

**CITY OF RAYTOWN  
BOARD OF ZONING ADJUSTMENT  
MEETING  
January 12, 2017  
7:00 P.M.**

**Raytown City Hall  
10000 East 59<sup>th</sup> Street  
Raytown, MO 64133**

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**MEETING**

**1. Open Meeting**

**2. Roll Call**

Clatanoff \_\_\_\_\_ Cook \_\_\_\_\_ Riehle \_\_\_\_\_  
Aprill \_\_\_\_\_ White \_\_\_\_\_ Wilson (Alt) \_\_\_\_\_  
Tush (Alt) \_\_\_\_\_

**3. Approval of November 10, 2016 Meeting Minutes**

- A. Changes: \_\_\_\_\_
- B. Motion: \_\_\_\_\_
- C. Second: \_\_\_\_\_
- D. Vote: For: \_\_\_\_\_ Against: \_\_\_\_\_

**4. Old Business – None**

**5. New Business:**

**A. Case #: BZA 2017-001**  
**Request: Request for a variance to the thirty (30) foot front yard setback requirement in the Low-Density Residential (R-1) Zoning District specified in Section 50-129 of the Code of Ordinances of the City of Raytown.**  
**Location: 9905 E 79<sup>th</sup> Pl.**

- (1) Open Public Hearing
- (2) Swearing in of any person who may wish to speak for or against the application

- (3) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.
- (4) Entering of exhibits into the record:
  - a. Application for variance submitted by applicant.
  - b. Notice of Public Hearing in the Daily Record newspaper.
  - c. Notice of Public Hearing Mailed to Neighboring Property Owners.
  - d. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
- (6) Presentation of requested variance by applicant
- (7) Request for public comment
- (8) Rebuttal, if necessary, by the applicant.
- (9) Summary of additional information by staff
- (10) Board discussion
- (11) Close public hearing
- (12) Board decision to approve, conditionally approve or deny the application.
  - a. Motion
  - b. Second
  - c. Additional Board Discussion
  - d. Vote

**5. Other Business**

**6. Set Tentative Future Meeting Date – February 9, 2017**

**7. Adjourn**

**CITY OF RAYTOWN  
BOARD OF ZONING ADJUSTMENT  
MEETING**

**November 10, 2016  
7:00 P.M.**

**Raytown City Hall  
10000 East 59<sup>th</sup> Street  
Raytown, MO 64133**

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**MEETING**

**1. Open Meeting-** James Cook served as the chairman for the meeting in Chairman Riehle's absence. Mr. Cook opened the meeting.

**2. Roll Call**

Clatanoff <u>Present</u>	Cook <u>Present</u>	Riehle <u>Absent</u>
Apprill <u>Present</u>	White <u>Absent</u>	Wilson (Alt) <u>Absent</u>
Tush (Alt) <u>Present</u>		

Due to only four members present, Mr. Cook noted that all applications would need to be approved unanimously in order to pass.

Also present: Scott Peterson, Planning and Zoning Coordinator, Ray Haydaripoor, Acting Director of Development and Public Affairs, Ron Williamson, Planning Consultant, George Kapke, City Attorney, and June Van Loo, Permit Technician.

**3. Approval of October 13, 2016 Meeting Minutes**

- A. Changes: None
- B. Motion: Ms. Clatanoff made a motion to approve the minutes for the October 13, 2016 meeting.
- C. Second: Mr. Apprill seconded Ms. Clatanoff's motion.
- D. Vote: Motion passed unanimously, 4-0.

**4. Old Business – None**

- A. **Case #:** BZA-2016-007
- Request:** Variance to the sign regulations specified in Section 50-493 of the Code of Ordinances of the City of Raytown to allow a wall sign above the maximum allowed size in a High-Density Residential (R-3) zoning district.
- Applicant:** Tutera Senior Living & Health Care

**Location: 11901 Jessica Lane**

- (1) Introduce application- Mr. Cook introduced the application.
- (2) Open Public Hearing- Mr. Cook opened the public hearing.
- (3) Swearing in of any person who may wish to speak for or against the application- Mr. Kapke swore in those wishing to speak for or against the application.
- (4) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.- None.
- (5) Entering of exhibits into the record:
  - a. Application for Variance submitted by applicant
  - b. Notice of Public Hearing in the Daily Record newspaper
  - c. Notice of Public Hearing Mailed to Neighboring Property Owners,
  - d. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
- (6) Presentation of requested variance by applicant- Representatives from Hi-Tech Signs spoke on behalf of the application. They are requesting a sign to be allowed on the wall facing Highway 350 that would exceed the maximum allowed square footage of a property in an R-3 zone.
- (7) Request for public comment- None.
- (8) Rebuttal, if necessary, by the applicant.- None.
- (9) Summary of additional information by staff- Mr. Peterson stated that staff had reservations regarding the size of the sign, notably that it exceed the allowed sign size in the R-3 zoning district by over 600%. Staff also felt that a sign of that size may cause a hazard to highway traffic for those trying to look at the sign.
- (10) Board discussion- Discussion included the design of the sign, as well as what size of the sign would be considered acceptable to the Board.

