

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION		PROOF OF CLAIM	
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property. If necessary, please cross out pre-printed address and write in change of address.		<div style="border: 2px solid black; padding: 10px; display: inline-block;"> CLAIM FILED JUN 24 2011 CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA </div>	
21844168027331 JACKSONVILLE, FLORIDA JUNE SCOTT, CONSERVATOR ESTATE OF BRANDI VANEMON C/O JOHN L. BARNES, ESQ 303 N MAIN ST. THREE RIVERS, MI 49093		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY	
Creditor Telephone Number (259) 273-2327 <input checked="" type="checkbox"/> Check box if address is where Notice is to be sent.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on:	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Payment Telephone Number ()			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 96,000.00 or value of property If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: void/defective mortgage & foreclosure		(See instructions #2 and #3a on reverse side.) 3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 4076 3a. Debtor may have scheduled account as:	
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Property: \$ 96,000.00 Annual Interest Rate: % if any: \$ Basis for Perfection: documents		Secured Claim Amount: \$ 96,000.00 or value of property Unsecured Claim Amount: \$ Amount of arrearage and other charges as of time case filed included in secured claim, recorded DO NOT include the priority portion of your claim here.	
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Unsecured Priority Claim Amount: \$ Include ONLY the priority portion of your unsecured claim here.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 24, 2011, the Special Bar Date (as defined in the Bar Date Notice).		THIS SPACE FOR COURT USE ONLY T, B & W Mortgage Corp. 03436	
By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317	
DATE 6-23-2011		SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. John L. Barnes, attorney for Conservator (P#1478)	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number: Use this proof of claim form only if you are asserting a claim against the Debtor, Taylor, Bean & Whitaker Mortgage Corp. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.			State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing. 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority. 6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. 7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary if documentation is voluminous or an explanation if documentation is not available. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning. Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim. Date-Stamped Copy: Return claim form and attachments. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form. <i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i> Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."
DEBTOR Taylor, Bean & Whitaker Mortgage Corp.	CASE NO 3:09-bk-07047-JAF	PETITION DATE 8/24/2009	
Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g). 1. Amount of Claim as of Date Case Filed: State the total amount (in lawful US currency) owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim. 2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor. 3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor. 4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.)			

DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page.

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

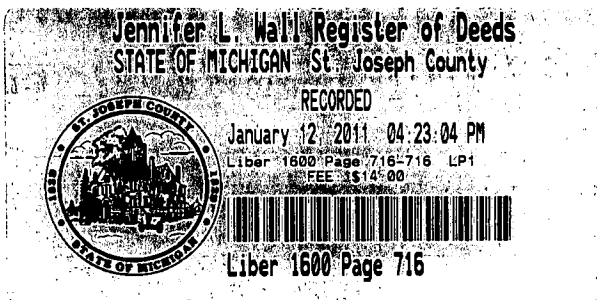
INFORMATION

document showing that the lien has been filed or recorded.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/tbwimortgage.



STATE OF MICHIGAN
IN THE PROBATE COURT FOR THE COUNTY OF ST. JOSEPH

In the matter of Brandi VanEmon

CASE NO. 93-141-CG/GA

June Scott, Conservator of the Estate of Brandi VanEmon and
Romayne Dee Dray, Guardian of Brandi VanEmon

Plaintiff,

HON. THOMAS E. SHUMAKER (P20409)

v.

TAYLOR, BEAN & WHITAKER
Mortgage Corp.

Defendant.

JOHN L. BARNES (P41478)
Attorney for Plaintiff
BARNES LAW OFFICE, P.C.
303 N. Main Street
Three Rivers, MI 49093
(269) 273-2327

NOTICE OF LIS PENDENS

Notice is given that an action has been commenced and is pending in court on a complaint filed by Plaintiff against Defendant (and its successors) for Declaratory Judgment and Equitable Relief. Notice is also given that the premises to be affected by this action is located in the Township of Mendon, St. Joseph County, State of Michigan and is described in the complaint as follows:

Commonly known as 22780 Pinhook Rd., Mendon, MI, more particularly described as follows: All that part of the Northeast ¼ of Section 19, T 5 S, R 10 W, Mendon Township, St. Joseph County, Michigan, described as follows: Commencing at the East ¼ corner of said section 19 and running thence West, along the East-West 1/4 line as monumented, 1163.45 feet to the point of beginning of this description; the Boundary runs thence West, along the East-West 1/4 line as monumented, 171.45 feet; thence North 330.00 feet; thence East 171.02 feet; thence S 00°04'28" E 330.00 feet to the point of beginning.

Including manufactured home described as follows:

Year: 2003 HUD label number RAD1377916 and RAD1377917

Model: Friendship Serial Number: MY0357212ABF

Manufacture: Foxwood Length and width: 59' x 27'

Tax Parcel ID #75-010-019-004-50

Estate of Brandi Van Emon

Dated: January 12, 2011

by:

June Scott
June Scott, Its Conservator

Dated: January 12, 2011

John L. Barnes
John L. Barnes (P41478)
Attorney for Plaintiff

Return to: Barnes Law Office, P.C.
303 N. Main Street
Three Rivers, MI 49093

DF

STATE OF MICHIGAN
JUDICIAL DISTRICT
JUDICIAL CIRCUIT
ST. JOSEPH COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

93-141-CG/GA

Court address

125 W. Main, P.O. Box 190, Centreville, MI 49032

Court telephone no.

(269) 467-5538

Plaintiff's name(s), address(es), and telephone no(s).

In the matter of Brandi VanEmon
June Scott, Conservator of the Estate of Brandi VanEmon &
Romaine Dee Dray, Guardian of Brandi VanEmon

Plaintiff's attorney, bar no., address, and telephone no.

John L. Barnes (P41478)
303 N. Main Street
Three Rivers, MI 49093
(269) 273-2327

Defendant's name(s), address(es), and telephone no(s).

Taylor, Bean, & Whitaker Mortgage Corp.
1417 N. Magnolia Ave.
Ocala, FL 34475-9078
(352) 369-6200
and its agents, successors, and assigns

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued

11/24/2010

This summons expires

2/22/2011

Court clerk

Eva R. Sylvester

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT

Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☒ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in St. Joseph County Circuit Court Court.
- The action ☒ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

93-141-CG

Judge

Thomas E. Shumaker

Bar no.

P20409

General Civil Cases

- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☒ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in St. Joseph County 3-B District Court.
- The action ☒ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

10-710 LT

Judge

Jeffrey C. Middleton

Bar no.

P33555

VENUE

Plaintiff(s) residence (include city, township, or village)

Ocala, FL

Defendant(s) residence (include city, township, or village)

Mendon, St. Joseph County, MI

Place where action arose or business conducted

St. Joseph County, Michigan

Signature of attorney/plaintiff

Date

11-24-2010

John L. Barnes P41478

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN
IN THE PROBATE COURT FOR THE COUNTY OF ST. JOSEPH

In the matter of Brandi VanEmon

CASE NO. 93-141-CG/GA

June Scott, Conservator of the Estate of Brandi VanEmon and
Romaine Dee Dray, Guardian of Brandi VanEmon

Plaintiff,

HON. THOMAS E. SHUMAKER (P20409)

v.

TAYLOR, BEAN & WHITAKER M
Mortgage Corp.

Defendant.

