MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

MDEQ Reference No. AOC-RRD-15-006

Former Kihn's Superette 8042 Wolf Creek Road Herron, MI 49744 Facility ID No. 0-036110

Agreement and Easement

This agreement is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ) and U.S. Bank, National Association, as Trustee for the benefit of the Mortgage Equity Conversion Asset Trust 2011-1, Reverse Mortgage Solutions, Inc., as Attorney in Fact (the Owner) to address a release of regulated substances at or from an underground storage tank system at or in the proximity of real property located at 8042 Wolf Creek Road, Herron, Michigan, 49744, MDEQ Facility ID No. 0-036110, MDEQ Site ID No. 04000164 (the Site), pursuant to Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.21301, *et seq.* The Effective Date of this Agreement is the date it is signed by the parties. All terms used in this Agreement that are defined in Part 213 shall have the same meaning herein.

Background

- The Owner has been the fee title holder of the Site since February 26, 2014. The Owner failed to conduct and provide a Baseline Environmental Assessment (BEA) to the MDEQ within the statutory timeframe provided in MCL 324.21323a(1)(b), and is therefore liable as an owner under Part 213.
- The Site had been operated as a gas station and grocery store called Kihn's Superette. On July 10, 1992, a confirmed release of gasoline was reported during removal of the underground storage tanks at the Site. (Release No. C-1114-92). The building at the Site was subsequently converted to a residence.
- Nationstar Mortgage foreclosed on the Site in 2013. (Sheriff's Deed under Power of Sale attached as Attachment A). Nationstar Mortgage transferred ownership to the owner via quit claim deed, attached as Attachment B. The Site has been unoccupied since 2013.

- 4. Analytical results of soil and groundwater samples at the Site identified gasoline constituents at levels exceeding the risk-based screening levels under Part 213. Soil and groundwater samples near the building exceed Volatilization to Indoor Air Inhalation Criteria, causing concerns of vapor intrusion into the indoor air in the residence.
- 5. The Site is a "site" as defined in Part 213. MCL 324.21303(I).
- 6. The MDEQ has and will be spending public funds performing corrective actions at the Site and will need access for this purpose.

Agreement

- 7. The Owner shall provide the MDEQ and its officers, employees, agents, contractors, and/or authorized representatives, access to the Site through the Grant of Easement for the purpose of performing corrective actions necessary to address Release No. C-1110-92. The Owner shall execute and submit to the MDEQ the Grant of Easement, attached as Attachment C, on the Effective Date of this Agreement. The MDEQ shall record the Grant of Easement with the Alpena County Register of Deeds within fifteen (15) days of the Effective Date of this Agreement. The Easement shall run with the Site until such time that it is expressly released in writing by the MDEQ.
- 8. The MDEQ will use reasonable efforts to minimize any interference with the use of the Site. For the purposes of this paragraph, "reasonable efforts" does not mean taking actions that will result in material cost increases in the corrective actions being conducted by the MDEQ.
- 9. The Owner shall not remove, damage, or interfere with monitoring wells or other equipment and supplies being used for the purpose of performing corrective actions by the MDEQ.
- Upon completion of corrective actions, the MDEQ will remove all equipment installed for the corrective actions, and undertake reasonable efforts to restore to original condition any property, vegetation, and structures damaged by the MDEQ.
- 11. This Agreement does not constitute a warranty of any kind by the MDEQ that the corrective actions performed will achieve remedial criteria established by law; assure protection of public health, safety or welfare, or the environment; or result in closure or cleanup of the Site.

- 12. Any lease, deed, contract, or other agreement entered into by the Owner which transfers to another person a right of control over the Site or a portion of the Site, the Owner shall provide a copy of the easement to the transferee prior to the transfer of interest in the Site, and comply with the notice provisions of Section 21304d of Part 213.
- 13. Any change in ownership of the Site, or any change in corporate or legal status of the Owner, shall not in any way alter the Owner's obligations under this Agreement. The Owner will notify the MDEQ of any change in ownership or ownership interest in the Site thirty (30) days prior to the change occurring.
- On the Effective Date, the Owner agrees to pay the MDEQ a total of \$25,000 by certified check made payable to the "State of Michigan – Environmental Response Fund" and sent by first class mail to:

Accounting Services Division Cashier's Office for the MDEQ P.O. Box 30657 Lansing, Michigan 48909-8157

To ensure proper credit, the check should reference Settlement ID No. RRD 50068.