A brief five minute recess was granted for staff to research the answer to a question regarding the total amount of signage the property would be allowed under the zoning ordinance.
- (11) Close public hearing- Mr. Cook closed the public hearing.
- (12) Board decision to approve, conditionally approve or deny the application.
  - a. Motion- Mr. Apprill made a motion to approve the application subject to the conditions that:
    1. The sign not exceed the size of 41 square feet.
    2. Staff approval of the design of the sign.

- b. Second- Mr. Tush seconded Mr. Apprill's motion.
- c. Additional Board Discussion- None.
- d. Vote- Motion passed unanimously 4-0.

**5. New Business:**

**A. Case #:** BZA 2016-009  
**Request:** Request for a variance to the maximum height of an accessory building allowed in an R-1 (Low Density Residential) District as specified in Section 50-129 of the Code of Ordinances of the City of Raytown.  
**Location:** 5529 Ditzler Ave

- (1) Open Public Hearing- Mr. Cook opened the public hearing.
- (2) Swearing in of any person who may wish to speak for or against the application- Mr. Kapke swore in those wishing to speak for or against the application.
- (3) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.- None.
- (4) Entering of exhibits into the record:
  - a. Application for variance submitted by applicant.
  - b. Notice of Public Hearing in the Daily Record newspaper
  - c. Notice of Public Hearing Mailed to Neighboring Property Owners,
  - d. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
  - f. Site plan submitted by applicant.
- (6) Presentation of requested variance by applicant- Kenny Miller, architect, spoke on behalf of the application. A previously granted variance to a maintenance shed at Mt. Carmel Cemetery was given for the maximum size of the shed, but further plan reviews showed that the building also exceed the maximum allowed height of an accessory building in an R-1 zone. Mr. Miller stated that the proposed height was necessary in order to fit the maintenance equipment into the shed.
- (7) Request for public comment- None.
- (8) Rebuttal, if necessary, by the applicant.- None.
- (9) Summary of additional information by staff- Mr. Peterson clarified that the requested variance only went to the mid-span of the roof line per zoning ordinance, not the maximum peak height.

(10) Board discussion- Discussion included the location of the cemetery, the total height of the variance, and the possibility of re-designing the shed with a lower roof height.

(11) Close public hearing- Mr. Cook closed the public hearing.

(12) Board decision to approve, conditionally approve or deny the application.

- a. Motion- Ms. Clatanoff made a motion to approve the variance according to the submitted drawings.
- b. Second- Mr. Tush seconded Ms. Clatanoff's motion.
- c. Additional Board Discussion- None.
- d. Vote- Motion passed unanimously 4-0.

**5. Other Business-** None.

**6. Set Tentative Future Meeting Date** – December 8, 2016

**7. Adjourn**

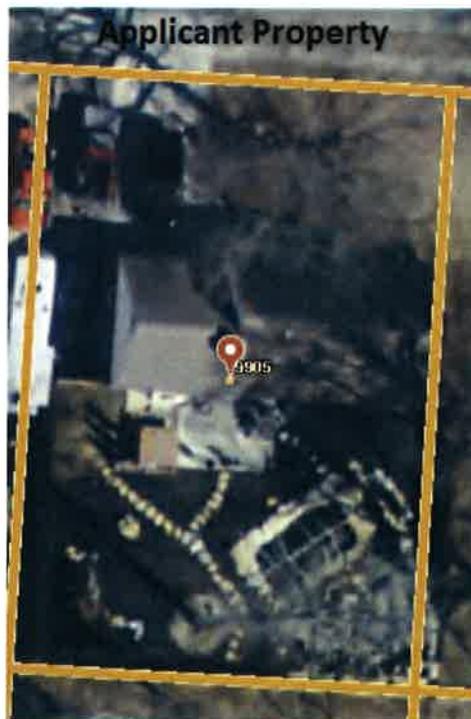
# STAFF REPORT

**To:** Board of Zoning Adjustment  
**From:** Community Development Department  
**Date:** January 12, 2017  
**Subject:** Agenda Item No. 5.A - Case No. BZA-2017-001: Variance to thirty (30) foot front yard setback requirement of the Low-Density Residential (R-1) zoning district specified in Section 50-129 of the Code of Ordinances of the City of Raytown

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## BACKGROUND

Hollie Stebbins, owner and occupant of 9905 E 79<sup>th</sup> Place, is seeking a variance to the front yard setback requirement of the Low-Density Residential (R-1) zoning district specified in Section 50-120 of the Code of Ordinances of the City of Raytown. Mr. Stebbins is requesting this variance as he wants to expand his existing twenty-six (26) feet long attached garage an additional eighteen (18) feet in length. This would put his attached garage at a total length of forty-four (44) feet. As such, as a result of this expansion the garage would extend ten (10) feet into the front yard setback of thirty (30) feet, making the garage only twenty (20) feet from the property line, and about thirty-one (31) feet from the street.



