § 445.242(f), and communicated in a misleading manner and made misleading or deceptive statements in violation of M.C.L. §§ 445.252(a) & (e), by, *inter alia*:

- a. Suggesting that a sheriff's sale was imminent; by failing to disclose whether a judicial or non-judicial foreclosure proceeding had been initiated; and by failing to indicate when a sheriff's sale might be scheduled in relation to debtors' validation rights; and

- b. By overshadowing plaintiffs' and class members' validation rights under federal law as set forth above.

WHEREFORE, plaintiffs pray that this Court:

- Certify the Overshadowing Subclass pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), and Rule 23(c)(5);
- Designate plaintiff Martin as representatives of the Overshadowing Subclass;
- Designate plaintiffs' counsel as class counsel for the Overshadowing Subclass;
- Enter a declaratory judgment that the Trott PC Foreclosure Letter—SRRQ violates the FDCPA by overshadowing the notice of consumers' dispute and validation rights, and thereby violates the RCPA;
- Enjoin defendants from engaging in further violations of the RCPA in connection with the Trott PC Foreclosure Letter—SRRQ in any of the ways alleged in this Complaint as determined by the Court or at trial;
- Enter judgment in favor of plaintiffs and the Overshadowing Subclass, and against defendants jointly and severally, in the amount of \$200 for Martin and for each Overshadowing Subclass member who does not properly request exclusion from the Class;
- Enter judgment against David Trott and in favor of each Overshadowing Subclass member to whom a Trott PC Foreclosure Letter—SRRQ was sent on or before December 31, 2014, in the amount of \$200, to be distributed net of any attorneys' fees and costs reimbursement awarded by this Court to class counsel, excluding each member who properly requests to be excluded from such Subclass;
- Enter judgment against Trott PC and in favor of each Overshadowing Subclass member to whom a Trott PC Foreclosure Letter—SRRQ was sent in the amount of \$200, to be distributed net of any attorneys' fees and costs reimbursement awarded by this Court to class counsel,

excluding each member who properly requests to be excluded from such Subclass;

- Enter an award in favor of plaintiffs and the Overshadowing Subclass and against defendants for attorneys' fees and costs of suit, including notice costs and any fees and costs associated with any appeal; and
- Award such other and further relief as may be just and appropriate.

COUNT IV

FAIR DEBT COLLECTION PRACTICES ACT –
CLAIMS BASED ON “CORPORATE ADVANCE”

15 U.S.C. § 1692, *et seq.*

(Against All Defendants)

192. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

193. On information and belief, the “corporate advance” listed in Exhibit A (Martin letter) and in Exhibit C (Cadeau letter) includes amounts for attorney fees and other unspecified fees.

194. The term “corporate advance” is not used in Martin’s underlying note or mortgage, true and correct copies of which are attached as Exhibits H and I, respectively, to this Second Amended Complaint. Nor is this term used in Cadeau’s underlying note or mortgage, true and correct copies of which are attached as Exhibits J and K, respectively, to this Second Amended Complaint.

195. The term “corporate advance” is misleading to an unsophisticated consumer, and might affect his or her decision-making. For example, use of this term might affect a debtor’s decision whether to pay or challenge that portion of the debt.

196. The term “corporate advance” in Exhibits A, C and in the Trott Foreclosure Letter—Corporate Advance is false, deceptive, or misleading in violation of 15 U.S.C. § 1692e, including, but not limited to the following ways:

- a. Use of this term has a “tendency to confuse the least sophisticated consumer,” *Gillie v. Law Office of Eric A. Jones, LLC*, 785 F.3d 1091, 1106 (6th Cir. 2015);
- b. It constitutes a false representation of the “character” of or the “amount” of any debt in violation of 15 U.S.C. § 1692e(2)(A);
- c. It constitutes a false representation of “services rendered or compensation which may be lawfully received” by defendants in violation of 15 U.S.C. § 1692e(2)(B); and
- d. It constitutes a false representation or deceptive means to attempt to collect a debt in violation of 15 U.S.C. § 1692e(10).

