CITY OF BURTON

BURTON CITY COUNCIL MEETING

NOVEMBER 17, 2020

AGENDA

Council Chambers	Demo Hearing	5:45 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. CALL TO ORDER

B. STAFF PRESENT

C. AUDIENCE PARTICIPATION

Now is the time set-aside for members of the audience to address the Burton City Council. I would ask each individual to give their name and address for the record and to limit their comments to three (3) minutes and to speak on the topics germane to City business.

D. PRESENTATON: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

E. COUNCIL ACTION

1. THIS IS THE TIME FIXED FOR HEARING AND CONSIDERING ANY COMMENTS TO THE DEMOLITION UNDER CONSIDERATION, TO-WIT: 2173 N. Vassar Rd., Parcel ID # 59-01-576-034 at 5:45 p.m.

RESOLUTION: APPROVE AND AUTHORIZE the Standard Resolution for Step V of the Burton City Demolition Procedure, determining said premises at 2173 N. Vassar Rd., Parcel ID # 59-01-576-034 to be a public nuisance or hazard and to further require the owner(s) or occupant(s) to:

1. Immediate Demolition, with DPW given authorization to request sealed bids and the Structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk, or

2. *Alter by repair the structure to Burton City Code with a Building Permit within _____days, or

3. *Abate(tear down) the structure to Burton City Code with a Demolition Permit with _____days, or

4. Postpone any further action for _____days, based on the following circumstances:

The Burton City Council is to select one (1) of the above orders. The Department of Public Works recommends the immediate demolition, contingent upon Burton City Council's acceptance of the low bid.

*The Department of Public Works is hereby given the authority to demolish the structure(s) upon failure to comply with the Building Permit or Demolition Permit.

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ATTACHMENTS:

- Demo Packet 2173 N Vassar Rd (PDF)

Demolition Packet

2173 N. Vassar Rd.

November 17, 2020
At
5:45 p.m.

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

REQUEST FOR INVESTIGATION

NUISANCE OR HAZARDOUS CONDITION OF PREMISES

TO: Building Division, Department of Public Works

RE: Premises located at: 2173 N. Vassar 59-01-576-034
City of Burton, Genesee County, Michigan, legally described as:

LOT 34 SUPERVISORS PLAT OF DAVISON ACRES

Please investigate the above described premises and report to the Burton City Council regarding whether the condition of said premises constitutes a public nuisance or hazardous condition, dangerous to the health, safety, or welfare of the inhabitants of the City of Burton or those residing or habitually going near said premises. If so, set a Public Hearing date for the Burton City Council's action with the property owner's right to address the Burton City Council.

Date: February 12, 2020

Duane Haskins, Mayor

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

TITLE SEARCH

File No.: 20-55239
Address: 2173 N Vassar Rd, Burton, MI 48509
Parcel No.: 59-01-576-034

LAND situated in the City Burton, County of Genesee, State of Michigan, described as:

Lot 34 of SUPERVISOR'S PLAT OF DAVISON ACRES, according to the recorded plat thereof as recorded in Plat Book 17, Page(s) 44, Genesee County Records.

WE have examined the records of the Register of Deeds Office for Genesee County, State of Michigan, from April 26, 1995 to July 14, 2020 and find the following affecting the above described property:

Warranty Deed Recorded in Liber 2572 Page 924
Death Certificate Recorded in Document 2018202005936

Mortgage Recorded in Liber 3142 Pages 764-773
Assignment of Mortgage Recorded in Liber 3933 Page 600
Assignment of Mortgage Recorded in Document 200101260006638

PAYMENT OF THE FOLLOWING TAXES AND/OR ASSESSMENTS:
TAXES: Parcel No. 59-01-576-034 City of Burton County of Genesee
Taxes for 2019 Winter - $1,031.78, PAID
SPECIAL ASSESSMENTS included in the 2019 Winter Tax:
NONE

Taxes for 2020 Summer - $1,357.45, UNPAID

2020 State Equalized Value: $40,500.00
2020 Taxable Value: $37,899.00
Principal Residence Exemption: 0.000%

THE above report is not intended as evidence of the present condition of the title to the premises described. We assume no responsibility for the actual condition of the title which can be determined only from a complete examination of the records on file in the Office of the Register of Deeds and our liability therefore is limited to the amount paid. This search does not include any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code. This search does not reflect right of ways or mortgages that are released nor the releases associated with said mortgages.

