



CITY MANAGER'S OFFICE

14

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 13 | Revision Date: 09/29/2025

SECTION 1 | SUMMARY INFORMATION

Date: 11-10-25

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Satisfaction of Mortgage - Jacquelyn Coleman (2411 SW 6TH ST.)

Commission Meeting Date: 12-19-17 CAM #: 17-1463 Item #: CR-2

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: ERICA K. Ext: 6088

Department: Router Name: Ext:

Department Approval (Director/Chief): Name Init Date:

\*Return Document To: DANIELE STEPILO Department: HCD Ext: 4530

\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: LYNN SCHMIDT Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: Route to: CCO Date: 11-6-25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 11/06/25 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: NOV27 Date Received: 11/7/25 Received From: CLO

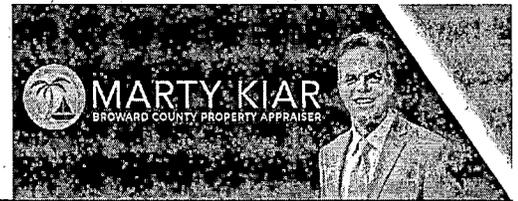
To CM/ACM: R. Williams C. Cooper Y. Matthews B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO HR OMB Other: Date: 11/10/25 Initial: LAPD





**PROPERTY SUMMARY**

<b>Tax Year:</b> 2026	<b>Property Use:</b> 01-01 Single Family	<b>Deputy Appraiser:</b> Residential Department
<b>Property ID:</b> 504208150090	<b>Millage Code:</b> 0312	<b>Appraisers Number:</b> 954-357-6831
<b>Property Owner(s):</b> COLEMAN, JACQUELYN EST	<b>Adj. Bldg. S.F.:</b> 1173	<b>Email:</b> <a href="mailto:realprop@bcpa.net">realprop@bcpa.net</a>
<b>Mailing Address:</b> 2411 SW 6 ST FORT LAUDERDALE, FL 33312-2210	<b>Bldg Under Air S.F.:</b> 1066	<b>Zoning :</b> RS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM DENSITY
<b>Property Address:</b> 2411 SW 6 STREET FORT LAUDERDALE, 33312-2210	<b>Effective Year:</b> 1973	<b>Abbr. Legal Des.:</b> TOWER PARK SUB 46-49 B LOT 8
	<b>Year Built:</b> 1958	
	<b>Units/Beds/Baths:</b> 1 / /	

**PROPERTY ASSESSMENT**

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2026	\$18,000	\$205,690	0	\$223,690	\$223,690	
2025	\$18,000	\$205,690	0	\$223,690	\$223,690	
2024	\$18,000	\$190,310	0	\$208,310	\$49,550	\$863.40

**EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$223,690	\$223,690	\$223,690	\$223,690
Portability	0	0	0	0
Assessed / SOH	\$223,690	\$223,690	\$223,690	\$223,690
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$223,690	\$223,690	\$223,690	\$223,690

**SALES HISTORY FOR THIS PARCEL**

Date	Type	Price	Book/Page or Cin
05/12/1995	Warranty Deed	\$59,000	23546 / 894
09/01/1976	Warranty Deed	\$31,000	6730 / 419
03/01/1972	Warranty Deed	\$25,000	

**LAND CALCULATIONS**

Unit Price	Units	Type
\$3.00	6,000	Square Foot
	SqFt	Foot

**RECENT SALES IN THIS SUBDIVISION**

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
504208150190	03/14/2023	Warranty Deed	Qualified Sale	\$360,000	118751026	2411 SW 5 PL FORT LAUDERDALE, FL 33312
504208150100	12/20/2021	Warranty Deed	Qualified Sale	\$204,000	117826138	2421 SW 6 ST FORT LAUDERDALE, FL 33312
504208150130	09/02/2021	Warranty Deed	Disqualified Sale	\$288,700	117570291	2440 SW 5 PL FORT LAUDERDALE, FL 33312
504208150130	09/02/2021	Warranty Deed	Qualified Sale	\$245,000	117570178	2440 SW 5 PL FORT LAUDERDALE, FL 33312
504208150130	05/18/2021	Quit Claim Deed	Disqualified Sale	\$11,000	117286039	2440 SW 5 PL FORT LAUDERDALE, FL 33312

### SPECIAL ASSESSMENTS

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Ft Lauderdale Fire- rescue (03)						FT Laud Stormwater Cat I (F1)		
Residential (R)								
1						1.00		

### SCHOOL

**Riverland Elementary  
School: B**  
**New River Middle School:  
C**  
**Stranahan High School: B**

### ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	8	Robert McKinzie	20	Sheila Cherfilus-McCormick
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
99	Daryl Campbell	32	Rosalind Osgood	Sarah Leonardi