## **FACTORS TO CONSIDER**

The Zoning Ordinance states that a request for a variance may be approved upon a finding that all of the following conditions have been met:

1. **Uniqueness:** *(The variance requested arises from such condition that is unique to the property in question and that is not ordinarily found in the same zoning district and is not created by an action or actions of the property owner or the applicant.)*

The applicant states that this same type of variance is not unique, in that has been approved for other garages in Raytown. It is not known to the City that any such variance has been granted for the purposes of enlarging an attached garage into the front yard setback. However, setback variances have been granted recently for detached accessory structures violating the front yard setback, such as a carports at 5509 Blue Ridge Blvd and 5933 Cedar Ave.

2. **Effects on Adjacent Properties:** *(The granting of the variance will not adversely affect the rights of adjacent property owners or residents.)*

According to the submitted application, the variance will only impact the existing property and will not have any impact on adjoining properties, as the neighbor to the east will be unable to see the garage, and the neighbor to the west would have their view of the garage addition partially blocked by a large tree.

3. **Hardship:** *(The strict application of the provisions of these regulations of which the variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.)*

Denial of the variance will prevent the applicant from being able to store a vehicle and equipment used for his personal business.

4. **Spirit and Intent:** *(The variance desired will not be opposed to the general spirit and intent of the zoning regulations and will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.)*

According to the submitted application the proposed variance will not be contrary to the general spirit and intent of the zoning ordinance as the proposed variance will just be for a small addition to the house.

5. **Minimum Variance:** *(The amount or size of the variance requested is the minimum amount or size needed to achieve the purpose for which the variance is requested.)*

The variance is the minimum necessary for the applicant to feel comfortable storing his vehicle and equipment properly.

## **POSSIBLE FINDINGS OF FACT**

After considering the above factors, the Board will need to decide if the variance request should be:

- ◆ Approved,
- ◆ Approved with conditions, or

- ◆ Denied.

The following are two sets of POSSIBLE findings of fact based upon the information submitted as part of the application, which is contained in this staff report. The set of possible findings of fact provided in the middle column support the approval of the variance requested while the second set of possible findings provided in the column on the right side of the table below provide facts supporting denial of the variance request. The Board should accept a set of findings of fact they deem most appropriate for either approval or denial based upon the information provided in this staff report and at the public hearing. Please note, however, that in order to approve a variance, ALL of the factors described in the middle column must be met. If one or more of the findings in the middle column are not found to be true then the application cannot legally be approved. It should be noted, that the following possible findings of fact are solely based upon the information contained in this staff report. Additional information could be presented at the public hearing, which may alter the following findings of fact. If additional information is presented at the public hearing, which alters the findings contained below, the applicable set of findings of fact need to be modified at the meeting to reflect the additional information presented so that the Board may use it as a basis in making a decision on the variance application.

It should be pointed out that the applicants drawing is not to scale and the dimensions are incorrect. According to the plat, the lot is 123 feet deep not 135 feet. Apparently, the City right-of-way is 12 feet wider which makes the front dimensions 12 feet less.

FACTORS	POSSIBLE FINDINGS OF FACT FOR APPROVAL OF THE REQUESTED VARIANCE	POSSIBLE FINDINGS OF FACT FOR DENIAL OF THE REQUESTED VARIANCE
<p><u>Uniqueness</u> <i>(The variance requested arises from such condition that is unique to the property in question, is not ordinarily found in the same zoning district and is not created by an action of the property owner / applicant).</i></p>	<p>The variance requested is unique as the existing garage is already attached to the house and cannot be extended to the side of the property without encroaching on the neighboring property.</p>	<p>The variance is not unique as the applicant is creating the need for the variance through their desire to enlarge an existing garage to the front of the house. It appears from the drawing, that the garage could be enlarged to the rear which would not require a variance.</p>
<p><u>Effects on Adjacent Properties</u> <i>(The granting of the variance will not adversely affect the rights of adjacent property owners or residents.)</i></p>	<p>The variance will only impact the existing property and will not have any impact on adjoining properties as the setback will only affect the applicant property.</p>	<p>Granting the variance 10 feet will significantly violate the "line of sight" of the neighborhood, which is the purpose of the front yard setback. .</p>

<p><b>Hardship</b>  <i>(The strict application of the provisions of these regulations of which the variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.)</i></p>	<p>Denial of the variance will prevent the applicant from being able to adequately store his vehicle and equipment in a properly secure shelter.</p>	<p>The applicant is creating his own hardship by storing the commercial vehicle and equipment at the home and could store them off site.</p>

<p><u>Spirit and Intent of the Zoning Ordinance</u></p> <p><i>(The variance desired will not be opposed to the general spirit and intent of the zoning regulations and will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.)</i></p>	<p>Granting the variance will not cause harm to neighbors or their properties, and thus does not violate the spirit of the ordinance.</p>	<p>Zoning ordinances are in place to maintain the character and quality of a neighborhood, and the City has long established the importance of the front yard "line of sight". The requested variance is for 10 feet which is one third of the required frontyard setback and is a substantial reduction.</p>
<p><u>Minimum Amount / Size of Variance Necessary</u></p> <p><i>(The amount or size of the variance requested is the minimum amount or size needed to achieve the purpose for which the variance is requested.)</i></p>	<p>The variance is the minimum necessary as the proposed garage is designed to fit the applicant's vehicle and business equipment.</p>	<p>The existing two car garage is no smaller than neighboring garages, is typical of the neighborhood and thus does not require expansion.</p>