WHEREFORE, plaintiffs pray that this Court:

- Certify the Corporate Advance Subclass pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), and Rule 23(c)(5);

- Designate plaintiffs Martin and Cadeau as representative of the Corporate Advance Subclass;
- Designate plaintiffs' counsel as class counsel for the Corporate Advance Subclass;
- Enter a declaratory judgment that the Trott PC Foreclosure Letter—Corporate Advance violates the FDCPA in the ways alleged in this Complaint;
- Enter judgment against David Trott and in favor of each intervening Corporate Advance Subclass member who was sent a Trott PC Foreclosure Letter—Corporate Advance dated from March 10, 2014, through December 31, 2014, in the amount of \$1,000, plus applicable pre-judgment interest;
- Enter judgment against Trott PC and in favor Cadeau and of each intervening Corporate Advance Subclass member who was sent a Trott PC Foreclosure Letter—Corporate Advance dated on or after March 10, 2014, in the amount of \$1,000, plus applicable pre-judgment interest;
- Enter judgment against David Trott and in favor of the Corporate Advance Subclass members to whom a Trott PC Foreclosure Letter—Corporate Advance was sent from March 10, 2014, through December 31, 2014, in the amount of \$500,000, or 1% of his net worth (whichever is less), to be distributed *pro rata* (net of any attorneys' fees and costs reimbursement awarded by this Court to class counsel), excluding each member who properly requests to be excluded from such Subclass;
- Enter judgment against Trott PC and in favor of the Corporate Advance Subclass members to whom a Trott PC Foreclosure Letter—Corporate Advance was sent dated March 10, 2014, or later, in the amount of \$500,000, or 1% of its net worth (whichever is less), to be distributed *pro rata* (net of any attorneys' fees and costs reimbursement awarded by this Court to class counsel), excluding each member who properly requests to be excluded from such Subclass;

- Enter an award in favor of plaintiffs and the Corporate Advance Subclass and against defendants for attorneys’ fees and costs of suit, including notice costs and any fees and costs associated with any appeal; and
- Award such other and further relief as may be just and appropriate.

COUNT V

REGULATION OF COLLECTION PRACTICES ACT –
CLAIMS BASED ON “CORPORATE ADVANCE”

Michigan Compiled Laws § 445.251, *et seq.*

(Against All Defendants)

197. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

198. Exhibits A, C, and the Trott PC Foreclosure Letter—Corporate Advance violates the RCPA in at least the following ways by using the term “corporate advance”:

- a. “Communication with a debtor in a misleading or deceptive manner” in violation of M.C.L. § 445.252(a); and
- b. “Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt” in violation of M.C.L. § 445.252(e).

WHEREFORE, plaintiffs pray that this Court:

- Certify the Corporate Advance Subclass pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), and Rule 23(c)(5);
- Designate plaintiffs Martin and Cadeau as representatives of the Corporate Advance Subclass;
- Designate plaintiffs' counsel as class counsel for the Corporate Advance Subclass;
- Enjoin defendants from engaging in further violations of the RCPA in connection with the Trott PC Foreclosure Letter—Corporate Advance in any of the ways alleged in this Complaint as determined by the Court or at trial;
- Enter judgment in favor of plaintiffs and against defendants jointly and severally, in the amount of \$200 for Martin, Cadeau and for each Corporate Advance Subclass member who does not properly request exclusion from the Class;
- Enter an award in favor of plaintiffs and against defendants for attorneys' fees and costs of suit, including notice costs and any fees and costs associated with any appeal; and
- Award such other and further relief as may be just and appropriate.

COUNT VI

DECLARATORY RELIEF

28 U.S.C. §§ 2201& 2202

(Against All Defendants)

199. Plaintiffs incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

200. There is an actual controversy between plaintiffs and the Class on one hand, and defendants on the other, regarding the whether the Trott PC Foreclosure Letter, the Trott PC Foreclosure Letter-SRRQ, and the Trott PC Foreclosure Letter—Corporate Advance violate the FDCPA and the RCPA as alleged.

201. Pursuant to 28 U.S.C. § 2201, this Court “may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

202. On information and belief, Trott PC, Jane Doe, and John Doe continue to send foreclosure letters that violate of the FDCPA and the RCPA as alleged herein.

WHEREFORE, plaintiffs pray that this Court enter a judgment declaring that:

- a. the Trott PC Foreclosure Letter violates the FDCP by misleading the least sophisticated consumer as to whether or not it was from an attorney;
- b. the Trott PC Foreclosure Letter violates the RCPA by misleading the least sophisticated consumer as to whether or not it was from an attorney;
- c. the Trott PC Foreclosure Letter—SRRQ violates the FDCPA by overshadowing debtor’ dispute and validation rights, and therefore violates the RCPA by misleading debtors about “[t]he legal status of a legal action being taken or threatened,” and about “[t]he legal rights of the creditor or debtor,” M.C.L. §§ 445.252(e) & (f)

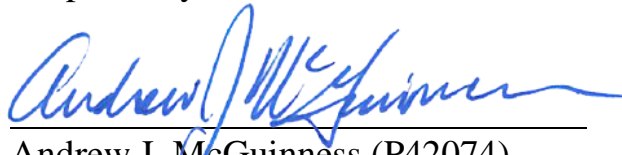
- d. the Trott PC Foreclosure Letter—Corporate Advance’s use of the term “corporate advance” is false, deceptive, and misleading in violation of the FDCPA and of the RCPA; and
- e. such other and further declaratory relief to which plaintiffs and the class are entitled.

