



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

12

Today's Date: 5.14.24

DOCUMENT TITLE: SATISFACTION OF MORTGAGE for Benny and Andrea Amos (1740 NW 68th Court, Fort Lauderdale, FL)

COMM. MTG. DATE: 12/19/2017 CAM #: 17-1463 ITEM #: CR-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Erica K./xt. 6088 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 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, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HCD Router Name/Ext: ANGELLA/EXT4523 # of originals routed: 1 Date to CAO: 2/28/24

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 5/14/24 PATRICIA SAINTVIL-JOSEPH
Attorney's Name

PS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 05/15/24

4) City Manager's Office: CMO LOG #: MAY 30 Document received from: CCO 5/21/24

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)
S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 5/15/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 1 originals to: Angella W./EXT4523

Attach ___ certified Reso # _____ YES NO

Original Route form to Erica K./ 6088

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:
Patricia SaintVil-Joseph, Esquire
City of Fort Lauderdale
1 East Broward Blvd., Ste. 1605
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 **Benny L. Amos** and **Andrea P. Amos**, husband and wife (hereinafter "Mortgagor"), dated July 2, 2008, and recorded November 5, 2008 in the Official Records Book 45793 of Broward County, Pages 663-671, as modified by the Modification and Promissory dated July 27, 2009, and recorded August 18, 2009 at Official Records Book 46461, Pages 1658-1659, of the Public Records of Broward County, Florida, given to secure the sum of **Forty-Eight Thousand Two Hundred Ninety-Six Dollars and 01/100 Cents (\$48,296.01)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 9, in Block 5, of LAKE AIRE ESTATES, according to the Plat thereof, as recorded in Plat Book 54, Page 15, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Property Address: 1740 NW 26th Terrace,
Fort Lauderdale, FL 33311


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 15th day of May, 2024.

WITNESSES:


Witness #1 Name [Signature]


Susan Grant, Acting City Manager

Kayla Weinberg
Witness #1 Name [Printed]

101 NE 3rd Ave Suite 2100
Fort Lauderdale, FL 33301
Witness #1 Address

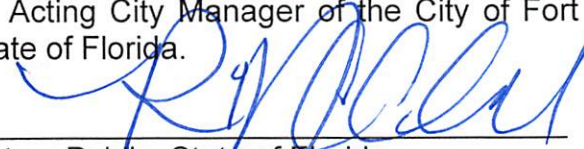

Witness #2 Name [Signature]

Donna Varisco
Witness #2 Name [Printed]

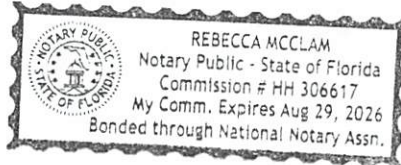
101 NE 3rd Ave
Fort Lauderdale, FL 33301
Witness #2 Address

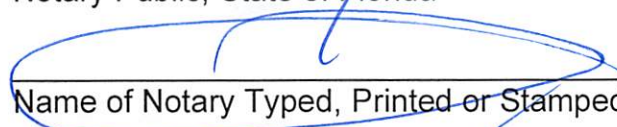
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of May, 2024, by Susan Grant, as Acting City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.



Notary Public, State of Florida





Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney



Patricia Saint-Vil-Joseph, Assistant City Attorney

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-2 17-1463 Resolution Authorizing the City Manager to Sign Federal and State Agreements and Documents Relating to Entitlement Programs

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-3 17-1448 Resolution to Authorize the City Manager to Execute an Easement with Florida Power & Light Company

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-4 17-1005 Resolution of the City Commission of the City of Fort Lauderdale, Florida, Amending Resolution Nos. 16-192, 16-206, and 17-136 to Extend the Term of the Innovative Development (ID) District Advisory Committee and the Terms of the ID District Advisory Committee Members, and Providing for an Effective Date

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-5 17-1238 Resolution Adopting the Third Amended and Restated Interlocal Agreement for Public School Facility Planning

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-6 17-1440 Resolution Authorizing Affordable Housing Funding Request and Authority to Sign the Local Government Contribution Loan Form and Execute Loan Documents for Sailboat Bend Apartments II - \$783,250

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-7 17-1449 Resolution to Amend the Adopted Fiscal Year 2018 Nuisance Abatement Roll

ADOPTED

RESOLUTION NO. 17-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS RELATED TO FEDERAL AND STATE GRANT PROGRAMS ADMINISTERED BY THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF THE CITY OF FORT LAUDERDALE.