Case Number: 329 2016-018  
Date Received: 12/9/16  
Fee Paid: 250.00

**CITY OF RAYTOWN**  
**APPLICATION TO BOARD OF ZONING ADJUSTMENT**  
**FILING FEE \$250.00**

1. I hereby apply for:

Appeal from an administrative decision  
 Variance from any specific requirement  
(Specify Section) S0-129

2. Name of Property Owner (as appears on deed): Hollie R. Stebbins and Maria C. Stebbins, husband and wife

3. Phone Number: 913-927-5128

4. Address of Property Owner: 9905 E 79th PLACE  
RAYTOWN, MO. 64138

5. Email: hollie67@ATT.NET

6. Signature of Owner: Hollie R. Stebbins Maria C. Stebbins

7. I appoint the following person as my agent during consideration of my request.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address \_\_\_\_\_

8. The property to which this application applies is located at: 9905 E 79th PLACE RAYTOWN MO. 64138

Approximate Address (If address is currently unassigned): \_\_\_\_\_

9. Deed with Legal Description: (Please attach separate sheet).

*For each of the following questions, please attach additional sheets if necessary.*

10. Please describe what you wish to do that the Zoning Ordinance prohibits: \_\_\_\_\_

I WOULD LIKE TO GET A 10' VARIANCE NORTH  
SO I COULD BUILD AN ADDITION ON MY GARAGE

11. The proposed variance (or exception) would not be contrary to public health, safety and the public interest because: \_\_\_\_\_

THIS IS NOT APPLICABLE TO PUBLIC HEALTH  
SAFETY OR THE PUBLIC INTERESTS BECAUSE IT  
IS JUST A SMALL ADDITION TO HOUSE.

12. The literal enforcement of the zoning regulations will result in the following unnecessary hardships: \_\_\_\_\_

THERE SHOULD BE NO UNNECESSARY  
HARDSHIPS

13. The following condition(s), which were not created by the owner's actions, are unique to this parcel and are not commonly found on parcels used in similar ways:

THIS CONDITION IS NOT UNIQUE AS OTHERS  
HAVE HAD GARAGE ADDITIONS IN RAYTOWN

14. The proposed development or variance would not adversely affect the rights of adjacent property owners because:

THIS WOULD NOT AFFECT  
THE PROPERTY OWNER ON THE EAST BECAUSE  
IT CANT BE SEEN FROM HER HOUSE AND THE  
PERSON ON THE WEST WOULD BE LITTLE AFFECTED  
BECAUSE OF A LARGE TREE WHICH IS ALREADY  
BLOCKING MOST OF VIEW.

15. The proposed development would not be contrary to the general spirit and intent of the zoning ordinance because:

I REALIZE THE NORMAL SETBACK  
FOR PART OF RAYTOWN IS 41' BUT I AM TRYING  
TO MAKE THE BEST USE OF MY LAND AND MAKE  
IMPROVEMENT TO OUR HOME WHICH ALSO IMPROVES  
THE VALUE OF NEIGHBORING HOMES. I AM NOT TRYING  
TO CHANGE THE INTENT OF THE ZONING COMMISSION

16. The variance (or exception) requested is the minimum needed to make possible the reasonable use of the land or structure because:

A NORMAL GARAGE  
IS 24' DEEP SO THIS WOULD BE THE MINIMUM  
VARIANCE NEEDED TO ACCOMPLISH THAT.

I understand that in filing my application with the City of Raytown I am responsible for paying the costs incurred in the processing of my application and agree to pay the City of Raytown for such costs, which include but are not limited to the following:

- Postage
- Published notice in the newspaper

I further understand these costs are estimates. In the event the legal costs exceed the amount paid, payment for the additional charges will be required prior to further departmental action on my case.

**CHECKLIST FOR**  
**BOARD OF ZONING ADJUSTMENT**

Date Completed

\_\_\_\_\_ **APPLICATION FEE AND LEGAL NOTICE FEE TOTALING \$250**

\_\_\_\_\_ **WRITTEN AND SIGNED CERTIFICATION FROM COUNTY TREASURER THAT ALL PROPERTY TAXES FOR THE PARCEL HAVE BEEN PAID IS ATTACHED.**

✓ \_\_\_\_\_ **WRITTEN AND SIGNED CERTIFICATION FROM THE CITY FINANCE DEPARTMENT THAT ALL OCCUPATIONAL LICENSES FOR THE PARCEL ARE CURRENT IS ATTACHED.**

\_\_\_\_\_ **COPY OF DEED WITH EXACT LEGAL DESCRIPTION IS PROVIDED.**

\_\_\_\_\_ **SITE PLAN DEPICTING LAND ASSOCIATED WITH THE REQUEST.**

A sketch plan, drawn to scale, showing the location and exterior dimensions of all existing and proposed structures, yard improvements, landscaping, off street parking areas, driveways, signs, all required setback, and right-of-ways, traffic, pedestrian walks and areas, storm water drainage facilities and exterior lighting fixtures in relation to parcel boundaries and adjacent right-of-ways and location of public utilities.