- 15. In consideration for the payments that will be made by the Owner, and the agreement to provide access by the Owner, the State of Michigan hereby covenants not to sue or take administrative action against the Owner to compel performance of corrective actions or to recover costs incurred by the MDEQ for taking corrective actions as it relates to the Owner's liability for not conducting and providing a BEA to the MDEQ within the statutory timeframe provided in MCL 324.21323a(1)(b) for the Site. The MDEQ reserves all rights with respect to any matter not covered by this covenant.
- 16. The covenant not to sue shall take effect upon the following:
 - a. MDEQ's receipt of full payment by the Owner in accordance with paragraph 14 of this Agreement;
 - b. Submittal of a fully executed Grant of Easement in accordance with paragraph 7 of this Agreement; and

The covenant not to sue extends only to the Owner and not to any other person or entity.

- 17. The Owner hereby covenants not to sue or take any civil, judicial, or administrative action against the State of Michigan, its agencies, or its authorized representatives, for any claims or causes of action against the State that arise from this Agreement.
- 18. The State of Michigan reserves the right to take action against the Owner if it is discovered at any time that any material information provided to or after entry of this Agreement was false or misleading.
- 19. The State of Michigan reserves all of its rights and defenses to enforce this Agreement.
- 20. Nothing in this Agreement shall limit the power and authority of the MDEQ to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment.
- 21. This Agreement in no way affects the Owner's responsibility to comply with all applicable state, federal, or local laws and regulations.
- 22. This Agreement may only be modified by written agreement of the parties, and may be enforced by filing an action in a court of competent jurisdiction.

[Intentionally Left Blank]

The signature of the representatives of the MDEQ, MDAG and the Owner indicates their agreement with the terms of this Agreement. By signing this Agreement, the signatories certify that they are authorized to execute this Agreement on behalf of their respective entity. This Agreement is binding upon any successors and assigns of the aforementioned persons and entities and becomes effective on the date of the signature of the MDEQ's representative.

Date

Christian Etienne Vice President of Operations U.S. Bank, National Association, as Trustee for the benefit of the Mortgage Equity Conversion Asset Trust 2011-1 Reverse Mortgage Solutions, Inc., as Attorney in Fact

Date

Robert Wagner Division Chief Remediation and Redevelopment Division Michigan Department of Environmental Quality

Bill Schuette Attorney General

For MDEQ:

Margaret Bettenhausen Assistant Attorney General Environment, Natural Resources, and Agriculture Division Department of Attorney General P.O. Box 30755 Lansing, Michigan 48933

Date

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ATTACHMENT A

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SHERIFF'S DEED ON MORTGAGE FORECLOSURE

THIS INDENTURE made the 7th day of June, 2013* between Josh Scott a deputy sheriff in and for Alpena County, Michigan, party of the first part, and Champion Mortgage Company, 3900 Capital City Blvd, Lansing, Michigan 48906, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Erling F. Sylvester and Marie Sylvester, husband and wife, whose address is 200 Long Rapids Plaza, Alpena, Michigan 49707, made a certain mortgage to Seattle Mortgage Company (hereinafter called "Mortgagee"), which was duly recorded in the office of the Register of Deeds of Alpena County in Liber 444, Page 83, Alpena County Records. Said mortgage is now held by Champion Mortgage Company by assignment.

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

WHEREAS, the party foreclosing said mortgage has represented that it is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage; and further that Mortgage Electronic Registration Services (MERS) is not the foreclosing Party, and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes 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 the mortgage that the premises, or some part of them, would be sold on the 7th day of June, 2013*, at the Alpena County Circuit Courthouse in Alpena, Michigan, that being the place of holding the Circuit Court for Alpena County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 11:00 AM, local time, on the date stated above, expose for sale at public vendue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Seventy-Five Thousand and 0/100 (\$75,000.00), 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 Wilson, Alpena County, Michigan, and are more particularly described as:

Situated in Wilson Township, Alpena County, State of Michigan

Part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as: Commencing 33 feet West and 218 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes.

