

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 Infill Housing Purchase Assistance Program Second Mortgage given by **Antoinette Knowles**, a single person (hereinafter "Mortgagor"), dated March 9, 1999 and recorded December 18, 1999 in the Official Records Book 30110 of Broward County, Page 0628 given to secure the sum of **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 10, Block 6, FORT LAUDERDALE ESTATES FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 80, Page 28, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Property Address: 1431 NW 22nd Court,
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.

{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 9th day of May, 2024.

WITNESSES:


Witness #1 Name [Signature]

Andrew Diaz
Witness #1 Name [Printed]

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


Greg Chavarria, City Manager
Acmg


Witness #2 Name [Signature]

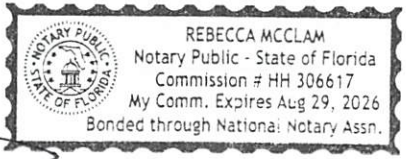
Ashley K. Dixon
Witness #2 Name [Printed]

101 NE 3rd Ave, Suite 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 9th day of May, 2024, by ~~Greg Chavarria~~ ^{Susan Grant} ~~as City Manager~~ ^{acting} of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Handwritten Signature]
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

[Handwritten Signature]
Patricia Saint-Vil-Joseph, Assistant City Attorney

Westminster Academy

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

CONSENT MOTION

Approval of the Consent Agenda

Approve the Consent Agenda

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

CM-1 17-1192

Motion to Approve Event Agreements and Related Road Closings: Trunk or Treat, Halloween Block Party, Light Up Downtown, Velo Sport Gran Fondo, 4th Annual Fort Lauderdale Jingle Bell Jog, and 5K 4kids

APPROVED

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

CM-2 17-1054

Motion Authorizing the Release of Housing Property Liens

Motion 1: APPROVED AS AMENDED - If eligible during the window at any point

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

Motion 2: APPROVED as is

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

CM-3 17-1263

Motion to Approve an Assignment and Assumption of Lease Agreement between 2601 ML Fund, LLC and 2611 East Oakland Park, LLC for Air Rights - 2611 E Oakland Park Boulevard

APPROVED

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

CM-4 17-0871

Motion to Approve Amendment to Interlocal Agreement with the

#17-1054



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission
FROM: Lee R. Feldman, ICMA-CM, City Manager
DATE: October 17, 2017
TITLE: Motion Authorizing the Release of Housing Property Liens

Recommendation

It is recommended that the City Commission approve allowing the satisfaction or settlement of all "forever loans" secured by mortgages in favor of the City of Fort Lauderdale provided the neighbor has resided on the subject property a minimum of fifteen (15) years and can provide satisfactory evidence of residency.

Background

The Housing and Community Development Division administers the Housing Rehabilitation and Purchase Assistance Program for repair of owner-occupied homes and first time homebuyers. Funds are awarded as a deferred loan secured by a soft second mortgage and note for a specific affordability period. The affordability period is the time which the property must be kept affordable to households of a designated income and the neighbor is required to maintain the property as their primary residency. Some projects prior to 2013 did not specify a term thereby leaving the lien on the deferred payment loan for as long as the property owners hold title. Many of the projects have liens that are 20 years old or more which are not enforceable but nonetheless prohibit the neighbors from selling, transferring or mortgaging their properties. Many others that have not reached 20 years yet are affixed to properties that are either less than the mortgage lien or have so little equity in them that it prevents the neighbor from selling the property.

City staff recommends that all requests for satisfaction or settlement of liens neighbor or legal representative on behalf of that neighbor for properties with fifteen years old or older be granted by the City Manager without further authority from the City Commission if the neighbor has resided on the property for fifteen years and has provided supportive documents. This requirement would be consistent with the current practice where the property is secured by a mortgage or note and must be occupied by the neighbor as their primary residency for fifteen years. The neighbor will be required to pay an administrative fee to the City for recording of the mortgage satisfaction in a cash or cashier check.

10/17/2017
CAM # 17-1054

THE UNIVERSITY OF
THE STATE OF NEW YORK
OFFICE OF THE COMPTROLLER
AND GENERAL SERVICES

STATE FUND 0244
STATE FUND 0244
OFFICE OF THE COMPTROLLER
AND GENERAL SERVICES

OFFICE OF THE COMPTROLLER
AND GENERAL SERVICES
STATE FUND 0244
STATE FUND 0244

OFFICE OF THE COMPTROLLER
AND GENERAL SERVICES
STATE FUND 0244
STATE FUND 0244

Resource Impact

There is no fiscal impact.