\_\_\_\_\_ ~~**IF SIGN, DRAWING ILLUSTRATING THE PROPOSED SIGN.**~~

# Raytown, MO



## Legend

- Road
- Address Point
- City Limit
- Parcel
- Tax Parcel
- Condc



1 in. = 26ft.

51.1 0 25.53 51.1 Feet

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

# Raytown, MO



## Legend

- Road
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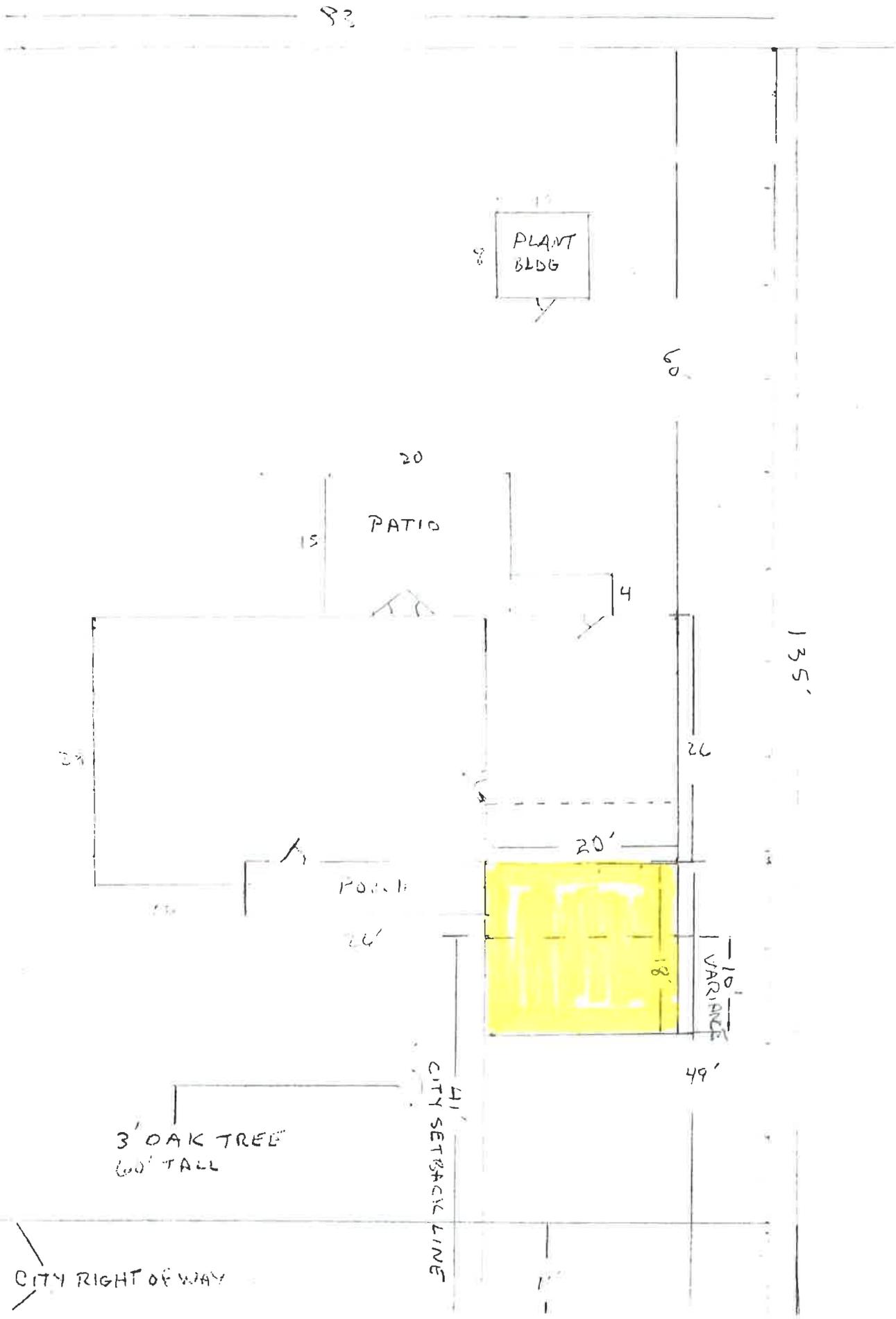
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## Notes

PROPOSED ADDITION  
18' X 20'





# Official Tax Payment Receipt

## Detailed Receipt

Receipt No.:	9842924	Date and time:	12/09/2016 10:24
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Receipt Details					
Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
094540296	2016	022	467.31	0.00	Property Tax Principal
51-340-05-01-00-0-00-000	2016	019	318.21	0.00	A/V Principal-Residential
51-400-01-35-00-0-00-000	2016	048	15.07	0.00	A/V Principal-Agricultural
	2016	048	2,453.51	0.00	A/V Principal- Commercial
	2016	REPL	397.85	0.00	Replacement Tax
51-400-02-27-00-0-00-000	2016	012	141.07	0.00	A/V Principal-Residential

Payer Name and Address Information			
Name	Address	Tender Type	Amount Applied
STEBBINS HOLLIE	9905 E 79TH PL, RAYTOWN, MO 64138	Electronic Check	3,793.02