JOHN L. BARNES (P41478)
Attorney for Plaintiff
BARNES LAW OFFICE, P.C.
303 N. Main Street
Three Rivers, MI 49093
(269) 273-2327

CIVIL ACTION

A Civil Action between these parties or other parties arising out of a transaction or occurrence alleged in the Complaint has been previously filed in 3-B District Court for St. Joseph County Michigan, docket number 10-710-LT and assigned to Judge Jeffrey C. Middleton. The action remains pending. There is also the currently pending Guardian/Conservatorship file before this Probate Court, In the Matter of Brandi VanEmon.

COMPLAINT FOR DECLATORY JUDGMENT
AND EQUITABLE RELIEF

Plaintiff states:

1. The Estate of Brandi VanEmon is the guardianship and conservatorship estate of Brandi VanEmon who is the ward of this Court, having been determined incapable of handling her own affairs. June Scott has been appointed Successor Conservator, and Romaine (Dee)

Dray has been appointed Successor Guardian of Brandi VanEmon; their authority continues as of the time of the commencement of this action. The Estate and the ward herself, Brandi VanEmon, is subject to Probate Court supervision and jurisdiction.

2. Defendant Taylor, Bean & Whitaker Mortgage Corporation is a foreign mortgage lending corporation with its principal places of business in Ocala, Florida, but which as has been doing business in the State of Michigan and County of St. Joseph Michigan.
3. The property which is the subject of this action is located in St. Joseph County Michigan, the address commonly known as 22780 Pinhook Road, Mendon, Michigan 49072.
4. Brandi VanEmon was injured in an automobile accident several years ago, in which she sustained a traumatic brain injury which left her with permanent brain damage, cognitive impairments, and a paraplegic, completely dependent upon others for her care. As a result of the accident she was determined not competent to enter into contracts or handle her own financial affairs, and therefore the Court ordered the appointment of a guardian and conservator for Brandi in this case in above-captioned case in 1993.
5. Brandi has continued to receive no-fault insurance benefits and services from and through State Farm Insurance. She is entitled to these as a result of being injured in the above referenced automobile accident. The no-fault benefits and services being received from State Farm include provision of appropriate handicapped-accessible housing adapted to Brandi's special needs.
6. To this day Brandi continues to be incapable of handling her own financial affairs or entering into contracts.
7. On January 29, 2004, State Farm Insurance and Brandi VanEmon and Scott Gritzmacher entered into Agreement Regarding Purchase, Maintenance and Possession and Disposition of Home and Land for Brandi VanEmon and Scott Gritzmacher regarding the purchase of, possession, maintenance of and disposition of a parcel of land and a home to be placed on that land for the benefit of Brandi VanEmon. This agreement specifically relates to, and creates and reserves lienhold interests in Brandi VanEmon's home located at 22780 Pinhook Rd., Mendon. The property is also specifically described in the agreement itself, which was recorded in the Records of the St. Joseph County Register of Deeds at Liber 1217, at Pages 575 through 588. A copy of that Agreement is attached hereto as **Exhibit 1**. (Said document is hereafter referred to in this Complaint as "The Agreement")

8. The Agreement provides a lien hold interest of State Farm Insurance Company and the Estate of Brandi VanEmon, to provide permanent housing for Brandi VanEmon and maintaining a lien hold interest in the home and property for State Farm Insurance and the conservatorship estate of Brandi VanEmon. The Agreement provides that State Farm's "lien hold interest shall decline over time and be determined according to the following schedule:" and then provides a declining interest based on lapse of time. State Farm's reserved interest as of the time period of 49 to 60 months after execution of the Agreement is 80%. See page 6 of the Agreement.
9. As of April 2008, approximately 51 months had elapsed from the date of execution of the Agreement, making the reserved lien hold interest in the subject real property 80%.
10. Brandi VanEmon, as ward of the Court, is a direct beneficiary of that Agreement, and Brandi VanEmon's conservatorship estate is a direct beneficiary of that recorded Agreement and the lien hold estate as established by the declining interest chart at page 6 of The Agreement.
11. Scott Gritzmacher fraudulently, and through duress and coercion, induced Brandi VanEmon to enter into a mortgage to obtain money for his use.
12. On April 30, 2008, Brandi VanEmon purported to give a Mortgage on the home property which is the subject of this action, located at 27780 Pinhook Rd., Mendon, Michigan. A copy of that Mortgage is attached hereto as **Exhibit 2**. It was recorded on May 7, 2008, well after the agreement referred to above was recorded.
13. The Mortgage referred to only lists Brandi VanEmon as Mortgagor. It does not list Scott Gritzmacher, nor State Farm Insurance, nor the Conservatorship Estate of Brandi VanEmon.
14. Brandi VanEmon did not understand in a reasonable manner the nature and effect of the action in which she was engaged when she executed the Mortgage on her home, she was not competent to enter into that transaction, she was subject to fraud, duress, coercion by Scott Gritzmacher, and no provision was made for the fact that in accordance with the Agreement, State Farm Insurance and her conservatorship estate still held at least an 80% reserved lienhold interest in the property; therefore even had Brandi VanEmon been capable of entering into a valid contract or mortgage, the maximum interest she would have been able to encumber would have been an undivided 20% interest in said real property.
15. The mortgage was obtained by Taylor, Bean & Whitaker shortly after its execution.

16. The Mortgage was void because at the time of the mortgage, Brandi did not have sufficient mental capacity to enter into a contract and was forced to enter into it by fraud, duress or coercion of Scott Gritzmacher.
17. The mortgage was also void because it did not deal with, nor bind, the retained lienhold interest of State Farm and the Conservatorship Estate in continuing to provide appropriate handicap-accessible housing for Brandi.
18. Within a short time after Brandi obtained the mortgage, Scott Gritzmacher Scott Gritzmacher who was handling Brandi's financial affairs, used the money illegally on drugs.
19. Brandi was not aware of what he was doing (or not doing) with the money nor of the consequences of it.
20. Taylor, Bean & Whitaker hold a non-judicial mortgage foreclosure on the property, and a sale on or about May 7, 2009. Taylor, Bean & Whitaker purported to purchase the property by an offset bid against its own mortgage claim against Brandi VanEmon, ignoring the retained 80% lienhold interest in the property.
21. Shortly thereafter Taylor, Bean & Whitaker was terminated and/or suspended as an approved Seller and/or servicer for mortgages by the U.S. Department of Housing and Urban Development, and its chairman was indicted, for fraud and violation of Federal and State Law.
22. The State of Michigan issued an Order against Taylor, Bean & Whitaker on August 11, 2009, Order to Cease and Desist from Violating the Mortgage Brokers, Lenders, and Services Licensing Act. See attached hereto as **Exhibit 3**, a copy of said Order.
23. Taylor, Bean & Whitaker filed suit to evict Brandi VanEmon from her home in 3-B District Court on April 6, 2010, purporting to own Brandi VanEmon's property by way of a Sheriff's Deed on mortgage sale dated May 7, 2009 purporting to transfer title and ownership of the subject real estate by virtue of its mortgage foreclosure against Brandi VanEmon. The deed was recorded at Liber 1531, Page 260 (attached hereto as **Exhibit 4**). That case is currently pending as Taylor, Bean & Whitaker Mortgage Corporation v. Brandi VanEmon, File No. 10-710-LT, Judge Jeffrey Middleton presiding. Meanwhile, Brandi VanEmon was trying to negotiate with Taylor, Bean & Whitaker for her to repurchase property.
24. That Sheriff's Deed was void for reasons including but not limited to lack of capacity by

Brandi VanEmon, fraud, duress and coercion, and retained lienhold interest in the property pursuant to the State Farm Agreement by which Brandi VanEmon had only acquired at most 20% interest in the property as the time she executed the Mortgage.