Tax# 082-031-000-015-00

More commonly known as 8042 Wolf Creek Road, Herron, Michigan 49744

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 lenements and every part thereof, on 9th day of June, 2005, that being the date of said mortgage, or 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 behoove forever, as fully and absolutely as 1, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same,

In witness whereof I have set my hand and seal.

Sheriff in and for the County of Alpena, Michigan

Scott

State of Michigan County of Alpena

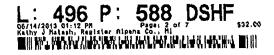
Deputy Sheriff for Albena County, Michigan. Horry C. Hyman Name AlpenaCounty, Michigan 10. 2/14/20 My Commission Expires: Acting in Alpena County

Exempt from County Real Estate Transfer Tax pursuant to MCLA 207.505(h)(ii) Exempt from State Real Estate Transfer Tax pursuant to MCLA 207.526(v)

Adjourned from May 17, 2013 to June 7, 2013 by posting a notice of adjournment at the place of sale for Alpena County, Michigan.

Holty C. Wyman Notary Public, Michigan Alpena County File Number: 23 001435 000 470 484 414-20 13-001935/1008/SP

FHA Case Number 262-1579182-952



IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400.

AFFIDAVIT O

STATE OF MICHIGAN County of ALPENA

Contract Seven being duly sworn, deposes and says the annexed true copy of a notice was taken from:

The Alpena News Publishing a newspaper printed and circulated in said State and County

SYLVESTER- 4 Issues April 19, 26, May 3, 10 AD 2013 that he/she is the agent of the printers of said

newspaper, and knows well the Jacts stated herein.

allian Fran

William Speer, Publisher

Subscribed and sworn to before me this May 10th of A.D. 2013

Kicky, ABurton Kathryn L. Burton

Kathryn L, Burton Notary Public Alpena County, Michigan,

My commission expires 9/03/13 Acting in Alpena County,

Michigan,

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OF MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Erling F. Sylvester and Marle Sylvester, husband and wife, to Seattle Mortgage Company, Mortgagee, dated June 9, 2005 and recorded June 15, 2005 In Liber 444, Page 83, Alpena County Records, Michigan. Said mortgage is now held by Champion Mortgage Company by assignment. There is claimed to be due at the date hereof the sum of One Hundred Twenty-Two Thousand Five Hundred Sixty-Two and 89/100 Dollars (\$122,562.89) including interest at 1.66% per annum.

Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the Alpena County Circuit Courthouse in Alpena, Michigan in Alpena County, Michigan at 11:00 AM on MAY 17, 2013.

Said premises are located in the Township of Wilson, Alpena County, Michigan, and are described as:

Situated in Wilson Township, Alpena County, State of MichiganPart of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as:Commencing 33 feet West and 218 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA §600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest.

If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

If you are a tenant in the property, please contact our office as you may have certain rights.

Dated: April 19, 2013 Orlans Associates, PC. Attorneys for Servicer P.O. Box 5041 Troy, MI 48007 File No. 13-001935 (04-19)(05-10)

Orlans - Marle Sylvester

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Urians - Marie Sylvester IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Eröng F. Sylvester and Matie Sylvester, husband and wife, to Seattle Mortgage Company, Mortgagee, dated June 9, 2003 and recorded June 15, 2005 in Liber 444, Page 83, Alpena Caunty Records, Michigan. Said mortgage is now held by Champion Mortgage Company by assignment. There is calmed to be due at the date hereof the sum of One Hundred Twonty-Two Thousand Five Hundred Sidy-Two and 89/100 Dollars (\$122,552.88) including interest at 1.66% per annum. Under the power of sale contained in said mortgage and the

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Said premises are located in the Township of Wilson, Alpen: County, Michigan, and are described as: Situated in Wilson Township, Alpens County, Siste of MichiganPart of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as:Commencing 33 feet West and 218 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet; thence Morth 215 feet; thence then the use to the of the South of the Subtect in ear and Direct their have builted for read right of Subject to any part thereof that may be used for road right of