JURY DEMAND

Plaintiffs request a trial by jury for every issue so triable.

Dated: *Nunc pro tunc* January 19, 2016

Respectfully submitted,



Andrew J. McGuinness (P42074)
ANDREW J. MCGUINNESS, ESQ.
122 S Main St, Suite 118
P O Box 7711
Ann Arbor, MI 48107
Phone: (734) 274-9374
drewmcg@topclasslaw.com

Paul F. Novak (P39524)
Diana Gjonaj (P74637)
MILBERG LLP
Chrysler House
719 Griswold St, Suite 890
Detroit, MI 48226
Phone: (313) 309-1760
pnovak@milberg.com
dgjonaj@milberg.com

Daniel R. Karon (*admitted*)
Beau Hollowell
KARON LLC
700 W St Clair Ave, Suite 200
Cleveland, OH 44113
Phone: (216) 622-1851
dkaron@karonllc.com
bhollowell@karonllc.com

Counsel for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on the above date a copy of the foregoing was filed with the Court using the ECF system, which will send notification of such filing to all parties who have appeared through their attorneys of record.

/s/ Andrew J. McGuinness

EXHIBIT A

TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy - Suite 200
Farmington Hills, MI 48334
248-642-2515 Fax 248-642-3628

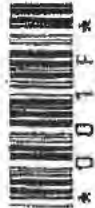
GRAND RAPIDS:
4024 Park East Court Suite B
Grand Rapids, MI 49546
616-942-0893 Fax 616-942-0921

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

May 03, 2012

Brian J. Martin
1844 Pinetree Dr
Trenton, MI 48183-1713

RE: Martin, Brian
1844 Pinetree Dr
Trenton, MI 48183-1713
T&T # [REDACTED] F02
Loan # [REDACTED]
HUD # [REDACTED]



Dear Borrower(s)

This office represents Bank of America, N.A., which is the creditor to which your mortgage debt is owed or the servicer for the creditor to which the debt is owed. This matter was referred to this office to foreclose the mortgage. As of the date of this letter the total indebtedness is:

Principal Balance	\$143,059.85
Unpaid Interest	\$6,035.95
Late Charges	\$45.45
Corporate Advance	\$101.75
Total:	\$149,243.00

Under the terms of your mortgage, the creditor has elected to accelerate the total indebtedness. It may, however, be possible to reinstate the mortgage, subject to the creditor's approval, by paying all past due installments, late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received and approved by this office before the date of the sheriff's sale. Please call (248) 593-1302 for information concerning reinstatement.

The debt described above will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt, or any portion thereof. If you notify this office in writing within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you. If the debt is based on a judgment, a copy of the judgment will be provided for you upon request.

If the creditor named in paragraph one of this letter is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.

Written requests should be addressed to:
FAIR DEBT COLLECTION CLERK - FC X
Trott & Trott, P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

Please contact this office at the aforementioned number if you are on active military duty. To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Yours very truly,
Trott & Trott, P.C.
FORECLOSURE DEPARTMENT

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NOTICE REQUIRED BY THE
FAIR DEBT COLLECTIONS PRACTICES ACT
15 U.S.C. SECTION 1692g AS AMENDED

1. The amount of the debt is stated in paragraph one of the letter which is attached hereto.
2. The name of the creditor to whom the debt is owed, or the servicing agent for the creditor to whom the debt is owed, is set forth in paragraph one of the letter which is attached hereto.
3. The debt described in the letter attached hereto will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or any portion thereof.
4. If you notify this office, in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you.
5. If the creditor named in paragraph one of the Letter attached hereto is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.
6. Any information obtained from you will be used for the purpose of foreclosing the mortgage that is in default.
7. Written requests should be addressed to: FAIR DEBT COLLECTION CLERK - FC X



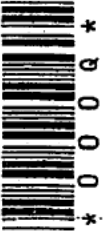
Trott & Trott P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

@@@@

EXHIBIT B

FCH

Yahmi Nundley
29143 Carlton St
Inkster, MI 48141-1621



TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy - Suite 200
Farmington Hills, MI 48334
248-642-2515 Fax 248-642-3628

GRAND RAPIDS:
4024 Park East Court Suite B
Grand Rapids, MI 49546
616-942-0893 Fax 616-942-0921

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

August 12, 2014

Yahmi Nundley
29143 Carlton St
Inkster, MI 48141-1621

RE: Nundley, Yahmi
29143 Carlton St
Inkster, MI 48141-1621
T&T # [REDACTED] 6F02
Loan # [REDACTED] 03
[REDACTED] 3311



Dear Borrower(s):

This office represents 21st Mortgage Corporation. This matter was referred to this office to foreclose the mortgage. Under the terms of the mortgage, our client has elected to accelerate the total indebtedness due and owing under the mortgage. Because of interest, and other charges that may vary from day to day, the total amount due may differ depending on the day of payment.

