

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA

TAYLOR, BEAN & WHITAKER	)	Bk. No. 3:09-bk-07047-JAF
MORTGAGE CORP.,	)	
	)	
Debtor.	)	Chapter 11
	)	
	)	Judge Jerry A. Funk

**UNITED STATES' MOTION TO LIFT AUTOMATIC STAY TO ADD TAYLOR, BEAN & WHITAKER MORTGAGE CORP. AS A PARTY TO THE FEDERAL TAX LIEN ENFORCEMENT ACTION, *UNITED STATES OF AMERICA v. ANGELA S. FORD, et al.*, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, AND TO ALLOW THAT ACTION TO CONTINUE**

Now comes the United States of America and moves this Court for relief from the automatic stay pursuant to 11 U.S.C. § 362(d), Federal Rule of Bankruptcy Procedure 4001, and Local Rule 2002-4. Specifically, the United States moves the Court for an entry of the proposed order (attached) lifting the automatic stay to add Taylor, Bean & Whitaker Mortgage Corp. ("TBW") as a party in the federal tax lien enforcement action in *United States of America v. Ford, et al.*, No. 2:10-cv-12642-MOB-MAR, pending in the United States District Court for the Eastern District of Michigan, and allow that action to proceed as against TBW. The following documents are attached: (1) proposed order; (2) notice and opportunity to object; (3) brief in

support; and (4) copy of mortgage granted by Angela S. Ford.

Respectfully submitted,

JOHN A. DiCICCO  
Acting Assistant Attorney General  
Tax Division, U.S. Department of Justice

*/s/ Patrick B. Gushue*  
\_\_\_\_\_  
PATRICK B. GUSHUE  
Trial Attorney, Tax Division  
U.S. Department of Justice  
Post Office Box 55  
Ben Franklin Station  
Washington, D.C. 20044  
Telephone: (202) 307-6010  
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*Local Counsel:*  
Robert O'Neill,  
United States Attorney

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA

TAYLOR, BEAN & WHITAKER	)	Bk. No. 3:09-bk-07047-JAF
MORTGAGE CORP.,	)	
	)	
Debtor.	)	Chapter 11
	)	
	)	Judge Jerry A. Funk

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY**

This case is before the Court upon the Motion for Relief from the Automatic Stay filed by the United States. Upon the United States’ Motion to Lift Automatic Stay and Brief in Support, and after proper notice, the Court finds that the motion is well taken and granted for good cause shown, it is

ORDERED, DECREED, AND ADJUDICATED that the automatic stay provisions of 11 U.S.C. § 362(a) shall be lifted, pursuant to 11 U.S.C. § 362(d), so that the United States may add Taylor, Bean & Whitaker Mortgage Corp. as a party in *United States of America v. Ford, et al.*, No. 2:10-cv-12642-MOB-MAR, pending in the United States District Court for the Eastern District of Michigan and to permit that case to proceed to final judgment with any judicial sale and distribution ordered by that district court.

IT IS SO ORDERED, this \_\_\_ day of February, 2011.

\_\_\_\_\_  
Jerry A. Funk  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA

TAYLOR, BEAN & WHITAKER	)	Bk. No. 3:09-bk-07047-JAF
MORTGAGE CORP.,	)	
	)	
Debtor.	)	Chapter 11
	)	
	)	Judge Jerry A. Funk

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING**

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is entered on the docket. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at:

United States Bankruptcy Court for the Middle District of Florida  
Jacksonville Division  
300 North Hogan Street, Suite 3-350  
Jacksonville, Florida 32202

and serve a copy on the movant's attorney:

Patrick B. Gushue, Trial Attorney  
U.S. Department of Justice, Tax Division  
Post Office Box 55  
Ben Franklin Station  
Washington, D.C. 20044  
Telephone: (202) 307-6010  
Facsimile: (202) 514-5238  
Email: [Patrick.B.Gushue@usdoj.gov](mailto:Patrick.B.Gushue@usdoj.gov)

If you file and serve an objection within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief

requested.

Date: February 16, 2011

/s/ Patrick B. Gushue  
Patrick B. Gushue  
Trial Attorney, Tax Division  
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IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA

TAYLOR, BEAN & WHITAKER	)	Bk. No. 3:09-bk-07047-JAF
MORTGAGE CORP.,	)	
	)	
Debtor.	)	Chapter 11
	)	
	)	Judge Jerry A. Funk

**UNITED STATES’ BRIEF IN SUPPORT OF ITS MOTION TO LIFT AUTOMATIC STAY TO ADD TAYLOR, BEAN & WHITAKER MORTGAGE CORP. AS A PARTY TO THE FEDERAL TAX LIEN ENFORCEMENT ACTION, *UNITED STATES OF AMERICA v. ANGELA S. FORD, et al.*, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, AND TO ALLOW THAT ACTION TO CONTINUE**

Now comes the United States of America and moves the Court for relief from the automatic stay pursuant to 11 U.S.C. § 362(d) and Federal Rule of Bankruptcy Procedure 4001.