CERTIFICATION DATE: July 14, 2020

SARGENT'S TITLE COMPANY, LLC

By: Megan Norris

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

WARRANTY DEED
Acknowledgment by person

DEED LIBER 2572 PAGE 924

924

SARGENT'S ABSTRACT & TITLE CO.
Agent for American Title Insurance Company

Know All Men By These Presents: That The Estate of Alta A. Carpenter, Deceased, Genesee County Probate Court File No. 146695

2173 N. Vassar Road Burton, MI 48509

Convey and Warrant To Norman K. King, Sr. and Katherine J. King, his wife

10405 Corunna Road Swartz Creek, MI 48473

the following described premises situated in the City of Burton, County of Genesee and State of Michigan, to-wit:

Lot 34 of SUPERVISOR'S PLAT OF DAVISON ACRES, according to the recorded plat thereof as recorded in Plat Book 17, Page 44, Genesee County Records.

RECORDED
APR 27 2 25 PM '95

Reference Information: 1.) Mailing Address: 2173 N. Vassar Road
Burton, MI 48509
2.) Permanent Parcel No. Q-9616-34

for the sum of Fifty-Six Thousand Two Hundred and 00/100 Dollars ($56,200.00)

This deed is made subject to all restrictions, easements and reservations in the chain of title, or of record, or which would show on examination of the premises. The grantee shall pay all taxes, fees and assessments which are billed after this date.

Dated this 26th day of April, A.D. 19 95

Signed, Sealed and Delivered in Presence of:

Linda L. Gerry

Shelby J. Robertson

Estate of Alta A. Carpenter By Katherine Jean King, Independent Personal Rep. (SEAL)

Estate of Alta A. Carpenter
By Katherine Jean King, Independent Personal Rep. (SEAL)

(SEAL)

STATE OF MICHIGAN,
COUNTY OF Genesee } ss.

On this 26th day of April, A.D. 19 95, before me personally appeared Katherine Jean King, Independent Personal Representative of The Estate of Alta A. Carpenter, Deceased to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My Commission Expires 07/21/96, A.D. 19

Linda L. Gerry
Notary Public Genesee County, Michigan

MICHIGAN REAL ESTATE TRANSFER TAX
DEPT OF TAXATION - GENESEE COUNTY
04/27/95 COUNTY$ 62.15
STATE $ 423.75
STMP# 28387 RCPT# 58754

Office of The Treasurer of County, Michigan
4-27 19 95

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

County Treasurer

DRAFTED BY S.J. Robertson, Auth. Agent
Estate of Alta A. Carpenter

BUSINESS ADDRESS 2173 N. Vassar Road
Burton, MI 48509

20433

Case No. 661314 State Transfer Tax $423.75 Co. Transfer Tax: $62.15

After Recording, Return to: Grantee

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

TYPE OR PRINT IN PERMANENT BLACK INK

LF 0614

CF

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND ON WHITE PAPER

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER 3395935

DECEDENT

1. DECEDENT'S NAME: Norman Kay King, Sr.
2. DATE OF BIRTH: Sept. 16, 1930
3. SEX: Male
4. DATE OF DEATH: February 15, 2011
5. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS: Norman Kay King
6a. AGE - Last Birthday: 80
6b. UNDER 1 YEAR: MONTHS / DAYS
6c. UNDER 1 DAY: HOURS / MINUTES
7a. LOCATION OF DEATH: 10405 Corunna Road 48473
7b. CITY, VILLAGE, OR TOWNSHIP OF DEATH: Clayton Township
7c. COUNTY OF DEATH: Genesee
8a. CURRENT RESIDENCE - STATE: Michigan
8b. COUNTY: Genesee
8c. LOCALITY: Clayton
8d. STREET AND NUMBER: 10405 Corunna Road
8e. ZIP CODE: 48473
9. BIRTHPLACE: Albuquerque, New Mexico
10. SOCIAL SECURITY NUMBER: -8655
11. DECEDENT'S EDUCATION: 8th grade
12. RACE: white
13a. ANCESTRY: English
13b. HISPANIC ORIGIN: No
14. WAS DECEDENT EVER IN THE U.S. ARMED FORCES: Yes
15. USUAL OCCUPATION: Supervisor
16. KIND OF BUSINESS OR INDUSTRY: Automobile Mfg.
17. MARITAL STATUS: Widowed
18. NAME OF SURVIVING SPOUSE