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Erica Keiper, Senior Legal Assistant  
**From:** Danielle Sterling, Housing & Community Development  
**Date:** October 27, 2025  
**Subject:** Satisfaction of Mortgage – Jacquelyn Coleman (Deceased)- 2411  
SW 6 Street, Fort Lauderdale, FL 33312

Attached please find a copy of:

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- Copy of Recorded 2<sup>nd</sup> Mortgage
- Copy of Promissory Note
- Copy of Modification of Mortgage
- Copy of Participation Agreement
- Copy of Death Certificate
- Copy of CAM #14-0411- Delegating Authority
- Copy of Resolution 17-282, CAM 17-1463 with action summary

Jacquelyn Coleman has completed the terms of her **Housing Rehabilitation Program agreement**, which was in effect from **August 13, 2003, to August 13, 2023** (20 years). Although there was a **modification of mortgage**, I was unable to locate the **final inspection or certificate of occupancy**, as this project predates our time with the department.

Please prepare Satisfaction of Mortgage for release of lien from the property. Kindly return Satisfaction to our office for recording.

Thank you.

THIS DOCUMENT HAS A LIGHT-BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2024198870

DATE ISSUED: SEPTEMBER 16, 2025

DECEDENT INFORMATION

DATE FILED: NOVEMBER 20, 2024

NAME: JACQUELYN COLEMAN

DATE OF DEATH: NOVEMBER 5, 2024

SEX: FEMALE

AGE: 076 YEARS

DATE OF BIRTH: [REDACTED]

SSN: [REDACTED]

BIRTHPLACE: FORT LAUDERDALE, FLORIDA, UNITED STATES

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: BROWARD HEALTH MEDICAL CENTER

LOCATION OF DEATH: FORT LAUDERDALE, BROWARD COUNTY, 33316

RESIDENCE: [REDACTED]

COUNTY: BROWARD

OCCUPATION, INDUSTRY: UNKNOWN, UNKNOWN

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: BLACK OR AFRICAN AMERICAN

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: DIVORCED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: [REDACTED]

MOTHER'S/PARENT'S NAME: [REDACTED]

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: [REDACTED]

RELATIONSHIP TO DECEDENT: [REDACTED]

INFORMANT'S ADDRESS: [REDACTED]

FUNERAL DIRECTOR/LICENSE NUMBER: PEGGY JOHNSON-RAHMING, F043590

FUNERAL FACILITY: ANTHONY MANUEL FUNERAL HOME F563605  
2328 N DIXIE HIGHWAY, HOLLYWOOD, FLORIDA 33020

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: WEST LAWN CEMETERY  
DANIA BEACH, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 1949

DATE CERTIFIED: NOVEMBER 20, 2024

CERTIFIER'S NAME: AMER ZEIZOUN

CERTIFIER'S LICENSE NUMBER: ME151827

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.

*Ken Jones*

, STATE REGISTRAR

REQ: 2028263330

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.

WARNING:



DH FORM 1946 (08/01/2022)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:

Lynn Solomon, Esquire  
City of Fort Lauderdale  
1 East Broward Blvd., Ste. 1320  
Fort Lauderdale, FL 33301

**SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Substantial Rehabilitation/Replacement Program Mortgage given by **Jacquelyn Coleman**, a single woman (hereinafter "Mortgagor"), dated August 13, 2003 and recorded August 25, 2003 in Official Records Book 35889, Page 1300, as modified by the Modification of Mortgage and Promissory Note dated December 29, 2004 and recorded January 13, 2005 in Official Records Book 38879, Page 92, of the Public Records of Broward County, Florida, given to secure the sum of **Thirty-Five Thousand and Seven Dollars and 85/100 (\$35,007.85)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 8, in TOWER PARK SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 46, at Page 49, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

Property Address: 2411 SW 6<sup>th</sup> Street,  
Fort Lauderdale, FL 33312

Mortgagor has satisfied all conditions of the Agreement and Mortgagee does hereby acknowledge satisfaction and discharge of said Second Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

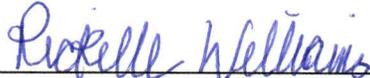
IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 12<sup>th</sup> day of November, 2025.