As of the date on this letter the total indebtedness is:

Principal Balance	\$68,000.00
Unpaid Interest	\$26,070.78
Late Charges	\$302.43
Less Suspense Amount	\$10.53
<i>Total:</i>	\$94,362.68

Identification of Creditor: The mortgage debt is owed to 21st Mortgage Corporation. 21st Mortgage Corporation is the servicer of the debt. The mortgage loan payments are made to the servicer.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt, this office will obtain verification of the debt or a copy of the judgment, if applicable, and mail a copy of such verification or judgment to you. If you request, in writing, within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please contact this office if you are on active military duty. To the extent the mortgage debt has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Yours very truly,
Trott & Trott P.C.

TROTT & TROTT

A PROFESSIONAL CORPORATION

31440 Northwestern Highway • Suite 200
Farmington Hills, MI 48334



U.S. POSTAGE  PITNEY BOWES



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EXHIBIT C

TROTT/LAW

A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy., Suite 200
Farmington Hills, Michigan 48334
(248) 642-2515 / fax (248) 642-3628

GRAND RAPIDS:
4024 Park East Court, Suite B
Grand Rapids, Michigan 49546
(616) 942-0893 / fax (616) 942-0921

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

October 28, 2015

Kathleen Marick
11354 Leverage
Redford, MI 48239-2272

RE: Marick, Kathleen
11354 Leverage
Redford, MI 48239-2272
Trott # [REDACTED] F01
Loan # [REDACTED] 83
Freddie Mac (DC) # [REDACTED] 89

Dear Borrower(s):

This office represents Fifth Third Bank. This matter was referred to this office to foreclose the mortgage. Under the terms of the mortgage, our client has elected to accelerate the total indebtedness due and owing under the mortgage. Because of interest, and other charges that may vary from day to day, the total amount due may differ depending on the day of payment.

As of the date on this letter the total indebtedness is:

Principal Balance	\$66,022.14
Unpaid Interest	\$3,820.36
Late Charges	\$503.75
Corporate Advance	\$204.42
Escrow Advance	\$2,743.40
Other Advances	\$28,885.52
<i>Total:</i>	\$102,179.59

Identification of Creditor: Federal Home Loan Mortgage Corporation is the owner of the debt. Fifth Third Bank is the servicer of the debt. The mortgage loan payments are made to the servicer.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt, this office will obtain verification of the debt or a copy of the judgment, if applicable, and mail a copy of such verification or judgment to you. If you request, in writing, within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please contact this office if you are on active military duty. To the extent the mortgage debt has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Yours very truly,
Trott Law P.C.

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FCJ

Kathleen Marick
11354 Leverne
Redford, MI 48239-2272

EXHIBIT D

TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy - Suite 200
Farmington Hills, MI 48334
248-642-2515 Fax 248-642-3628

GRAND RAPIDS:
4024 Park East Court Suite B
Grand Rapids, MI 49546
616-942-0893 Fax 616-942-0921

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

April, 21 2009

Tracey Kevelighan
2553 Lamplighter Ln
Bloomfield Hills, MI 48304-1934

RE: Kevelighan, Tracey
2553 Lamplighter Ln
Bloomfield Hills, MI 48304-1934
T&T # [REDACTED] F01
Loan # [REDACTED] 0713

Dear Borrower(s)

This office represents America's Servicing Company, which is the creditor to which your mortgage debt is owed or the servicing agent for the creditor to which the debt is owed. The creditor has referred this matter to this office with instructions to commence foreclosure proceedings against the property. As of the date of this letter the total indebtedness owing to the creditor on the mortgage is:

Principal Balance	\$275,559.56
Unpaid Interest	\$24,791.87
Late Charges	\$2,380.25
Corporate Advance	\$1,744.15
Escrow Advance	\$22,305.58
Inspection Fees	\$60.00
<i>Total:</i>	\$326,841.41

Under the terms of your mortgage, the creditor has elected to accelerate the total indebtedness. It may, however, be possible to reinstate the mortgage, subject to the creditor's approval, by paying all past due installments, late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received and approved by this office before the date of the sheriff's sale. Please call 248.593.1309 for information concerning reinstatement.