It submits this brief in support.

On July 2, 2010, the United States commenced the action *United States of America v. Ford, et al.*, No. 2:10-cv-12642-MOB-MAR, to enforce its federal tax liens against the real property commonly known as 4090 Cranbrook Court, #44, Bloomfield Hills, Michigan (the “Property”). The Property is more fully described as:

Unit 33, Building 1, Cranbrook Chase, according to the Master Deed recorded in Liber 11593, Pages 138 through 204 incl. and amended by First Amendment of Master Deed recorded in Liber 12227, Pages 709 through 725 incl. and by Second Amendment of Master Deed recorded in Liber 12993, Pages 258 through 271 incl. and by Third Amendment to Master Deed recorded in Liber 13506, pages 161 thru 182 incl. Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 700, together with rights in the general common elements and limited common elements as set forth in the above Master Deed as amended, and as described in Act 59 of the Public Acts of 1978, as amended.  
Tax Parcel No. 19-28-303-033

Section 7403(b) of Title 26 of the United States Code requires the United States to name Taylor, Bean & Whitaker Mortgage Corp. (“TBW”) as a party to that action as it may have or claim an interest in the real property upon which the United States seeks to enforce its federal tax liens. *See* 26 U.S.C. § 7403(b). Specifically, it appears that TBW has an outstanding mortgage on the Property (*see* Exhibit) given by Ms. Angela S. Ford in the amount of \$222,069.00, and that mortgage encumbers the Property in *United States v. Ford, et al.* After commencing that action, the United States discovered that TBW appeared to come under the protection of the automatic stay, and that any proceeds due to TBW would be property of the bankruptcy estate. On information and belief, TBW believes, however, that the mortgage was assigned to a third party, but that assignment does not appear of record. For these reasons, the United States moves the Court to lift the automatic stay to allow the lien enforcement action to continue in the United States District Court for the Eastern District of Michigan, and to add TBW in that action to ensure that title is properly quieted.

Under 11 U.S.C. § 362(a), the commencement of a bankruptcy case triggers an automatic stay which enjoins the commencement and continuation of any court proceeding against a debtor or property of the estate. However, a party in interest may obtain relief from the automatic stay “for cause” after notice and a hearing. *See* 11 U.S.C. § 362(d)(1). Section 362(d) of the Bankruptcy Code provides courts with the power to terminate, annul, or modify the automatic stay, and “[t]he power to annul authorizes retroactive relief even unto the date of the filing of the petition giving rise to the automatic stay.” *See In re Bresler*, 119 B.R. 400, 403 (Bankr. E.D.N.Y. 1990) quoting *Sikes v. Global Marine*, 881 F.2d 176, 178 (5<sup>th</sup> Cir. 1989); *but see In re Clark*, 60 B.R. 13, 14 (Bankr. N.D. Ohio 1986).

A hearing on a motion for relief from stay is merely a summary proceeding of limited effect. *See Grella v. Salem Five Cent Savings Bank*, 42 F.3d 26, 31-34 (1<sup>st</sup> Cir. 1994); *Matter of Vitreous Steel Products Co.*, 911 F.2d 1223, 1232 (7<sup>th</sup> Cir. 1990). A hearing with respect to a motion for relief from stay is not a proceeding for determining the merits of the underlying substantive claims. *See Grella*, 42 F.3d at 31-34; *Vitreous Steel*, 911 F.2d at 1232. A party opposing the motion has the burden of proof on all issues other than “the issue of the debtor’s equity in property.” *See* 11 U.S.C. § 362(g).

“Because the [Bankruptcy] Code provides no definition of what constitutes ‘cause’” pursuant to § 362(d), “courts must determine whether discretionary relief is appropriate on a case-by-case basis.” *See Laguna Assocs. Ltd. Pshp. v. Aetna Cas. & Sur. Co.*, 30 F.3d 734, 737 (6<sup>th</sup> Cir. 1994). A bankruptcy court may consider the following factors to determine whether to lift the automatic stay: “(1) judicial economy; (2) trial readiness; (3) the resolution of preliminary bankruptcy issues; (4) the creditor’s chance for success on the merits; and (5) the cost of defense or other potential burden to the bankruptcy estate and the impact of the litigation on other creditors.” *See Garzoni v. K-Mart Corp.*, 35 Fed. Appx. 179, 181 (6<sup>th</sup> Cir. 2002).

