# DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

CITY MANAGER AND/OR MAYOR'S REVIEW	AND SIGNATURE REQUEST COVERSHEET
1) ORIGINATATING OFFICES (Charter/Departm	ent):
Routing Start Date: 4/24/75	☑ Agenda Item □ Non-Agenda
Charter Ofc: CAO Router Name: Erica	
	Ext:
	M #: 17-1463
Document Title:	
Satisfaction of Mortgage- 1041 NW 23rd Te	errace (John Lewis Mackey)
CAM attached:   Yes   No Action Summary attach Capital Investment / Community Improvement Project defined as having improvements to real property (land, buildings, or fixtures) that add value ar Term "real property" include land, real estate, realty or real.	
2) CITY ATTORNEY OFFICE (CAO): Documents	to be signed/routed? ■ Yes □ No
Is the attached Granicus document Final? ■Yes □N	
Attorney's Name: Lynn Solomon Ap	
Continue Routing To: FIN (if applicable) Date:	and then to CCO Date: 10-30-7
3) CITY CLERK OFFICE (CCO): Clerk Initia	ls: WAY # of originals: /
3) CITY CLERK OFFICE (CCO): Clerk Initia Routed to Dept/Charter Ofc.:	Date: 07/01/25
4) CITY MANAGER OFFICE (CMO): Received Fr	rom: CCO Date: Q 2 25 CMO LOG #: 5004
TO ACM/AcACM: □ S. Grant □ A. Fajardo □ B. H	
Comments/Questions	teguis, 4 e. ecope. 2 E. necce Date. 17 12 20
ACM/AcACM Initials: for continuous routin	ng to Manager/Executive Director Rickelle Williams.
CMO Log Out & Forward to CCO, Date:	for continuous routing to the Mayor.
5) MAYOR/CRA CHAIRMAN: Date Receiv	red:Date to CCO:
Please sign as indicated and forward the originals to the attestation and/or seal, if applicable.	e City Clerk's Office for a final processing and review of
6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Dept.: HCD *Name: Angella Walsh	Please retain a scan record copy and forward originals to:
*Please scan the record copy to the City Clerk once review and sign	
Scan Date:Attach certified Resolution #_	☐ Yes ☐ No Original form route to CAO



Space Reserved for Recording Information

PREPARED BY AND RETURN TO: Lynn Solomon, Esquire City of Fort Lauderdale 1 East Broward Blvd., Ste. 1320 Fort Lauderdale, FL 33301

#### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Substantial Rehabilitation/Replacement Program Mortgage given by **John Lewis Mackey**, deceased (hereinafter "Mortgagor"), dated January 4, 2007 and recorded May 11, 2007 in Official Records Book 44023, Page 1856, as modified by the Modification of Mortgage and Promissory Note recorded May 20, 2008 in Official Records Book 45385, Page 253, of the Public Records of Broward County, Florida, given to secure the sum of **Fifty-Six Thousand Seven Hundred Thirty-Five and 15/100 Dollars (\$56,735.15)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 10, in Block 2, of DILLARD PARK ESTATES, according to the Plat thereof, recorded in Plat Book 55, Page 44, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

Property Address:

1041 NW 23<sup>rd</sup> 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 instrument to be fully executed on the 2024: 2025	e CITY OF FORT LAUDERDALE has caused this is,
WITNESSES:	CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
Witness #1 Name [Signature]	Rickelle Welliams, City Manager
Amber Cabrera Witness #1 Name [Printed]	
101NE 319 ALL Fort Landerdal FL 333 Witness #1 Address	<b>と</b> /
Witness #2 Name [Signature]  Andrew Olaz Witness #2 Name [Printed]	
101 NE 3 <sup>rt</sup> Ave., Ste. 2100 Fort Looderdole, F1 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
Notary Public, State of Florida  GINA RIZZUTI-SMITH Commission # HH 607898 Expires October 29, 2028
Name of Notary Typed, Printed or Stamped
Personally KnownOR Produced Identification
Type of Identification Produced
Approved as to form and correctness:
D'Wayne M. Spenee, Interim City Attorney
Lynn Solomon, Assistant City Attorney

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



CITY OF FORT LAUDERDALE
SUBSTANTIAL REHABILITATION / REPLACEMENT PROGRAM PROMISSORY NOTE
(Deferred Payment)

DATE: JANUARY 4 (2007)

CASE NO: RS 06-008

NAME: John L. Mackey

PROJECT: 1041 NW 23 Terrace

FOR VALUE RECEIVED, the undersigned (referred to as "Maker") jointly and severally promise to pay to the order of the CITY OF FORT LAUDERDALE, FLORIDA (referred to as the "City"), or its successors in interest, the principal amount of Fifty Two Thousand Two Hundred Seventy Nine & 67/100 Dollars, (\$52,279.67) of SHIP, HOME and/or CDBG funds. The term of this loan is ten (10) years.

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

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

CITY OF FORT LAUDERDALE FINANCE DEPARTMENT P.O. BOX 14250 FORT LAUDERDALE, FL 33302 The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term of ten (10) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

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

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

The City agrees to look solely to the real estate located at 1041 NW 23 Terrace, 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:

Applicant Signature

John L. Mackey

Applicant Name – Printed or Typed

Co-Applicant Signature

Co-Applicant Name - Printed or Typed

Property Address: 1041 NW 23 Terrace Ft. Lauderdale, FL 33311

### PREPARED BY AND RETURN TO:

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

	INSTR # 107058676  OR BK 4402') Pages 1856 - 1866  RECORDED 951 1/07 16:29/12  BROWARD COUNTY LOWINGS 101  DOC STMP-M. \$150.35  DEPUTY CLERK 1087  #1, 11 Pages	
ļ		

Space Reserved for Recording Information

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

THIS MORTGAGE entered into on this  $\frac{1}{2}$  day of  $\frac{1}{2}$  day of  $\frac{1}{2}$ . 2007, between, John L. Mackey, a single man, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1041 NW 23 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 SHIP, HOME and/or CDBG funds in the principal amount of Fifty Two Thousand Ninety Six & 62/100 Dollars (\$52,096.62), and State Document Stamps of One Hundred Eighty Three & 05/100 (\$183.05) with soft costs and interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is attached hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

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

Lot 10, in Block 2, of DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

Subject To:



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

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

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

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

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

- 1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
- 2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposes on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
- 3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Substantial Rehabilitation /

Replacement Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Loan 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, 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.

- (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be effected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.
- (b) In the event of loss or damage to the mortgaged property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.
- 8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note, without the payment of penalties or premiums.

- 9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest, if any, and other charges, as provided in the Note, the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note, except any payment for which a different rate of interest is specified in the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
- 10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.
- 11. The principal amount owing on the Note together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:
  - (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
  - (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
  - (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.

- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. all the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".
- 12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.
- 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.
- 24. This Mortgage may be subordinated in favor of a lending institution for the purpose of refinancing the existing mortgage debt or obtaining new mortgage debt on the Property. The Mortgagor shall submit to the Mortgagee a written request to subordinate, with supporting documents, including, but not limited to, the identity of the lending institution an its proposed subordination agreement, the amount and interest rate of the new or refinanced mortgage, and an explanation describing the reasons the Mortgagor is refinancing or obtaining a new mortgage. The Mortgagee's Housing and Community Development Manager shall recommend to the City Manager whether to approve the Mortgagee subordinating its Mortgage. The recommendation shall be based on whether such subordination is in the best interest of the Mortgagor and the Mortgagee. Unless other circumstances warrant it, subordination will generally be disapproved if:
  - (a) At least one (1) year has not elapsed from the date of closing.
  - (b) At least two (2) years have not elapsed from the date of the last subordination, if applicable.
  - (c) If a refinance of existing mortgage debt is involved, the new mortgage note is at an interest rate less than two percentage points lower than on the existing mortgage debt and if less than a majority of the cash received by the Mortgagor, if any, will be utilized to improve the Property.

In no event will a subordination be approved if the ratio of the total mortgage debt to the value of the Property (after future construction) exceeds ninety-five percent (95%). The City manager shall have the authority to enter into a subordination agreement on behalf of the Mortgagee.

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:
Jaure Maldonado.  Print Name	Name: John L. Mackey Address: 1041 NW 23 Terrace Fort Lauderdale, FL 33311
The topewer	Name:
18RG	Address:
Print Name	Fort Lauderdale, FL 333
STATE OF: FLORIDA COUNTY OF: BROWARD  The foregoing instrument was acknowledged by 2007 by John L. Mackey, who has/ha identification.	
(SEAL)	Signature – Notary Public Notary Public, State of Florida
DAVID HARVEY MY COMMISSION # DD386006 EXPIRES: February 26, 2009 1300-3-NOTARY FI. Notary Discount Assoc. Ca.	David Harvey Name of Notary Typed, Printed or Stamped

### CITY OF FORT LAUDERDALE SUBSTANTIAL REHABILITATION / REPLACEMENT PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 23 day of March, 2007 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City"

and

John L. Mackey, a single man, hereinafter referred to as "Property Owner"

The City Commission of City, at its meeting of May 1, 1990, by Motion number M-3 institutionalized the policies and guidelines for the City of Fort Lauderdale Substantial Rehabilitation / Replacement Program

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- 1. <u>PURPOSE</u>. The purpose of this Agreement is to establish the guidelines under which the City may loan money to Property Owner for the purpose of owner-occupied substantial rehabilitation / replacement construction. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines.
- 2. <u>SCOPE</u>. The loan proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation / replacement construction and related soft costs for the Property having the address of:

1041 NW 23<sup>rd</sup> Terrace Fort Lauderdale, Florida, and

legally described as:

Lot 10, in Block 2, of DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. (hereinafter "Property")

All rehabilitation / replacement construction and soft costs related to this Project shall be paid in accordance with the items attached hereto.

- 3. <u>FORM OF ASSISTANCE</u>. The amount of the loan shall not exceed \$42,750.75. The monies provided shall be used to pay for the costs set forth in Exhibit A (Contractor's Bid Specification) and in Exhibit B (Soft costs), both of which are attached hereto and made a part hereof. This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction. But the total value of the loan shall not exceed the Program maximum..
- (a) <u>Interest Rate</u>. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 7.
- (b) Term of Repayment. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner, for a ten (10) year period. Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the ten (10) year period. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied and the Property Owner shall be issued a Satisfaction of Mortgage.
- 4. <u>OCCUPANCY</u>. Property Owner must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner.
- 5. <u>INSPECTION</u>. Property Owner shall permit reasonable inspection of the subject Property by inspectors of the City or its agents, for determining compliance with all applicable governmental regulations.
- 6. <u>SECURITY</u>. City shall secure the loan for this Agreement with a Mortgage on the subject Property.
- 7. <u>DEFAULT</u>. The Property Owner acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:
- (a) Nonperformance by Property Owner of any covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith, or hereinafter made by the Property Owner with the City in connection with this Program, after the Property Owner has been given due notice by the City of such nonperformance.
- (b) Failure of the Property Owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property.
- (c) The City's discovery of Property Owner's failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner (including, but not limited to, any other

agreements arising in connection with this Agreement and entered into by the Property Owner), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner.

- (d) Property Owner's non-residential use, or disposition of the Subject Property without the prior written consent of the City.
- (e) Property Owner's failure to maintain the subject Property in a standard, habitable condition.
- (f) Property Owner acquiring additional indebtedness upon the subject Property without the specific written consent by the City.
- (g) The transfer of the subject Property to another, other than Property Owner's legal heirs.

In the event of default, interest may be charged at the maximum rate allowed by law.

- 8. <u>CLOSING</u>. The closing on this loan shall occur within thirty (30) days after the date of execution of this Agreement. The closing shall be conducted at the principal office of the City Attorney, City of Fort Lauderdale, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, or such other place as may be selected and designated by the City.
- 9. <u>ADMINISTRATION</u>. As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner in the event that the Property Owner selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of the Property Owner. In such case, the deposit from the Property Owner shall be provided to the City at the closing on the loan for the additional funds or the cost differential plus contingency reserve necessary to fully fund the work being undertaken in connection with this Agreement. Any escrowed funds shall be promptly deposited by the City and the Property Owner shall not be entitled to receipt of any interest on any such required sum deposited and held in escrow. The City shall return to the Property Owner any unused portion of the contingency reserve within ten (10) working days from the date of completion and acceptance of the work which shall be the date of the Certificate of Completion for the Project.
- 10. <u>ASSUMPTION</u>. This Agreement may be assumed only by the legal heirs of Property Owner, under the same terms and conditions of the original agreement. Assumption is only valid after written notice is given to the City and only after execution of such assumption documents as deemed necessary by the City.
- 11. <u>DISBURSEMENTS</u>. Charges incurred in connection with closing the loan made pursuant to this Agreement shall be paid directly to the charging party, and the Property Owner shall receive a written record of these charges on the disclosure statement provided at the closing:

Disbursements for hard costs to the General Contractor shall be made payable both to the Property Owner and the General Contractor, requiring the Property Owner's signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

12. <u>CONDITIONS PRECEDENT</u>. The City's administrative obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until, the Property Owner delivering the following documents to the City:

Copies of insurance policies or certificates or insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the Maximum loan amount specified in Paragraph 3 for the Subject Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the subject Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner's similar obligation to superior mortgages, if any, or else the City may permit the Property Owner to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage.

Policies issued pursuant to this Paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the Closing of this loan as a condition precedent to the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner in full force and effect during the term of this Agreement.