Norman King

NAME OF DECEDENT (Signature by physician or mortician)

PARENTS

19. FATHER'S NAME: Max Raymond King
20. MOTHER'S NAME BEFORE FIRST MARRIED: Irene Bean

INFORMANT

21a. INFORMANT'S NAME: Darrell D. King
21b. RELATIONSHIP TO DECEDENT: Son
21c. MAILING ADDRESS: 181 Brookside Dr., Flushing, MI 48433

DISPOSITION

22. METHOD OF DISPOSITION: Burial
23a. PLACE OF DISPOSITION: Crestwood Memorial Cemetery
23b. LOCATION City or Village, State: Grand Blanc, Michigan
24. SIGNATURE OF MORTUARY SCIENCE LICENSEE
25. LICENSE NUMBER: 5787
26. NAME AND ADDRESS OF FUNERAL FACILITY: Plumb-Smith Funeral Home, G-1208 N. Ballenger, Flint, MI 4850

CERTIFICATION

27a. CERTIFIER
[ ] Coroner/Medical Examiner
[X] Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.

Signature and Title: A.M. Wilson, MD

28a. ACTUAL OR PRESUMED TIME OF DEATH: Unknown M
28b. PRONOUNCED DEAD ON: February 15, 2011
28c. TIME PRONOUNCED DEAD: 5:10 P M
29. MEDICAL EXAMINER CONTACTED: Yes
30. PLACE OF DEATH: Garage-Barn
31. IF HOSPITAL, Inpatient, Outpatient, Emergency Room, DOA (Specify)
27d. DATE SIGNED: February 16, 2011
27e. LICENSE NUMBER: 4301083538
32. MEDICAL EXAMINER'S CASE NUMBER: 11-0198
33. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER
34. NAME AND ADDRESS OF CERTIFYING PHYSICIAN: Allecia M. Wilson, MD 630 S. Saginaw Street Flint, MI 48502
35a. REGISTRAR'S SIGNATURE
35b. DATE FILED: FEB 17 2011

CAUSE OF DEATH

36. PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT abbreviate. Enter only one cause on a line.

a. Atherosclerotic Cardiovascular Disease — Approximate Interval Between Onset and Death: Years
DUE TO (OR AS A CONSEQUENCE OF)
b.
DUE
c.
DUE
d.

IMMEDIATE CAUSE (Final disease or condition resulting in death)

Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST

PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I.

201802020005936 P:2 F:$30.00
Received: 2/2/2018 2:20 PM
Recorded: 2/2/2018 2:25 PM
John J. Gleason T20180004720
Genesee County Register MAIL

37. DID TOBACCO USE CONTRIBUTE TO DEATH? [ ] Yes [ ] Probably [ ] No [X] Unknown
38. IF FEMALE: [ ] Not pregnant within past year [ ] Pregnant at time of death [ ] Not pregnant, but pregnant within 42 days of death [ ] Not pregnant, but pregnant 43 days to 1 year before death [ ] Unknown if pregnant within the past year

MEDICAL EXAMINER

39. MANNER OF DEATH: Natural
40a. WAS AN AUTOPSY PERFORMED? Yes External
40b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Yes
41a. DATE OF INJURY
41b. TIME OF INJURY M
41c. DESCRIBE HOW INJURY OCCURRED
41d. INJURY AT WORK
41e. PLACE OF INJURY - At home, farm, street, construction site, wooded area, etc.
41f. IF TRANSPORTATION INJURY - Driver/operator, passenger, pedestrian, etc.
41g. LOCATION - Street or R.F.D. No. City, Village or Twp. State