Lifting the automatic stay so that the United States may proceed in its lien enforcement action, *United States v. Ford, et al.*, will not place any burden on the bankruptcy estate. Instead, because the debtor in this bankruptcy case is a potential mortgage holder of the Property in *Ford*, lifting the stay will allow the claims of all parties to be adjudicated in that action. Likewise, allowing the United States to add TBW as a party in *Ford* will ensure that a proper distribution of the property is made. Finally, lifting the stay will not hinder judicial economy or any preliminary bankruptcy issues since it appears that the estate assigned its interest to a third party.



Conclusion

For the above-described reasons, the United States moves the Court to lift the automatic stay to add TBW as a party in the federal tax lien enforcement action *United States v. Ford, et al.*, that is pending in the United States District Court for the Eastern District of Michigan, and allow that action to proceed as against TBW.

Respectfully submitted,

JOHN A. DiCICCO  
Acting Assistant Attorney General  
Tax Division, U.S. Department of Justice

/s/ Patrick B. Gushue  
PATRICK B. GUSHUE  
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*Local Counsel:*  
Robert O'Neill,  
United States Attorney

**CERTIFICATE OF SERVICE**

I certify that on February 16, 2011, a copy of the foregoing **UNITED STATES' MOTION TO LIFT AUTOMATIC STAY TO ADD TAYLOR, BEAN & WHITAKER MORTGAGE CORP. AS A PARTY TO THE FEDERAL TAX LIEN FORECLOSURE ACTION, UNITED STATES OF AMERICA v. ANGELA S. FORD, et al., PENDING IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, AND TO ALLOW THAT ACTION TO CONTINUE, (2) BRIEF IN SUPPORT, and (3) NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING** was electronically served on those registered to receive electronic notification through the Court's CM/ECF System and to the parties in interest, under Fed. R. Bankr. P. 1007 and Local Rule 1007-2, listed on the mailing matrix (following page).

*/s/ Patrick B. Gushue*  
\_\_\_\_\_  
PATRICK B. GUSHUE  
Trial Attorney, Tax Division  
U.S. Department of Justice

Label Matrix for local noticing  
113A-3  
Case 3:09-bk-07047-JAF  
Middle District of Florida  
Jacksonville  
Mon Feb 14 16:51:06 EST 2011

American Home Mortgage Servicing, Inc.  
c/o Anila Rasul  
Kahane & Associates  
8201 Peters Road, Ste 3000  
Plantation, Florida 33324-3292

American Home Mortgage Servicing, Inc.  
c/o Bart T. Heffernan, Esq.  
100 Cypress Creek Road, Suite 1045  
Ft. Lauderdale, FL 33309-2191

Bank of the Ozarks as Successor\*  
c/o Patti W. Halloran, Esq.  
Gibbons, Neuman et al.  
3321 Henderson Blvd.  
Tampa FL 33609-2921

Brodie & Laura Calder  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

Craig & Lyndsi Crowell  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

Jody & Lacy McKnight  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

Joh Crain  
PO Box 13  
Melbourne, FL 32902-0013

John A. Crain  
PO Box 13  
Melbourne, FL 32902-0013

John Caine, Creditor  
c/o S. Hunter Malin  
P. O. Box 477  
Jacksonville, FL 32201-0477

Land Settlement Services  
c/o Barry Jay Warsch  
100 Southeast 2nd Street, 36th Floor  
Miami, FLorida 33131-2134

Land Settlement Services, Inc.  
107 S. 4th Street  
Lebanon, PA 17042-6108

Michael C. Cabassol  
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and David W. Barrett, Esq.  
Fowler White Boggs P.A.  
P.O. Box 1438  
Tampa, FL 33601-1438

Michael C. Cabassol  
c/o Donald R. Kirk  
Fowler White Boggs P.A.  
P.O. Box 1438  
Tampa, FL 33601-1438

Onewest Bank FSB  
c/o Scott Weiss  
1800 NW 49th Street Suite 120  
Fort Lauderdale, FL 33309-3092

State of Michigan, Department of Treasury  
Attn: Suann D. Cochran  
3030 West Grand Bouelvard Suite 10-200  
Detroit MI 48202-6030

The Bank of New York Mellon Corporation  
JOHN C. BROCK, JR.  
Albertelli Law  
P.O. Box 23028  
Tampa, FL 33623-2028

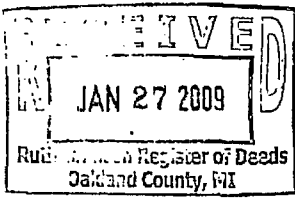
The Bank of New York Mellon Corporation, as  
Shapiro & Fishman, LLP  
4630 Woodland Corporate Blvd Suite 100  
Tampa, FL 33614-2429