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*.

Attachments

Exhibit 1 - Letter for 623 NW 13th Terrace, Fort Lauderdale, Florida 33311

Exhibit 2 - Letter for 833 NW 2nd Street, Fort Lauderdale, Florida 33311

Prepared by: Avis A. Wilkinson, Housing Programs 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 26, 2024
Subject: Satisfaction of Mortgage –Antoinette Knowles- 1431 NW 22 Court, Fort Lauderdale, FL 33311

Attached please find copy of:

- Copy of Recorded Mortgage
- Copy of Participation Agreement
- Copy of Promissory Note
- Copy of Continuous Residency Affidavit
- Copy of Driver License
- Copy of BCPA
- Copy of CAM# 17-1054- Motion Authorizing the Release of Housing Property Liens

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

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

Thank you.

/

Attachments

CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Antoinette Knowles, who under oath states as follows:

1. I have been and am still the owner and occupant of the following described property ("Property") which has been and remain my principal residence since entering into a Purchase Assistance Program with the City of Fort Lauderdale.

Legal Description: Lot 10 in Block 6 of FORT LAUDERDALE ESTATES FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 80, Page 28, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Property Address: 1431 N.W 22 Court Fort Lauderdale, FL 33311

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

3. I 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 Purchase Assistance Program. I signed for the Purchase Assistance Program with the City of Fort Lauderdale, will be considered an event of default and as such will subject me to all remedies available by law and to the City of Fort Lauderdale.

ACKNOWLEDGEMENT: I acknowledge that the information I have deposed to and stated herein is true and accurate and that I am liable to the terms and agreements of the Program I 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 1st of April, 2024.

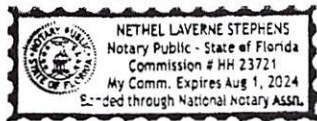
Antoinette Knowles
Antoinette Knowles

Address: 1431 N.W 22 Court, 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 1st day of April, 2024, by Antoinette Knowles

Nethel Stephens
Signature of Notary Public, State of Florida
NETHEL STEPHENS
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification _____
Type of Identification Produced _____

RETURN TO: Lawyers Title Insurance Corporation
1300 Sawgrass Corporate Parkway
Suite 310
Fort Lauderdale, Florida 33323
#9901896

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



INSTR # 99760697
OR BK 30110 PG 0628
RECORDED 12/18/1999 08:08 AM
COMMISSION
BROWARD COUNTY
DOC STMP-M 52.50
DEPUTY CLERK 1008

Space Reserved for Recording Information

INFILL HOUSING PURCHASE ASSISTANCE PROGRAM Second MORTGAGE

THIS MORTGAGE entered into on this 9th day of December, 1999, between Antoinette Knowles, a single woman, hereinafter called "Mortgagor," and the City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33302, hereinafter called "Mortgagee."

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Fifteen Thousand Dollars (\$15,000), with interest, if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note," bearing even date herewith, 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 10, Block 6, FORT LAUDERDALE ESTATES FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 80, Page 28, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

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 or 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 be erected or installed, including, but not limited to, all heating, plumbing, bathroom,

"INTANGIBLE TAX IS NOT REQUIRED PER SECTION 192.003 STATUTES 199.183".

PT PER FLORIDA

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 acquittances therefor, 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, all of which shall not be effective unless and until this Mortgage shall not be junior to any prior purchase money mortgage.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage, but only unless and until this Mortgage shall not be junior to any prior purchase money 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 imposed 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 purchase assistance loan, evidenced by the Note, for the purpose of providing the purchase assistance described or referred to in the Purchase Assistance Program Participation Agreement made and entered into between the Mortgagor and Mortgagee on November 29, 1999, hereinafter referred to as "Agreement," the same being incorporated herein verbatim and made a specific part of this Mortgage by reference.

4. 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, 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.

5. 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.

6. (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 therefor 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 thereunder 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.

7. 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.

8. 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.

9. 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 therefor, as the Mortgagee may in its sole discretion deem necessary.

10. 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, in the manner provided in the Note.

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."

11. 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.

12. (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 of 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.

13. 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.

14. 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.

15. 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.

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

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

18. 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.

19. 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.

20. 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.