25. Taylor, Bean & Whitaker engaged in an unfair and confusing business practice when it purported to negotiate and provide a Mortgage to Brandi VanEmon without taking into consideration her incapacity, her conservatorship, and the retained lienhold interest in the property which was not affected by the Mortgage and its subsequent foreclosure, sale and Sheriff's Deed. Moreover, in the process of negotiating with Brandi VanEmon for her repurchase of the property, Taylor, Bean & Whitaker did not raise the issue of the retained lien hold interest which it had not purchased.
26. Eviction proceedings in that District Court eviction case have been adjourned from time to time since then, primarily due to Brandi VanEmon's serious medical and physical condition (she is bed ridden and unable to participate in the proceedings) and also because she through attorney has been trying to negotiating with Taylor, Bean & Whitaker, thinking that there was money in the conservator estate to repurchase the property from Taylor, Bean & Whitaker.
27. Since then, Scott Gritzmacher was killed unexpectedly in an automobile accident, and June Scott was appointed as successor-conservator and Romaine Dee Dray as successor guardian of Brandi VanEmon.
28. After the appointment of the successor guardian and conservator, they were able to determine the financial condition of Brandi's conservator estate. They learned that Scott Gritzmacher had wrongly converted Brandi VanEmon's money in violation of this Court's Protective Order to put the conservatorship money in a restricted account. The conservator also discovered The Agreement for the retained lienhold interest in the property which was neither encumbered nor conveyed in the Mortgage and Foreclosure.
29. This Probate Court has exclusive jurisdiction over matters concerning guardianships, conservatorships, and/or protective proceedings, and the ward's estate.
30. This Probate Court has concurrent jurisdiction over any and all contract proceedings or actions and disputes involving title to real and personal property of the estate of and/or the ward.
31. This Court has the power to adjudicate the matters at issue and enter a Judgment declaring

the rights of all parties to this action. It is necessary for this Court to adjudicate and declare the rights of the parties to the retained lienhold Agreement, Mortgage, foreclosure and Sheriff's Deed, and other contracts, and to preserve the legal rights and property of the ward and the estate.

32. Removal is required from District Court to Probate Court.

WHEREFORE Conservator of the Estate of Brandi VanEmon and her Guardian request that the 3-B District Court eviction action in File number 10-710-LT be removed to this Probate Court, and that this Court issue a Declaratory Judgment and Equitable Relief as follows:

1. That the Court declare the Mortgage executed by Brandi VanEmon on April 30, 2008 to be void; and, that the subsequent Mortgage Foreclosure Sale and Sheriff's Deed obtained by Taylor, Bean & Whitaker are also void and of no effect;
2. Declare in the alternative that, if the Mortgage executed by Brandi VanEmon is not void, that the Mortgage does not affect at least 80% lien hold interest in the property pursuant to the recorded State Farm Agreement, therefore the greatest interest in the property that could have been encumbered by the Mortgage would have been an undivided 20% interest in the property; and, that the foreclosure and Sheriff's Deed are therefore invalid and does not affect the 80% lien hold interest in the property;
3. Declare that Taylor, Bean & Whitaker did not sue or serve indispensable parties, including the 80% beneficial lienhold interest in the property held by State Farm and Brandi VanEmon's Conservatorship Estate, and therefore, that the Mortgage foreclosure, sale and Sheriff's Deed are void and of no effect; and
4. Declare that Taylor, Bean & Whitaker (and/or their predecessors and successors) engaged in unfair consumer practices and violated the Michigan Consumer Protection Act by practices including but not limited to the following:
 - a. Purporting to be able to deal directly with Brandi VanEmon and take a Mortgage from her when in fact she was incompetent and had no authority to bind the conservatorship estate;
 - b. Ignored the retained lienhold interest Agreement and the fact that at the time that it purported to take a Mortgage from Brandi VanEmon, she had at most a 20% interest in the property which was encumbered by the retained lienhold interest as stated in The Agreement;

- c. That it attempted to ignore the Conservatorship Estate's and its retained recorded lienhold interest and foreclose on the Mortgage dealing directly and alone with Brandi VanEmon who was not competent to carry on those business affairs and whom did not understand the legal rights, responsibilities and consequences; and purporting to sell the property and issue a Sheriff's Deed to itself, claiming ownership of the property in whole, ignoring all the aforementioned problems which would have given it at best an interest in 20% of the property; and
 - d. Engaging in negotiations for repurchase of the property which ignored the aforementioned problems and defects including Brandi VanEmon's conservatorship estate's reserved 80% lien hold interest in the property; and
 - e. That the Court grant attorney's fees and costs incurred in this case as against Defendant Taylor, Bean & Whitaker Mortgage Corporation,
5. Declare that Taylor, Bean & Whitaker's actions in recording its invalid and void mortgage foreclosure documents and Sheriff's Deed constitute Slander of Title against property of the Conservatorship Estate, for which the Estate is entitled to multiple damages and full costs and attorney's fees incurred in these matters, according to Statutes MCL 565.25(5) and 600.2907(a).
6. And, that the Court grant Plaintiff such other and further relief as the Court deems proper.

DATED: November 24, 2010

By: John L. Barnes
JOHN L. BARNES (P41478)
Attorney for Plaintiff

I declare that the foregoing statements are true and correct to the best of information, knowledge and belief.

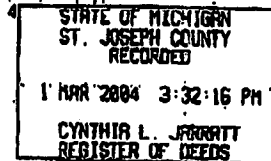
Dated: November 24, 2010

June Scott
June Scott, Conservator for Brandi VanEmon



RCPT- 12431 STN 4

553.00 R02



**AGREEMENT REGARDING PURCHASE, MAINTENANCE
AND POSSESSION AND DISPOSITION OF HOME AND LAND FOR
BRANDI VAN EMON AND SCOTT GRITZMACHER**

I. STATEMENT OF INTENT AND CONSIDERATION

It is the intent of State Farm Mutual Automobile Insurance Company (hereinafter State Farm) and Brandi Van Emon and Scott Gritzmacher (hereinafter collectively referred to as Van Emon and Gritzmacher) to enter into a binding agreement regarding the respective rights and obligations of the parties in the purchase of, possession of, maintenance of and disposition of a parcel of land and a home to be placed on that land. Part of the reason for entering this agreement is to address safety issues regarding the existing accommodations, including the ability of Brandi Van Emon to safely enter and exit her existing home.

By virtue of a policy of automobile no-fault insurance which was in force on January 1, 1989, when Brandi Van Emon suffered injuries in an automobile accident, State Farm acknowledges that it has an obligation to provide reasonably necessary products and services for the care, recovery or rehabilitation of Brandi Van Emon. However, the exact nature and extent of that obligation is presently at issue and disputed between the parties. Brandi Van Emon maintains that State Farm is responsible for the entire cost of a new home, land and all accessories for such a home (including, but not limited to an extra large garage, accommodations for her husband, and other items not primarily for the care, recovery or rehabilitation of Brandi Van Emon) while State Farm maintains that such a request goes far beyond the statutory no-fault and contractual requirements. By way of example only, State Farm believes it could reasonably meet its obligations by agreeing to pay rent on a one bedroom handicap accessible apartment at a far lesser cost.

In order to avoid delay, expense and to resolve this dispute without litigation, the parties have made the following agreement.