Owner Name and Address Information				
Parcel No.	Name	Address	Since	To
094540296	STEBBINS HOLLIE	9905 E 79TH PL, RAYTOWN, MO 64138 UNITED STATES	01/01/2008	Current
51-340-05-01-00-0-00-000	STEBBINS HOLLIE R III	9905 E 79TH PL, RAYTOWN, MO 64138 UNITED STATES	09/10/2010	Current
51-400-01-35-00-0-00-000	STEBBINS HOLLIE R III	9905 E 79TH PL, RAYTOWN, MO 64138 UNITED STATES	09/10/2010	Current
51-400-02-27-00-0-00-000	STEBBINS HOLLIE R III	9905 E 79TH PL, RAYTOWN, MO 64138 UNITED STATES	09/10/2010	Current

Distribution to Districts			
Parcel No.	Tax Year	Agency	Amount
094540296	2016	BOARD OF DISABLED SERVICES	3.7896
	2016	CITY - RAYTOWN	27.1795
	2016	FIRE DISTRICT - RAYTOWN	50.0970
	2016	JACKSON COUNTY	25.8033
	2016	MENTAL HEALTH	6.1671
	2016	METRO JUNIOR COLLEGE	12.0107
	2016	MID-CONTINENT LIBRARY	16.1906
	2016	RAYTOWN SCHOOL C-II	324.5315
	2016	STATE BLIND PENSION	1.5405
	2016	BOARD OF DISABLED SERVICES	2.5564
51-340-05-01-00-0-00-000	2016	CITY - KANSAS CITY	55.0984
	2016	JACKSON COUNTY	17.4066
	2016	MENTAL HEALTH	4.1603
	2016	METRO JUNIOR COLLEGE	8.1023
	2016	MID-CONTINENT LIBRARY	10.9220
	2016	RAYTOWN SCHOOL C-II	218.9248
	2016	STATE BLIND PENSION	1.0392
	2016	BOARD OF DISABLED SERVICES	20.5578
	2016	CITY - KANSAS CITY	443.0793
	2016	JACKSON COUNTY	139.9768
51-400-01-35-00-0-00-000	2016	LEES SUMMIT SCHOOL R-VII	1670.1683
	2016	MENTAL HEALTH	33.4551
	2016	METRO JUNIOR COLLEGE	65.1554
	2016	MID-CONTINENT LIBRARY	87.8304
	2016	REPLACEMENT TAX	397.8500
	2016	STATE BLIND PENSION	8.3569
	2016	BOARD OF DISABLED SERVICES	1.1048
	2016	CITY - KANSAS CITY	23.8108
	2016	HICKMAN MILLS SCHOOL C-1	98.1638
	2016	JACKSON COUNTY	7.5223

2016	MENTAL HEALTH	1.7979
2016	METRO JUNIOR COLLEGE	3.5014
2016	MID-CONTINENT LIBRARY	4.7199
2016	STATE BLIND PENSION	0.4491

Motor Vehicles										
Parcel No.	Tax Year	Type	Make	Model	Series	Model Year	Item ID	Plate No.	Name on Title 1	Name on Title 2
094540296	2016	TRAILER	UTILITY	TRAILER	12FT	2005	17XFP121151050245		STEBBINS HOLLIE	
	2016	TRAILER	UTILITY	TRAILER	18FT	2003	17XFP182X31034267		STEBBINS HOLLIE	
	2016	TRUCK	FORD	F150	1/2T FS 4WD	1999	1FTRX18W0XKB40727		HOLLIE R STEBBINS	
	2016	TRUCK	FORD	F250	REG CAB 4WD XL	2008	1FTSWZ1R98ED25549			