DCH-0193 (Rev 6/1999) VOID WITHOUT HEAT SENSITIVE INK UNDER COUNTY CLERK'S NAME

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

VOID WITHOUT RAISED SEAL
A BLACK AND WHITE COPY OF THIS IS NOT OFFICIAL
VOID WITHOUT HEAT SENSITIVE INK UNDER COUNTY CLERK'S NAME

State of Michigan }
$S.
County of Genesee }

I, MICHAEL J. CARR, County Clerk, for the County of Genesee, Clerk of the Seventh Circuit Court thereof, the same being a Court of Record, and having a seal, do hereby certify that the foregoing is an exact reproduction of the original certificate as it now appears in the permanent records now remaining in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Circuit Court

this day FEB 17 2011 A.D.

MICHAEL J. CARR, County Clerk

Return To:
Shawn Groves
2044 Kingswood Dr.
Flint MI 48507

$30.00

MTG. LIBER 3142 PAGE 764

RECORDED
APR 27 12 24 PM '95

[Space Above This Line For Recording Data]

LOAN# 000165386

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 26, 1995.
The mortgagor is NORMAN K. KING SR. AND KATHERINE J. KING, HUSBAND AND WIFE

whose address is
10405 CORUNNA RD. SWARTZ CREEK, MI. 48473 ("Borrower").
This Security Instrument is given to REPUBLIC BANK, A MICHIGAN BANKING CORPORATION,

which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose address is 3200 BEECHER ROAD, FLINT, MI 48532 ("Lender").

Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND AND NO/100 ---------- Dollars (U.S. $ 38,000.00). 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 MAY 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender, with power of sale, the following described property located in THE CITY OF BURTON GENESEE County, Michigan:

A PARCEL OF LAND SITUATED IN THE CITY OF BURTON, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
LOT 34 OF SUPERVISOR'S PLAT OF DAVISON ACRES, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 44, GENESEE COUNTY RECORDS.

TAX ROLL #Q-9616-34

which has the address of 2173 N. VASSAR RD. (Street) BURTON (City)
Michigan 48509 (Zip Code) ("Property Address");

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

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

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

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.

MTG. LIBER 3142 PAGE 765

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. 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 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. 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 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. 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 other 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.

15. 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "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 20, "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:

21. 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 paragraph 17 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 paragraph 21, 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 14. 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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument to Borrower.

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Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

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

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

Witnesses:

Linda L. Gerry
LINDA L. GERRY

Norman K. King
NORMAN K. KING SR. (Seal) -Borrower
320-24-8653

Amanda Krueger
AMANDA KRUEGER

Katherine J. King
KATHERINE J. KING (Seal) -Borrower
364-30-6551

(Seal) -Borrower

(Seal) -Borrower

(Space Below This Line For Acknowledgment)

STATE OF MICHIGAN, GENESEE County ss:

The foregoing instrument was acknowledged before me this APRIL 26, 1995 (date)

by NORMAN K. KING SR. AND KATHERINE J. KING, HUSBAND AND WIFE (person acknowledging)

My Commission expires: 7/21/96

Linda L. Gerry
LINDA L. GERRY
Notary Public, GENESEE County of Michigan

This instrument was prepared by KATHLEEN GOODHEW
REPUBLIC BANK
3200 BEECHER ROAD
FLINT, MI 48532

RETURN TO:
REPUBLIC BANCORP MORTGAGE INC.
31155 NORTHWESTERN HIGHWAY
FARMINGTON HILLS, MI 48334

27.00

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

MTG. LIBER 3142 PAGE 770

1-4 FAMILY RIDER

Assignment of Rents

LOAN# 000165386

THIS 1-4 FAMILY RIDER is made this 26 day of APRIL, 19 95, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to REPUBLIC BANK , A MICHIGAN BANKING CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2173 N. VASSAR RD. , BURTON, MI 48509

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that 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.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Norman K. King Sr. (Seal)
NORMAN K. KING SR. -Borrower

Katherine J. King (Seal)
KATHERINE J. KING -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

MTG. LIBER 3142 PAGE 772

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

LOAN# 000165386

THIS ADJUSTABLE RATE RIDER is made this 26TH day of APRIL, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to REPUBLIC BANK

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

2173 N. VASSAR RD. BURTON, MI 48509

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MAY, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE ----------

---

percentage points (3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 3.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my [illegible] before the effective date of any change. The notice will include information required by law to be given me and [illegible]

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 delivered or mailed 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.