- 13. <u>INSURANCE</u>. The City shall obtain a title insurance policy in an American Land Title Association (ALTA) form in the amount of the loan as it appears in Paragraph 3 of this Agreement and as it appears on the Note and the Mortgage used to secure the loan that secures this Agreement, unless the City determines that a lesser amount is acceptable. Such policy shall insure that the Mortgage will be a valid lien on the premises, free and clear of all code defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.
- 14. <u>TERMINATION</u>. This Agreement may be terminated by the Property Owner by providing written notice to the City within three (3) business days from the date of closing.
- 15. <u>COMMUNICATIONS</u>. Any and all communications arising under this Agreement shall be transmitted as follows:

- (a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.
- (b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:

Housing and Community Development Manager Community Development Division Planning and Zoning Department P.O. Box 14250 Fort Lauderdale, Florida 33302

AS TO THE PROPERTY OWNER:

John L. Mackey 1041 NW 23<sup>rd</sup> Terrace Fort Lauderdale, FL 33311

- (c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.
- 16. <u>SEVERABILITY</u>. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be effected thereby.
- 17. <u>INTEGRATION</u>. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.
- 18. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:	CITY OF FORT AUDERDALE
Safees B. ali	) /ol
Signature	Mayor
Safeea B. Ali	
[Witness print or type name]	1
6 Shoundridge	M
Signature	CityManager
Jalerina Spandidaky	٠
[Witness print or type name]	

(CORPORATE SEAL)

ATTEST:

Ony Clerk

APPROVED AS TO FORM:

City Attorney

WITNESSES:	PROPERTY OWNER:
Signature  Miciam (arrillo [Witness-Pfint or Type Name]	By Jim L mackey  John L. Mackey  [Print or Type Name]
Peffes_	
Signature	
CLAURE TAPPER.	
[Witness-Print or Type Name]	
STATE OF: FLORIDA COUNTY OF: BROWARD  The foregoing instrument was ack 2007, by John L. Mackey License (I.D. number on file in Community Deve	, who has produced Photo ID / Florida Drivers
(SEAL)	AL.
	Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
MY COMMISSION # DD386006 MY COMMISSION # DD386	David Harvey Name of Notary Typed, Printed or Stamped
	My Commission Expires: 2/26/09
	Commission Number: 386006

PREPARED BY AND REFURN TO: CITY ATTORNEY'S OFFICE City of Fort Lauderdale P.O. Box 14250 Fort Lauderdale, FL 33302

INSTR # 107905275
OR BK 45385 Pages 253 - 254
RECORDED 05/20/08 16:26:46
BROWARD COUNTY COMMISSION
DOC STMP-M: \$16.45
DEPUTY CLERK 1025
#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.: \$ 52,096.62

ADDITIONAL FUNDS UTILIZED: \$ 4,603.58
RECORDING FEES: \$ 18.50
DOC STAMPS (on \$4,603.58) \$ 16.45
MODIFICATION: \$ 4,638.53
MODIFIED MORTGAGE/NOTE AMT: \$ 56,735.15

THIS MODIFICATION OF Residential Rehabilitation Mortgage and Promissory Note made this day of January, 2008, by and between John L. Mackey, a single man hereinafter "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

#### WITNESSETH

WHEREAS, on <u>January 4th</u>, 2007, Mortgagor executed and delivered unto Mortgagee a Housing Rehabilitation Program Promissory Note, hereinafter "Note", in the amount of \$52,096.62, together with a Residential Rehabilitation Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book <u>44023</u> at Page <u>1856</u> 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 10, Block 2, of DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has further utilized \$4,638.53, and the parties desire to modify the Note and Mortgage accordingly; and

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

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

A. The indebtedness secured by the Mortgage is hereby modified to be in the principal amount of  $\frac{56,735.15}{}$ 

B. The Note is hereby modified to be in the principal amount of \$56,735.15.

- 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 Residential Rehabilitation Mortgage and Note, the terms and provisions herein contained shall prevail, and as modified herein. The aforementioned Mortgage and Note are hereby ratified and confirmed.
- 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 M	Nortgage and Note has been duly signed
and sealed by the parties.	
WITNESSES:	MORTGAGOR:
Signature	Signature Juckey
Angelia Basto	John L. Mackey
Print or Type Name	Print or Type Name Address: 1041 NW 23 <sup>rd</sup> Terr.
	Fort Lauderdale, Florida
Signature	Signature
Print or Type Name	Print or Type Name Address:
Signature	Signature
STATE OF: Florida COUNTY OF: Broward	
The foregoing instrument was acknowledged before me the 2008, by John L. Mackey, who has / have produced as identification and did not take an oath.	his 20 day of F=BRULPy,
(SEAL)	Notary Public, State of Florida
MY COMMISSION # DD386006  MY COMMISSION # DD386006  EXPIRES: February 26, 2009  1-800-3-NOTARY  FI. Notary Discount Assoc. Co.	Name of Notary – Typed / Printed

Instr# 119425470 , Page 1 of 4, Recorded 03/01/2024 at 01:12 PM Broward County Commission

### Filing # 192266075 E-Filed 02/19/2024 05:37:46 PM

IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

JOHN L. MACKEY SR.,

File No. PRC210004895

Deceased.

# SECOND AMENDED PETITION FOR ADMINISTRATION (Intestate Florida resident -- Multiple petitioners)

Petitioners, JOANN SMITH and TYMINJ MACKEY, allege:

- 1. Petitioners have an interest in the above estate as the children of decedent. Petitioner JOANN SMITH'S address is 5025 Laurel Forest Cove, Memphis, TN 38125 and Petitioner TYMINJ MACKEY'S address is 2191 NW 93 Lane, Sunrise, FL 33322 and the name and office address of petitioners' attorney are set forth at the end of this petition.
- 2. Decedent, **JOHN L. MACKEY SR.**, whose last known address was 1041 NW 23<sup>RD</sup> Terr, Fort Lauderdale, FL 33311 and, if known, whose age was 80 years and whose social security number is XXX-XX died on August 8, 2021, in Broward County, and on the date of death decedent was domiciled in BROWARD County, Florida.
- 3. So far as is known, the names of the beneficiaries of this estate and of the decedent's surviving spouse, if any, their addresses and relationships to decedent, and the dates of birth of any who are minors, are:

NAME ADDRESS RELATIONSHIP DATE OF BIRTH (if Minor)

The estate is being opened to pursue a nursing home / wrongful death case of which the survivors are:

Tyminj Mackey 2191 NW 93 Lane Son Majority Sunrise, FL 33322 JoAnn Smith 5025 Laurel Forest Cove Daughter Majority Memphis, TN 38125 Jerrald Mackey 2021 N. Slappey Blvd. Son Majority #106 Albany GA 31701

Second Amended Petition for Administration, page 2

Samuel Mackey

106 Constituion Ct. Unit #A Son

Majority

Albany, GA 31721

John L. Mackey, Jr.

1850 NW 42<sup>nd</sup> Terr. Apt. R205 Son

Majority

Lauderhill,, Fl. 33313

The beneficiaries of any other assets are:

Tyminj Mackey

2191 NW 93 Lane Sunrise, FL 33322 Son

Majority

5025 Laurel Forest Cove

Daughter

Majority

JoAnn Smith

Memphis, TN 38125

Dauginoi

Jerrald Mackey

711 Johnson Road, Unit #A Son

Majority

Albany, GA 31705

Samuel Mackey

106 Constituion Ct. Unit #A Son

Majority

Albany, GA 31721

John L. Mackey, Jr.

1850 NW 42<sup>nd</sup> Terr. Apt. R205 Son

Majority

Lauderhill,, Fl. 33313

Estate of Annette Brown

Daughter

Note: Predeceased the Decedent. Deceased with three children and no surviving spouse

Estate of Larry C Mackey Sr

Son

Note: Predeceased the Decedent. Deceased with two children not in common with surviving spouse

Denise Mackey

Deceased with no children

Daughter

Unknown

4. Venue of this proceeding is in this county because it was the county of the decedent's residence at the time of the decedent's death.