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida provides that pursuant to resolution, the execution of certain instruments may be delegated to another person; and

WHEREAS, to facilitate the efficient and timely administration of federal and state grant funds by the Housing and Community Development Division ("HCD") of the City Manager's Office, the City Commission finds that it is in the best interest of the City to delegate authority and designate the City Manager as the proper person to execute certain agreements and documents on behalf of the City of Fort Lauderdale;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Manager is hereby delegated authority to execute and deliver certain agreements and documents in connection with federal and state grant programs such as the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, Housing Opportunities for Persons with HIV/AIDS (HOWPA) and the State Housing Initiatives Partnership Program (SHIP), all as administered by the Housing and Community Development Division, which authority shall include, but not limited to, authorization to execute HUD certifications, funding agreements, participation agreements, any amendments thereto, and satisfaction of mortgages.

SECTION 2. The City Manager's authority is limited to execution of documents and agreements related to programs and awards approved under the Annual Action Plan, and any amendments thereto, by the City Commission.

SECTION 3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED this the 19th day of December, 2017.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JEFFREY A. MODARELLI



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#17-1463

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: December 19, 2017

TITLE: Resolution Authorizing the City Manager to Sign Federal and State Agreements
and Documents Relating to Entitlement Programs

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to sign certain agreements and documents in connection with federal and state grant programs including: participation agreements; mortgage and satisfaction of mortgages and subordination agreements related to the HOME Investment Partnerships, Community Development Block Grant, Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program and State Housing Initiatives Partnership Programs.

Background

To expedite the administration of the federal and state grant funds, the Housing and Community Development Division is requesting that the City Manager be given the authority to sign the aforementioned Federal or State grant program agreements and documents to facilitate the requirements of these programs.

Resource Impact

The federal and state grants will reimburse the City for the funds expended on eligible activities.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 5: Be a community of strong, beautiful, and healthy neighborhoods.
- Option 2: Ensure a range of housing options for current and future neighbors.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are Community*.

Attachment

Exhibit 1- Resolution

Prepared by: Avis A. Wilkinson, Housing Programs Administrator/SHIP
Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development
Manager

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Erica Keiper, Senior Legal Assistant
From: Angella Walsh, Housing & Community Development
Date: April 29, 2024
Subject: Satisfaction of Mortgage – Benny & Andrea Amos- 1740 NW 26 Terrace,
Fort Lauderdale, FL 33311

Attached please find copy of:

- Copy of Modification of Mortgage and Promissory Note
- Copy of Recorded Mortgage
- Copy of Participation Agreement
- Copy of Continuous Residency Affidavit
- Copy of Driver License Benny & Andrea Amos
- Copy of BCPA
- Copy of Resolution 17-282-, CAM 17-1463 with Action Summary

The client satisfied the terms of the agreement, and this loan has been forgiven.

Please prepare a Satisfaction of Mortgage and return it to our office for recording.

Thank you.

/

Attachments



CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Benny Amos, and Andrea Amos, husband and wife who under oath states as follows:

1. We have been and are still the owner and occupants of the following described property ("Property") which has been and remain our principal residence since entering into Rehabilitation Assistance Program with the City of Fort Lauderdale.

Legal Description: Lot 9, in Block 5, of LAKE AIRE ESTATES, according to the Plat thereof as recorded in Plat Book 54, Page 15 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County Florida.

Property Address: 1740 N.W 26 Terrace, Fort Lauderdale, FL 33311

2. We have not leased or sold the Property, nor have we transferred ownership of the Property since entering into the (Rehabilitation Program) with the City of Fort Lauderdale.

3. We understand that failure to live up to any of the requirements of the program as described in but not limited to, the City of Fort Lauderdale Rehabilitation Program. We signed for the Rehabilitation Program with the City of Fort Lauderdale, will be considered an event of default and as such will subject us to all remedies available by law and to the City of Fort Lauderdale.

ACKNOWLEDGEMENT: We acknowledge that the information we have deposed to and stated herein is true and accurate and that we are liable to the terms and agreements of the Program we participated in through the City of Fort Lauderdale and to penalties prescribed thereof.

WARNING: The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in penalties as provided for by Federal, State and/or Local laws, which may result in imprisonment.

FURTHER AFFIANT SAYETH NAUGHT. Done this 29 of April, 2024.

Benny Amos
Benny Amos

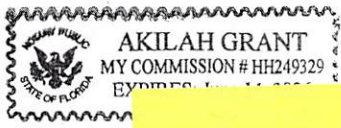
Andrea Amos
Andrea Amos

Address: 1740 N.W 26 Terrace, Fort Lauderdale, FL 33311

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of April, 2024, by Benny Amos and Andrea Amos

Akilah Grant
Signature of Notary Public, State of Florida
Akilah Grant
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification
Type of Identification Produced Florida License



USA

Florida DRIVER LICENSE

CLASS E

IDENTIFICATION NUMBER: A520-072-60-338-0

NAME: JAMES W. WATSON
 ADDRESS: 11740 NW 75th TERRACE
 FT LAUDERDALE, FL 33311-4428
 SEX: M HT: 5'11" WT: 175 LBS
 HAIR: BROWN EYES: BROWN
 HAIR COLOR: NONE EYE COLOR: NONE

SAFE DRIVER
 DL# 091811980
 EXP 07/2019
 CLASS NONE

SIGNATURE: James Watson
 DATE OF BIRTH: 07/23/2019
 EXPIRES: 07/23/2022

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 OPERATIONS OF A MOTOR VEHICLE CONSTITUTE
 A PUBLIC SAFETY SERVICE. OPERATIONS ARE REGULATED BY LAW.