WITNESSES:

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE STATE  
OF FLORIDA**



Witness #1 Name [Signature]



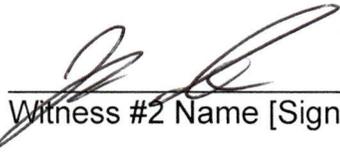
Rickelle Williams, City Manager

Melissa Mata

Witness #1 Name [Printed]

101 NE 3<sup>rd</sup> Ave., Ste 2100  
Fort Lauderdale, FL 33301

Witness #1 Address



Witness #2 Name [Signature]

JORDAN WINGATE

Witness #2 Name [Printed]

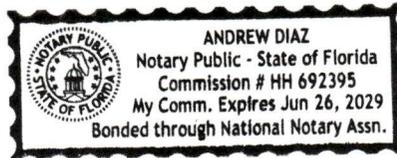
101 NE 3<sup>rd</sup> Ave., Ste 2100  
Fort Lauderdale, FL 33301

Witness #2 Address

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of November, 2025, by Rickelle Williams, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Andrew Diaz  
Notary Public, State of Florida



Andrew Diaz  
Name of Notary Typed, Printed or Stamped

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon  
Lynn Solomon, Assistant City Attorney

PREPARED BY AND RETURN TO:  
DENNIS LYLES, ESQ.  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

INSTR # 103242237  
OR BK 35889 Pages 1300 - 1310  
RECORDED 08/25/03 14:21:19  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$107.45  
DEPUTY CLERK 1033  
#1, 11 Pages

Space Reserved for Recording Information

**CITY OF FORT LAUDERDALE  
RESIDENTIAL REHABILITATION PROGRAM MORTGAGE**

THIS MORTGAGE entered into on this 13<sup>th</sup> day of AUGUST, 2003, between, Jacquelyn Coleman, a single woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 2411 SW 6 Street, in the City of Fort Lauderdale, Broward County, Florida, and the City of Fort Lauderdale, Florida, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Thirty Thousand Six Hundred Sixty Three & 95/100 Dollars (\$30,663.95), with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is attached hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in Broward County, Florida, more particularly described as follows:

Lot 8, in TOWER PARK SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 46, at Page 49, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Subject To:

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now on hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquaintances therefore, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage as follows:

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposes on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a residential Rehabilitation Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Housing Improvement Loan Agreement (Residential Rehabilitation) made and entered into between the Mortgagor and Mortgagee on February 26, 2003 hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference, to or on the mortgaged property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued at any time for any reason, other than strikes, loci-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the mortgaged property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

4. The Improvements and all plans and specifications therefore shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful governmental authorities, and upon their completion, shall comply therewith and with such ordinances, rules and regulations having jurisdiction over the Mortgaged property.

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject,

as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be effected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

(b) In the event of loss or damage to the mortgaged property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note, without the payment of penalties or premiums.

9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest, if any, and other charges, as provided in the Note, the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note, except any payment for which a different rate of interest is specified in the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.

11. The principal amount owing on the Note together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.

(e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate or the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, shall furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, a statement of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

16. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, occurs.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.

19. The Mortgagor shall not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized, in fee simple title, of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and shall warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage

22. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to or for the benefit of the Mortgagors, or their heirs, personal representatives, or assigns, for the term of indebtedness under the Agreement, Promissory Note and Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale Housing Rehabilitation Program, together with interest thereon, if any, and any and all disbursements made by the

Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.

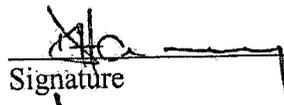
23. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The work "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. wherever uses herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

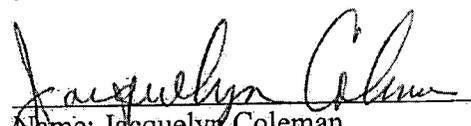
  
Signature

BARRY FEIN  
Print Name

  
Signature

DAVID HARVEY  
Print Name

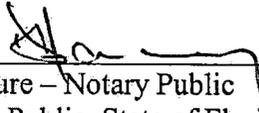
MORTGAGOR:

  
Name: Jacquelyn Coleman  
Address: 2411 SW 6 Street  
Fort Lauderdale, FL

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 13<sup>R</sup> day of AUGUST,  
2003 by Jacquelyn Coleman, who has produced FDL# C455-420-48-512-0 as  
identification and did not take an oath.

(SEAL)

  
\_\_\_\_\_  
Signature - Notary Public  
Notary Public, State of Florida

DAVID HARVEY  
\_\_\_\_\_  
Name of Notary Typed, Printed  
or Stamped

This instrument prepared by:  
Dennis Lyles, Esq.  
Office of the City Attorney  
P.O. Box 14250  
Fort Lauderdale, FL 33302

CITY OF FORT LAUDERDALE  
HOUSING IMPROVEMENT PROGRAM PROMISSORY NOTE  
(RESIDENTIAL REHABILITATION)  
(Deferred Payment)

AMOUNT: \$30,663.95

CASE NO: RS 02-036

NAME: Jacquelyn Coleman

PLACE: 2411 SW 6 Street

ACCOUNT NO.:

DATE: AUGUST 13<sup>th</sup>, 2003

FOR VALUE RECEIVED, the undersigned (referred to as "Maker") jointly and severally promise to pay to the order of the CITY OF FORT LAUDERDALE, FLORIDA (referred to as the "City"), or its successors in interest, the principal amount of Thirty Thousand Six Hundred Sixty Three & 95/100 Dollars, (\$30,663.95). Payment on the principal amount of this Note is deferred and without interest thereon for a period of twenty (20) years.