21. 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 word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used 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:

MORTGAGOR:

Linda R. Parrish
Linda R. Parrish
[Witness-print or type name]

Antoinette Knowles
ANTOINETTE KNOWLES
Print Name ANTOINETTE KNOWLES
Address _____
Fort Lauderdale, FL

Ana Hernandez
Ana Hernandez
[Witness-print or type name]

Print Name _____
Address _____
Fort Lauderdale, FL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of December, 1999, by Antoinette Knowles, a single woman, who is not personally known to me and has produced a Florida Driver's License as identification and did not take an oath.

(SEAL)

Linda R. Parrish
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Linda R. Parrish
Name of Notary Typed, or Stamped

My Commission Expires:

Commission Number

OFFICIAL NOTARY SEAL LINDA R PARRISH NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC583977 COMMISSION EXP. OCT. 15, 2001

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

PURCHASE ASSISTANCE PROGRAM PROMISSORY NOTE
(Deferred Payment)

AMOUNT: \$15,000 CASE NO.: HA99-50
PROJECT NO.: PLACE: 1431 N.W. 22nd Court
ACCOUNT NO.: DATE: December 9, 1999

FOR VALUE RECEIVED, the undersigned, a single woman, referred to as "Maker") promises to pay to the order of the CITY OF FORT LAUDERDALE (referred to as the "CITY"), or its successors in interest, the principal amount of Fifteen Thousand Dollars (\$15,000). Payment on the principal amount of this Note is deferred and without interest thereon.

Payment of the entire principal amount 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 income eligible 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 Purchase Assistance Program Participation Agreement (referred to as "Agreement") and Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of 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, FLORIDA 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, 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 the costs of such collection, including reasonable attorney's fees, at the trial and appellate levels.

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

The CITY agrees to look solely to the real estate located at 1431 Northwest 22nd Court, 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:

Print Name _____
Address _____
Fort Lauderdale, FL

MAKER:

Antoinette Knowles
ANTOINETTE KNOWLES
1431 N.W. 22nd Ct
Fort Lauderdale, FL

DF:Purastnte1S
10/27/95

CITY OF FORT LAUDERDALE
INFILL HOUSING PURCHASE ASSISTANCE PROGRAM

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT, is entered into on this 29
day of November, 1998, between:

CITY OF FORT LAUDERDALE, FLORIDA, a
municipal corporation organized and
existing under the laws of Florida,
referred to as "City,"

and

Antoinette Knowles, a single woman,
referred to as "Homeowner."

The City Commission, by Motion adopted at its meeting of
July 6, 1994, authorized a new purchase assistance program to provide
down payment assistance for purchasers of new houses in the City.

The City and the Homeowner desire to enter into an
agreement wherein the City will grant a second mortgage to the
Homeowner, subject to certain terms and conditions specified herein.

In consideration of the mutual promises, covenants and
agreements hereinafter described, and other good and valuable
consideration, the receipt and adequacy of which are hereby
acknowledged, the parties agree as follows:

1. Application.

The Homeowner acknowledges and understands that the City,
in granting a mortgage, has materially relied upon the information,
data and certifications provided by the Homeowner in submitting the
Purchase Assistance Program Application, as updated from time to
time, which is incorporated herein verbatim and made a specific part
of this Agreement by reference.

2. Limitation on Residential Property Ownership.

The Homeowner, at the time of entering into this Agreement,
is eligible under the guidelines of the Purchase Assistance Program.

3. Compliance with Local Guidelines.

The Homebuyer acknowledges and understands that the
Property assisted under the City of Fort Lauderdale's Purchase
Assistance Program will be used solely in accordance with the City's
policies and guidelines for the Purchase Assistance Program
("Program"), which are incorporated herein verbatim and made a
specific part of this Agreement by reference.

4. Financing.

The Homebuyer will obtain financing from a Lender for acquisition of the Property legally described as:

Lot 11, Block 6, FORT LAUDERDALE ESTATES FIRST ADDITION, according to the Plat thereof, as Recorded in Plat Book 80, Page 28 of the Public Records of Broward County, Florida.

5. Form of Assistance.

The assistance provided under the terms and conditions of this Agreement is Fifteen Thousand Dollars (\$15,000.00), and the City shall have a lien on the Property, secured by a second mortgage upon the Homebuyer's interest in said Property.

(a) Interest Rate. The interest rate on the principal amount on the loan shall be zero percent (0%) per annum, except in the event of default.

(b) Term of Repayment. The loan shall be deferred so long as the Property remains the principal residence of the Participant. For the purposes of this Agreement, principal residence is defined as residing in the Property at least 9 months of the year. If the Property is no longer the principal residence of the Participant, if the Property is sold, leased or transferred, the entire unpaid principal amount shall become due and payable.