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redemption period. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: April 19, 2013 Oriant Associates, PC. Attorneys for Servicer Hones J. Szymans

P.O. Box 5041 Troy, MI 48007 File No. 13-001935 (04-19)(05-10)

Renee J. Szymanski Notary Public County of Presque iste My Commission Expires May 12, 2011

(Affidavit of Posting)

SS. COUNTY OF ALPENA

David B. TEMS being duly sworn, deposes

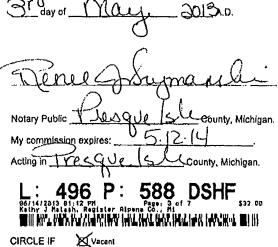
that on the 1st day of nay 2013 A.D.,

he/she posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to

Alferia 8042 WOLF CREEK Ril

Ques RAVIS B.

Subscribed and sworn before me on this



VIRULE IF	M Anceur				
📋 MuRi-Unit	💭 Upper Unit	🗋 Lower Unit			
🔲 Multi-Addross	🔲 Unil 1	[] Unit 2	🗋 Unil A	🗌 Unit 8	
Condo	Moble/Manufactured Home		No Dwelling		

FNMA

Attorney Office: Orlans Associates P.C. - Orlans Associates P.C. AttorneyFile#: 13-001935 Notice#: 1135562

NON-MILITARY AFFIDAVIT State of Michigan SS.

County of Oakland

L: 496 P: 588 DSHF S67/14/2013 06.12 PM Stathy J Matath, Resister Ripers 60., Mi Will Walker Alger 60., Mi Walker Alger 60., Mi Walker 6

The affiant, Marylane Long, is an employee of Orlans Associates. The affiant, being first duly sworn upon oath, deposes and says:

On this date, Marylane Long, the affiant conducted a search of the Department of Defense Manpower Data Center for the Mortgagor(s), who is/are over 18 years of age. The certified military status report(s) provided for said Mortgagor(s) indicate(s) that said Mortgagor(s) is/are not in active military service as defined in the Servicemembers' Civil Relief Act.

I SOLEMNLY AFFIRM, to the best of my knowledge, information and belief that the contents of the foregoing paper are true.

FURTHER AFFIANT SAYETH NOT.

Mary Jane Long

Subscribed and sworm to before me this 4_ day of <u>HUL</u>, 2013

Melissa Robins, Notary Public Oakland Acting in Oakland County, Michigan My Commission Expires: February 4, 2017

AFFIDAVIT OF AUCTIONEER and CERTIFICATE OF REDEMPTION PERIOD State of Michigan ss.

County of Alpena

Josh Scott ______ being first duly sworn, deposes and says that he is a Deputy Sheriff of said Alpena County; that he/she acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 11:00 AM, local time, on the 7th day of June, 2013, Alpena County Circuit Courthouse in Alpena, Michigan, that being the place of holding the Circuit Court for Alpena County, and sald sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was <u>Szyepty-Five Thousand and 0/100(S75,000.00)</u>; made by Champion Mortgage Company, that said sale was in all respects open and fair; and that he/she did strike off and sell sald lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, December 7, 2013, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording. The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the portower.

Holly C. Wyman

Notary Public, Michigan Alpena County

Commission expires 2-14-20

JOSH Scott Deputy Sheriff

Alpena County, Michigan

Superibed and swom to before me this _7th_day of _June____, 2013.

Hally C. Wynyn, Notary Public Hally C. Rynn Name Alpena County, Michigan My commission expires: 2/14/20

Drafted by and when recorded return to: Nakia H. Robinson

Orlans Associates, PC P.O. Box 5041, Troy, MI 48007 (248) 502-1400 File No: 13-001935

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Orlans Associates, PC. P.O. Box 5041, Troy, MI 48007.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagec. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. ORLANS ASSOCIATES, PC Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

13-001935/1008/SP

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STATEMENT OF COMPLIANCE

Nakia H. Robinson, states as follows:

- I am an attorney employed by Orlans Associates, P.C., Attorneys for Champion Mortgage Company ("the Mortgagee"), their successors or assigns.
- This statement is being filed to show compliance with MCL 600.3204 and 600.3205 with regard to the foreclosure by advertisement of the loan herein described, for the property located in the Township of Wilson, County of Alpena and State of Michigan, and further described as:

Situated in Wilson Township, Alpena County, State of Michigan

Part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as: Commencing 33 feet West and 218 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes.