II. PURCHASE OF LAND AND HOME

Van Emon and Gritzmacher wish to purchase vacant land located at 22780 Pinhook Road, Lot A-

When recorded return to:

David M. Dark, Esq.
James, Dark & Brill
151 S. Rose St., Suite 850
Kalamazoo, MI 49007

9616

1, in the Township of Mendon, County of St. Joseph, State of Michigan (the legal description of which is: "All that part of the Northeast 1/4 of Section 19; T 5 S, R 10 W, Mendon Township, St. Joseph County, Michigan, described as follows: Commencing at the East 1/4 corner of said section 19 and running thence West, along the East-West 1/4 line as monumented, 1163.45 feet to the point of beginning of this description; the Boundary runs thence West, along the East-West 1/4 line as monumented, 171.45 feet; thence North 330.00 feet; thence East 171.02 feet; thence S 00°04'28" E 330.00 feet to the point of beginning."), on which to place a manufactured home constructed by Merit Homes. This will include the construction of a foundation, garage, water system, waste system, handicap ramping and other items needed to make the home habitable and handicap accessible for safe ingress and egress by Brandi Van Emon without assistance and considering her condition at this time in accordance with estimate #12819 of M. D. Burrill dated 12-12-03.

The total costs for these items are \$15,918.00 for the land and closing costs, \$79,871.00 for the purchase of the home and \$61,258.98 for the permits, site preparation, excavation, foundation, water well, septic system, interior changes, garage, placement of the home on site, plumbing, electrical, mechanical, front entranceway, sidewalk, gutters and down spouts, concrete driveway and other items per estimate #12819 dated 12-04-03 (Attached as Exhibit A) for a total cost of \$157,047.98. The parties agree that State Farm will pay \$157,047.98 of this total cost and Van Emon and Gritzmacher will pay \$0.00 (unless they choose to upgrade in any way) of this total cost. Any additional costs of any kind or nature whatsoever related to the purchase, preparation, and placement of this land and home shall be paid solely by Van Emon and Gritzmacher and State Farm shall not be required to pay any amounts beyond the amount agreed herein.

It is understood and agreed that Van Emon and Gritzmacher have personally chosen the land, the home and the Contractor involved in this matter and that State Farm has not assisted or otherwise counseled Van Emon and Gritzmacher regarding these choices. State Farm will not guarantee, warranty or otherwise vouch for the suitability of the land or the materials or workmanship involved in this project. Any disputes arising out of the materials, workmanship or suitability of land shall be resolved between Van Emon, Gritzmacher and persons they have purchased land, materials or services from.

The parties understand and agree that the remaining life expectancy of Brandi Van Emon is approximately 44 years and the life expectancy of this home is a minimum of 44 years and that it is the intent and agreement of the parties that State Farm will not be required to purchase any future items for the accommodation of Brandi Van Emon or make any modifications to items

purchased by Van Emon as a result of the January 1, 1989 automobile accident. The parties agree that State Farm's contribution towards the original purchase of this home and land together with placement and completion costs fully completes State Farm's obligation to provide reasonably necessary housing products and services as well as any claim for room and board by or for Brandi Van Emon both now and for the lifetime of Brandi Van Emon regardless of any change in the mental or physical condition of Brandi Van Emon.

III. MAINTENANCE OF HOME AND PROPERTY

The parties agree that it will forever be the sole responsibility of Van Emon and Gritzmacher to maintain the home and premises and to keep the home and premises in good repair and in conformance with all applicable housing laws, ordinances or zoning requirements at their expense. This includes any and all maintenance or repair costs subsequently incurred, including, but not limited to carpet, walls, plumbing, electrical, siding, roofing, landscaping and any and all other interior, exterior or property maintenance or repair, with the sole exception of the item outlined in the paragraph below.

IV. UTILITIES

All utilities will be paid by Van Emon and Gritzmacher. State Farm will not be responsible for the cost of any utilities at any time during Brandi Van Emon's lifetime and at any location she resides.

V. TAXES, ASSESSMENTS AND OTHER COSTS

All taxes of any sort, including personal property and real estate taxes, shall be paid by Van Emon and Gritzmacher. State Farm shall not be responsible for any such taxes at any time. Van Emon and Gritzmacher shall also be responsible for any current or future assessments of any sort related to this property.

In the event Van Emon and Gritzmacher do not pay any taxes and this results in the loss of or loss of use of this home or property, State Farm will have no further obligation to provide housing, home modifications of any sort or room and board to Brandi Van Emon in the future in accordance with the agreement outlined above.

VI. INSURANCE

Van Emon and Gritzmacher shall be required to keep the premises insured under a standard homeowner's policy of their choosing. The policy will be required to cover the ordinary perils such as fire loss, liability insurance, etc. State Farm will not be responsible for the cost of such insurance and this cost will be borne solely by Van Emon and Gritzmacher. State Farm will also not be required to repair or replace this property under any conditions.

Van Emon and Gritzmacher understand that they have accepted full risk of loss or damage to this property and that should they fail to insure the property, all such risk of loss lies with them. State Farm will not insure or provide coverage for risk of loss, fire or damage of any sort whether through Personal Injury Protection benefits or Fire and Casualty insurance.

VII. SUBSEQUENT MODIFICATIONS

The costs of the initial purchase and placement of this home include all costs for the modification of this home to meet the reasonable needs of Brandi Van Emon. These costs and requested modifications were made after assessment by a competent Occupational Therapist. Van Emon and Gritzmacher shall be solely responsible for any future modifications to this home for any reason, including those modifications allegedly necessary for the care, recovery or rehabilitation of Brandi Van Emon.

VIII. POSSESSION OF PROPERTY

In the event that Brandi Van Emon and Scott Gritzmacher should separate or divorce, the parties hereby agree that Brandi Van Emon shall be entitled to sole custody and possession of these premises without payment of any amounts to Scott Gritzmacher for such right. The parties understand that these premises are designed to provide accommodations to Brandi Van Emon in recognition of her physical condition and other needs and this provision is necessary to accomplish those needs. In the event Brandi Van Emon should decide to voluntarily leave these premises for any reason, State Farm will have no obligation to provide other housing accommodations, home modifications or room and board in accordance with the agreement outlined herein.



IX. DISPOSITION OF HOME AND PROPERTY

In the event that Van Emon and Gritzmacher dispose of this property for any reason, whether by way of voluntary or involuntary sale, repossession or other disposition, State Farm shall not be obligated to provide other housing accommodations, home modifications or room and board for Brandi Van Emon at any time whatsoever.

X. NO RELIANCE ON STATE FARM

Van Emon and Gritzmacher acknowledge that they have been advised to have this agreement reviewed by an attorney of their own choosing. Van Emon and Gritzmacher acknowledge that they are not relying on any representations, promises or inducements of any sort by State Farm, its employees or attorneys, other than those contained in this agreement and that they are entering this agreement of their own free will. Van Emon and Gritzmacher acknowledge that if they were to litigate these issues, they could obtain more or they could obtain less than the agreements outlined herein. They choose to enter this agreement with that knowledge.

XI. SETTLEMENT OF DISPUTES

If any dispute should arise regarding interpretation or enforcement of this agreement, the parties agree that the dispute shall be resolved in the Circuit Court of the County of St. Joseph, State of Michigan. The party wishing to have the agreement interpreted or enforced shall file a complaint in the Circuit Court and shall name all other parties to this agreement as Defendants in the case.

All Defendants shall be served with a copy of the summons and complaint in accordance with the Michigan Court Rules and the matter shall proceed in accordance with the Michigan Court Rules.

The parties agree that all costs, including all attorney fees available under any statute, court rule or other provision of any sort, shall be the responsibility of each party to the litigation. State Farm will not be responsible for any costs, attorney fees, interest, penalty interest, case evaluation sanctions or any other cost shifting provisions of any sort for disputes arising out of or in any way involving matters relating to housing or room and board for Brandi Van Emon or for interpretation or enforcement of this agreement.