Real Estate Legal Descriptions		
Parcel No.	Legal Line	Line No.
51-340-05-01-00-00-000	SEC-22 TWP-48 RNG-32---TH PT SW 1/4 SE 1/4 DAF: BEG A PT OF INTERSEC OF S LI SE 1/4 & WLY LI OF CHICAGO ROCK ISLAND & PAC RAILROAD TH W ALG S LI SE 1/4 478' MOL TO SLY ROW LI BRICKYARD RD TH NELY ALG SLY ROW LI & ALG A CURVE TO RI 133.59' TH N 77 DEG 29 MIN 59 SEC E ALG SLY ROW LI 185.06' TH NELY ALG A CURVE TO LF 100' TH N 50 DEG 51 MIN E ALG SLY ROW LI 114.33' TO W LI SD RAILROAD TH S 11 DEG 22 MIN 58 SEC W ALG W LI RR 280.58' TO POB (BEING PT OF TR 2 AS SHOWN CERT SUR T30 PG-5)	1
		2
		3
51-400-01-35-00-00-000	SEC-27 TWP-48 RNG-32---TH PT NE 1/4 DAF: BEG NW COR NE 1/4 TH S TO S ROW LI BRICKYARD RD & TRUE POB TH S 84 DEG 01 MIN 57 SEC E ALG S ROW LI BRICKYARD 534' MOL TH NELY ALG A CURVE TO LF 158.41' TO N LI NE 1/4 TH E ALG N LI NE 1/4 478' MOL TO W LI CHICAGO ROCK ISLAND & PAC RR TH S 11 DEG 24 MIN 58 SEC W ALG SD W LI 64.52' TH SWLY ALG SD W LI RR & ALG CURVE TO LF 843.10' TH S 82 DEG 45 MIN 47 SEC E 50' TH CONT ALG W LI RR S 06 DEG 46 MIN 06 SEC W 1270.72' TH SWLY ALG W LI RR & ALG A CURVE TO RI 518.98' TH N 86 DEG 15 MIN 50 SEC W 103.03' TH NELY ALG A CURVE TO LF 524.73' TH N 06 DEG 44 MIN 58 SEC E 263.54' TH N 86 DEG 19 MIN 31 SEC W 909.35' TH N 02 DEG 10 MIN 21 SEC E 537.47' TH S 86 DEG 33 MIN 09 SEC E 65' TH N 02 DEG 10 MIN 21 SEC E 499.81' TH N 86 DEG 23 MIN 11 SEC W 65' TO W LI NE 1/4 TH N ALG SD W LI NE 1/4 801' MOL TO TRUE POB (BEING PT TR 2 AS SHOWN CERT SUR T30 PG-5)	1
		2
		3
		4
		5
51-400-02-27-00-00-000	SEC-27 TWP-48 RNG-32---TH PT NW 1/4 DAF: BEG NE COR NW 1/4 TH N 86 DEG 14 MIN 43 SEC W 195.48' TH S 02 DEG 10 MIN 21 SEC W 8.94' TO PT ON S ROW LI BRICKYARD RD & TRUE POB TH S 86 DEG 14 MIN 43 SEC E ALG SD S ROW LI 201' MOL TO E LI NW 1/4 TH S ALG E LI NW 1/4 801' MOL TH N 86 DEG 23 MIN 11 SEC W 195.47' TH N 02 DEG 10 MIN 21 SEC E 809.51' TO TRUE POB (BEING PT TR 2 AS SHOWN CERT SUR T30 PG-5)	1
		2

Transaction #: 1190899  
 Time Stamp: 12/9/2016 10:24:25 AM

**Payment Information**

Name:	hollie R stebbins
Address:	9905 e 79th place, raytown, MO 64138
Confirmation e-mail:	hollie67@att.net
Phone Number:	913-927-5128
Checking Account Number:	*****4955
Routing Transit Number:	*****0019

**Tax Payments Selected**

Account Number	Property Address	Tax Year	Payment Option	Amount Due	Account Pay Amount
094540296	9905 E 79TH PL , RAYTOWN, MO 64138	2016	1	467.31	467.31
51-400-01-35-00-00-000	12400 BRICKYARD RD , KANSAS CITY, MO 64138	2016	1	2,866.43	2,866.43
51-340-05-01-00-00-000	12709 BRICKYARD RD , KANSAS CITY, MO 64138	2016	1	318.21	318.21
51-400-02-27-00-00-000	NO ADDRESS ASSIGNED BY CITY , KANSAS CITY, MO 64138	2016	1	141.07	141.07

**Subtotal:** \$3,793.02

**E-Check Service Fee (\$0.40):** \$0.40

**Grand Total (E-Check):** \$3,793.42

\*Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

**Note:** If this payment fails to clear your financial institution, interest, penalties and fees may be assessed. Please verify with your financial institution that this payment has cleared.

**REMINDER:** Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel\(s\)](#)

Return To:  
Document Management  
Quicken Loans Inc.  
1050 Woodward Ave  
Detroit, MI 48226-1906

Lender address located on page 2  
Trustee address located on page 2  
Full Legal Description located on page 16

60357004

[Space Above This Line For Recording Data]

3341620256

## DEED OF TRUST

MIN 100039033416202566

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 15, 2015, together with all Riders to this document.

(B) "Borrower" is Hollie R. Stebbins and Maria C. Stebbins, husband and wife

whose address is 9905 E 79th P1 . Raytown, MO 64138-1907

Borrower is the trustor under this Security Instrument.

MISSOURI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3026 1/01

VMP-6A(MO) (1302).00 3156805724

Page 1 of 15

Initials: \_\_\_\_\_

VMP Mortgage Solutions, Inc.



q03341620256 0233 337 0115

(C) "Lender" is Quicken Loans Inc.

Lender is a Corporation organized and existing under the laws of the State of Michigan  
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is Martin Leigh & Laws

Trustee's address is 900 Peck's Plaza, 1044 Main St, Kansas City, MO 64105

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary 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.

(F) "Note" means the promissory note signed by Borrower and dated June 15, 2015  
The Note states that Borrower owes Lender One Hundred One Thousand Two Hundred and 00/100 Dollars (U.S. \$ 101,200.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2045

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

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

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

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

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

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

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

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

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

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



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

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the

County of Jackson ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 45-840-10-02-00-0-00-000 which currently has the address of  
9905 E 79th P1 [Street]  
Raytown [City] , Missouri 64138 [Zip Code]  
("Property Address"):

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



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

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

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

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and



assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.