The debt described above will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt, or any portion thereof. If you notify this office in writing within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you. If the debt is based on a judgment, a copy of the judgment will be provided for you upon request.

If the creditor named in paragraph one of this letter is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.

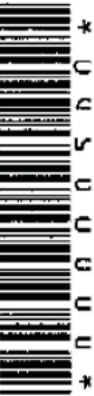
Written requests and checks for less than the full amount of the debt should be addressed to:
FAIR DEBT COLLECTION CLERK - FC D
Trott & Trott, P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

Please contact this office at the aforementioned number if you are on active military duty. If you have previously received a discharge in a bankruptcy this correspondence is not and should not be construed as an attempt to collect a debt; instead this correspondence is notice of the creditor's intent to enforce a lien against property.

Yours very truly,
Trott & Trott, P.C.
FORECLOSURE DEPARTMENT



NOTICE REQUIRED BY THE
FAIR DEBT COLLECTIONS PRACTICES ACT
15 U.S.C. SECTION 1692g AS AMENDED



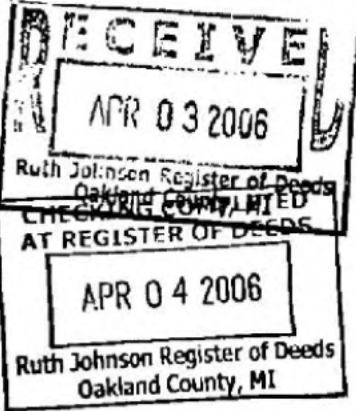
1. The amount of the debt is stated in paragraph one of the letter which is attached hereto.
2. The name of the creditor to whom the debt is owed, or the servicing agent for the creditor to whom the debt is owed, is set forth in paragraph one of the letter which is attached hereto.
3. The debt described in the letter attached hereto will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or any portion thereof.
4. If you notify this office, in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you.
5. If the creditor named in paragraph one of the Letter attached hereto is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.
6. Any information obtained from you will be used for the purpose of foreclosing the mortgage that is in default.
7. Written requests should be addressed to: FAIR DEBT COLLECTION CLERK - FC D

Trott & Trott P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

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EXHIBIT E

LIBER 37434 PAGE 403



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LIBER 37434 PAGE 403
\$67.00 MORTGAGE
\$4.00 REINDEMENTATION
04/19/2006 08:31:16 A.M. RECEIPT# 44780

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

[Space Above This Line For Recording Data]

MORTGAGE

Serv #: 11492977
DEFINITIONS

KEVELIGHAN
Loan #: [REDACTED] 9770
MIN: [REDACTED] 9770
PIN: [REDACTED] 005

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated March 17, 2006, together with all Riders to this document.
- (B) "Borrower" is TRACEY L KEVELIGHAN, A MARRIED WOMAN.

Borrower's address is 2553 LAMPLIGHTER LANE, BLOOMFIELD TOWNSHIP, MI 48304

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is WMC MORTGAGE CORP.

Lender is a Corporation organized and existing under the laws of CALIFORNIA. Lender's address is P.O. BOX 54089, LOS ANGELES, CA 90054-0089

(E) "Note" means the promissory note signed by Borrower and dated March 17, 2006. The Note states that Borrower owes Lender

Two Hundred Seventy-Seven Thousand Six Hundred And 00/100 Dollars (U.S. \$ 277,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036

MICHIGAN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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O.K. - MH

LAND TITLE OF MICHIGAN

LAN 13178

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(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify] **Balloon Rider**
- Second Home Rider
- Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

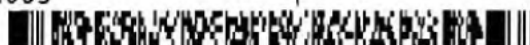
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of OAKLAND

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS EXHIBIT 'A'.



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which currently has the address of 2553 LAMPLIGHTER LANE

[Street]

BLOOMFIELD TOWNSHIP

, Michigan 48304

("Property Address");

[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds.

Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

MICHIGAN--Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by



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RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

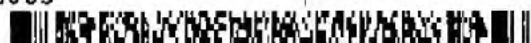
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing,

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any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

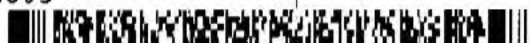
9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security

MICHIGAN--Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

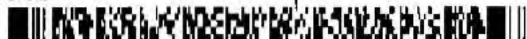
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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent



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by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or

MICHIGAN--Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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(d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, 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 Section 15. 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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

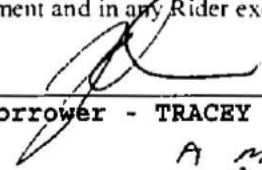


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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