In the case of contract cancellation or any other event of default, the entire unpaid principal amount remaining on the loan shall become immediately due and payable, without notice or demand, and interest at the maximum rate permitted by law shall begin to accrue thereon after thirty (30) calendar days from the date of cancellation or default, as determined by the City.

6. Closing.

The closing for the purchase assistance shall be conducted simultaneously with the closing on private financing being secured by the Homebuyer for the purpose of acquiring or refinancing the housing unit. The closing shall be conducted at the office of the Lender's closing agent, or such other place as may be selected and designated by the City and the Lender. All costs and expenses of the closing that exceed the assistance provided by the City, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Homebuyer. The terms of this Agreement are contingent upon the Homebuyer obtaining such closing within sixty (60) days from the date of this Agreement.

7. Persons Bound.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, assigns and successors in title.

8. Other Encumbrances.

After the closing provided for herein, neither Homeowner nor any heir or successor in interest to the Property shall engage in any financing or other transaction creating any mortgage or other encumbrance upon the Property or the improvements thereon, other than to secure a refinancing of the first mortgage. City agrees to subordinate its second mortgage to a refinanced first mortgage provided that the terms of such new first mortgage come within the City's guidelines for subordination, as determined in advance by the City Manager, who may execute such subordination agreement.

9. Occupancy Provision.

The Homeowner agrees to occupy the Property as a principal residence, and agrees to maintain such residence and grounds in standard condition, and in compliance with all applicable governmental regulations.

10. Inspection.

The Homeowner shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the City or its agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions, and requirements as City may reasonably impose. There will not be inspections during the term of a first insured mortgage.

11. Insurance.

The Homeowner shall obtain and maintain in full force and effect all insurance coverages required by the Lender. This provision will not take effect while there is a first insured mortgage.

12. Default.

The Homeowner acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:

(a) Nonperformance by the Homeowner of any other covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith or hereafter made by the Homeowner with the City in connection with the Program, after the Homeowner has been given due notice by the City of such nonperformance.

(b) Failure of the Homeowner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property or improvements thereon, or any part thereof.

(c) The City's discovery of the Homeowner's failure in the Application to the City from the Homeowner to disclose any fact deemed by the City to be a material fact on the basis of which the City entered into this Agreement, or in any of

the agreements entered into by the City with the Homeowner (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Homeowner), or the City's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homeowner.

(d) Any default as determined by the Lender.

13. In addition to any remedy under this Agreement, the City shall have such other remedies as are available at law or in equity. The exercise or attempted exercise by the City of any right or remedy available under this Agreement shall not preclude the City from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies. Homeowner shall pay any reasonable expenses, including attorneys fees and costs incurred by the City in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of notice as required hereunder. The failure or omission of the City to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of its rights or remedies upon any subsequent default. Before the City shall pursue any of its rights or remedies under this Agreement, the City shall first give Homeowner written notice of the default complained of, which shall be given in such manner as provided for herein.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Handwritten Signature]

Claudia E. Mathe

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By *[Handwritten Signature]*
Mayor

By *[Handwritten Signature]*
City Manager

ATTEST:

[Handwritten Signature]
City Clerk

Approved as to form:

[Handwritten Signature]
Atty. City Attorney

WITNESSES:

Marwa Canal

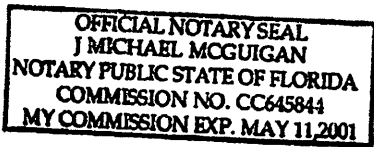
HOMEOWNER:

Antoinette M. Knowles
Antoinette Knowles

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me
this 13th day of July, 1998, by Antoinette Knowles.
She is not personally known to me and has produced a FDL
ID CARD as identification and did not take an oath.

(SEAL)



J. Michael McGuigan
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

J. Michael McGuigan
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 5/11/01

CC645844
Commission Number

DF:fpurastcagr2
5/22/97



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 5.7.24

DOCUMENT TITLE: SATISFACTION OF MORTGAGE for Antoinette Knowles (1431 NW 22nd 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: 5/7/24 PATRICIA SAINTVIL-JOSEPH
Attorney's Name

Initials [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 5/8/2024

4) City Manager's Office: CMO LOG #: MAP3 Document received from: CCO 5/9/24

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: 5/9/24

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