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

NORMAN K. KING SR. _____ (Seal) -Borrower

KATHERINE J. KING _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

MASTER LIBER 3933 PAGE 600

Sep 25 9 ...

ASSIGNMENT OF MORTGAGE
RBMI# 165386
STATE OF MICHIGAN
COUNTY OF GENESEE

Know all men by these presents that REPUBLIC BANK
31155 NORTHWESTERN HIGHWAY
FARMINGTON HILLS, MI 48334
a Corporation, organized and existing under the Laws of the State Of Michigan, first party, for and in the consideration of the sum of One Dollar and other good and valuable consideration, lawful money of the United States of America, to it paid by

FIRST OF AMERICA LOAN SERVICES INC.
ONE FIRST OF AMERICA PARKWAY
KALAMAZOO, MI 49009

second party, receipt whereof is hereby acknowledged, has sold assigned and transferred, and does hereby sell, assign and transfer to second party, all the right, title and interest of the said first party in and to a certain real estate Mortgage dated the 26TH day of April 1995 made by

Norman K., Sr. and Katherine J. King, husband and wife
Property Address: 2173 N. Vassar Road, Burton, MI 48509
Original Mortgage Amount: $38,000.00

And recorded by the office of the Register of Deeds for the County of Genesee
State of Michigan on 4/27/95 in liber 3142 page 764.

In Witness whereof, said First Party has caused these presents to be signed in its name by its duly authorized officer and its corporate seal to be hereunto affixed 04/01/98

IN THE PRESENCE OF

KIRILL J. BOCHNEWICH

DIANNA BALLUFF

BY: STEVE JUODAWLKIS
AUTHORIZED SIGNER FOR
REPUBLIC BANK

State of Michigan, County of Oakland

On this 1ST day of April, 1998 before me appeared Steve Juodawlkis to me personally known, who, being by me duly sworn, did for himself say that he is authorized signer for Republic Bank the corporation named in and which executed the within instrument, that said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors, and each of said officer(s) did acknowledge said instrument to be the free act and deed of said corporation.

Drafted by
Kirill J. Bochnewich
After Recording Return to:
Republic Bancorp Mortgage Inc.
31155 Northwestern Highway
Farmington Hills, MI 48334

RUSSELL J. SHEIBELS

Notary Public for: Wayne
Acting in: Oakland
My Commission Expires: 10/01/00

81990

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

Instr:200101260006639 01/26/2001
P:1 of 1 F:$9.00 8:19AM
Melvin Phillip McCrae T20010002642
Genesee County Register ENVNATIONW

ASSIGNMENT OF MORTGAGE

NCM#: 9116662
OKMC#:9356272
MIN#: 100014270000363102
FNMA 1665053868 POOL:363327

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned,
NATIONAL CITY MORTGAGE CO., an Ohio Corporation, whose address is 3232 Newmark Drive, Miamisburg, OH 45342, (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware Corporation, its successors or assigns, as nominee for **OLD KENT MORTGAGE COMPANY**, a Michigan Corporation, c/o P.O. Box 2026, Flint, MI 48501-2026, (assignee).
Said mortgage made on 04/26/95 by
NORMAN K KING SR AND KATHERINE J KING
to **REPUBLIC BANK**
and recorded in office of the Register of Deeds of GENESEE County, Michigan, in Book 3142 , Page 764 Doc#
upon the property situated in said State and County, to wit:
also known as 2173 N VASSAR RD
BURTON,MI 48509
dated:12/01/00
NATIONAL CITY MORTGAGE CO. FKA FIRST OF AMERICA LOAN SERVICES, INC FKA FIRST OF AMERICA MORTGAGE COMPANY AKA FOA MORTGAGE COMPANY