3/17/06

 - Borrower - TRACEY L KEVELIGHAN - Date -
A MARRIED WOMAN
TK

MICHIGAN--Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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EXHIBIT F

FCH

Earl D. Wilson
30600 Telegraph Rd
Bingham Farms, MI 48025-4530



A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy - Suite 200
Farmington Hills, MI 48334
248-642-2515 Fax 248-642-3628

GRAND RAPIDS:
4024 Park East Court Suite B
Grand Rapids, MI 49546
616-942-0893 Fax 616-942-0921

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

September 08, 2014

Earl D. Wilson
800 Telegraph Rd
Higham Farms, MI 48025-4530

RE: Wilson, Earl
11450 Foley Rd
Fenton, MI 48430-9599
T&T # [REDACTED]
Loan # [REDACTED]



Dear Borrower(s):
This office represents Bayview Loan Servicing, LLC. This matter was referred to this office to foreclose the mortgage. Under the terms of the mortgage, our client has elected to accelerate the total indebtedness due and owing under the mortgage. Because of interest, and other charges that may vary from day to day, the total amount due may differ depending on the day of payment.

As of the date on this letter the total indebtedness is:

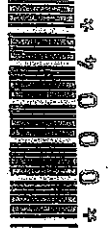
Principal Balance	\$146,778.82
Unpaid Interest	\$38,454.04
Late Charges	\$147.78
Corporate Advance	\$1,944.89
Escrow Advance	\$9,317.01
Total:	\$196,642.54

Identification of Creditor: The mortgage debt is owed to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2004-24CB). Bayview Loan Servicing, LLC is the servicer of the debt. The mortgage loan payments are made to the servicer.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt, this office will obtain verification of the debt or a copy of the judgment, if applicable, and mail a copy of such verification or judgment to you. If you request, in writing, within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please contact this office if you are on active military duty. To the extent the mortgage debt has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Yours very truly,
Trott & Trott P.C.



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EXHIBIT G

TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS:
31440 Northwestern Hwy - Suite 200
Farmington Hills, MI 48334
248-642-2515 Fax 248-642-3628

GRAND RAPIDS:
1787 Grand Ridge Court NE Suite 203
Grand Rapids, MI 49525
248-642-2515 Fax 616-364-1472

December, 10 2007

Gregory Keith Jr
5725 Tuttle Hill Rd
Ypsilanti, MI 48197-7043

RE: Keith, Gregory
5725 Tuttle Hill Rd
Ypsilanti, MI 48197-7043
T&T # [REDACTED]18F01
Loan # [REDACTED]5003
HUD # [REDACTED]4729

Dear Borrower(s)

This office represents Countrywide Home Loans, Inc., which is the creditor to which your mortgage debt is owed or the servicing agent for the creditor to which the debt is owed. The creditor has referred this matter to this office with instructions to commence foreclosure proceedings against the property. As of the date of this letter the total indebtedness owing to the creditor on the mortgage is:

Principal Balance	\$218,180.11
Unpaid Interest	\$4,871.69
Late Charges	\$214.35
Escrow Advance	\$127.54
<i>Total:</i>	\$223,393.69

Under the terms of your mortgage, the creditor hereby elects to accelerate the total indebtedness. It may, however, be possible to reinstate the mortgage, subject to the creditor's approval, by paying all past due installments, late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received and approved by this office before the date of the sheriff's sale. Please call 248.593.1302 for information concerning reinstatement. Please contact this office at the aforementioned number if you are in active military duty.

The debt described above will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt, or any portion thereof. If you notify this office, in writing within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you. If the debt is based on a judgment, a copy of the judgment will be provided for you, upon request.

If the creditor named in paragraph one of this letter is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.

Written requests and checks for less than the full amount of the debt should be addressed to:
FAIR DEBT COLLECTION CLERK - FC X
Trott & Trott, P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

If you have previously received a discharge in a bankruptcy, this correspondence is not, and should not be construed to be, an attempt to collect a debt from you personally, but only enforcement of a lien against property.