Second Amended Petition for Administration, page 3

5. **JOANN SMITH** whose address is 5025 Laurel Forest Cove, Memphis, TN 38125 and **TYMINJ MACKEY** whose address is 2191 NW 93 Lane, Sunrise, FL 33322 and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the

decedent's estate is entitled to priority or preference in appointment as personal representative because they are the children of the decedent and a majority of the interest in heirs consent to their appointment or will be provided notice. Therefore, no other party has a greater or equal preference to serve as personal representative. Petitioners are qualified to serve under the laws of Florida as an individual under Fla. Statutes including:

- a. Petitioners are 18 years of age or older
- b. Petitioners have never been convicted of a felony
- c. Petitioners are mentally and physically able to perform the duties of a personal representative
- d. Petitioner TYMINJ MACKEY is a resident of the State of Florida. Petitioner JOANN SMITH is not a resident of the State of Florida but is the daughter of the decedent.
- e. Petitioner has not been convicted in any state or foreign jurisdiction of abuse, neglect, or exploitation of an elderly person or disabled adult as those terms are defined in section 825.101, Florida Statutes.
- The nature and approximate value of the assets in this estate are:
   Potential proceeds from a nursing home / wrongful death claim with an unknown value.
- 7. This estate will not be required to file a federal estate tax return.
- 8. Domiciliary or principal proceedings are not known to be pending in another state or country.
- 9. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

Second Amended Petition for Administration, page 4

Petitioner requests that **JOANN SMITH and TYMINJ MACKEY** be appointed copersonal representative of the estate of the decedent.

UNDER PENALTIES OF PERSURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on 12/4/23

TYMINI MACKEY, Petitioner

SCOTT R. BUGAY, P.A.
Attorney for Tyminj Mackey
290 NW 165" Street, Suite P-600
Mianni FL 33169
(305) 956-9040 (Telephone)
(305) 945-2905 (Facsimile)
Primary Email: Scott@sthlawyers.com
Secondary Email: angelica@sthlawyers.com

Scott R. Hugay, Esq. Florida Bar 5207 BRESSLER AMERY & ROSS. P.C.

Attorney for Joann Smith

200 P. Las Olas Boulevard, Suite 1500

Fort Lauderdale, FL 33301 (813) 344-1596 (Telephone) (954) 499-7969 (Facsimile)

E-mail: wtucker@bressler.com

By: /s/ William Tucker

William L. Tucker, Esq. Florida Bar 92580 Instr# 119944668 , Page 1 of 2, Recorded 12/10/2024 at 12:05 PM Broward County Commission

Filing # 212486359 E-Filed 12/09/2024 09:12:06 PM

## IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. PRC210004895 DIVISION: 62J JUDGE: Gillespie, Kenneth (62J)

In	Re:	Estate	of:	Mac	key,	John	L
							,

#### ORDER DETERMINING HOMESTEAD STATUS OF REAL PROPERTY

On the petition of TYMINJ MACKEY and JOANN SMITH for an Order Determining homestead Status of Real property (the "Property"), all interested persons having been served proper notice of the petition and hearing, or having waived notice thereof and a hearing having been held on December 9, 2024, the court finds that:

- 1. The decedent died intestate and was domiciled in BROWARD County, Florida;
- 2. The decedent was not survived by a spouse;
- 3. The decedent was survived by one or more lineal descendants;
- 4. At the time of death, the decedent owned and resided on the Property described in the petition; it is

**ADJUDGED** that the following-described Property:

LOT 10, Block 2, DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44 of the Public Records of Broward County, Florida.

Parcel ID 494232210170

Address: 1041 NW 23 Terr. Ft. Lauderdale, Fl. 33311

constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida. It is:

**ADJUDGED FURTHER** that title to the Property descended, as of the decedent's date of death, and the constitutional exemption from claims of decedent's creditors inured to the decedent's lineal descendants as follows:

Case Number: PRC210004895

Tyminj Mackey 2191 NW 93 Lane One-seventh

Sunrise, FL 33322

JoAnn Smith 5025 Laurel Forest Cove One-seventh

Memphis, TN 38125

Jerrald Mackey 711 Johnson Road, Unit #A One-seventh

Albany, GA 31705

Samuel Mackey 106 Constitution Ct. Unit #A One-seventh

Albany, GA 31721

John L. Mackey, Jr. 1850 NW 42 Terr. Apt. R 205 One-seventh

Lauderhill, FL 33313

Estate of Annette Brown Daughter One-seventh

Note: Predeceased the Decedent. Deceased with three children and no surviving spouse

Estate of Larry C Mackey Sr Son One-seventh

Note: Predeceased the Decedent. Deceased with two children not in common with surviving spouse

It is **ADJUDGED FURTHER** that the co-personal representatives are authorized and directed to surrender all of the Property which may be in the possession or control of the personal representative, to the decedent's surviving spouse and the personal representative shall have no further responsibility with respect to it.

DONE AND ORDERED in Chambers at Broward County, Florida on 9th day of December, 2024.

PRC219004895 12-09-2024 12:35 PM

PRC210004895 12-09-2024 12:35 PM

Hon. Kenneth Gillespie

CIRCUIT COURT JUDGE

Electronically Signed by Kenneth Gillespie

**Copies Furnished To:** 

Elan Wechsler, Esq., E-mail: Elan@srblawyers.com Jerrald Todd Mackey, E-mail: jtyekcam@yahoo.com Jerrald Todd Mackey, E-mail: jtyekcam@gmail.com Scott R Bugay, E-mail: scott@srblawyers.com William L Tucker, E-mail: wtucker@bressler.com William L Tucker, E-mail: mgomez@bressler.com Insign# 117898651 , Page 1 of 2, Recorded 01/28/2022 at 10:58 AM Broward County Commission

Filing # 142819998 E-Filed 01/27/2022 06:30:55 PM

# IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. PRC210004895 DIVISION 62J JUDGE Kenneth Gillespie

In	Re:	Estate	of:	Mackey,	John	L
						/

### **LETTERS OF ADMINISTRATION**

#### TO ALL WHOM IT MAY CONCERN

WHEREAS, JOHN L. MACKEY SR., a resident of BROWARD County, died on August 8, 2021, owning assets in the State of Florida, and

WHEREAS, JOANN SMITH and TYMINJ MACKEY have been appointed co-personal representatives of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate.

NOW, THEREFORE, I, the undersigned circuit judge, declare JOANN SMITH and TYMINJ MACKEY duly qualified under the laws of the State of Florida to act as co-personal representatives of the estate of JOHN L. MACKEY SR., deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

There shall be no allocation or distribution of the proceeds of the nursing home case or any other asset of the estate without court order.

DONE and ORDERED in Chambers, at Broward County, Florida on 01-27-2022.

PRC2190004895 01-27-2022 4:41 PM

PRC210004895 01-27-2022 4:41 PM

Hon. Kenneth Gillespie

**CIRCUIT JUDGE** 

Electronically Signed by Kenneth Gillespie

#### **Copies Furnished To:**

Jerrald Todd Mackey, E-mail: <a href="mailto:jtyekcam@yahoo.com">jtyekcam@yahoo.com</a>
Jerrald Todd Mackey, E-mail: <a href="mailto:jtyekcam@gmail.com">jtyekcam@gmail.com</a>
Melina, E-mail: <a href="mailto:melinamontalban115@gmail.com">melinamontalban115@gmail.com</a>
Scott R Bugay, E-mail: <a href="mailto:scott@srblawyers.com">scott@srblawyers.com</a>
William L Tucker, E-mail: <a href="mailto:wtucker@bressler.com">wtucker@bressler.com</a>

CaseNo: PRC210004895

Page 2 of 2

William L Tucker , E-mail : mgomez@bressler.com

Filing # 208094631 E-Filed 10/02/2024 10:53:27 AM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

JOHN L MACKEY SR.