Commonly Known as: 8042 Wolf Creek Road, Herron, Michigan 49744 Tax ID #: 082-031-000-015-00

- On or about June 9, 2005 a mortgage was executed between Erling F. Sylvester and Marie Sylvester, husband and wife to Stattle Mortgage Company for \$89,775.00 on June 9, 2005, recorded June 15, 2005 in Liber 444, Page 83, Alpena County Records.
- 4. Said mortgage is currently held by Champion Mortgage Company.
- 5. The law firm of Orlans Associates, PC was retained to foreclose the above mortgage by advertisement.
- In processing the foreclosure for the above mortgage, Orlans Associates, PC mailed a written Notice to the borrower(s) pursuant to MCL 600.3205a(1) and (2).
- Neither the borrower(s) nor a housing counselor requested the authorized Designee to set up a meeting to modify the mortgage, within the required time period as set forth in MCL 600.3205a(1)(d).
- More than 30 days passed since the written Notice was sent to the borrower(s), pursuant to MCL 600.3205a(1) and (2).
- 9. The Notice of Foreclosure was not published until Orlans Associates, PC complied with MCL 600.3204(4).

Nakia H. Robinson

Attorney for Champion Mortgage Company ("the Mortgagee"), their successors or assigns.

Dated: _____6[5]13

Drafted by and when recorded return to: Nakia H. Robinson Orlans Associates, PC P.O. Box 5041, Troy, M1 48007 (248) 502-1400 File Number: 13-001935

13-001935/1008/SP

L: 496 P: 588 DSHF

AFFIDAVIT OF PURCHASER

STATE OF MICHIGAN)

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SS) COUNTY OF OAKLAND

1. Nakia H. Robinson, states as follows: That Nakia H. Robinson is an Orlans Associates, PC attorney for Champion Mortgage Company and is familiar with the facts set forth herein.

2. This affidavit is being filed to declare the redemption amount in relation to the property located in the Township of Wilson, County of Alpena further described as:

Situated in Wilson Township, Alpena County, State of Michigan

Part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as: Commencing 33 feet West and 218 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes. Commonly Known as: 8042 Wolf Creek Road, Herron, Michigan 49744 Tax ID #: 082-031-000-015-00

3. After review of the public record kept in the regular course of business with the County of Alpena and upon information and belief, on or about June 9, 2005 a mortgage was executed between Erling F. Sylvester and Marle Sylvester, husband and wife to Seattle Mortgage Company for \$89,775.00 on June 9, 2005, recorded June 15, 2005 in Liber 444, Page 83, Alpena County Records.

4. After review of the public record kept in the regular course of business with the County of Alpena and upon information and belief, said mortgage is currently held by Champion Mortgage Company.

5. Said mortgage is scheduled for foreclosure on the 7th day of June, 2013 for, \$75,000.00.

Redemption must include \$75,000.00, plus interest at the rate of 1.66% from June 7, 2013 at a per diem amount of \$3.41; plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessments; Community Association Assessments; or Premiums for Insurance Policies and Redemption Servicing Fee. An authorized computation of the above can be received only from the designee listed below.

6. Champion Mortgage Company hereby appoints Orlans Associates, PC as its designee and pursuant to MCLA 600.3240. A written, official computation of the redemption amount can be prepared by Orlans Associates, PC, within a reasonable period of time. A redemption servicing fee in the amount of \$200,00 plus recording costs to Orlans Associates, PC will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL: ORLANS ASSOCIATES, PC, REDEMPTION DEPARTMENT P.O. Box 5041, Troy, MI 48007 (248) 502-1400

7. Redemption can also be made Register of Deeds pursuant to MCL 600.3240, however redemption without an authorized quote from the redemption designee may subject that redemption to potential rejection of funds by the purchaser, if not in the correct amount.