USA

Florida DRIVER LICENSE

CLASS E

IDENTIFICATION NUMBER: A520-003-63-749-0

NAME: ANDREA CARR
 ADDRESS: 11740 NW 75th TERRACE
 FT LAUDERDALE, FL 33311-4428
 SEX: F HT: 5'08" WT: 115 LBS
 HAIR: BROWN EYES: BROWN
 HAIR COLOR: NONE EYE COLOR: NONE

SAFE DRIVER
 DL# 071091983
 EXP 07/2019
 CLASS NONE

SIGNATURE: Andrea Carr
 DATE OF BIRTH: 07/09/1983
 EXPIRES: 07/09/2019

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 OPERATIONS OF A MOTOR VEHICLE CONSTITUTE
 A PUBLIC SAFETY SERVICE. OPERATIONS ARE REGULATED BY LAW.




PREPARED BY AND RETURN TO:
City of Fort Lauderdale
Housing & Community Development
1409 NW 6 Street (Sistrunk Blvd.)
Fort Lauderdale, Florida 33311

INSTR # 108801684
OR BK 46461 Pages 1658 - 1659
RECORDED 08/18/09 14:47.21
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1008
#1, 2 Pages

Space Reserved For Recording Information

**CITY OF FORT LAUDERDALE
SUBSTANTIAL REHABILITATION/REPLACEMENT HOUSING PROGRAM
MODIFICATION OF MORTGAGE AND PROMISSORY NOTE**

ORIGINAL MORTGAGE/NOTE AMT.: \$ 80,000.00
LESS FUNDS NOT UTILIZED: \$ -31,722.49
RECORDING FEES: \$ 18.50
DOC STAMPS \$ 0.00
MODIFICATION: \$ -31,703.99
MODIFIED MORTGAGE/NOTE AMT: \$ 48,296.01

THIS MODIFICATION of Substantial Rehabilitation / Replacement Housing Program Mortgage and Promissory Note made this 27 day of JULY 2009, by and between Benny and Andrea Amos, hereinafter "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee",

WITNESSETH

WHEREAS, on July 2, 2008, Mortgagor executed and delivered unto Mortgagee a Substantial Rehabilitation / Replacement Housing Program Promissory Note, hereinafter "Note", in the amount of \$80,000.00, together with a Substantial Rehabilitation / Replacement Housing Program Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 45793 at Pages 663-671, 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 9, Block 5, of LAKE AIRE ESTATES, according to the Plat thereof, as recorded in Plat Book 54, Page 15, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has not used \$31,703.99 of the full amount of the Note, 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 promissory obligations of the Mortgagor and Mortgagee, the Mortgagor and Mortgagee covenant and agree as follows:

1. That the Note and Mortgage be modified as follows:

A. The indebtedness secured by the Mortgage is hereby modified to be in the principal amount of \$48,296.01.

B. The Note is hereby modified to be in the principal amount of \$48,296.01.

2. 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 Substantial Rehabilitation / Replacement Housing Program 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.

3. 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]
Signature

CLAUDE TRAPER
Print or Type Name

[Signature]
Signature

LARRY SZULICA
Print or Type Name

MORTGAGOR:

[Signature]
Signature

Benny Amos
Print or Type Name
Address: ¹⁷⁰⁹1709 NW 26 Terrace
Fort Lauderdale, Florida

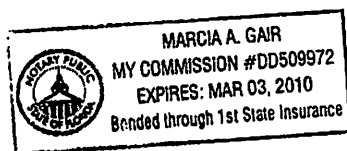
[Signature]
Signature

Andrea Amos
Print or Type Name
Address: ¹⁷⁰⁹1709 NW 26 Terrace
Fort Lauderdale, Florida

STATE OF: Florida
COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 27th day of July, 2009, by Benny and Andrea Amos, who has / have produced Florida Driver License as identification and did not take an oath.