In the event of the death of Brandi Van Emon within 240 months from the date hereof, the real estate shall be listed with a Realtor mutually agreeable to the parties and sold within a reasonable period of time, with the net proceeds of the sale, after deduction for commissions and other costs associated with the sale of the real estate, to be distributed pursuant to the applicable testate wishes of Brandi Van Emon or intestate rules of inheritance, subject to the lienhold interest of State Farm in Van Emon's share of the net proceeds as provided herein, which lienhold interest shall decline over time and be determined according to the following schedule:

<u>Date of Death Occurring From the Date Hereof</u>	<u>State Farm Lienhold Interest In Net Proceeds of the Conservatorship Estate</u>
1-12 months	100%
13-24 months	95%
25-36 months	90%
37-48 months	85%
49-60 months	80%
61-72 months	75%
73-84 months	70%
85-96 months	65%
97-108 months	60%
109-120 months	55%
121-132 months	50%
133-144 months	45%
145-156 months	40%
157-168 months	35%
169-180 months	30%
181-192 months	25%
193-204 months	20%
205-216 months	15%
217-228 months	10%
229-240 months	5%
241 months and after	0%

After 240 months from the date hereof, State Farm shall have no lienhold or any other rights or interests in the real estate.

XIII. RELEASE OF CLAIMS

In return for the consideration above and the agreements outlined herein, Van Emon and Gritzmacher hereby release and discharge State Farm from any and all claims, demands, damages or suits for any additional housing expense, accommodations of any sort (including nursing home, assisted living or other form of substitute housing), home modifications, room and board or any other form of housing or housing substitute, now and forever. It is expressly understood and agreed that the purchase of this land and home is a one-time event designed to preclude forever any additional claims for housing or similar expense available under the contract of no-fault insurance or the Michigan No-Fault Act.

XIV. FULL AGREEMENT

This writing constitutes the full agreement between the parties. There are no other oral or written agreements that form a part of this agreement and no representations other than found in this agreement have been made or relied upon.

Witnesses:

Jessie Mesh

Date: 1/29/04

By: Brandi Van Emon
Brandi Van Emon

Date: 1-29-04



Witnesses:

Jessica MestilDate: 1/29/04By Scott GritzmacherDate: 1-29-04

STATE OF MICHIGAN

COUNTY OF KALAMAZOO) §

On this 29th day of JANUARY, 2004, before me, a Notary Public, personally appeared Brandi Van Emon and Scott Gritzmacher, and made oath that they have read the foregoing by them subscribed and know the contents thereof, and consent to the signing of this agreement of their own free will and with full knowledge and understanding of the contents therein.

Subscribed and sworn to before me this 29th day of JANUARY, 2004.

Betty L. Gruber
BETTY L. GRUBER, Notary Public
 County of KALAMAZOO
 State of MICHIGAN

My Commission Expires: 02-21-06

BETTY L. GRUBER
 NOTARY PUBLIC KALAMAZOO CO., MI
 MY COMMISSION EXPIRES Feb 21, 2006

Witnesses:

Jessica Mestek

Date: 1/29/04

By: Terry Chard
Terry Chard, Claim Representative
State Farm Mutual Automobile
Insurance Company

Date: 01-29-04

STATE OF MICHIGAN

COUNTY OF KALAMAZOO }

On this 29TH day of JANUARY, 2004, before me, a Notary Public, personally appeared Terry Chard and made oath that he has read the foregoing by him subscribed and knows the contents thereof, and consents to the signing of this agreement with full authority on behalf of State Farm Mutual Automobile Insurance Company and with full understanding of the contents therein.

Subscribed and sworn to before me this 29TH day of JANUARY, 2004.

Betty L. Gruber
BETTY L. GRUBER, Notary Public
County of KALAMAZOO
State of MICHIGAN

My Commission Expires: 02-21-06

BETTY L. GRUBER
NOTARY PUBLIC KALAMAZOO CO., MI
MY COMMISSION EXPIRES FEB 21, 2006

M. D. BURRILL CONSTRUCTION

GENERAL CONTRACTING & MANAGEMENT SERVICES
6274 South Truitt Second Street, Kalamazoo, MI 49048
office - 269.626.9013 • fax - 269.626.3409

CONSTRUCTION PROPOSAL

LENDER/CONTACT
State Farm Insurance

SALES REPRESENTATIVE
Barker

DEALERSHIP
Merrill Home Sales, Inc.

CUSTOMER NAME & ADDRESS
Brandi VanEman
22780 Pinhook Road
Mendon, MI 49072
State Farm Insurance Claim #14,2392.808

DATE
12/4/2003

ESTIMATE NUMBER
12819

TERMS
Cash

DESCRIPTION OF SERVICES

TOTAL
2,460.00

Item #1 - PERMITS & SITE PREPARATION

- all permits not acquired by customer will be acquired by M. D. Burrill Construction

1,620.00

Item #2 - EXCAVATION

- excavate area to accommodate 26'11" x 59'11" x 42" crawl space foundation
- all material will remain on property for use as backfill
- provide rough final grade at project end; customer responsible for finish grade & seeding
- due to winter weather conditions, M. D. Burrill Construction will complete the aforementioned rough final grade when weather and ground conditions permit
- M. D. Burrill Construction, at our discretion will determine the feasibility and time frame for completion of the rough final grade
- the rough final grade (based solely on weather and ground conditions) may be completed prior to or within four (4) months of receipt of Certificate of Occupancy

Customer Acknowledgement: _____

12,716.64

Item #3 - FOUNDATION

- install one (1) 26'11" x 59'11" x 42" "block stiff" crawl space foundation
- pour two (2) 26'11" x 8", two (2) 59'11" x 8" perimeter strip footings
- pour 18" x 42" cylindrical pier footings per manufacturers specifications
- lay four (4) courses of 6" block around perimeter
- install 2.5" concrete floor using 5.5 sack native stone concrete with slush coat finish
- install crawl space access door and vents as per code (one (1) per 150 square feet of floor space)
- apply exterior damp proofing
- install radon treatment as required by local code; treatment will be vented through most accessible point as manufactured homes do not provide vent systems for this Michigan requirement

14,793.60

Item #4 - ATTACHED GARAGE

- pour 116 linear feet of 42" frost depth footings to accommodate attached garage
- build one (1) (car and one half) attached 24'0" x 24'0" x 8" standard framed garage to accommodate handicap accessible vehicle with wheelchair access
- install one (1) 3'0" x 6'8" steel service entrance doors, not painted
- install one (1) 7'0" x 16'0" overhead doors - with opener, customer may choose color from stock

Page 1

TOTAL

EXHIBIT A

9625



GENERAL CONTRACTING & MANAGEMENT SERVICES
6274 South Thirty Second Street, Kalamazoo, MI 49048
office - 269.626.9013 • fax - 269.626.3609

CONSTRUCTION PROPOSAL

LENDER/CONTACT State Farm Insurance	CUSTOMER NAME & ADDRESS Brandi VanEmon 22780 Pinhook Road Mendon, MI 49072 State Farm Insurance Claim #14,2392.608	DATE 12/4/2003
SALES REPRESENTATIVE Barter		ESTIMATE NUMBER 12819
DEALER/REP Met Home Sales, Inc.		TERMS Cash