Payment of the entire principal amount, or such part of the principal amount as has not been forgiven, is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to heirs of the estate of the Maker; or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage; then the entire unpaid principal amount and accrued interest, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Owner-Occupied Housing Rehabilitation Program Loan Agreement (referred to as "Agreement") and Mortgage executed simultaneously with this Note by reference. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of such default until paid. Failure of the city to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The deferred payment on the principal amount of this Note is to be made in lawful money of the United States paid at:

CITY OF FORT LAUDERDALE  
FINANCE DEPARTMENT  
P.O. BOX 14250  
FORT LAUDERDALE, FL 33302

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term of twenty (20) years, this Note will not accrue interest. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

This Note is secured by a Mortgage on real estate, of even date herewith, for a residential rehabilitation loan, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at 2411 SW 6 Street, Fort Lauderdale, Florida, as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

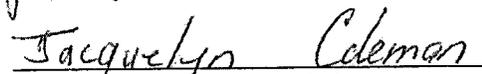
The undersigned Maker hereby waives demand, protest and notice of demand and protest are hereby waived, and the undersigned Maker hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the terms "City", and "Maker" shall be construed in the singular or plural as the context may require or admit as of its date.

IN WITNESS WHEREOF, this Note has been duly executed by the Maker, as of its date.

MAKER:

  
Signature

  
Print Name: Jacquelyn Coleman  
Address: 2411 SW 6 Street  
Ft. Lauderdale, FL

MAKER:

\_\_\_\_\_  
Signature

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

Address:

Ft. Lauderdale, FL

PREPARED BY AND RETURN TO:  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302

INSTR # 104643536  
OR BK, 38879 Pages 92 - 93  
RECORDED 01/13/05 14:49:17  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$15.40  
DEPUTY CLERK 2085  
#1, 2 Pages

Space Reserved For Recording Information

**CITY OF FORT LAUDERDALE  
HOUSING REHABILITATION PROGRAM**

**MODIFICATION OF MORTGAGE AND PROMISSORY NOTE**

ORIGINAL AMOUNT:	\$30,663.95
MODIFICATION: (without recording costs)	\$ 4,310.00
<u>RECORDING COSTS:</u>	<u>\$ 33.90</u>
NEW NOTE & MORTGAGE:	\$35,007.85

THIS MODIFICATION OF Residential Rehabilitation Mortgage and Promissory Note made this 29 day of December, 2004, by and between Jacquelyn Coleman, hereinafter called "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

WITNESSETH:

WHEREAS, on August 13, 2003, Mortgagor executed and delivered unto Mortgagee a Housing Rehabilitation Program Promissory Note, hereinafter "Note", in the amount of \$30,663.95, together with a Residential Rehabilitation Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 35889 at Page 1300 of the Public Records of Broward County, Florida, securing payment of the indebtedness evidenced by said Note and encumbering real property legally described as follows:

Lot 8, in TOWER PARK SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 46, Page 49, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has utilized \$35,007.85, and the parties desire to modify the Note and Mortgage accordingly; and

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties, hereto, Mortgagor and Mortgagee covenant and agree as follows:

(2)

1. That the aforementioned Mortgage and Note are both modified as follows:

A. The indebtedness secured by this Mortgage is hereby modified to be in the principal amount of \$35,007.85.

2. The Note is hereby modified to be in the principal amount of \$35,007.85.

3. When the terms and provisions contained in the aforementioned Mortgage and Note, in any way conflict with the terms and provisions contained in this Modification of Residential Rehabilitation Mortgage and Note, the terms and provisions herein contained shall prevail, and as modified herein. The aforementioned Mortgage and Note are hereby ratified and confirmed.

4. This Modification of Mortgage and Note shall be binding on the heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, this Modification of Mortgage and Note has been duly signed and sealed by the parties.

WITNESSES:

Signature

Print or Type Name

Signature

Print or Type Name

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 29 day of December, 2004 by Jacquelyn Coleman, who is/are personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(SEAL)

MORTGAGOR:

Jacquelyn Coleman

Signature

Address: 2411 SW 6 Street  
Fort Lauderdale, Florida 33311

Signature

Address:

Fort Lauderdale, Florida

Notary Public, State of Florida