By:
KEVIN HOLT
VICE PRESIDENT

Signed and delivered in the presence of:

K. WILSON G. MONTES

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
On 12/01/00 , before me appeared KEVIN HOLT
to me personally known, who being by me duly sworn, did say that he/she is the/an VICE PRESIDENT
of NATIONAL CITY MORTGAGE CO. FKA FIRST OF AMERICA LOAN SERVICES, INC FKA FIRST OF AMERICA MORTGAGE COMPANY AKA FOA MORTGAGE COMPANY
and that said instrument was signed on behalf of said corporation.

M. EASH Notary Public

Prepared by:
D.Colon/NTC,101 N. Brand #1800, Glendale, CA 91203 (800)346-9152
When recorded return to:
Nationwide Title Clearing
101 N. Brand #1800
Glendale, CA 91203

ESII CEREZA MORALES
COMM. #1283872
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Nov. 10, 2004 ESII

NCOKM LT 219LT
MIN 100014270000363102 MERS PHONE 1-888-679-MERS

Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

E.1.a

John J. Gleason
Genesee County Clerk/Register

Web Services Detailed Data Results

Instrument: 201708040016213 **Volume Page:**
Document Type: DEATH CERTIFICATE
Deceased: KING, KATHERINE / KING, CASSIE **Date of Death:** 10/23/1968
Local File No: 0000

Instrument: 201009070009881 **Volume Page:**
Document Type: DEATH CERTIFICATE
Deceased: KING, KATHERINE JEAN / CARPENTER, KATHERINE JEAN **Date of Death:** 08/28/2010
Local File No: 2990

Instrument: 200406230013769 **Volume Page:**
Document Type: MARRIAGE LICENSE
Spouse: KING, KATHERINE MICHELE **Married:** 07/11/2004
Spouse: SCOTT, JACOB PHILLIP
Local File No: 200461818 **Status:**

Instrument: 196103220000005 **Volume Page:** D117 217
Document Type: DEATH CERTIFICATE
Deceased: KING , KATHERINE W **Date of Death:** 03/22/1961
Local File No: 503

Search Criteria: Find all documents where the Last Name Like 'king%' and First Name Like 'katherine%'
Note: Restricted documents are not displayed even if they meet the search criteria

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Developed By:

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Attachment: Demo Packet 2173 N Vassar Rd (4936 : 2173 N. Vassar Rd.)

NOTICE TO PROPERTY OWNER / TAXPAYER OR OCCUPANT
PUBLIC HEARING
TO ABATE A NUISANCE OR HAZARDOUS CONDITION

NOTICE IS HEREBY GIVEN:

1. That the City Council of the City of Burton, Genesee County, Michigan, has received a report of an investigation from the Building Division of the Department of Public Works on the 17th day of August, 2020, relative to the premises owned or occupied by you located at: 2173 N. Vassar Rd. City of Burton, Genesee County, Michigan, legally described as:

   LOT 34 SUPERVISORS PLAT OF DAVISON ACRES

2. That because of age or dilapidation, the accumulation of refuse or debris, or other condition or happening has become a nuisance or hazard dangerous to the public health, safety or welfare of the inhabitants of the City or of those residing on the premises or habitually going near such premises. The conditions causing the public hazard or nuisance are specifically as follows:

   See Building Report on file with Building Dept. - 4093 Manor Drive; Burton, MI 48519, between the hours of 8:00 a.m. - 4:00 p.m.; Monday through Friday.

3. That the City Council will meet in City Hall at **5:45 p.m.** on Monday, **November 17, 2020**, for a Special City Council meeting, to hear and consider any objection or favorable comments by you or any interested party with respect to the nuisance or hazardous condition relative to an order to alter, repair, tear down, abate, or removal of said premises.

4. The City Council may order the work required to correct such nuisance or hazardous condition to be done by the City of Burton itself or by contract or hire. All costs incurred for the work, title search, or appraisal thereof will be assessed against the real property.