PROBATE DIVISION

Deceased.

File No. PRC210004895

# AMENDED PETITION TO DETERMINE HOMESTEAD STATUS OF REAL PROPERTY

(intestate no spouse and adult descendant)

Petitioners, TYMINJ MACKEY and JOANN SMITH, allege:

- 1. The decedent, JOHN L MACKEY, died intestate on August 8, 2021, domiciled in BROWARD County, Florida, and was survived by:
  - a. Five adult children and five grandchildren from two deceased children.
  - 2. The decedent was not survived by a spouse or minor child.
- 3. At the time of decedent's death, the decedent owned the property located at 1041 NW 23 Terr. Ft. Lauderdale, Fl. 33311 and resided on the following described contiguous parcel of real property (the "Property"):

LOT 10, Block 2, DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44 of the Public Records of Broward County, Florida.

Parcel ID 494232210170

Address: 1041 NW 23 Terr. Ft. Lauderdale, Fl. 33311

4. The name of the decedent's surviving spouse, if any, the names and years of birth of the heirs of the decedent's minor children, if any, and the names of other children having an interest in the decedent's estate, if any, and their respective relationships to the decedent are:

NAME	RELATIONSHIP	SHARE
Tyminj Mackey	Son	One-seventh
JoAnn Smith	Daughter	One-seventh
Jerrald Mackey	Son	One-seventh

Amended Petition to Determine Homestead, page 2

Samuel Mackey

Son

One-seventh

John L. Mackey, Jr.

Son

One-seventh

Petition to Determine Homestead, page 2

Annette Brown

Pre-Deceased with three children

Annika Brown

Granddaughter

One-twenty

first

Mar'kes Brown

Grandson

One-twenty

first

Shakoya Brown

Granddaughter

One-twenty

first

Larry C Mackey Sr.

Pre-Deceased decedent with two adult children and surviving spouse. However, per Fl. Statute 732.401 the children receive the share.

Larry Mackey Jr.

Grandson

One-

fourteenth

Mindy Mackey

Granddaughter

One-

fourteenth

The share listed above is based on the decedent's share in the property and not the total share in the property.

5. The Property constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida, and petitioner believes that upon decedent's death, title to the Property descended to and the constitutional exemption to those parties listed in paragraph 3.

## Amended Petition to Determine Homestead, page 3

The only persons, other than petitioner, having an interest in this proceeding, including unpaid or unstricken creditors, and their respective addresses are:

Name

Address

NONE

Petitioner requests that an order be entered determining that the Property constituted the exempt homestead of the decedent, title to which, upon decedent's death, descended and the constitutional exemption from claims inured as set forth in paragraph 4; directing the personal representative to surrender possession of the Property; and directing that the personal representative shall have no further responsibility with respect to the Property.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on ·

TYMINI MACKEY, Petitioner

SCOTT R. BUGAY, P.A. Attorney for Tyminj Mackey

290 NW 165th Street, Suite P-600

Miami FL 33169

(305) 956-9040 (Telephone)

(305) 945-2905 (Pacsimile)

Primary Email: Scott@srblawyers.com

Secondary Email: angelica@srblawyers.com

By:

Scott R. Bugay, Esq.

Plorida Bar 5207

Bressler Amery & Ross, P.C.

Attorney for Joann Smith

200 E. Las Olas Boulevard, Suite 1500

Fort Lauderdale, FL 33301

(813) 344-1596 (Telephone)

(954) 499-7969 (Facsimile)

E-mail: whicker@bressler.com

/s/ William Tucker

William L. Tucker, Esq.

Florida Bar 92580

Instr# 119888792 , Page 1 of 4, Recorded 11/06/2024 at 09:47 AM
Broward County Commission

### Filing # 210319458 E-Filed 11/05/2024 02:43:50 PM

IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

JOHN L. MACKEY SR.,

File No. PRC210004895

Deceased.

# THIRD AMENDED PETITION FOR ADMINISTRATION (Intestate Florida resident – Multiple petitioners)

Petitioners, JOANN SMITH and TYMINJ MACKEY, allege:

- 1. Petitioners have an interest in the above estate as the children of decedent. Petitioner JOANN SMITH'S address is 5025 Laurel Forest Cove, Memphis, TN 38125 and Petitioner TYMINJ MACKEY'S address is 2191 NW 93 Lane, Sunrise, FL 33322 and the name and office address of petitioners' attorney are set forth at the end of this petition.
- 2. Decedent, **JOHN L. MACKEY SR.**, whose last known address was 1041 NW 23<sup>RD</sup> Terr, Fort Lauderdale, FL 33311 and, if known, whose age was 80 years and whose social security number is XXX-X died on August 8, 2021, in Broward County, and on the date of death decedent was domiciled in BROWARD County, Florida.
- 3. So far as is known, the names of the beneficiaries of this estate and of the decedent's surviving spouse, if any, their addresses and relationships to decedent, and the dates of birth of any who are minors, are:

**NAME** 

**ADDRESS** 

RELATIONSHIP

DATE OF BIRTH

(if Minor)

The estate is being opened to pursue a nursing home / wrongful death case of which the survivors are:

Tyminj Mackey

2191 NW 93 Lane

Son

Majority

Sunrise, FL 33322

JoAnn Smith

5025 Laurel Forest Cove

Daughter

Majority

Memphis, TN 38125

Jerrald Mackey

2021 N. Slappey Blvd.

Son

Majority

#106

Albany GA 31701

Samuel Mackey

106 Constituion Ct. Unit #A Son

Majority

Albany, GA 31721

John L. Mackey, Jr.

1850 NW 42<sup>nd</sup> Terr. Apt. R205 Son

Majority

Lauderhill,, Fl. 33313

The beneficiaries of any other assets are:

Tyminj Mackey

2191 NW 93 Lane

Son

Majority

Sunrise, FL 33322

JoAnn Smith

5025 Laurel Forest Cove

Daughter

Majority

711 Johnson Road, Unit #A Son

Majority

Albany, GA 31705

Memphis, TN 38125

Samuel Mackey

Jerrald Mackey

106 Constituion Ct. Unit #A Son

Majority

Albany, GA 31721

John L. Mackey, Jr.

1850 NW 42<sup>nd</sup> Terr. Apt. R205 Son

Majority

Lauderhill,, Fl. 33313

Estate of Annette Brown

Daughter

Note: Predeceased the Decedent. Deceased with three children and no surviving spouse

Estate of Larry C Mackey Sr

Son

Note: Predeceased the Decedent. Deceased with two children not in common with surviving spouse

Denise Mackey

Deceased with no children

Daughter

Unknown

4. Venue of this proceeding is in this county because it was the county of the decedent's residence at the time of the decedent's death.