DESCRIPTION OF SERVICES

TOTAL

- install two (2) 36" x 36" single hung vinyl windows
- roof pitch, shingles and cedar log siding (purchased from manufacturer) installed to match home
- garage floor shall be 4" of S.S sack native stone concrete w/interior drain plate
- pour one (1) 40' x 240' concrete garage approach
- interior finish consisting of 5/8" fire wall on attached end of home with one coat of finish, ready for paint
- build one (1) treated wood landing and ramp w/railing @ utility entrance
- materials to consist of treated 5 quarter deck board, 2" x 4" hand railing and 2" x 2" spindles
- use to accommodate ground to threshold clearance
- garage electrical to include:
 - installation of electrical per code
- unfortunately concrete cracks are a fact of life, small and/or hairline cracks arise from drying, shrinkage, thermal movement, and other causes; most are usually minor and result in few problems, they can be repaired using several methods found at your local home improvement warehouse
- customer acknowledges that M. D. Burrill Construction does not guarantee concrete walls, floors, sidewalks, etc. free from cracks

Customer Acknowledgement: _____

4,080.00

Item #5 - SEPTIC SYSTEM

- estimate includes standard gravity feed septic system
- if a different system is required, customer will be responsible for any additional costs

Customer Acknowledgement: _____

4,320.00

Item #6 - WATER SUPPLY

- install 100' - 5" well with .5 HP PVC enclosed submersible pump
- if depth exceeds 100', customer will be responsible for additional cost @ \$15.00 per foot

Customer Acknowledgement: _____

1,800.00

Item #7 - PLUMBING

- installation of water lines from water well to provided water drops in home
- installation of all drain lines from provided drops to main line septic system

TOTAL

9626

J. M. BURRILL & SONS CONSTRUCTION

GENERAL CONTRACTING & MANAGEMENT SERVICES
6274 South Trumy Second Street, Kalamazoo, MI 49048
office - 269.626.9013 • fax - 269.626.3409

CONSTRUCTION PROPOSAL

OWNER/CONTACT
State Farm Insurance

SALES REPRESENTATIVE
Barter

DEALERSHIP
Merit Home Sales, Inc.

CUSTOMER NAME & ADDRESS

Brandi VanEman
22780 Pinhook Road
Mendon, MI 49072
State Farm Insurance Claim #14.2392.808

DATE
12/4/2003

ESTIMATE NUMBER
12819

TERMS
Cash

DESCRIPTION OF SERVICES	TOTAL
• connect manufacturers cross-over connections	2,860.00
Item #8 - ELECTRICAL	
• install 100 amp overhead service from power company pole to masthead	
• crawl space electrical to include:	
• installation of service as per code	1,080.00
Item #9 - MECHANICAL	
• install gas line from interior connections to exterior of home	
• change orifice from natural gas to propane on appliances	3,600.00
Item #10 - INTERIOR CHANGES	
• remove existing bathroom sink & sink cabinet; replace with wheelchair accessible pedestal sink	
• remove existing shower unit; replace with wheelchair accessible shower unit	
• lower closet rods to wheelchair accessible height	
• customer will be consulted with prior to changes	3,360.78
Item #11 - ENTRANCE LANDINGS & RAMPS	
• build one (1) treated wood landing (code requires 50" x 50") @ front and one (1) treated wood landing (code requires 50" x 60") @ patio door with wheelchair ramps and railings	
• deck materials to consist of treated 5 quarter deck board, 2" x 4" hand railing and 2" x 2" spindles	
• rise to accommodate ground to threshold clearance	1,927.36
Item #12 - SIDEWALK	
• pour one (1) 4' x 80' (approximate size) sidewalk consisting of concrete w/steel fibers from front wheelchair ramp to driveway	1,320.60
Item #13 - GUTTERS & DOWNSPOUTS	
• install gutters, downspouts and splashblocks on home and garage exterior	
• customer may specify color from stock options	5,800.00
Item #14 - CONCRETE DRIVEWAY	
• excavate from road to home, approximately 12' x 70' driveway	
• pour one (1) 12' x 100' driveway and one (1) 20' x 20' driveway turnaround using 4" concrete w/timestone and 6-6-10 gauge mesh	
TOTAL	

M. D. BURRILL CONSTRUCTION

GENERAL CONTRACTING & MANAGEMENT SERVICES
6274 South Third Street, Kalamazoo, MI 49008
office - 269.626.9013 • fax - 269.626.3409

CONSTRUCTION PROPOSAL

LENDER/CONTACT State Farm Insurance	CUSTOMER NAME & ADDRESS Brandi VanEmmon 22780 Pinhook Road Meriden, MI 49072 State Farm Insurance Claim #14,2392,808	DATE 12/4/2003
SALES REPRESENTATIVE Barter		ESTIMATE NUMBER 12819
DEALERSHIP Merit Home Sales, Inc.		TERMS Cash

DESCRIPTION OF SERVICES

TOTAL

NOTE:

M. D. BURRILL CONSTRUCTION is in no part responsible for the construction, delivery or setting of the modular manufactured home. M. D. BURRILL CONSTRUCTION is in no part responsible for the interior and/or exterior finish and/or repairs of the manufactured/modular home and is responsible for ONLY those items specified above as agreed upon by both parties.

Customer Acknowledgement: _____

* all construction debris material shall be hauled away by contractor; job site shall be left in clean condition

* this agreement does not include the cost of bringing utilities onto the property

Customer Acknowledgement: _____

* this agreement does not include the cost of removing steel I-BEAM transport hitches from property; customer is responsible for disposal

Customer Acknowledgement: _____

Customer Approval: _____ Date: _____

State Farm Insurance Companies®



LIBER 1217

PAGE 588

PO Box 4093
Kalamazoo MI 49003-4033

RE: Claim Number: 14 2392 808
Injured Party: Brandi N Van Emon
Date of Loss: 01/01/89

ADDENDUM TO AGREEMENT REGARDING PURCHASE, MAINTENANCE AND POSSESSION AND DISPOSITION OF HOME AND LAND FOR BRANDI VAN EMON AND SCOTT GRITZMACHER

It is agreed State Farm Mutual Automobile Insurance Company will honor payment of \$493.82 to modify the landings to the wheelchair accessible ramps described in the home agreement. The landings to the front and back entrance of the home will be increased to 5'0" x 7'0" overall. This cost and requested modification was made after assessment by a competent Occupational Therapist.

The addendum is necessary as the recommendation was made after the original agreement was drafted.

By: Brandi Van Emon
Brandi Van Emon

Date: 1-29-04

By: Scott Gritzmacher
Scott Gritzmacher

Date: 1-29-04

By: Terry R. Chard
Terry Chard, Claim Representative
State Farm Mutual Automobile Insurance Company

Date: 01-29-04

14
Cynthia L. Jarratt Register Of Deeds
St. Joseph County, Michigan



Recorded
May 07, 2008 01:44:39 PM
Liber 1484 Page 910-923 \$53.00
Receipt # 42199 P01

Liber 1484 Page 910

MORTGAGE

State of Michigan
LOAN# 000113489
PARCEL TAX ID#: 70-010-019-004-50
MIN# 1000616-0000113489-1

FHA Case Number
283-4177647-703

Recordation Requested by:
ROSS MORTGAGE CORPORATION
27862 WOODWARD AVENUE
ROYAL OAK, MI 48067

When Recorded Mail to:
ROSS MORTGAGE CORPORATION
27862 WOODWARD AVENUE
ROYAL OAK, MI 48067

Send Tax Notices to:
ROSS MORTGAGE CORPORATION
27862 WOODWARD AVENUE
ROYAL OAK, MI 48067

AFTER RECORDING RETURN TO:
NFA 08/11/02204
6052 LOWERS LANE
PORTAGE, MI 49002



THIS MORTGAGE ("Security Instrument") is given on April 30th, 2008. The mortgagor is
Brandi Vanemon, A SINGLE WOMAN
whose address is 22780 PINHOOK RD, MENDON, MI 49072
("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as
nominee for Lender, or hereafter defined, and Lenders successors and assigns), as beneficiary. 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. ROSS MORTGAGE CORPORATION
which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose
address is 27862 WOODWARD AVENUE, ROYAL OAK, MI 48067

("Lender"). Borrower owes Lender the principal sum of
SIXTY FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100
Dollars (U.S. \$ 65,950.00).