13-001935/1008/SP

L: 496 P: 588 DSHF

8. In accordance with Michigan Statute, the within Sheriff's Deed will become operative at the expiration of the redemption period, December 7, 2013, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 10 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording.

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Nakia H. Robinson | Attorney for Champion Mortgage Company

Subscribed and sworn to before me this

Champion Mortgage Company MULLIN ROBUL

Melissa Robins, Notary Public Oakland Acting in Oakland County, Michigan My Commission Expires: February 4, 2017

Drafted by and when recorded return to: Nakia H. Robinson Date Dated: ______ (0 | - 11 ?____

day of JUNL , 2013, by Nakia H. Robinson Attorney for

Orlans Associates, PC P.O. Box 5041, Troy, M1 48007 (248) 502-1400 File Number: 13-001935

Alpena County

ATTACHMENT B

Received 3/3/14 Date____Time 101417 Alpena Register of Deeds

L: 500 P: 552 DQC

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this 26th day of FCOMMPN . 2014

by first party, Grantor, Nationstar Mortgage LLC D/B/A Champion Mortgage Company whose address is 350 Highland Drive, Lewisville, Texas 75067

to second part, Grantee, U.S. Bank National Association, on behalf of Mortgage Equity Conversion Asset Trust 2011-1 whose address is One Federal Street, 3rd Floor, Boston, MA 02110

WITNESSETH, That the said first party, for the sum of One Dollar (\$1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the Township of Wilson, County of Alpena, State of Michigan to wit:

Situated in Wilson Township, Alpena County, State of Michigan

Part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Town 30 North, Range 7 East, described as:

Commencing 33 feet West and 218 feet South of the Northeast comer of said Northeast 1/4 of the Northeast 1/4; thence South 215 feet; thence West 200 feet; thence North 215 feet; thence East 200 feet to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes.

Tax 1D: 082-031-000-015-00

Commonly known as: 8042 Wolf Creek Road, Herron, MI 49744

Exempt from revenue stamps pursuant to MCLA 207.505(a) and 207.526(a)

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed sealed and delivered in the presence of:

Champion Mortgage Company

(Name) TRACY PERCIPA Assistant Secretary

Its: (Title)

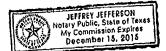
State of Texes County of Dalles

On the <u>26th</u> day of <u>reference</u>, 2014 before me appeared <u>Iracy Reference</u> to me personally known, who being by me duly swom, he/she is the <u>Assistant Secretar</u> of Champion Mortgage Company, the corporation named in

Assistant Secretar. _______ of Champion Morgage Company, the corporation named in and which executed the within instrument personally known to me (or proved to me on the basis of satisfactory evidence) to be the company whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed this document.

Notary public

Dalles County, My commission expires: 12/15/15



13-001935/-/1008/QCD

DRAFTED BY & RETURN RECORDED TO: Jeffrey T. Goudle, Attorney at Law Orlans Associates, P.C. P.O. Box 5041 Troy, M148007 2485021427

File No. 13-001935

ATTACHMENT C

0	THIS DOCUMENT HAS AN AUTHENTIC WATERMARK IN STOCK. THE FRONT OF THE DOCUMENT	CASHIEI	R'S CHECK	HAS A MICRO-PRINT SIG	NATURE LINE. ABSENCE OF THESE FEAT 21 100	URES WILL INDICATE A COPY
000	REMITTER REVERSE MORTGAGE SOLUTIONS, INC.	Texas (CAPITAL BA	ANK™		<u>32-1797</u> 1110
K M	STATE OF MICHIGAN			6/2 DATE	23/2015	e e e e e e e e e e e e e e e e e e e
Se Co	PAY TO THE ORDER OF				\$ \$25,00	0.00
20	***Twenty Five Thousand Dollars and No Cents***					DOLLARS
26			and	11 Mm	ngham	
	RRD 50068			V- V- /		MP

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