- 5. **JOANN SMITH** whose address is 5025 Laurel Forest Cove, Memphis, TN 38125 and **TYMINJ MACKEY** whose address is 2191 NW 93 Lane, Sunrise, FL 33322 and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate is entitled to priority or preference in appointment as personal representative because they are the children of the decedent and a majority of the interest in heirs consent to their appointment or will be provided notice. Therefore, no other party has a greater or equal preference to serve as personal representative. Petitioners are qualified to serve under the laws of Florida as an individual under Fla. Statutes including:
  - a. Petitioners are 18 years of age or older
  - b. Petitioners have never been convicted of a felony
  - c. Petitioners are mentally and physically able to perform the duties of a personal representative
  - d. Petitioner TYMINJ MACKEY is a resident of the State of Florida. Petitioner JOANN SMITH is not a resident of the State of Florida but is the daughter of the decedent.
  - e. Petitioner has not been convicted in any state or foreign jurisdiction of abuse, neglect, or exploitation of an elderly person or disabled adult as those terms are defined in section 825.101, Florida Statutes.
  - 6. The nature and approximate value of the assets in this estate are:

Potential proceeds from a nursing home / wrongful death claim with a net settlement of \$88,270.43. Additionally the Estate shall file the appropriate paperwork to obtain an order for declaration of homestead for the property owned by the decedent located at 1041 NW 23<sup>rd</sup> Terrace, Ft. Lauderdale, FL 33311. The property has the following legal description:

LOT 10, Block 2, DILLARD PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 55, Page 44 of the Public Records of Broward County, Florida.

Parcel ID: 494232210170

- 7. This estate will not be required to file a federal estate tax return.
- 8. Domiciliary or principal proceedings are not known to be pending in another state or country.
- 9. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

Petitioner requests that JOANN SMITH and TYMINJ MACKEY be appointed copersonal representative of the estate of the decedent.

UNDER PENALTIES OF PERJURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on	
TYMINJ MACKEY, Petitioner	JOANN SMITH, Petitioner
	U

SCOTT R. BUGAY, P.A.

Attorney for Tyminj Mackey
290 NW 165<sup>th</sup> Street, Suite P-600

Miami FL 33169
(305) 956-9040 (Telephone)
(305) 945-2905 (Facsimile)

Primary Email: Scott@srblawyers.com

Secondary Email: angelica@srblawyers.com

By: Scott R. Bugay, Esq.
Florida Bar 5207

BRESSLER AMERY & ROSS, P.C. Attorney for Joann Smith 200 E. Las Olas Boulevard, Suite 1500 Fort Lauderdale, FL 33301 (813) 344-1596 (Telephone) (954) 499-7969 (Facsimile) E-mail: wtucker@bressler.com

By: /s/ William Tucker
William L. Tucker, Esq.
Florida Bar 92580

Instr# 117848126 , Page 1 of 5, Recorded 01/06/2022 at 11:39 AM
Broward County Commission

Filing # 140793372 E-Filed 12/21/2021 04:43:58 PM

IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

JOHN L. MACKEY SR., Deceased.

File No. PRC210004895

# AMENDED PETITION FOR ADMINISTRATION (Intestate Florida resident -- Multiple petitioners)

Petitioners, JOANN SMITH and TYMINJ MACKEY, allege:

- Petitioners have an interest in the above estate as the children of decedent. Petitioner
  JOANN SMITH'S address is 5025 Laurel Forest Cove, Memphis, TN 38125 and Petitioner TYMINJ
  MACKEY'S address is 2191 NW 93 Lane, Sunrise, FL 33322 and the name and office address of
  petitioners' attorney are set forth at the end of this petition.
- 2. Decedent, **JOHN L. MACKEY SR.**, whose last known address was 1041 NW 23<sup>RD</sup> Terr, Fort Lauderdale, FL 33311 and, if known, whose age was 80 years and whose social security number is XXX-XX died on August 8, 2021, in Broward County, and on the date of death decedent was domiciled in BROWARD County, Florida.
- 3. So far as is known, the names of the beneficiaries of this estate and of the decedent's and the dates of birth of any

  P DATE OF BIRTH (if Minor)

  case of which the survivors

  Majority

  Majority

  Albany, UA 31/05

Samuel Mackey	•.	106 Constituion Ct. Unit #A	Son	Majority
•		Albany GA 31721		

The beneficiaries of any other assets are:

Tyminj Mackey	2191 NW 93 Lane Sunrise, FL 33322	Son.	Majority
JoAnn Smith	5025 Laurel Forest Cove Memphis, TN 38125	Daughter	Majority
Jerrald Mackey	711 Johnson Road, Unit #A Albany, GA 31705	Son	Majority
Samuel Mackey	106 Constituion Ct. Unit #A Albany, GA 31721	Son	Majority
Annette Brown	Deceased with three children		
Annika Brown	Unknown	Granddaughter	Unknown
Mar'kes Brown	Unknown	Grandson	Unknown
Shakoya Brown	Unknown	Granddaughter	Unknown

- 4. Venue of this proceeding is in this county because it was the county of the decedent's residence at the time of the decedent's death.
- 5. JOANN SMITH whose address is 5025 Laurel Forest Cove, Memphis, TN 38125 and TYMINJ MACKEY whose address is 2191 NW 93 Lane, Sunrise, FL 33322 and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate is entitled to priority or preference in appointment as personal representative because they are the children of the decedent and a majority of the interest in heirs consent to their appointment or will be provided notice. Therefore, no other party has a greater or equal preference to serve as personal representative. Petitioners are qualified to serve under the laws of Florida as an individual under Fla. Statutes including:

- a. Petitioners are 18 years of age or older
- b. Petitioners have never been convicted of a felony
- c. Petitioners are mentally and physically able to perform the duties of a personal representative
- d. Petitioner TYMINJ MACKEY is a resident of the State of Florida.

  Petitioner JOANN SMITH is not a resident of the State of Florida but is the daughter of the decedent.
- 6. The nature and approximate value of the assets in this estate are:
  Potential proceeds from a nursing home / wrongful death claim with an unknown value.
- 7. This estate will not be required to file a federal estate tax return.
- 8. Domiciliary or principal proceedings are not known to be pending in another state or country.
- 9. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

Petitioner requests that JOANN SMITH and TYMINJ MACKEY be appointed copersonal representative of the estate of the decedent.

UNDER PENALTIES OF PERJURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on 12/16/21	<u>_</u> , ·
TYMINJ MACKEY, Petitioner	JOANN SMITH, Petitioner
SCOTT R. BUGAY, P.A. Attorney for Tyminj Mackey 290 NW 165 <sup>th</sup> Street, Suite P-600 Miami FL 33169 (305) 956-9040 (Telephone) (305) 945-2905 (Facsimile) Primary Email: Scott@srblawyers.com Secondary Email: angelica@srblawyers.com	BRESSLER AMERY & ROSS, P.C. Attorney for Joann Smith 200 E. Las Olas Boulevard, Suite 1500 Fort Lauderdale, FL 33301 (813) 344-1596 (Telephone) (954) 499-7969 (Facsimile) E-mail: wtucker@bressler.com
By: Scott R. Bugay, Esq. Florida Bar 5207	By:  William L. Tucker, Esq.  Florida Bar 92580

UNDER PENALTIES OF PERJURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on December 16, 2021.