Owner/Taxpayer of Record – Title Search:

Name: Norman K. King & Katherine J. King
Address: 10405 Corunna Rd.
City/State/Zip: Swartz Creek MI 48473

Name: First of America Loan Services Inc.
Address: One First of America Parkway
City/State/Zip: Kalamazoo MI 49009

Dated: 10/16/2020

Racheal Boggs
Racheal Boggs, City Clerk

City Seal

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7019 1120 0000 8871 6739

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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Total Postage and Fees $ 6.80

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OCT 16 2020
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POST OFFICE

Sent To
Street and Apt. No., or PO B
City, State, ZIP+4®

Norman & Katherine King
10405 Corunna Rd
Swartz Creek MI 48473

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ .50
Total Postage and Fees $ 6.80

Postmark Here

Sent To
Street and Apt. No., or PO B
City, State, ZIP+4®

First of America Loan Service
One First of America Parkway
Kalamazoo MI 49009

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First of America Loan Service
One First of America Parkway
Kalamazoo MI 49009

9590 9402 5155 9122 1100 71

2. Article Number *(Transfer from service label)*
7019 1120 0000 8871 6746

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X P Coffman ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* P Coffman C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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INSPECTION REPORT FOR: 2173 N. Vassar 59-01-576-034

DATE OF INSPECTION: October 20, 2020

The following violations were in evidence:

1. Yard overgrown with plants, trees, and debris scattered all over property
2. Home has power
3. Inside of home walking paths only home full of house hold stuff/ clothes/ plants
4. Exterior of home poor condition could not get into basement
5. Detached garage roof caved in and full of junk and debris
6. 3 other building on property in poor condition not savable
7. Junk car behind garage sunk in ground to bottom of doors.

Dave Martinez, Building Inspector

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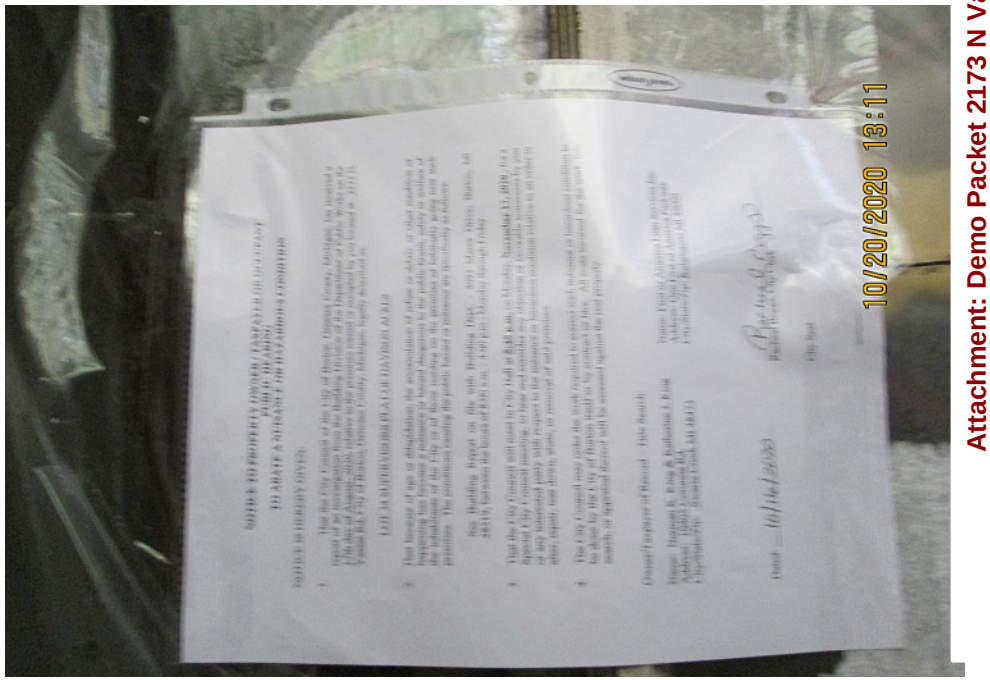

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