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 1st, 2038. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

INITIALS: *BJE*

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
ST. JOSEPH County, Michigan:
SEE ATTACHMENT

which has the address of 22780 Pinhook Rd., Mendon
Michigan 49072

(Street, City).

("Property Address"):

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

EXHIBIT A

PROPERTY DESCRIPTION

TOWNSHIP OF MENDON, COUNTY OF ST. JOSEPH, MICHIGAN:

ALL THAT PART OF THE NORTHEAST 1/4 CORNER OF SAID SECTION 18 AND RUNNING THENCE WEST ALONG THE EAST-WEST 1/4 LINE AS MONUMENTED 1183.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS THENCE WEST ALONG EAST-WEST 1/4 LINE AS MONUMENTED 171.46 FEET; THENCE NORTH 330.00 FEET; THENCE EAST 171.02 FEET; THENCE SOUTH 00 DEGREES 04'28" EAST 330.00 FEET TO THE POINT OF BEGINNING.

INCLUDING MANUFACTURED HOME DESCRIBED AS FOLLOWS:

**YEAR: 2003 HUD LABEL NUMBER: RAD 1377816 & RAD 1377817
MODEL: FRIENDSHIP SERIAL NUMBER: MY03 57212 ABF
MANUFACTURER: FOXWOOD LENGTH AND WIDTH: 58' X 27'**

But

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
OFFICE OF FINANCIAL AND INSURANCE REGULATION

Before the Commissioner of the Office of Financial and Insurance Regulation

In the Matter of:

Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, Florida 34470,

Enforcement Case No. 09-7388
First Amended Order

License No. FR – 0872
Registration No. SR – 1121

Lee B. Farkas, Chairman of the Board,

Respondent.

Issued and Entered,
This 11th day of August, 2009,
By Ken Ross,
Commissioner

ORDER TO CEASE AND DESIST FROM VIOLATING THE
MORTGAGE BROKERS, LENDERS, AND SERVICERS LICENSING ACT,
and

NOTICE OF OPPORTUNITY FOR ADMINISTRATIVE HEARING

I.

ORDER TO CEASE AND DESIST FROM VIOLATING THE MORTGAGE BROKERS,
LENDERS, AND SERVICERS LICENSING ACT

The Commissioner of the Office of Financial and Insurance Regulation ("Commissioner") having been statutorily charged with the responsibility and authority to administer and enforce the Mortgage Brokers, Lenders, and Servicers Licensing Act ("MBLSLA"), 1987 PA 187, as amended, MCL 445.1651 *et seq.*, and the Secondary Mortgage Loan Act ("SMLA"), 1981 PA 125, as amended, MCL 493.51 *et seq.*, pursuant to provisions therein; and,

The Commissioner having been granted general supervisory power and control over all mortgage brokers, mortgage lenders, and mortgage servicers doing business in the State of Michigan pursuant to provisions of the MBLSLA or SMLA; and,

Taylor, Bean & Whitaker Mortgage Corp. ("Respondent") having been granted a first mortgage lender and servicer registration by the commissioner on October 3, 2000, pursuant to Section 6(1)(a) and (b) of the MBLSLA, MCL 445.1656(1)(a)-(b), and Respondent having been granted a secondary mortgage lender and servicer registration by the commissioner on March 3, 2003, pursuant to Section 3a(a)-(c) of the SMLA, MCL 493.53a(a)-(c); and,

Respondent's first mortgage lender and servicer registration having been granted based upon its approved status as a seller or servicer of the Federal Home Loan Mortgage Corporation ("Freddie Mac") or as an issuer or servicer of Government National Mortgage Association ("Ginnie Mae"); and,

Respondent's qualification to continue to be registered and operate as a mortgage lender or mortgage servicer under the MBLSLA having been dependent upon Respondent continuing to maintain its status as an approved Freddie Mac seller or servicer and as a Ginnie Mae issuer or servicer; and,

The Commissioner having received information from the Respondent, other regulatory agencies, and from media reports that the Respondent's approvals as a Freddie Mac seller or servicer and as a Ginnie Mae issuer or servicer have been terminated; and,

The Commissioner having conducted a full and thorough investigation pursuant to Section 13(1) of the MBLSLA, MCL 445.1663(1); and,

The Commissioner having made the following FINDINGS and CONCLUSIONS from such investigation:

1. On or about August 4, 2009, the Federal Housing Administration ("FHA") suspended Respondent's approval to make FHA loans.
2. On or about August 4, 2009, Ginnie Mae defaulted and terminated Respondent as an issuer and servicer of its mortgage-backed securities.
3. On August 6, 2009, Office of Financial and Insurance Regulation staff ("OFIR Staff") contacted Respondent's General Counsel in relation to the investigation and learned from Respondent's General Counsel that Respondent is no longer approved as a Freddie Mac seller or servicer or as a Ginnie Mae issuer or servicer.
4. Respondent is presently acting as a mortgage lender or mortgage servicer in the State of Michigan.

5. Section 2(1) of the MBLSLA, MCL 445.1652(1), provides that "[a] person shall not act as a mortgage broker, mortgage lender, or mortgage servicer without first obtaining a license under this act or registering under section 6..."
6. Section 6 of the MBLSLA, MCL 445.1656, provides as follows:
 - (1) The following shall register with the commissioner on a form prescribed by the commissioner:
 - (a) A mortgage broker, mortgage lender, or mortgage servicer approved as a seller or servicer by the federal national mortgage association or the federal home loan mortgage corporation.
 - (b) A mortgage broker, mortgage lender, or mortgage servicer approved as an issuer or servicer by the government national mortgage association.
 - (c) A real estate broker or real estate salesperson licensed under article 25 of the occupational code, 1980 PA 299, MCL 339.2501 to 339.2518, who acts as a mortgage broker for not more than 1 licensee or 1 registrant; or who acts as a mortgage broker, mortgage lender, or mortgage servicer only in connection with real estate sales in which the real estate broker or salesperson affiliated with the real estate broker is engaged and who receives for those services additional compensation beyond the customary commission on real estate sales.
 - (d) A mortgage broker, mortgage lender, or mortgage servicer that is a subsidiary or affiliate of a depository financial institution or a depository financial institution holding company if the depository institution does not maintain a main office or a branch office in this state.
 - (2) A registrant is not required to comply with section 3, 4, or 5 and is not subject to annual examination by the commissioner.
 - (3) A mortgage broker, mortgage lender, or a mortgage servicer that is a subsidiary or affiliate of a depository financial institution or a subsidiary or affiliate of a holding company of a depository financial institution is not subject to section 29(1)(b) or (c).
 - (4) Notwithstanding section 25(m), a mortgage broker, mortgage lender, or a mortgage servicer that is a subsidiary or affiliate of a depository financial institution or a subsidiary or affiliate of a holding company of a depository financial institution may register

and become subject to the provisions of the act applicable to registrants.