TYMINI MACKEY, Petitioner

SCOTT R. BUGAY, P.A.
Attorney for Tyminj Mackey
290 NW 165th Street, Suite P-600
Miami FL 33169
(305) 956-9040 (Telephone)
(305) 945-2905 (Facsimile)
Primary Email: Scott@srblawyers.com
Secondary Email: angelica@srblawyers.com

By:

Scott R. Bugay, Esq. Florida Bar 5207 BRESSLER AMERY & ROSS, P.C.

Attorney for Joann Smith
200 E. Las Olas Boulevard, Suite 1500
Fort Lauderdale, FL 33301
(813) 344-1596 (Telephone)
(954) 400, 7060 (Feorgianile)

(954) 499-7969 (Facsimile) E-mail: wtucker@bressler.com

William L. Tucker, Esq. Florida Bar 92580 Instr# 117848141 , Page 1 of 5, Recorded 01/06/2022 at 11:41 AM Broward County Commission

Filing # 140793198 E-Filed 12/21/2021 04:42:49 PM

IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

JOHN L. MACKEY SR.,

File No. PRC210004895

Deceased.

# AMENDED PETITION FOR ADMINISTRATION (Intestate Florida resident -- Multiple petitioners)

Petitioners, JOANN SMITH and TYMINJ MACKEY, allege:

- Petitioners have an interest in the above estate as the children of decedent. Petitioner
  JOANN SMITH'S address is 5025 Laurel Forest Cove, Memphis, TN 38125 and Petitioner TYMINJ
  MACKEY'S address is 2191 NW 93 Lane, Sunrise, FL 33322 and the name and office address of
  petitioners' attorney are set forth at the end of this petition.
- 2. Decedent, **JOHN L. MACKEY SR.**, whose last known address was 1041 NW 23<sup>RD</sup> Terr, Fort Lauderdale, FL 33311 and, if known, whose age was 80 years and whose social security number is XXX-X died on August 8, 2021, in Broward County, and on the date of death decedent was domiciled in BROWARD County, Florida.
- 3. So far as is known, the names of the beneficiaries of this estate and of the decedent's surviving spouse, if any, their addresses and relationships to decedent, and the dates of birth of any who are minors, are:

NAME ADDRESS RELATIONSHIP DATE OF BIRTH (if Minor)

The estate is being opened to pursue a nursing home / wrongful death case of which the survivors are:

Tyminj Mackey 2191 NW 93 Lane Son Majority Sunrise, FL 33322

5dill 130, 1 L 55522

JoAnn Smith 5025 Laurel Forest Cove Daughter Majority

Memphis, TN 38125

Jerrald Mackey 711 Johnson Road, Unit #A Son Majority

Albany, GA 31705

Samuel Mackey	106 Constituion Ct. Unit #A Son	Majority
	Albany GA 31721	

The beneficiaries of any other assets are:

Tyminj Mackey	2191 NW 93 Lane Sunrise, FL 33322	Son	Majority
JoAnn Smith	5025 Laurel Forest Cove Memphis, TN 38125	Daughter	Majority
Jerrald Mackey	711 Johnson Road, Unit #A Albany, GA 31705	Son	Majority
Samuel Mackey	106 Constituion Ct. Unit #A Albany, GA 31721	Son	Majority
Annette Brown	Deceased with three children		
Annika Brown	Unknown	Granddaughter	Unknown
Mar'kes Brown	Unknown	Grandson	Unknown
Shakoya Brown	Unknown	Granddaughter	Unknown

- 4. Venue of this proceeding is in this county because it was the county of the decedent's residence at the time of the decedent's death.
- 5. JOANN SMITH whose address is 5025 Laurel Forest Cove, Memphis, TN 38125 and TYMINJ MACKEY whose address is 2191 NW 93 Lane, Sunrise, FL 33322 and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate is entitled to priority or preference in appointment as personal representative because they are the children of the decedent and a majority of the interest in heirs consent to their appointment or will be provided notice. Therefore, no other party has a greater or equal preference to serve as personal representative. Petitioners are qualified to serve under the laws of Florida as an individual under Fla. Statutes including:

- a. Petitioners are 18 years of age or older
- b. Petitioners have never been convicted of a felony
- c. Petitioners are mentally and physically able to perform the duties of a personal representative
- d. Petitioner TYMINJ MACKEY is a resident of the State of Florida. Petitioner JOANN SMITH is not a resident of the State of Florida but is the daughter of the decedent.
- 6. The nature and approximate value of the assets in this estate are:
  Potential proceeds from a nursing home / wrongful death claim with an unknown value.
- 7. This estate will not be required to file a federal estate tax return.
- 8. Domiciliary or principal proceedings are not known to be pending in another state or country.
- 9. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

Petitioner requests that JOANN SMITH and TYMINJ MACKEY be appointed copersonal representative of the estate of the decedent.

Signed on 12/16/21

UNDER PENALTIES OF PERJURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

TYMINJ MACKEY, Petitioner	JOANN SMITH, Petitioner
SCOTT R. BUGAY, P.A. Attorney for Tyminj Mackey 290 NW 165 <sup>th</sup> Street, Suite P-600 Miami FL 33169 (305) 956-9040 (Telephone) (305) 945-2905 (Facsimile) Primary Email: Scott@srblawyers.com Secondary Email: angelica@srblawyers.com	BRESSLER AMERY & ROSS, P.C. Attorney for Joann Smith 200 E. Las Olas Boulevard, Suite 1500 Fort Lauderdale, FL 33301 (813) 344-1596 (Telephone) (954) 499-7969 (Facsimile) E-mail: wtucker@bressler.com
By: Scott R. Bugay, Esq. Florida Bar 5207	By:  William L. Tucker, Esq. Florida Bar 92580

UNDER PENALTIES OF PERJURY, we declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on December 16, 2021.

TYMINJ MACKEY, Petitioner

SCOTT R. BUGAY, P.A. Attorney for Tyminj Mackey 290 NW 165th Street, Suite P-600 Miami FL 33169 (305) 956-9040 (Telephone) (305) 945-2905 (Facsimile) Primary Email: Scott@srblawyers.com Secondary Email: angelica@srblawyers.com

Scott R. Bugay, Esq. Florida Bar 5207

BRESSLER AMERY & ROSS, P.C.

Attorney for Joann Smith 200 E. Las Olas Boulevard, Suite 1500 Fort Lauderdale, FL 33301 (813) 344-1596 (Telephone) (954) 499-7969 (Facsimile) E-mail: wtucker@bressler.com

William L. Tucker, Esq.