U.S. Bank National Association  
David J. Miller  
Albertelli Law  
Attorney for Secured Creditor  
P.O. Box 23028  
Tampa, FL 33623-2028

U.S. Bank National Association, as Trustee f  
Shapiro & Fishman, LLP  
4630 Woodland Corporate Blvd Suite 100  
Tampa, FL 33614-2429

End of Label Matrix  
Mailable recipients 19  
Bypassed recipients 0  
Total 19

LIBER 40854 PG 188



13596  
LIBER 40854 PAGE 188  
\$27.00 MORTGAGE  
\$4.00 REMONUMENTATION  
01/29/2009 01:00:54 P.M. RECEIPT# 7269  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

[Space Above This Line For Recording Data]

# MORTGAGE

FHA CASE NO.  
261-9611251-734

MIN: 100029500027075229

THIS MORTGAGE ("Security Instrument") is given on **January 21, 2009**  
The mortgagor is **Angela S Ford**, *Single woman*

whose address is

**19935 Roslyn, Detroit, MI 48221**

("Borrower"). This Security Instrument is given to

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

("Lender") is organized and existing

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

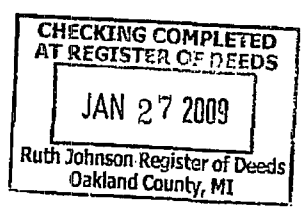
*991143F-Pack*

Borrower owes Lender the principal sum of **Two Hundred Twenty Two Thousand Sixty Nine and no/100** Dollars (U.S. **\$222,069.00**).

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 **February 01, 2039**

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

See Attached Exhibit A.



**O.K.A.N.**  
*(IDP R)*  
*PARK*

MICHIGAN FHA MORTGAGE

6/96

MERS  
ITEM 9918L1 (0709)



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(Page 1 of 7)

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which has the address of **4090 Cranbrook Ct**  
[Street]  
**Bloomfield Hills**, Michigan **48301** ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

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

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

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

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

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

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:  
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;  
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;  
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.

MICHIGAN FHA MORTGAGE  
MERS  
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(Page 2 of 7)

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

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

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

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

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

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

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

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

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

MICHIGAN FHA MORTGAGE

MERS  
ITEM 9918L3 (0709)

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(Page 3 of 7)

LIBER 40854 PG 191

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

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

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

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

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

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

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Gam-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **eight months**

from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **eight months** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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

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secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Check applicable box(es)]

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

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

*Angela S Ford* \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Angela S Ford -Borrower -Borrower

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

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

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State of Michigan  
County of Oakland

The foregoing instrument was acknowledged before me this January 21, 2009 (date) by Angela S. Ford, single woman (name of person[s] acknowledged).

S. Blankenship  
S. Blankenship Notary Public

Macomb County, Michigan.

S. BLANKENSHIP  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES MARCH 4, 2014  
ACTING IN THE COUNTY OF Oakland

Acting in the County of Oakland

My commission expires: 3-4-2014

This instrument was prepared by: & Return to:

Name: Keianya Brown  
Business Address: Taylor, Bean & Whitaker Mortgage Corp.  
1417 North Magnolia Ave  
Ocala, FL 34475

~~After Recording Return To:~~

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ABF

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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Land located in the Township of Bloomfield, County of Oakland and State of Michigan:

Unit 33 Building 1, Cranbrook Chase, according to the Master Deed recorded in Liber 11593, Pages 138 through 204 inclusive, and amended by First Amendment of Master Deed recorded in Liber 12227, Pages 709 through 725, inclusive, and by Second Amendment of Master Deed recorded in Liber 12993, Pages 258 through 271, inclusive and by Third Amendment to Master Deed recorded in Liber 13506, Pages 161 through 182, inclusive, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 700 together with rights in general common elements and limited common elements as set forth in the above Master Deed, as amended and as described in Act 59 of the Public Acts of 1978, as amended.

4090 Cranbrook Court

Tax I.D. No.: 19-28-303-033

9000700

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FHA CONDOMINIUM RIDER

FHA CASE NO. 261-9611251-734

THIS CONDOMINIUM RIDER is made this 21st day of January 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Taylor, Bean & Whitaker Mortgage Corp.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

4090 Cranbrook Ct Bloomfield Hills, MI 48301

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: CRANBROOK CHASE

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

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GREATLAND To Order Call: 1-800-530-9393 Fax: 616-791-1131



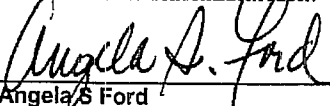
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C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this FHA Condominium Rider.


(Seal)  
 Angela S Ford -Borrower

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

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

[Sign Original Only]

[ADD ANY NECESSARY ACKNOWLEDGEMENT PROVISIONS.]