Yours very truly,
Trott & Trott, P.C.
FORECLOSURE DEPARTMENT

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTIONS PRACTICES ACT
15 U.S.C. SECTION 1692g AS AMENDED**

1. The amount of the debt is stated in paragraph one of the letter which is attached hereto.
2. The name of the creditor to whom the debt is owed, or the servicing agent for the creditor to whom the debt is owed, is set forth in paragraph one of the letter which is attached hereto.
3. The debt described in the letter attached hereto will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or any portion thereof.
4. If you notify this office, in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you.
5. If the creditor named in paragraph one of the Letter attached hereto is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.
6. Any information obtained from you will be used for the purpose of foreclosing the mortgage that is in default.
7. Written requests should be addressed to: FAIR DEBT COLLECTION CLERK - FC X

Trott & Trott P.C.
31440 Northwestern Highway Ste 200
Farmington Hills, MI 48334-2525

EXHIBIT H

NOTE



610 022641010 N 001 001

FHA CASE NO. [REDACTED]-702

December 31, 2008
[Date]

1844 Pinetree Dr.
Trenton, NJ 08613
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

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 **One Hundred Twenty Nine Thousand Four Hundred Seventy Four and no/100** Dollars (U.S. \$129,474.00), 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 One Half**

percent (**6.5000%**) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **February 01, 2009**. Any principal and interest remaining on the first day of **January 2039** will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34476

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

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$818.36. 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.

B&W

MULTISTATE FHA FIXED RATE NOTE

ITEM 0402-1 (0808)



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(Page 1 of 3)
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(D) Allonge to this Note for Payment Adjustments

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

- Growing Equity Allonge
- Graduated Payment Allonge
- Other (specify)

5. BORROWER'S RIGHT TO PREPAY

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

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BVM

MULTISTATE FHA FIXED RATE NOTE

ITEM 691L2 (08/08)

Sheet 10004
(Page 2 of 1)

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


Brian J. Martin

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Without recourse, pay to the order of.

[Sign Original Only]

By: Taylor, Bean & Whitaker
Mortgage Corp.


Erin Carter-Shaw, E.V.P.

MULTISTATE FIA FIXED RATE NOTE

ITEM 6482L8 (0808)

GreatDose™
(Page 3 of 3)

EXHIBIT I

2009 JAN 26 AM 8:57

Bernard J. Youngblood
Wayne County Register of Deeds
January 26, 2009 08:57 AM
Liber 47678 Page 1151-1158
#209018254 MTG FEE: \$36.00

[Space Above This Line For Recording Data]

MORTGAGE

FHA CASE NO. [REDACTED] 702

MIN: [REDACTED] 310

THIS MORTGAGE ("Security Instrument") is given on **December 31, 2008**
The mortgagor is **Brian Martin and Sarah Martin, Husband and Wife**

whose address is

103 Pickaville Ct., Fort Bragg, NC 28307

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **Taylor, Bean & Whitaker Mortgage Corp.**

("Lender") is organized and existing

under the laws of **FL**
and has an address of **1417 North Magnolia Ave, Ocala, FL 34475**

Borrower owes Lender the principal sum of **One Hundred Twenty Nine Thousand Four Hundred Seventy Four and no/100** Dollars (U.S. **\$129,474.00**).

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 **January 01, 2039**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in **Wayne** County, Michigan:

BJM SEM

See Attached Exhibit A.

MICHIGAN FHA MORTGAGE

6/96

MERS
ITEM 99:9L1 (0709)

08-87429W

GreatDocs™
(Page 1 of 7)



T9918_20071120.100000

0242053068131

36

L 47678 - P 1152

which has the address of

Trenton
[City]

, Michigan

1844 Pinetree Dr.
[Street]48183
[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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 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 Oevelopment ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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

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

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

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

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

THIRO, to interest due under the Note;

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

FIFTH, to late charges due under the Note.

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MICHIGAN FHA MORTGAGE

MERS
ITEM 9918L2 (0709)GreatDocs™
(Page 2 of 7)

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to

this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

9. **Grounds for Acceleration of Debt.**

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Gam-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 **eight months**

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 **eight months**

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

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

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

MICHIGAN FHA MORTGAGE

MERS
ITEM 0018L4 (0709)

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(Page 4 of 7)

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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.

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. *BFM 8/6/16*

L 47678 - P 1156

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.

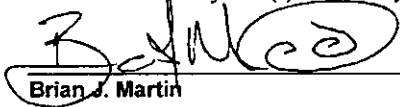
19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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.

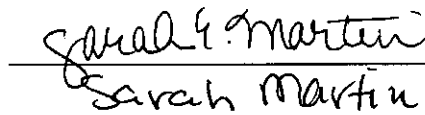
[Check applicable box(es)]

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Rehabilitation Loan Rider
- Non-Owner Occupancy Rider
- Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


Brian J. Martin

(Seal)
-Borrower


Sarah Martin

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of MICHIGAN
County of OAKLAND

The foregoing instrument was acknowledged before me this 12/31/08 (date) by
BRIAN MARTIN AND SARAH MARTIN, HUSBAND AND WIFE.
(name of person[s] acknowledged).

Matthew A. Ceci, Notary Public
State of Michigan, County of Wayne
My Commission Expires 7/29/2011
Acting in the County of OAKLAND

Matthew Ceci

Notary Public
County, Michigan.