(5) If a real estate broker or real estate salesperson acts as a mortgage broker, mortgage lender, or mortgage servicer not in connection with real estate sales in which the real estate broker or real estate salesperson affiliated with the real estate broker is engaged, the real estate broker or real estate salesperson shall be licensed or registered as otherwise required under this act.

(6) A real estate broker or real estate salesperson, in connection with real estate sales in which the real estate broker or real estate salesperson affiliated with the real estate broker is engaged, who acts as a mortgage broker on 10 or fewer mortgage loans in any 12-month period from January 1 to December 31 and who receives for such services additional compensation beyond the customary commission on real estate sales shall be exempt from the registration or licensing requirements of this act for that 12-month period. If the broker and all real estate salespersons affiliated with the broker in aggregate brokered more than 30 mortgage loans as described in this subsection in the same 12-month period from January 1 to December 31, then that broker shall obtain a license or shall register as required by this act.

(7) A registration accepted by the commissioner under this section does not approve the use of or indemnify the registrant against claims for the improper use of the business name stated in the registration.

7. It is a violation of the MBLSLA for a licensee or registrant to fail to comply with the law or the MBLSLA.
8. Respondent's failure to maintain approval as a Freddie Mac seller or servicer or as a Ginnie Mae issuer or servicer renders it ineligible to register as a mortgage broker, mortgage lender, or mortgage servicer under the MBLSLA.
9. Respondent's failure to maintain approval as a Freddie Mac seller or servicer or as a Ginnie Mae issuer or servicer renders it ineligible to hold a registration as a mortgage broker, mortgage lender, or mortgage servicer under the MBLSLA or to continue to act as such in the State of Michigan.
10. Section 16(1) of the MBLSLA, MCL 445.1666(1), provides as follows:

(1) After an investigation has been conducted pursuant to section 13, and prior to holding a hearing under section 18, the commissioner may order a person to cease and desist from a violation of this or a rule promulgated or an order issued under this act.

11. The Commissioner is authorized pursuant to Section 16(1) of the MBLSLA, MCL 445.1661(1), to order a person to cease and desist from a violation of the MBLSLA.

The Commissioner having concluded and determined from his investigation of the Respondent and all relevant facts and circumstances thereof, that Respondent violated Sections 2(1) and 6 of the MBLSLA and, therefore, Respondent shall be ordered to 1) CEASE AND DESIST from violating the MBLSLA and 2) file a special report with the commissioner.

The Commissioner being fully advised in the premises; NOW THEREFORE,

IT IS ORDERED that, subject to Section 19 of the MBLSLA, MCL 445.1669, Respondent shall immediately CEASE AND DESIST from violating the MBLSLA as set forth above.

IT IS FURTHER ORDERED that within seven (7) days of the effective date of this ORDER, Respondent shall file with the Commissioner a Special Report which, at a minimum, provides, the name, address, and telephone number of each Michigan consumer that closed a residential mortgage with Respondent following the time at which Respondent failed to be approved as a Freddie Mac seller or servicer or as a Ginnie Mae issuer or servicer. In addition, Respondent shall file with the commissioner a Special Report which, at a minimum, provides the name, mailing address, property address, and telephone number of each consumer that holds a Michigan residential property that Respondent is servicing.

IT IS FURTHER ORDERED that an administrative hearing shall be scheduled in this matter only if Respondent timely requests an administrative hearing in accordance with the instructions set forth in Section II of this ORDER entitled Notice of Opportunity for an Administrative Hearing. If no administrative hearing is requested within 30 days of the effective date of this ORDER, Respondent's right to an administrative hearing shall be deemed waived and relinquished.

IT IS FURTHER ORDERED that this ORDER shall be and is effective immediately upon the date in which it is entered as shown in the caption hereof, and shall remain in effect unless terminated, modified, set aside, or suspended in writing by the commissioner or by order of the court.

The Commissioner specifically retains jurisdiction of the matter contained herein to issue such further order or orders as she may deem just, necessary, or appropriate to assure compliance with the law and protect the public interest.

IT IS SO ORDERED.



Ken Ross
Commissioner

II.

NOTICE OF OPPORTUNITY FOR AN ADMINISTRATIVE HEARING

Section 16(2) of the MBLSLA, MCL 445.1666(2), provides as follows:

(2) A person ordered to cease and desist shall be entitled to a hearing before the commissioner if a written request for a hearing is filed with the commissioner not more than thirty days after the effective date of the order. A hearing shall be conducted in accordance with the provisions of the Administrative Procedures Act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.201 – 24.328 of the Michigan Compiled Laws.

Within thirty (30) days after the effective date of this Order, you must file a written request for a hearing if you desire to contest the Order. If you send this request for hearing by U. S. Postal Service, it must be sent to:

Michigan Office of Financial and Insurance Regulation
Office of General Counsel
Attn: Dawn Kobus, Hearings Coordinator
P.O. Box 30220
Lansing, Michigan 48909

If you send the request for hearing by an alternate mail service that requires an address other than a P.O. Box, or if you wish to deliver the request for hearing personally, it must be sent, or delivered, to:

Michigan Office of Financial and Insurance Regulation

Order
Enforcement Case No. 09-7388
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Office of General Counsel
Attn: Dawn Kobus, Hearings Coordinator
611 West Ottawa Street, Third Floor
Lansing, Michigan 48933

If you fail to timely file a request for a hearing, your right to a hearing under Section 16(2) will be deemed waived and relinquished.



Recorded
May 18, 2009 12:43:31
Liber 1531 Page 260-265 \$29.00
Receipt # 3942 069
Liber 1531 Page 260

254175F01 Vanemon - FC J

SHERIFF'S DEED ON MORTGAGE SALE

CARMELLA JONES

This Indenture Made this 7th day of May, A.D. 2009, between, CARMELLA JONES, a Deputy Sheriff in and for Saint Joseph County, Michigan, whose address is PO Box 339 Centreville, Michigan 49032-0339, party of the first part, and Taylor, Bean & Whitaker Mortgage Corp., whose address is 1417 N Magnolia Ave, Ocala, FL 34475-9078, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Brandi Vanemon aka Brandi N Vanemon, a single woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated April 30, 2008, and recorded on May 7, 2008 in Liber 1484 on Page 910, and modified by Affidavit or Order received by and recorded, and assigned by said Mortgagee to Taylor, Bean & Whitaker Mortgage Corp. as assignee as documented by an assignment dated March 20, 2009 recorded on March 30, 2009 in Liber 1522 on Page 789, in Saint Joseph county records, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 10:00 AM on the 7th day of May, A.D. 2009, at public vendue, that being the place of holding the Circuit Court for Saint Joseph County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Seventy-One Thousand Seven Hundred Twenty-Six And 98/100 Dollars (\$71,726.98), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the Township of Mendon, Saint Joseph County, Michigan, more particularly described in exhibit A, attached and commonly known as:

22780 Pinhook Rd
Property Tax Parcel ID 010-019-004-50

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 30th day of April A.D. 2008, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

CARMELLA JONES

Deputy Sheriff in and for the County of Saint Joseph

STATE OF MICHIGAN
COUNTY OF SAINT JOSEPH

On this 7th day of May, A.D. 2009, before me, a Notary Public in and for said County of Saint Joseph came CARMELLA JONES, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

JENNIFER L. WALL
Notary Public, St. Joseph County, MI
My Commission Expires
November 07, 2015

Notary Public, Saint Joseph County, Michigan
My commission expires:
Acting in the county of Saint Joseph

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(v); MCLA 207.505(h)(ii).

HUD #263-4177547-703

St. Joseph County Register of Deeds
Delivered 5/18/09 Time 11:40 AM