(SEAL)



[Signature]
Notary Public, State of Florida

Marcia A Gair
Name of Notary - Typed / Printed

INSTR # 108237438
OR BK 45793 Pages 663 - 671
RECORDED 11:05:08 14 15 30
BROWARD COUNTY COMMISSION
DOC STMP-M. \$280.00
DEPUTY CLERK 3220
#1, 9 Pages

PREPARED BY AND RETURN TO:

City of Fort Lauderdale
1409 NW 6 Street (Sistrunk Blvd.)
Fort Lauderdale, Florida 33311

Space Reserved for Recording Information

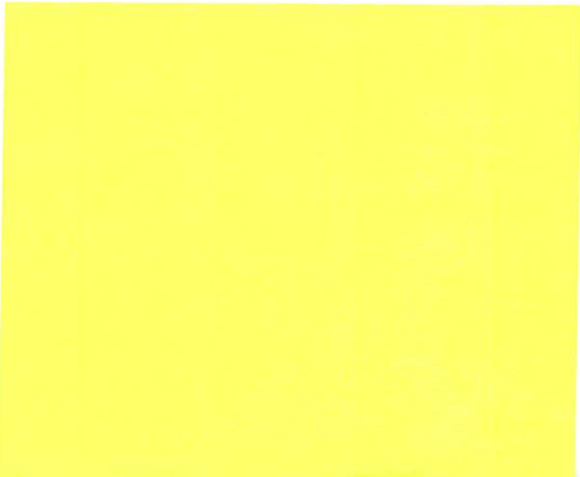
**CITY OF FORT LAUDERDALE
SUBSTANTIAL REHABILITATION / REPLACEMENT PROGRAM MORTGAGE**

THIS MORTGAGE entered into on this 2 day of JULY, 2008, between, Andrea and Benny Amos, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1740 NW 26 Terrace, 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 of State Housing Initiative Program (SHIP) in the principal amount of Eighty Thousand & 0/100 Dollars (\$80,000.00), with soft costs and interest if any, thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Notes, hereinafter called "Notes", and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Notes 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 9, in Block 5, of LAKE AIRE ESTATES, according to the Plat thereof, as recorded in Plat Book 54, Page 15, 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(s), and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note(s) 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(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Substantial Rehabilitation / Replacement Loan evidenced by the Note(s), for the purpose of making the improvements described or referred to in the Participation Agreement (Substantial Rehabilitation / Replacement) made and entered into between the Mortgagor and Mortgagee, 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, lock-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 (s), 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(s), 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(s), interest, if any, and other charges, as provided in the Note(s), 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(s) 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(s) 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 there from 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.

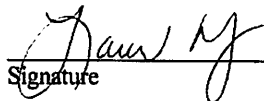
The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale Substantial Rehabilitation / Replacement Program, 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.

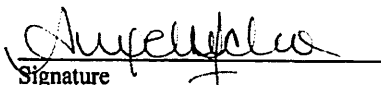
Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.

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.

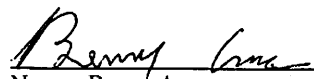
WITNESSES:


Signature
Laura Maldonado
[Witness print or type name]


Signature
Angela Manecha
[Witness print or type name]

MORTGAGOR:


Name: Andrea Amos
Address: 1740 NW 26th Terrace
Ft. Lauderdale, FL 33311


Name: Benny Amos
Address: 1740 NW 26th Terrace
Ft. Lauderdale, FL 33311

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 2nd day of July,
2008 by Denny & Andrea Amos, who has/have
produced (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



[Signature]
Signature - Notary Public
Notary Public, State of Florida

David Harvey
Name of Notary Typed, Printed
or Stamped



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1740 NW 26 TERRACE, FORT LAUDERDALE FL 33311-4426	ID #	4942 32 18 1020
Property Owner	AMOS, BENNY L & ANDREA P	Millage	0312
Mailing Address	1740 NW 26 TER FORT LAUDERDALE FL 33311-4426	Use	01-01
Abbr Legal Description	LAKE AIRE ESTATES 54-15 B LOT 9 BLK 5		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$19,500	\$296,310	\$315,810	\$62,410	
2023	\$19,500	\$296,310	\$315,810	\$60,600	\$1,162.67
2022	\$19,500	\$200,820	\$220,320	\$58,840	\$1,096.65

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$315,810	\$315,810	\$315,810	\$315,810
Portability	0	0	0	0
Assessed/SOH 96	\$62,410	\$62,410	\$62,410	\$62,410
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$12,410	0	\$12,410	\$12,410
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$25,000	\$37,410	\$25,000	\$25,000

Sales History			
Date	Type	Price	Book/Page or CIN
1/17/1995	SWD	\$45,000	23216 / 241
5/1/1988	PRD	\$65,000	15408 / 119
2/1/1962	WD	\$13,000	

Land Calculations		
Price	Factor	Type
\$3.00	6,500	SF
Adj. Bldg. S.F. (Card, Sketch)		1778
Units/Beds/Baths		1/3/2
Eff./Act. Year Built: 1963/1962		

Special Assessments					
Drain	Impr	Safe	Storm	Clean	Misc
			F1		
			1		