Acting in the County of _____

My commission expires: _____

This instrument was prepared by:

Name: **Hope Wethington**
Business Address: **Taylor, Bean & Whitaker Mortgage Corp.**
1417 North Magnolia Ave
Ocala, FL 34475

After Recording Return To:
WARRANTY TITLE AGENCY
31440 NORTHWESTERN HWY, STE 150

FARMINGTON HILLS , MI **48334** BYM SEM

Exhibit "A"

The land referred to is located in the City of Trenton, County of Wayne, State of Michigan and described as follows:

Lot 80 Trenton Woodside No. 2 as recorded in Liber 77 Pages 2 and 3 of Plats Wayne County Record.

Commonly known as: 1844 Pinetree

Tax ID Number 54-009-02-0080-000

08-87429W

EXHIBIT J

NOTE

August 30, 2007

[Date]

Troy

[City]

MICHIGAN

[State]

11354 Leverage
Redford, MI 48239

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 88,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Fifth Third Mortgage - MI, LLC

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 170, Cincinnati, OH 45263-0170

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 585.47

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

404132383

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

404132383

Form 3200 1/01

Wolters Kluwer Financial Services

VMP®-5N (0207).02

Page 1 of 3

Initials:



0 2 0 5 1 0 1 0 4 0 4 1 3 2 3 8 3

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

404132383

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10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Kathleen Cadeau (Seal)
Kathleen Cadeau -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

EXHIBIT K

2007 SEP -5 AM 10: 21

Metropolitan

Bernard J. Youngblood
Wayne County Register of Deeds
September 05, 2007 10:21 AM
Liber 46632 Page 150-165
#207356746 MTG FEE: \$60.00



MORTGAGE

Return To:

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

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 30, 2007, together with all Riders to this document.

(B) "Borrower" is Kathleen Cadeau, an unmarried woman

Borrower's address is 755 Coolidge, Apt 4, Plymouth, MI 48170

Borrower is the mortgagor under this Security Instrument.

XXXXXX2383

XXXXXX2383

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3023 1/01

Wolters Kluwer Financial Services

VMP®-6D(MI) (0401).01

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Initials:

KC

CES1769

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03051010404132383

L 46632 F 151

(C) "Lender" is Fifth Third Mortgage - MI, LLC

Lender is a limited liability company organized and existing under the laws of the state of Michigan. Lender's address is 1850 East Paris, MD ROPS17, Grand Rapids, MI 49546

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 30, 2007. The Note states that Borrower owes Lender Eighty Eight Thousand And Zero/100

Dollars

(U.S. \$88,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 01, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

EXHIBIT A
LEGAL Desc. Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials: KC

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction]

of Wayne

[Name of Recording Jurisdiction]:

See Attached

Parcel ID Number: 79-041-01-2375-000

which currently has the address of

11354 Leverage

[Street]

Redford

[City], Michigan 48239

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

(c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if

acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly

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notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any

Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, 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 Section 15. 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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kathleen Cadeau (Seal)
Kathleen Cadeau -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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-Borrower

(Seal)
-Borrower

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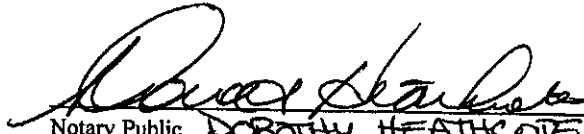
STATE OF MICHIGAN, ~~Oakland~~ *Wayne*

County ss:

The foregoing instrument was acknowledged before me this **August 30, 2007**
by **Kathleen Cadeau**, an **unmarried woman**

My Commission Expires:

10-26-07


Notary Public, **DOROTHY HEATHCOTE**
~~Oakland~~, Michigan County, Michigan
Acting in the County of ~~Oakland~~ *Wayne*
my commission Expires
10-26-07

This instrument was prepared by

Wendy Smith
Fifth Third Mortgage - MI, LLC
1850 East Paris, MD ROPS17
Grand Rapids, MI 49546

08/17/07

Initials: *KC*

(Attached to and becoming a part of document dated: August 30, 2007)

EXHIBIT A

Land situated in the Township of Redford, County of Wayne, State of Michigan, is described as follows:

Lot 2375 and the West 1/2 of adjacent vacated alley in the rear thereof, of FRISCHKORN'S GRAND-DALE GARDENS SUBDIVISION NO. 1, according to the recorded plat thereof, as recorded in Liber 62 of Plats, page 41, Wayne County Records.

Tax Parcel Number(s): 79-041-01-2375-000

File Number: CE51769