Florida Bar 92580

THIS DOCUMENT HAS A LIGHT-BACKGROUND ON TRUE WATERMARKED PAPER: 1-HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK. BUREAU of VITAL STATISTICS

## CERTIFICATION OF DEATH

STATE FILE NUMBER: 2021152375

**AUGUST 30, 2021** DATE ISSUED:

DECEDENT INFORMATION

DATE FILED: **AUGUST 16, 2021** 

NAME: JOHN LEWIS MACKEY

DATE OF DEATH: AUGUST 8, 2021

SEX: MALE

AGE: 080 YEARS

DATE OF BIRTH: MARCH 18, 1941

SSN: \*\*\*-\*\*-2277

BIRTHPLACE: NEWTON, GEORGIA, UNITED STATES

PLACE WHERE DEATH-OCCURRED: SKILLED NURSING FACILITY

FACILITY NAME OR STREET ADDRESS: WEST BROWARD REHABILITATION AND HEALTHCARE

LOCATION OF DEATH: PLANTATION, BROWARD COUNTY, 33324

RESIDENCE: 1041 NW 23RD TERRACE, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES

COUNTY: BROWARD

OCCUPATION, INDUSTRY: PIPE INSTALLATOR, CITY OF FORT LAUDERDALE

EDUCATION: 8TH GRADE OR LESS

EVER IN U.S. ARMED FORCES?NO

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

RACE: BLACK OR AFRICAN AMERICAN

### SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: DIVORCED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: AMOS MACKEY MOTHER'S PARENT'S NAME: RUTH WILLIAMS

## INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: TYMING MACKEY RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 2191 NW 93RD LANE, SUNRISE, FLORIDA 33322, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ELIJAH BELL, F045417 FUNERAL FACILITY: ELIJAH BELLS FUNERAL SERVICES F047494

3750 N STATE RD 7, LAUDERDALE LAKES, FLORIDA 33319

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: SUNSET MEMORIAL GARDENS

FORT LAUDERDALE, FLORIDA

#### CERTIFIER INFORMATION

TIME OF DEATH (24 HOUR): 0451

TYPE OF CERTIFIER: ASSOCIATE MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 21173027

DATE CERTIFIED: AUGUST 16, 2021

CERTIFIER'S NAME: STEPHEN LAVALLE ROBINSON

CERTIFIER'S LICENSE NUMBER: ME124655

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

The first five digits of the decedent's Social Security Number has been reducted pursuant to \$119.071(5), Florida Statutes.

, STATE REGISTRAR

REQ: 2023094227

WARNING: .

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

THIS DOCUMENT IS PRINTED ON PHOTOCOPIED ON SECURITY PAPER WITH WATERWARKS OF THE GREAT.
SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORIED BACKGROUND, GOLD EMBOSSED SEAL, AND
THERINCCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE.
A COLOR COPY.



DH FORM 1946 (03-13)

**CERTIFICATION OF VITAL RECORD** 







**Property Search** 

Search Results

Parcel Result

Copy Link

New Search

≺ Prev Parcel

Tax Year 2025 ✔

Next Parcel >

**Property Summary** 

**Property ID:** 

494232210170

**Property** 

MACKEY, TYMINJ

Owner(s):

SMITH, JÓ ANN ETAL

**5025 LAUREL FOREST COVE** 

Mailing

MEMPHIS, TN 38125

Address:

click here to update mailing address

**Physical** 

1041 NW 23 TERRACE FORT

Address:

LAUDERDALE, 33311-5741

**Neighborhood:** 

Dillard Park

**Property Use:** 

01-01 Single Family

Millage Code:

0312

Adj. Bldg. S.F.:

995 Card/Permits

« Previous

Next »

**Deputy Appraiser:** 

Residential Department

**Property Appraiser** 

954-357-6831

Number:

**Bldg Under Air** 

900

**Property Appraiser Email:** 

realprop@bc== ret

S.F.:

**Effective Year:** 

1964

Year Built:

1963

Units/Beds/Baths:

1/3/1

Abbr. Legal

Des.:

DILLARD PARK ESTATES 55-44 B LOT 10 BLK 2

If you see a factual error on this page, please click here to notify us.

# **Q** Important:

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).

The 2025 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

### **Property Assessment**

Year	Land	<b>Building / Improvement</b>	Just/Market Value	Assessed / SOH Value	Тах
2025	\$18,040	\$221,580	\$239,620	\$239,620	
2024	\$18,040	\$201,520	\$219,560	\$217,800	\$4,704.80
2023	\$18,040	\$179,960	\$198,000	\$198,000	\$4,347.88

### **Exemptions And Taxing Authority Information**

	County	School Board	Municipal	Independent
Just Value	\$239,620	\$239,620	\$239,620	\$239,620
Portability	0	0	0 .	0
Assessed / SOH	\$239,620	\$239,620	\$239,620	\$239,620
Homestead	0	0	0	0

Taxable	\$239,620	\$239,620	\$239,620	\$239,620
Affordable Housing	0	0	. 0	0
Exemption Type	0	0	0	0
Senior	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Add. Homestead	0	0	0	0

# **Sales History For This Parcel**

Date	Type	Qualified/Disqualified	Price	Book/Page or CIN
12/09/2024	Order Determining Homestead	Non-Sale Title Change	•	119944668
01/26/2018	Quit Claim Deed	Non-Sale Title Change	\$100	114855152
08/12/1999	Quit Claim Deed		\$100	29749 / 38
03/19/1999	Quit Claim Deed		\$26,000	29410 / 621
01/01/1963	Warranty Deed		\$11,200	

### Recent Sales In This Subdivision @

Folio Number	Date	Туре	Qualified/Disqualified	Price	Book/Page Or CIN	Property Address
494232210220	05/16/2025	Warranty Deed	Qualified Sale	\$471,000	120228039	2330 NW 11 ST FORT LAUDERDALE, FL 33311
494232210220	02/21/2025	Warranty Deed	Disqualified Sale	\$385,400	120071185	2330 NW 11 ST FORT LAUDERDALE, FL 33311
494232210470	01/02/2025	Warranty Deed	Qualified Sale	\$400,000	120011502	1061 NW 23 RD FORT LAUDERDALE, FL 33311
494232210270	12/04/2024	Warranty Deed	Qualified Sale	\$435,000	119951606	1030 NW 23 WAY FORT LAUDERDALE, FL 33311
494232210470	08/09/2024	Warranty Deed	Qualified Sale	\$250,000	119735193	1061 NW 23 RD FORT LAUDERDALE, FL 33311

Land CalculationMore Sales ♂TypeUnit PriceUnitsZoningSquare Foot\$3.006,012 SqFtRS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM DENSITY

### **Special Assessments**

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Ft Lauderdale						FT Laud		
Fire-rescue					S	tormwäter		

(03)

Cat I (F1)

Residential (R)

1

1.00

Х

# School (1)

School Grade

Dillard

Elementary C

School

Dillard 6-12 C

Dillard 6-12 C

## **Elected Officials**

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

# Having technical issues?

Yes

No

Broward County	About BCPASearch About Marty Property		Resources	Online	Exemptions & Classification	
Property Appraiser			FAQ	Tools		
115 South Andrews Avenue	Kiar Contact Us	Search Tangible Search	Tangible Personal Property	Maps & Aerials	All Exemptions	
Room 111				Exemption Status		

Fort Lauderdale, Florida 33301	Tax Roll Information	Sales Search	Download Forms	Data Request	Agricultural Clar tion
954-357-6830 martykiar@bcpa.net	Business Careers	Subdivision Search		Tax Estimator	Appeals & Petitions
	Ask Marty	Time Share, Search	Reports	Portability Estimator	Exemption
	•,	Commercial Search	Video Gallery	Owner Alert	Fraud
		Land Search	Newsletters	,	

# Rrivacy Policy

Having trouble viewing our website? Please contact our accessibility hotline for assistance at accessibility@bcpa.net or 954-357-6830.

Source: Broward County Property Appraiser's Office - Contact our office at 954-357-6830. Hours: We are open weekdays from 8 am until 5 pm. Legal Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone. Information provided on this website is for tax roll purposes only and may not be appropriate for other uses. Values are not final until certified pursuant to Florida law.