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

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

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

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

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



the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



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

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

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. 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.

**24. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Lease of the Property.** Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

**26. Homestead Exemption.** Borrower hereby waives all homestead exemptions in the Property to which Borrowers would otherwise be entitled under Applicable Law.



27. Notice. Oral agreements or commitments to loan money, extend credit or to forebear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (Borrower(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

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

Witnesses:

\_\_\_\_\_

\_\_\_\_\_ 06/15/2015 (Seal)  
Hollie R. Stebbins -Borrower

\_\_\_\_\_

\_\_\_\_\_ 06/15/2015 (Seal)  
Maria C. Stebbins -Borrower

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



STATE OF MISSOURI, Jackson

County ss:

On this 15th day of June, 2015, before me personally appeared Hollie R. Stebbins and Maria C. Stebbins, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Jackson and State aforesaid, the day and year first above written.

My Term Expires:

\_\_\_\_\_  
Notary Public

Loan origination organization Quicken Loans Inc.  
NMLS ID 3030  
Loan originator David Darr  
NMLS ID 1107154

MISSOURI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Initials: \_\_\_\_\_

Form 3026 1/01



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(16)

**EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 45-840-10-02-00-0-00-000

Land Situated in the City of Raytown in the County of Jackson in the State of MO

LOT 279, SOUTHWOOD, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

"THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES, WITHOUT WARRANTY AS TO ACCURACY OR COMPLETENESS AND ARE NOT HEREBY INSURED."

Commonly known as: 9905 E 79th Pl, Raytown, MO 64138

### **NOTICE OF PUBLIC HEARING**

Application: Request for a variance to the thirty (30) foot front yard setback requirement in the Low-Density Residential (R-1) Zoning District specified in Section 50-129 of the Code of Ordinances of the City of Raytown to allow for a garage to be expanded into the front yard setback area.

Location: 9905 E 79<sup>th</sup> Place, Raytown, MO 64138

Notice is hereby given that the City of Raytown Board of Zoning Adjustment will hold a public hearing regarding the above-described application on Thursday, January 12, 2017 at 7:00 p.m., at Raytown City Hall located at 10000 East 59<sup>th</sup> Street, Raytown, Missouri.

The public is hereby invited to attend the public hearing and be heard.

Certified for publication this 21st day of December 2016.



**Development & Public Affairs Department**  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6014  
[www.raytown.mo.us](http://www.raytown.mo.us)

December 28, 2016

**Notice of Public Hearing  
to be held by the  
City of Raytown Board of Zoning Adjustment  
On January 12, 2017 at 7:00 pm**

Notice is hereby given that the City of Raytown Board of Zoning Adjustment will hold a public hearing to consider an application for a variance to the thirty (30) foot front yard setback requirement in the Low-Density Residential (R-1) zoning district specified in Section 50-129 of the Code of Ordinances of the City of Raytown. The property to which the variance applies is located at 9905 E 79<sup>th</sup> Place in Raytown, MO and contains a single-family home.

The variance is being requested as the property owner is applying to expand the garage into the front yard, which will violate the front yard setback requirement.

The public hearing before the City of Raytown Board of Zoning Adjustment to consider the proposed application will be held on Thursday, January 12, 2017 at 7:00 p.m. in the Council Chambers at Raytown City Hall located at 10000 East 59<sup>th</sup> Street in Raytown, Missouri. You are invited to attend the public hearing to provide input and / or ask questions regarding the application.

If, prior to the public hearing on this application, you would like additional information regarding this application, you may contact the City of Raytown Development and Public Affairs Department located in Raytown City Hall at 10000 East 59<sup>th</sup> Street, by e-mail at [scottp@raytown.mo.us](mailto:scottp@raytown.mo.us) or by telephone at (816) 737-6059

Sincerely,

Scott Peterson  
Planning and Zoning Coordinator  
Development and Public Affairs Department  
City of Raytown

KERSHNER AARON W  
9908 E 80TH ST  
RAYTOWN, MO 64138

ROHRS LISA D & KENNETH W  
2408 SW WINTERVIEW CRT  
LEES SUMMIT, MO 64081

VANG PAO  
9900 E 80TH ST  
RAYTOWN, MO 64138

GARGOTTA JOE & TONYA  
4025 SE TROTTER DR  
LEES SUMMIT, MO 64082

ALLEN RACHEL I  
9909 E 79TH PL  
RAYTOWN, MO 64138

STEBBINS HOLLIE R  
9905 E 79TH PL  
RAYTOWN, MO 64138

BAKER TREVOR J  
9901 E 79TH PL  
RAYTOWN, MO 64138

ADMIRE CHARLES I & MARJORIE  
9809 E 79TH PL  
RAYTOWN, MO 64138

ECHOLS STEVEN EUGENE SR  
9908 E 79TH PL  
RAYTOWN, MO 64138

COULTER J KEITH & GERRI  
9904 E 79TH PL  
KANSAS CITY, MO 64138-1906

BAGGERLY SHIRLEY M  
9900 E 79TH PL  
RAYTOWN, MO 64138

MCDOWELL PAULA N  
9812 E 79TH PL  
RAYTOWN, MO 64138